



# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CLOVER PARK TECHNICAL COLLEGE DISTRICT #29**

**and**

**CLOVER PARK FEDERATION OF TEACHERS  
LOCAL 3913**

**July 1, 2024 – June 30, 2027**

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## **PREAMBLE**

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

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

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

### **1.1 Recognition**

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

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

### **2.1 General reservation**

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

### **2.2 Certain rights specified**

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

- A. Utilize, within the judgment of the Employer, the most appropriate and effective methods to operate the College and to manage and direct the faculty members covered by this Agreement.
  
- B. To hire, promote, transfer, assign, onboard, train, direct, and evaluate faculty members covered by this Agreement.

- C. To develop, implement, modify or terminate any policy, procedure, manual, or work methods associated with the operations of the College, and communicate those changes which shall be uniformly applied.
- D. To suspend, discharge for cause, non-renew a probationary appointment or take other appropriate action.
- E. To determine the methods and means necessary to effectively carry out the mission and goals as determined by the Employer.
- F. To determine size and composition of the workforce.
- G. Take such actions as may be necessary to carry out the mission of the College in responding to natural and man-made disasters such as a mass disaster, significant civil disturbance, earthquake, epidemic disease, terrorism or other event having an equivalent impact on service delivery, which may necessitate a temporary change in operational procedures.

**2.3 Further reservation**

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

## **ARTICLE 3 - FEDERATION RIGHTS**

**3.1 Federation security**

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

**3.2 Notification**

The College agrees to notify all bargaining unit applicants and new hires of the representation provision and agrees to provide membership form(s) provided by the Federation to new hires. The College shall notify Federation officers of any newly-hired bargaining unit employee within ten (10) instructional days upon hire.

**3.3 Payroll dues deduction**

A. Federation dues

The College agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing as soon as practicable upon receipt of a request from the Federation, but not later than the next pay period. Such requests will be made on a College payroll deduction authorization card. The Federation will honor the terms and conditions of each employee's signed membership card.

Forty-five (45) calendar days prior to any change in dues, the Federation will provide the College the percentage and maximum dues to be deducted from the employee's salary.

B. Check-off

Upon receipt of the employee's written authorization from the Federation, the College shall deduct from the employee's salary an amount equal to the dues required to be a member of the Federation. The College will remit payments for the deductions to the Federation at the Federation's official headquarters on each pay period.

C. Indemnification

The Federation will indemnify, defend, and hold the College harmless against any claims and any suits instituted against the College on account of any deductions of Federation dues or representation fees. The Federation agrees to refund to the College any representation fees or dues paid to it in error. All representation fees and dues shall be through payroll deduction.

D. Federation orientation

Per RCW 41.56.037, the College will schedule a 30-minute meeting to provide the Federation access to new bargaining unit employees within ninety (90) days of the employee's hire date. This meeting is optional for employees. These meetings may take place during the College's New Employee Orientation, in small groups, or individually. The meeting will occur during work hours at the regular worksite of the employee.

E. Revocation

An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the Federation in accordance with the terms and conditions of the authorization. After the College receives confirmation from the Federation that the employee has revoked authorization for deductions, the College shall end the deduction no later than the second payroll after receipt of the confirmation.

**3.4 Use of campus facilities**

A. Temporary uses

The Federation and its representatives shall have the right to use College buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided the use is de minimis. "De minimis" means there is little or no cost to the state or College, it is brief, it occurs infrequently, it does not interfere



with the performance of any employee's official duties, and it does not compromise the security or integrity of College or state property, information systems, or software.

**B. Storage**

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

**3.5 Use of internal communication services**

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

**3.6 Bulletin boards**

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

**3.7 Authorized time**

**A. Meetings under Agreement**

Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with administration regarding matters relating to grievances, negotiations, or committees authorized by this Agreement. However, the Federation shall reimburse the College for the costs of substitutes for faculty members engaged in bargaining a successor to this Agreement. The College shall make reasonable efforts to schedule contract negotiation meetings to limit the need for substitute faculty members. The faculty member will notify their dean/supervisor when a substitute is needed for the purpose of negotiations, and the substitute will identify on a timesheet the bargainer for whom they are substituting.

**B. Federation President**

The College shall partially release the Federation President or designee from regular faculty workload so that they may perform responsibilities relating to the administration of this Agreement. This release time shall be at the rate of 5 credits per academic quarter. The release time shall be scheduled, by agreement with the Federation President's or designee's dean or other supervisor, to minimize the impact on the services provided to the Federation President's or designee's students or work unit. That agreement may provide for allocating this release time over more than one quarter. The Federation President or designee shall arrange with their dean/supervisor

for any necessary substitute(s), and shall appropriately request the leave and report each absence in accordance with College procedures.

**3.8 Conferences and meetings**

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

**3.9 Board minutes and related materials**

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

**3.10 Access to Board of Trustees meetings**

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

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

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

**3.12 Federation - College relations**

**A. Union-Management Group**

Representatives of the Federation and the College will meet regularly as a Union-Management Group (UMG) for purposes of reviewing the administration of this Agreement and attempting to resolve problems having an impact on this Agreement that may arise from any College committee, group or individual. Neither party shall have control over the selection of the representatives of the other party, and neither shall have more than four (4) representatives. Requests for meetings will be made through the College's Associate Vice President for Human Resources and Culture. The date, place and time of the meetings shall be mutually agreed to. Draft UMG meeting notes will be taken by Human Resources and then will be sent for approval by both management and the union. Approved UMG meeting notes will be posted on the College Intranet.

**B. Subjects of UMG meetings**

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

**3.13 Federation visits**

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

**3.14 Distribution of Agreement**

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

**3.15 Academic Calendar**

During each year of this Agreement, the Vice President for Instruction, the Federation President, a Student Life representative, and the College Registrar will meet and determine the Academic Calendar for the following three years.

Every effort will be made to begin academic quarters on a Monday or Tuesday, to align breaks with surrounding school districts, to maximize breaks for faculty, to not hold in-services on holiday weekends, and to not change the calendar once set.

**3.16 Compliance with State Ethics Laws**

To the extent the provisions of this Article permit usage of College or state resources, the usage must comply with the State Ethics in Public Service law, Chapter 42.52 RCW and Chapter 292-110 WAC.

**3.17 Indemnification**

The Federation shall indemnify, defend, and hold the College harmless against any claims, suits, or actions instituted against the College arising from an employee's or the Federation's actions arising from or related to this Article.

**ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**4.1 Basic rights**

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

**4.2 Cooperation**

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

#### **4.3 Statutory rights**

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

#### **4.4 Required qualifications**

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

WAC 131-16-093 states in part faculty teaching in professional-technical programs are required to obtain and maintain a current first-aid certificate, including CPR and bloodborne pathogens prior to the second quarter of employment in professional-technical programs where the instructional environment brings students into physical proximity with machinery, electrical circuits, biologicals, radioactive substances, chemicals, flammables, intense heat, gasses under pressure, excavations, scaffolding, ladders, and/or other hazards. First aid and CPR must meet the criteria of practical application and may not be taken online. Online courses are allowable for bloodborne pathogens and are available through the Human Resources Office. Excluded from conformance to the first aid requirement are:

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

Faculty who fail to maintain a current first-aid certificate, including CPR and bloodborne pathogens or other state-mandated or accreditation-mandated credentials required to teach their program will be placed on leave without pay until the certifications are obtained. Professional-technical teaching certification will be tracked by the Teaching and Learning Center and other credentials related to eligibility to teach specific classes and programs will be tracked by Human Resources. Faculty will be notified at least three months in advance of expiration via email. If faculty are out of compliance at no fault of their own, they will not take leave without pay.

#### **4.5 Responsibilities of Employees**

Responsibilities related to instruction are:

- A. Faculty will follow the prescribed program and course outcomes and enforce the rules and regulations of the College, and the State Board of Community and Technical Colleges (SBCTC) in maintaining and rendering the appropriate records and reports. The right to academic freedom will be maintained.

- B. Faculty shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of the students. They will take into due consideration individual differences among students and employ equitable instructional strategies.
- C. Faculty shall be responsible for the evaluation of each students' educational growth and development and for making periodic reports to the students and to the designated administration, and external stakeholders as required by statute (e.g., L & I counselors).
- D. Faculty are required to make due preparation daily for their duties. In addition to lesson and classroom planning, faculty will be aware of and fulfill the requirements of section 21.2.C.
- E. Certification under the standards specified in WAC 131-16-070 through 131-16-094 is a condition of continued employment for all full-time professional-technical and adjunct faculty that meet the criteria under WAC.
- F. Faculty shall maintain a record of scores earned for papers, projects, examinations, quizzes, and other assignments submitted by students in fulfillment of course or program requirements, for as long as may be required to answer grade challenges or may be required by regulation or law.
- G. It is the responsibility of all faculty to stay current with all regulatory requirements related to their duties. The College will determine the appropriate training necessary to perform those duties and provide to all faculty (included but not limited to ethics, student privacy, records retention, safety).

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

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

## **ARTICLE 6 - NONDISCRIMINATION**

### **6.1 Federation activities**

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

### **6.2 Protected groups**

The College and the Federation agree to a policy of nondiscrimination with regard to race, creed, religion, age, color, national origin, disabled veteran, sex, marital status, sexual

orientation, gender expression/identity, political affiliation, military status, status as an honorably discharged or general discharged veteran or Vietnam era-veteran, genetic information, pregnancy, status as a victim of domestic violence, sexual assault, or stalking, or the presence of any sensory, mental or physical disability except as otherwise provided by law. Bona fide occupational qualifications based on the above traits do not violate this Section.

### **6.3 Compliance with Federal Anti-Violence and Sexual Violence Laws**

The College is required to comply with the Campus SaVE Act, and Title IX of the Education Amendments of 1972. Compliance with these federal laws and associated regulations requires institutions of higher education to adopt and implement programs designed to prevent and respond to domestic violence, dating violence, sexual assault, sexual harassment, and stalking. This program is typically referred to as "Title IX."

Pursuant to these federal laws, the College is required to develop policies and procedures to prevent and respond to sexual violence and to train, properly process, investigate, and adjudicate sexual misconduct allegations. The College's policies and procedures will incorporate specific requirements of the federal law and regulations governing processing of complaints conducting investigations and adjudications, imposing sanctions, and conducting appeals. In some areas these federal laws and regulations require additional procedural elements that will be adhered to, in addition to and in conjunction with, other Articles within this Agreement. In instances where Articles within this Agreement may conflict with policies and procedures required by these federal laws, the federal laws will take precedence.

## **ARTICLE 7 - ACADEMIC FREEDOM**

### **7.1 General recognition**

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

### **7.2 Faculty responsibilities**

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

Consideration will be given to maintaining reasonable costs to the students and/or the college.

Faculty understand their responsibility in upholding the academic freedom that their students possess in accordance with WAC 495C-121-040.

### **7.3 Objective presentations**

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

## **ARTICLE 8 - SAFETY**

### **8.1 Safety generally**

- A. Both parties agree that every reasonable effort shall be made to maintain safe and hazard free working conditions. Faculty members shall follow College safety rules and procedures.
- B. No employee should work, or be directed to work, in a manner or condition that does not at least comply with minimum accepted safety practices or standards as established by applicable law. Recommendations by relevant professional bodies may also be considered.
- C. An employee who has reason to believe that an unsafe working condition exists must report the condition, in writing, to the appropriate supervisor. Upon receipt of the written report, the supervisor shall investigate and provide a written response to the employee within five (5) business days. The written response will indicate whether or not an unsafe working condition exists and, if so, the proposed remedy.

### **8.2 Safety equipment**

The College shall provide to employees all necessary safety and personal protective equipment as required under OSHAWISHA standards. Any employee requiring alternative safety or personal protective equipment shall notify their supervisor, or Human Resources if requesting a reasonable accommodation. See WAC 296-800-16002 and 296-800-16020.

### **8.3 Notifications**

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

### **8.4 Hazardous materials**

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

### **8.5 Safety/ All Hazards Committee**

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

## **8.6 Classroom Safety and Safety in Student Interactions**

- A. Faculty members have the right and responsibility to use appropriate and lawful classroom management techniques for the safety and well-being of students and instructors. To the extent permitted by law, faculty members and instructional administrators are authorized to take appropriate action to maintain order and proper conduct in the classroom and the cooperation of students in fulfilling course objectives, including imposing a suspension from class or activity for up to a total of one day per day of disruption, consistent with WAC 495C-121-070.
  
- B. In instances where student behavior may warrant referral to the Student Conduct Code and Hearing Procedures, potentially resulting in disciplinary sanctions as defined in the relevant sections of the WAC, any such behavior disruptions shall be carefully documented, specifying dates and times of occurrence and specific acts.

## **ARTICLE 9 - TENURE**

### **9.1 Application**

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

### **9.2 Definitions**

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

- A. "Appointing Authority" shall mean the Board of Trustees of College District Number 29 or the district president when that board has delegated such authority to the President.
  
- B. "President" shall mean the College President or another College administrator they designate to perform a particular function (unless the content specifies the Federation President).
  
- C. "Nonrenewal" and "not renewed" shall mean a decision not to continue the appointment of a probationary faculty member for the succeeding term of employment.
  
- D. "Full-time" shall mean an individual assigned a full workload position.
  
- E. "Special faculty appointment" are those faculty whose employment results from special funds provided to the college, from federal monies, or other special funds which are designated as "special funds" by the state board (SBCTC). Examples include but may not be limited to positions funded through grants; service agreements; contracts with state, federal, local and private agencies or business and industry; and other nonformula position. Special-funded faculty are not eligible for tenure. See Article 25 (Specially Funded Faculty and Continuous Status-Permanent Status).



- F. Tenure/Continuous Status-Permanent Status Steering Committee (TSC) is a shared governance, campus-wide representative committee that oversees the consistent application of the tenure and permanent status review process and monitors compliance with the corresponding RCWs, WACs and established policies, procedures, and agreements of the College. The TSC does not evaluate tenure/permanent status candidates as a committee, but individual members will serve as a peer on a tenure review committee.

### **9.3 Eligibility for tenure**

The VP overseeing that faculty member's unit will determine whether a position will be placed on tenure-track or continuous permanent status-track.

### **9.4 Tenure/Continuous Status-Permanent Status Steering Committee (TSC)**

- A. The TSC shall consist of five (5) full-time tenured faculty members and the Vice President of Instruction or designee. The faculty members will be appointed as needed by the CPTC UMG prior to June 30th of each year to serve a two (2) year term beginning fall quarter of the following academic year. Mid-term vacancies will be appointed by the College and the UMG. Members of the TSC may resign voluntarily or be removed for cause. Standing guests may be appointed by the College President (or designee) to the committee as needed, as nonvoting members.
- B. The Chair of the TSC will be elected in spring by the TSC members and will serve for a term of one (1) academic year. The term of service will commence with the beginning of the following fall quarter. Mid-term chair vacancies will be filled from the faculty representatives currently serving on the TSC to complete the remainder of the term.
- C. The TSC shall meet at least once per quarter and as determined by the Chair.
- D. The duties and responsibilities of the TSC shall be oversight of the tenure review process and include the following:
1. Develop and maintain the Tenure Review Procedures Handbook.
  2. Develop and maintain tenure forms and materials.
  3. Voting members will serve as mentors to tenure/continuous status committees.
  4. Orientation and training of members of the tenure review system as needed.
  5. As needed, convene a subgroup to hear appeals by tenure/permanent status candidates and tenure/permanent status committee members regarding noncompliance with the tenure review process as set forth in the Tenure Review Handbook and the RCWs with authority to make recommendations to the appropriate authority for resolution.
  6. Provide assistance to tenure/permanent status candidates and tenure/permanent status committee members who have questions regarding tenure laws, policies and procedures.
  7. Communicate with tenure/permanent status committees regarding deadlines for submission of annual reports, candidate portfolios and other documentation.

8. Maintain confidentiality except when necessary to seek assistance from College administration or the UMG.
9. Suggest improvement for the future direction of the tenure process to the College Administration.

## **9.5 Tenure Review Committees – formation**

### **A. Appointments authorized**

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

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

1. Each tenure review committee will include one administrative staff representative (who may be the probationer's dean or direct supervisor) appointed by the College President or President's designee, one full-time student appointed by the associated student government, and three tenured faculty members appointed by the Federation governing board or its designee. When feasible, one of the faculty representatives on the committee should be from the probationer's general professional area.
2. The College President or President's designee shall seek to establish a review committee for each probationer by the end of the fifth week of the probationer's first quarter on tenure track.
3. Committee members who have not previously served on a tenure review committee must take training offered by the Tenure Steering Committee.

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

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

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

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

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

- D. Ensure the probationary faculty member develops (with their supervisor) a professional development plan and completes any applicable certification requirements;
- E. Review and monitor a plan to improve and to strengthen the probationary faculty member's performance based on the performance indicators; and
- F. Make formal recommendations to the President and/or Board of Trustees regarding the probationary faculty member's suitability for continued employment and tenure.

## **9.7 Tenure review committees – operations**

### **A. Guidelines**

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

### **B. Committee functioning**

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

### **C. Recommendations**

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

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

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

1. President: The College President may continue or discontinue a faculty member on the probationary track by renewing or non-renewing their employment contract

and giving appropriate notice before the start of the third or sixth quarter of probation (excluding summer quarters).

2. Board of Trustees: The final decision to award or deny tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendation of the review committee. Nothing in this Agreement precludes the Board of Trustees from receiving information or recommendations from persons other than a review committee, as the Board deems appropriate. Notice of any denial of tenure shall be given at least one complete quarter, excluding summer quarter, before expiration of the probationary appointment.

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

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

**C. Extension**

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

**9.9 Confidentiality of reports**

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

**9.10 Post-tenure review**

The College and Federation recognize the value of continuous professional growth and development.

In anticipation of the completion of the Post-Tenure Review Procedures Handbook, Tenured and Continuous Status faculty will follow the procedures established in the Handbook.

**9.11 Movement Between Tenure and Continuous Status**

A. Continuous status track faculty whose position is converted to tenure eligible or who moves to a tenure track position will be placed at the same quarter as their continuous status committee process. Faculty will keep any increments earned while on continuous status track.

B. Faculty awarded continuous status by the Board of Trustees (completed the continuous status track) whose position is converted into a tenure eligible position or who move into a tenure eligible position will be presented to the Board of Trustees for their consideration of tenure as if the faculty were finishing their 8th quarter. Faculty will keep increments earned while on specially funded status.

C. Tenure track faculty members who move to continuous status track will be placed at the same quarter as on their tenure track process. Tenured faculty who move to

continuous status will be placed on continuous status and will not be placed on the continuous status track. Faculty will keep increments earned while they were on a tenure/tenure track position.

D. Tenured status will be placed on hold during continuous status but they maintain their seniority.

#### **9.12 Appointment of tenured faculty to continuous status**

A. Credits upon appointment: A faculty member who is appointed to continuous status position shall maintain any current balance of professional development units (PDU's) or educational advancement credits, and any increment entitlement(s).

B. Return to tenured status: If the continuous status appointment of a former tenured faculty member ends, and the faculty wishes to return to a tenured position, the faculty shall return to a tenured position with seniority accrued while on continuous status and position on the RIF list based on the date of assignment to the tenure track.

## **ARTICLE 10 - DISCIPLINE**

### **10.1 Purpose**

The College and Federation agree that open communication is important when potential disciplinary action may occur. It is the intent of the parties to encourage faculty members to maintain the highest employment standards and to provide professional critique, criticism and discipline when these standards are not met.

### **10.2 Employee rights**

Faculty members have the following rights relative to discipline:

A. The right to have a Federation representative present at any disciplinary meeting or any meeting the faculty member reasonably believes will be disciplinary in nature. If the faculty member desires to have Federation representation, the meeting may be reasonably postponed until a representative is available but within five (5) instructional days.

B. The right to know in advance the nature of any meeting involving formal discipline.

C. The right to have any formal disciplinary charges made in writing.

D. The right to have all officially documented information that will be referred to regarding any formal disciplinary charges made available to the faculty member, upon request, and prior to any official disciplinary hearings.

E. The right to contest any evidence presented in an official disciplinary hearing.

F. The right to utilize the grievance procedure in Article 11 for any disciplinary action, EXCEPT dismissal or non-renewal.

G. The right to have the College follow a course of progressive discipline. Discipline generally follows a sequence of three steps: verbal warning, written warning, and suspension or termination. The discipline invoked depends upon the severity of the

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

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

### 10.3 Process

The disciplinary process shall follow these procedures:

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

- D. The faculty member's signature on either the summary warning or the disciplinary letter shall be only to acknowledge that the document is going into their official personnel file. Should the faculty member refuse to sign either the meeting summary or the formal disciplinary letter, the College shall so note the faculty member's refusal to sign on the file copy. The file copy shall be placed in the faculty member's official personnel file, and copies sent to the faculty member, the faculty member's supervisor, and the Federation President.

#### **10.4 Dismissal**

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

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

#### **11.1 Purpose**

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

#### **11.2 Definition**

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

#### **11.3 Consolidation**

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

#### **11.4 Exclusions**

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

#### **11.5 Internal processing**

A grievance shall be handled in the following manner:

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

The Grievant and the Federation representative shall present a written (hard copy or email) grievance to the immediate supervisor within twenty (20) instructional days of (1) the date of the occurrence of the event giving rise to the grievance or (2) the date

when such event should have been known, or it shall be deemed waived. The written grievance must include the following information:

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

The immediate supervisor shall respond within ten (10) instructional days after the grievance is so presented. If the immediate supervisor does not have the ability to resolve the grievance, then they will forward the grievance to the Step 2 representative. Step 1 shall be deemed concluded upon written response served (in person, email or certified mail) upon the Federation representative.

**B. Step 2:**

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

**11.6 Mediation**

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

**11.7 Arbitration**

A. If no settlement is reached in Step 2 above, the Federation at its sole discretion may refer the grievance to arbitration by written notice to the College President within ten (10) instructional days from the conclusion of Step 2. Only grievances which involve an alleged violation, misapplication, or misinterpretation of a specific section or provision of this Agreement shall be subject to arbitration.

B. If such grievance is not referred to arbitration within ten (10) instructional days from the conclusion of Step 2, the grievance shall be considered settled on the basis of the Associate Vice President for Human Resources and Culture's decision.

C. If the Federation refers the matter to arbitration, it shall so notify the American Arbitration Association (AAA) or Public Employment Relations Commission (PERC)



within ten (10) instructional days. The Federation and the Administration will follow the applicable process for selecting an arbitrator.

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

D. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or the law of the industry; and
3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any terms or condition of this Agreement or which is in conflict with the provision of this Agreement; and
4. The rendition of a decision or award that is based on the contract in effect at the time the grievance was originally filed; and
5. The rendition of a decision or award in writing which shall include a statement of the issues, reasoning and grounds upon which such decision or award is based; and
6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

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

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

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

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

### **11.9 Records**

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

### **11.10 No retaliation**

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

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

### **12.1 Application**

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

### **12.2 Purposes**

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

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

### **12.3 Definitions**

- A. The definitions in RCW 28B.50.851 and Article 9 apply to the same terms in this Article.
- B. "Dismissal Review Committee" shall mean a committee composed of tenured faculty members, a student (attending full time), and a member of the administrative staff of the College who is not the immediate supervisor of the affected employee, provided that a majority of the committee shall consist of faculty member peers. Exceptions to participation of a student member may be made through mutual agreement between the College and the Federation on a case-by-case basis (For example, sexual misconduct charges).

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

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

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

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

- 1. Each dismissal review committee will include one administrative staff representative appointed by the College President or President's designee, one full-time student appointed by the associated student government, and three

tenured faculty members appointed by the Federation's governing board or its designee.

2. An appointee shall be disqualified, and a substitute appointed as for a vacancy, in a case where the appointee reasonably appears (a) to be biased or prejudiced, (b) to have a conflict of interest or other personal involvement, or (c) likely to be called as a witness.

C. Term and vacancies

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

D. Operation

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

**12.5 Certain causes**

- A. Dismissal procedures will begin with the pre-dismissal procedure in § 12.6. Dismissal of tenured faculty members and dismissal of probationary faculty members during the term of their appointment shall not be subject to the grievance procedure. Where applicable, the provisions of RCW 28B.50.873 shall be utilized and shall supersede the terms of this Article.
- B. A tenured faculty member shall not be dismissed except for cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for cause. Cause shall include but not be limited to:
  1. Aiding, abetting or participating in:
    - a. any unlawful act of violence,
    - b. any unlawful act resulting in destruction of College property,
    - c. any unlawful interference with the orderly conduct of the educational process;
  2. Incompetence in the performance of duties;
  3. Neglect of duties;
  4. Insubordination;
  5. Conduct unbecoming a member of the faculty that is detrimental to the educational objectives of the College;
  6. Physical or mental inability to perform duties and responsibilities as specified in the contract with or without reasonable accommodation;

7. Gross misconduct;
8. Verbal, emotional, or physical abuse of students, faculty, staff, or the public;
9. Conflict of interest or violation of the state ethics law;
10. Repeated and willful violation of law, lawful and legitimate instructions, College rules, regulations, or College policies;
11. Malfeasance;
12. Sexual or other harassment, as defined by law or policy;
13. Substance abuse that interferes with performance of duties and/or professional conduct;
14. Theft or embezzlement.
15. Misconduct of a potentially criminal or otherwise unlawful nature may be referred to the appropriate law enforcement authorities; and
16. Dishonesty or providing misleading information.

#### **12.6 Pre-Dismissal procedure**

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

#### **12.7 Notice & hearing setup**

- A. Following the pre-dismissal procedure specified in § 12.6 above, and after it is determined by the President that dismissal proceedings should be initiated, the President shall provide written notice which specifies the grounds constituting cause for dismissal and serve that notice on the affected employee. The written notice shall include:
  1. Notice of right to a hearing;
  2. A statement of the legal authority and jurisdiction under which the hearing is to be held;
  3. A reference to the particular statutes, rules and/or procedures that are involved;
  4. A short and plain statement of the matters asserted;
  5. The proposed date of separation from service.

- B. The affected faculty member shall have ten (10) calendar days from the date of the notice of dismissal to make a written request to the President for a hearing. Failure to make a timely request for a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.
- C. Within fourteen (14) calendar days of a request for a hearing, the College President or their designee shall give notice of the hearing, at least ten (10) calendar days before the hearing commences. The notice shall include the information stated in RCW 34.05.434. The hearing shall be scheduled to occur and conclude within sixty (60) calendar days of the faculty member's request (or sixty days of the President's notice for a reduction in force). Requests for a continuance of a hearing date may be granted at the discretion of the hearing officer.
- D. An affected faculty member who has requested a hearing shall be entitled to one adjudicative proceeding pursuant to the Administrative Procedure Act, Chapter 34.05 RCW, and the procedures set forth herein.

**12.8 Hearing officer appointment and duties**

A hearing officer shall conduct the hearing, in accordance with Chapter 34.05 RCW.

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

11. To decide, in consultation with the dismissal review committee, whether the hearing shall be open to the college community or whether particular persons should be excluded from attendance;

12. To consolidate individual reduction-in-force hearings into a single hearing.

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

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

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

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

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

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

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

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

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

In all dismissal cases, the Appointing Authority (Board of Trustees) shall make the final decision, and shall so notify the affected faculty member(s) in writing within ninety (90) days after the conclusion of the hearing, as further provided in RCW 34.05.461. The committee's recommendation shall be advisory only, and in no respect binding in fact

or law on the Board of Trustees. The Board's decision shall include the effective date of dismissal, if any, which shall be no earlier than the date of the final decision.

**D. Appeal from Appointing Authority decision**

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

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

**A. RIF generally**

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

**B. RIF units**

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

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

**C. Reasons for RIF's**

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

1. The State Board for Community and Technical Colleges declares a financial emergency pursuant to RCW 28B.50.873. In that event, the provisions of that statute shall supersede any inconsistent provisions in this Article;
2. The President determines that a reduction in force is necessary;
3. With input from the program vitality committee, the Vice President for Instruction finds that program closure and/or staffing changes are appropriate;

A) The Program Vitality Committee is comprised of the Vice President for Instruction, two Deans of Instruction, and three faculty appointed by the union.

**D. Order of Reduction**

1. If the number of faculty members is to be reduced under this Article, the President, after considering input from the Federation President and other advice as deemed necessary, shall determine which programs or services are to be reduced. This determination is within the sole discretion of the President.
2. If a reduction is determined to be necessary within a RIF unit, this will be the order of reduction within that unit: part-time adjunct, full-time adjunct, tenure-track (probationer), and tenured faculty. For tenured faculty within a RIF unit, the reduction will be in order of least seniority, based on the date the faculty member was placed on tenure track.

3. If a faculty member remaining in a unit after a RIF is unqualified to teach a full workload of remaining available courses in that unit, the College will (a) give that instructor a reasonable amount of time (after consulting with the UMG) to obtain the appropriate training and (b) in the meantime may give the instructor a correspondingly reduced assignment and contract if other faculty must be hired to teach such course(s).

#### E. Recall rights

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

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

#### F. Recall response

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

#### G. Rights upon recall

Employees reinstated under this Article shall assume their previously accumulated seniority and associated benefits, including increments that were earned prior to the RIF.

#### H. Budget reductions

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

#### I. Retirement/ Resignation incentives

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



## ARTICLE 13 - FACULTY PERFORMANCE ASSESSMENT

### 13.1 Tenured faculty

The procedures for assessment of tenured faculty are set forth in the Post-Tenure Manual.

### 13.2 Tenure track faculty

The procedures for assessment of tenure track faculty are set forth in the Tenure Manual.

### 13.3 Disputes

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

### 13.4 Performance Improvement Plans

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

- Identification of the area(s) of concern or deficiency(ies)

- Expectations
- Resources available
- Timelines for implementation and/or completion of identified activities
- Start date
- End date

## ARTICLE 14 - PERSONNEL FILES

### 14.1 Official personnel file

A. Only one (1) official personnel file for each faculty member shall be maintained by the College, and that file shall be located in the College's Office of Human Resources. The official personnel file shall contain all documents pertaining to the faculty member's employment at the college. This shall not preclude the maintenance of a supervisor's file necessary for assessments of a faculty member.

B. Faculty members shall have the right to review, during regular business hours and with a representative of the Office of Human Resources present, the materials in their official personnel file maintained in the Office of Human Resources, except materials that were obtained upon initial employment through assurance of confidentiality to a third party. The faculty member may have a representative of the Federation accompany them if the faculty member so desires. Upon request, copies of the documents in the official personnel file shall be provided to the faculty member. The College may assess a reasonable charge for this service.

C. The Office of Human Resource shall have the right to require a ½ day (4 hours) notice of the intent by the faculty member to review their file to ensure a private

office/conference room is available and a representative of the Office of Human Resources staff is available to observe.

- D. Negative or derogatory material in the official personnel file that is over three (3) years old shall not be used for disciplinary purposes unless there has been reoccurrence of similar documented behavior.

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

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

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

- A. Materials judged by the faculty member to be negative or derogatory that are three (3) years old or more may be removed by the faculty member submitting a written petition to the Associate Vice President for Human Resources and Culture requesting specific information be removed. A faculty member may petition for the removal of negative and/or derogatory material(s) one time per year.
- B. The Associate Vice President for Human Resources and Culture shall provide a written response to the faculty member within ten (10) days of receipt of the petition as to their decision to remove or retain the specific material(s).
- C. Any materials removed from a faculty member's official personnel file will be processed and/or archived in accordance with Washington Community and Technical College System General Retention Schedule (CT0201 – Personnel).

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

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

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

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

#### **15.1 Absences generally**

##### **A. Notifications**

- 1. Absence: A faculty member shall provide reasonable notice to their dean/supervisor or designee of each absence from a scheduled class or other scheduled work responsibilities, unless the dean/supervisor or designee has waived this requirement. A faculty member shall provide such notice (1) as expeditiously as possible for any absence which could not reasonably have been anticipated or (2) reasonably in advance (10 days' notice or as early as practicable) when an absence from a scheduled class can reasonably be anticipated.
- 2. Return: A faculty member who has been absent shall provide reasonable advance notice of when they will be returning to work.

##### **B. Class coverage**

In the event of an absence, the faculty member may make appropriate alternate arrangements for instruction, such as communicating an assignment directly to students or asking another instructor to cover the class on a voluntary basis. If the dean/supervisor or designee wishes to determine an alternative arrangement, such as securing a substitute, they may do so.

##### **C. Electronic leave reporting**

All leave should be recorded in the electronic leave reporting system Timesheets are due on the 15th and last day of the month, or last day that could be worked in that time period. (For example, timesheets may be due on Friday the 14th if the 15th falls on Saturday). Faculty will submit timesheets on time even if they have not reported back to work, except during emergencies. In cases of an emergency, faculty will notify their supervisor and file a timesheet as soon practicable.

## **15.2 Bereavement**

A. A faculty member may request up to five (5) days of paid bereavement leave for each occurrence of death in their immediate family.

1. Immediate family is defined as:

- Spouse
- Parents
- Children, Step Children, Foster Children (children for whom the employee has physical custody)
- Sibling
- Step Sibling
- Step Parents
- Grandchild
- Grandparents
- Mother-In-Law or Father-In-Law
- Domestic Partner (as defined by the Health Care Authority)

2. A faculty member may request up to two (2) days of paid bereavement leave for each occurrence of death for other family members, as defined as:

- Aunt or Uncle
- Niece or Nephew
- Brother-in-Law or Sister-in-Law

B. Requests will be made to the Associate Vice President for Human Resources and Culture and/or their designee. The Associate Vice President for Human Resources and Culture and/or the designee will approve the number of days requested on a case-by-case basis.

C. When extended travel is necessary, the faculty member may request up to two (2) days of travel. The number of days approved by the Associate Vice President for Human Resources and Culture and/or their designee will be added to the number of bereavement days approved under Paragraph B. Extended travel means at least 250 miles each way.

## **15.3 Personal leave**

A faculty member accrues three (3) paid days per year. These days must be pre-approved and may be used for personal purposes, except that no such day can be during the first or last week of a quarter unless approved by the appropriate VP. Unused personal days may accumulate up to no more than six (6) days total at any time. Unused personal days are not compensable.

#### **15.4 Federation leaves**

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

#### **15.5 Civil leave**

- A. Leave for jury duty required by law shall be at full pay.
- B. At the discretion of the Associate Vice President for Human Resources and Culture, leaves of absence with pay may be granted when an employee is subpoenaed to appear in a court of law.

#### **15.6 Military leave**

##### **A. Active Duty**

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

##### **B. Reserve Duty**

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

#### **15.7 Sick leave**

- A. A faculty member shall accrue one (1) day of sick leave after each month of employment. Sick leave is to be used for absences caused by illness or injury.
- B. The sick leave earned for a month shall be based on Article 21.2 definitions of a fulltime workload, prorated for part-time faculty.
- C. The unused portion of such allowance shall accumulate from year to year.
- D. An employee who sustains a work-related illness or injury that is compensable under the state worker's compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave or personal leave during a period in which they receive time-loss compensation will receive that full leave in addition to any time-loss payments.
- E. A written statement signed by a licensed health practitioner and submitted to the Associate Vice President for Human Resources and Culture upon return may be required for any absence exceeding three (3) consecutive days.

- F. All sick leave credits accumulated in other employment with the State of Washington shall be fully transferable upon contracted employment with the College in accordance with State of Washington guidelines.
- G. Sick leave shall be granted in hours. Sick leave authorized for the current year and any accumulated sick leave may be taken at any time necessary during the year. When a faculty member, due to sick leave, is absent in excess of accumulated sick leave credits, deductions shall be made for each day's absence in the same proportion as the number of days absent bears to the total days service specified in the faculty member's current contract.
- H. Family illness: Each eligible faculty member shall be allowed to use the faculty member's accrued sick leave to care for a child or other specified family member with a health condition, as provided in RCW 49.12.270 and WAC Chapter 296-130, including WAC 296-130-030.
- I. Faculty members will have the opportunity to participate in sick leave buyback programs as permitted and described in RCW 28B.50.553.

**15.8 Family and Medical Leave**

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

- E Documentation: The College may require appropriate certifications from a health care provider for the purpose of determining qualification for FMLA leave. Upon returning to work after leave based on the employee's own health condition, the employee may be required to provide a fitness for duty certificate from a health care provider.
- F. Assignment upon return: Upon return to work from FMLA leave, the faculty member will have return rights as provided in the FMLA.

#### **15.9 Washington Paid Family and Medical Leave Act:**

- A. A qualifying employee may take family leave in accordance with the Washington Paid Family Leave Act, RCW 50A.04. Leave generally will coincide and run concurrently with the FMLA leave. For bargaining unit members, the College pays the employer and employee portions of the premium under Washington State's Paid Family and Medical Leave Program (RCW 50A.04). This program and its eligibility criteria are managed by Washington's Employment Security Department (ESD).
- B. Notification to the College: When applying to ESD, employees must also notify the College of the need for leave. Employees should provide at least 30 days' advance notice of foreseeable leave and for unforeseeable leave notice should be given as soon as practicable.
- C. Employees may not supplement the State PFML benefits with accrued or other paid leave from the College, and will not be eligible for PFML benefits if receiving time-loss benefits through the workers' compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in an unpaid status for purposes of the College's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the College's policy and subject to any FMLA requirements requiring continuation of coverage.

#### **15.10 Political**

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

#### **15.11 Shared leave**

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

## **15.12 Sabbatical leave**

### **A. Purpose and uses**

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

### **B. Eligibility, duration & benefits, restrictions**

1. Eligibility: A tenured faculty member may apply for sabbatical leave after completing at least nine (9) consecutive quarters of full-time employment (not including summer or quarters on approved leave) since receiving tenure. After satisfactorily completing one sabbatical leave, and the passage of an additional twelve (12) consecutive quarters (not including summer or quarters on approved leave) of such full-time employment, a faculty member may apply for another sabbatical leave. The number of individual faculty members granted a sabbatical in a given year shall not exceed 2.0% of the total number of tenured faculty.
2. Duration & benefits: Sabbatical leaves may be granted for one, two, or three quarters. During sabbatical leave, the faculty member's seniority, reduction in force (RIF) unit status, and health insurance and retirement benefits will continue. See also Article 17.2 and 17.3.
3. Restrictions: No increment, stipend, or other payment under Article 16 may be earned for activities engaged in while on sabbatical.

### **C. Selection**

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



4. Approval: The College President, after giving reasonable consideration to the committee's recommendation, shall make the final decision as to granting or denying each request. The President will send notice of the decision to the applicant by April 15th.

D. Salary

1. College compensation: For a sabbatical leave of one quarter, the faculty member shall receive eighty percent (80%) of the salary which would otherwise have been payable. For two quarters of sabbatical leave, the faculty member shall receive seventy-five percent (75%) of such salary. For three quarters of leave, the faculty member shall receive seventy percent (70%).
2. Other compensation: The recipient also may receive grants or other compensation from non-college sources.

E. Reporting of results

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

F. Conditions and contract

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

G. Modifications

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

## **ARTICLE 16 – PROFESSIONAL DEVELOPMENT**

### **16.1 Purposes**

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

### **16.2 General requirements; approvals**

#### **A. General requirements**

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

#### **B. Approvals**

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

### **16.3 Expenses support**

Travel expenses, registration fees, and similar expenses which are necessary to permit a faculty member to reap the full benefit of attendance at a professional development activity will usually be funded from the faculty professional development pool under section 16.9. If the state imposes budget restrictions, the faculty shall be so notified. Faculty are encouraged to access additional college courses and should refer to section 17.5.C for additional benefits available to support professional development expenses.

### **16.4 Increment Eligibility**

#### **A. In-Service**

1. Faculty members who participate in in-service and outcomes and assessment days will earn credit toward an annual increment. Increment values are provided in Appendix 2. A faculty member who attends two (2) in-service days, one (1) all staff and faculty day, and one (1) outcomes and assessment day is eligible to earn a maximum of one (1) in-service increment per fiscal year payable on July 1st of each year.

2. Types of activities: The College will provide two (2) annual in-service days, one (1) all staff and faculty day, and (1) one outcome and assessment day that will be arranged by the College administration. These days could include training presentations, workshops, or faculty assignments. Faculty attendance at in-service and outcomes and assessment day will be tracked by the VPI's office and attendance for the duration of three (3) in-service days and one (1) outcomes and assessment day are required for an increment.

3. The following instructions detail the process a faculty member must complete in the event they are unable to attend a campus scheduled instructional in-service, all staff and faculty day, or outcomes and assessment event. In order for faculty to receive credit, they are required to acknowledge and complete the following procedure steps in a timely manner. Faculty are highly encouraged to speak with their deans for thorough guidance throughout this process.

- a. The faculty member must inform their dean or supervisor of their absence at the in-service event as soon as practicable and before the event when possible. This includes documentation such as an email or document that provides debriefing or an overview of the discussion between the faculty member and dean. This will also include any documentation that further supports the reasoning behind the absence which prevents the faculty member from attending the scheduled in-service event.
- b. Only unplanned emergencies or health crises will be eligible for make-up credit.
- c. The faculty member will initiate and submit a make-up request to the appropriate Vice President's office (within two weeks of the in-service activity or returning to work).
- d. Once approved, the faculty member will work with their dean or supervisor to identify a training opportunity related to their PDP. The plan for completion must be arranged within two weeks from receiving approval from the VPI Office. \*  
\*The plan needs to outline a training that is not part of the faculty member's job duties or that would count towards a PDU.
- e. Once completed, the faculty member will submit a one-to-two-page summary of the training describing how it relates to their PDP as well as how they intend to use the training in the performance of their duties.  
If the plan is not completed by June 15th, the increment will not be applied until the following year.

#### B. Professional Development Units

1. Faculty members who complete two (2) Professional Development Units (PDU) may earn a single increment in addition to their eligibility to earning an in-service annual increment. Increment amounts are found in Appendix 2. One (1) annual PDU must be earned in pedagogy.
2. A single PDU is earned by:
  - a. Classes or training equal to 48 hours or five (5) quarterly credits to increase or advance the effectiveness of teaching the classroom (pedagogy); (or equivalent for faculty counselors and librarians);
  - b. Completing five (5) quarter or three (3) semester credit hours of accredited college coursework related to the faculty member's Professional Development Plan (as approved by their dean/supervisor);
  - c. Participating in 48 hours (not including travel to and from or time spent outside the conference agenda) of professional conferences, seminars, workshops, or education at an unaccredited institution or other traditional professional development activity consistent with the member's Professional Development Plan;
  - d. Participating in 48 hours of back-to-industry experience in the trade or industry for which the member provides instruction; or
  - e. A combination of subsections b, c, and d totaling 48 hours.
3. PDUs earned but not applied to an increment may carry over five years
4. Administration will administer a form to request approval and document PDU activities as well as a system to track the faculty member's progress. Increments are applied by July 1st.

## **16.5 Exclusions**

The following activities are not eligible for PDUs:

- a. Department/division meetings
- b. Federation meetings
- c. Training required for certification or licensure which is a condition of initial employment including the Skill Standards needed to attain standard certification, which includes ongoing maintenance. See WAC 131-16-092.
- d. First aid, CPR, and blood-borne pathogen training
- e. Sabbatical activities
  - f. Any activities/work that the faculty member receives additional compensation outside of their standard salary (such as a stipend) by the College
  - g. Eligibility of conference to count toward PDU increments will be contingent upon approval of a class coverage plan by the employee's department Dean.
    - a. Use of sick leave will not be a factor when considering approval.
    - b. Use of substitutes will not result in denial of eligibility.

## **16.6 Disagreements**

If there is a disagreement on whether or how a certain activity will be eligible for PDUs, it will be resolved by the relevant Vice President.

## **16.7 Increments and stipend payments**

### **A. Definitions**

Increment: An increment is an earned increase added to the base salary.

### **B. Limitations**

Post-employment: No amounts accrued but unpaid for increments are owed to faculty members after their College employment has terminated.

### **C. Claiming payment**

Claim procedure: The VPI's Office will keep a record of in-service attendance and provide it annually to the Human Resources Office by July 1st each year. Faculty are responsible for requesting approval and submitting completed PDU forms to Human Resources within one (1) month of completing PDU activities but not later than May 15th of each year.

### **D. Payment determinations**

1. Stipend in lieu of increment: A faculty member nearing the salary cap who is eligible for an increment would receive the portion of an increment needed to reach the cap and the balance of the value of the increment will be paid as a stipend and not be added to the base salary. A faculty member who is at the salary cap and earns an increment shall receive a stipend payment equal to the increment value.
2. In the event funding is provided and authorized for salary increases and/or increments for faculty during the Agreement, the parties agree to reopen this section to determine the distribution of the salary increase. Any actual or potential legislative authority during the contract duration to bargain local funds

to pay increments has already been bargained and shall not be a basis to reopen bargaining.

3. Retirement and sick leave buyout costs shall not be subtracted in the calculation of turnover savings.

#### **16.8 Educational Advancement**

A. Faculty earning a degree from an accredited institution in an area related to the area of instruction will earn the following increments:

- a. Associate's or Bachelor's Degree: One (1) increment, awarded on July 1st of the following academic year.
- b. Master's or Doctoral Degree: Two (2) increments awarded on July 1st of the following academic year. Increment amounts are found in Appendix 2.

B. Claiming payments

Claim procedure: Eligible faculty who wish to receive an increment must submit official transcripts to the Human Resources office.

#### **16.9 Professional development funding**

A. Professional development pool: Each fiscal year, \$60,000 shall be available for use by tenured, tenure-track, and adjunct faculty members for purposes of attending educational activities which directly relate to their College responsibilities. This pool of funds shall be divided among requesting faculty by the UMG meeting. This funding can be used to compensate part-time adjuncts to attend in-service and on-campus training activities when approved by their dean/supervisor or designee and is subject to both the availability of funds and approval by both the UMG and VPI.

B. Processing: These payments will be made directly to the training provider or paid to the faculty member either (a) as an expense advance or (b) as reimbursement upon receiving proof of successful completion of the activity and of the expenditures made.

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

#### **17.1 Insurance benefits**

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

#### **17.2 Insurance eligibility**

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

#### **17.3 Retirement benefits**

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

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

- A. Annual and at death: The College shall provide to an eligible employee (or to their estate) these options regarding payment for accrued unused sick leave, as further provided in RCW 28B.50.553, WAC 131-16-068, and any other applicable federal or state law:
1. Annually, when at least sixty days of sick leave are accrued, an option to receive monetary compensation in return for reducing the balance of accrued leave at a one-for-four rate;
  2. Upon death before retirement, monetary compensation at the prescribed one-for-four rate.
- B. VEBA upon retirement:
1. Contributions: The College will contribute to a voluntary employees' beneficiary association (VEBA) plan health retirement arrangement, authorized by the Internal Revenue Code, which allows income-tax-free funds to be used for reimbursement of out-of-pocket healthcare expenses.
  2. Source of funds: The College shall make a contribution on behalf of each eligible employee in the amount of accrued but unused sick leave which the eligible employee is entitled to cash out upon a retirement during the term of this Agreement. This shall be in lieu of any such cash out directly to the employee.
  3. Eligible employee: An eligible employee is one who retires during the term of this Agreement and who has signed and provided to the College:
    - a. A hold-harmless and forfeiture agreement, on the College's form, as required by RCW 28B.50.553. If an employee refuses to sign this required agreement, they shall forfeit all remuneration for accrued but unused sick leave; and
    - b. An enrollment form to become a plan participant.
    - c. Other separations: Faculty who separate for any reason other than retirement or death are not paid for their accrued unused sick leave.
  4. Distribution calculation: An eligible employee's hourly rate solely for the purpose of VEBA distribution will be calculated at the number of working days specified in the contract at the time of retirement divided by the number of daily contracted hours.
    - a. The above calculation will also be used to determine sick leave buyback when offered

#### **17.5 Other benefits**

- A. Employee Assistance Program: An employee assistance program will be provided. Information is available in the Office of Human Resources.
- B. Voluntary retirement contributions: Faculty may make voluntary contributions to the State Board's voluntary tax-deferred 403(b) and/or other TIAA-CREF plan, through an appropriate payroll deduction authorization.

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

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

### **18.1 Vacancies**

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

### **18.2 Resignations**

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

### **18.3 Terminations**

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

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

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

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

## **ARTICLE 19 – ADJUNCT FACULTY**

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

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

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

1. Art. 9, Obtaining Tenure;

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

## 19.2 Definitions

- A. **Full-time adjunct:** A full-time adjunct is designated as such by the dean or supervisor, receives an employment contract for a term of three academic quarters (including any in-service day which is scheduled for such quarter(s)),
- B. **Part-time adjunct:** A part-time adjunct receives an employment contract for each course for a term of up to one academic quarter (up to 50 days,) not including any in-service day except for Senior Adjunct.

## 19.3 Leaves of Absence

- A. **Absences, generally:** Both full- and part-time adjunct faculty are expected to follow the absence notification, class coverage, and leave reporting procedures outlined in Article 15.1.
- B. **Sick leave:** Adjunct faculty shall receive sick leave to be used for the same illnesses, injuries, bereavement, and emergencies as tenured and tenure-track faculty at the college in proportion to the individual's teaching commitment. Adjunct faculty are also eligible for the sick leave attendance incentives outlined in Article 17.4.
- C. **Shared leave:** Adjunct faculty also may participate in the shared leave program but only during a quarter in which the adjunct faculty member is contracted to teach.
- D. **Civil leave:** Adjunct faculty are eligible for civil leave as outlined in Article 15.5.
- E. **Other leaves provided by applicable statute:**  
The College will provide adjunct faculty members with family and medical leave, pregnancy disability leave, military leave and other leave required by state and federal law, including but not limited to:
  - Family and Medical Leave (29 USC §2601 et seq., and RCW 49.78).
  - Family Care Act Leave (RCW 49.12.265)
  - Paid Family and Medical Leave Act: For part time adjunct faculty, CPTC pays the employer and employee portions of the premium as permitted by Washington State's PMFL Program (RCW 50A.04).
  - Pregnancy Disability Leave (RCW 49.60)
  - Military Leave (RCW 39.040.060 and RCW 73.16 and 39 USC §§ 4301 et seq.).
  - Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
  - Leave for Spouses of Deployed Military Personnel (RCW 49.77).
  - Leave for Reasons of Faith or Conscience, or to Participate in an Organized Activity Conducted under the Auspices of a Religious Denomination, Church, or Religious Organization (RCW 1.16.050).



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

**F. Adjunct faculty are not eligible for the following leaves:**

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

**19.4 Health Insurance**

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

**19.5 Retirement Benefits**

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

**19.6 Responsibilities**

All adjunct faculty contracted to teach a regularly scheduled course will follow the course outcomes developed and approved for that course. Faculty are required to make due preparation daily for their duties. These duties extend beyond the direct student contact time during class sessions/instruction. See the table below for examples of what these responsibilities may include:

Full-time adjunct	Part-time adjunct
<ul style="list-style-type: none"> <li>• Refer to Article 21.2.</li> <li>• May have a prescribed annual workload.</li> </ul>	<ul style="list-style-type: none"> <li>• Part-time adjunct are contracted by courses taught.</li> </ul>
<b>Instructional Responsibilities</b>	<b>Instructional Responsibilities</b>

<ul style="list-style-type: none"> <li>• Classroom instruction.</li> <li>• Classroom setup and maintenance.</li> <li>• Developing and grading assessments.</li> <li>• Providing frequent and substantive feedback to students.</li> <li>• Submit student reports, including vanishes, withdrawals, final grades and attendance as required.</li> <li>• Lesson planning and preparation.</li> <li>• Scheduled student connect/office hours for advising students (5 hours per week)</li> <li>• Quarterly outcomes assessment.</li> <li>• Oversight and support of a realistic training enterprise.</li> <li>• Assuming professional responsibilities for the education, health, safety, and welfare of students during the employee's workday.</li> <li>• Special projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom instruction.</li> <li>• Classroom setup and maintenance.</li> <li>• Develop and maintain current syllabus.</li> <li>• Developing, grading, and recording assessments.</li> <li>• Providing frequent and substantive feedback to students.</li> <li>• Submit student reports, including vanishes, withdrawals, final grades and attendance as required.</li> <li>• Lesson planning and preparation.</li> <li>• Student connect/office hours for advising students (as outlined at each level in Article 19.15).</li> <li>• Quarterly outcomes assessment.</li> <li>• Oversight and support of a realistic training enterprise.</li> <li>• Assuming professional responsibilities for the education, health, safety, and welfare of students during the employee's workday.</li> </ul>
<p><b>College Support Responsibilities</b></p>	<p><b>College Support Responsibilities</b></p>
<ul style="list-style-type: none"> <li>• Attendance at in-service days scheduled for the quarters worked.</li> <li>• Attendance at Opening Day.</li> <li>• Attendance at scheduled college meetings, division meetings, and program related meetings.</li> <li>• Active participation on college committees.</li> <li>• Participation in shared governance (including college planning and assessment work, accreditation activities and college initiatives).</li> <li>• College and program promotions.</li> <li>• Assistance with student recruitment and retention.</li> <li>• Program information sessions.</li> <li>• Maintain college communications.</li> <li>• Attendance at major college events, when scheduled.</li> </ul>	<ul style="list-style-type: none"> <li>• No college support required.</li> <li>• No in-service days required.</li> <li>• Maintain college communications.</li> </ul>

## 19.7 Workload, Compensation and Reimbursements

- A. A faculty member hired into a full-time adjunct position shall receive a salary based on the appropriate salary step according to market analysis. The salary shall then be prorated for the quarter based on the assigned instructional days and including any in-service day which is scheduled for that quarter.

1. Full-time adjunct faculty who participate in in-service and outcome assessment days activities will earn credit toward an annual increment equal to tenure/tenure track faculty. For every two (2) in-service days, one (1) all staff and faculty day, and one (1) outcome and assessment day a faculty member attends, they are eligible for an increment. Attendance does not have to be at consecutive in-service days.

2. Types of activities: The College will provide two (2) annual in-service days, one (1) all staff and faculty day, and (1) one outcome and assessment day that will be arranged by the College administration. These days could include training presentations, workshops, or faculty assignments. Faculty attendance at in-service, all faculty and staff, and outcomes and assessment day will be tracked by the VPI's office and attendance for the duration of two (2) in-service days, one (1) all faculty and staff day, and one (1) outcome and assessment days are required for an increment.

- B. Except as provided below for "specific services" and "not otherwise specified," each parttime adjunct faculty member shall be compensated for instructional services at the Per Credit rate stated in Appendix 1.

a. Specific services rates: A part-time adjunct faculty member who provides the following types of services, as directed by their dean or supervisor, shall be paid for these services at the hourly rates specific in Appendix 1:

- i. Counselors/advisers and librarians: For counseling/advising and library services, the counselor/advisor/librarian credit equivalent rate of 2 hours/week for 10-11 weeks = 1 credit.
- ii. Curriculum development: For developing curriculum for new programs and/or new classes; the Curriculum Development rate;
- iii. In-service: For attending in-service training provided by the College, the in-service rate;
- iv. Low-enrollment rate: The College, at its sole discretion, determines if a class will be cancelled due to low enrollment. If the College, with the instructor's agreement, decides to run a low-enrolled class, the instructor will be compensated at the low-enrollment rate provided in Appendix 1. This rate will be based upon the number of students still enrolled on the census date. This section only applies to adjunct and moonlight classes.
- v. Substitute: For services as a temporary replacement for the continuing faculty member of record in a class (excluding online instruction), the Substitute rate.
- vi. Not otherwise specified: For all services not otherwise specified, each parttime adjunct faculty member shall be paid at either the Substitute rate or another rate or stipend determined by the College after consultation with the UMG.

C. Exceptions shall be agreed to in UMG.

**19.8 Professional Development**

Professional development funding is available for full-time and part-time adjunct faculty. See Article 16.9 for more information.

**19.9 Cancellation of Assignment**

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

- A. There is insufficient enrollment in the class(es) assigned.
- B. The assigned class(es) is (are) needed to make a full-load for a tenured or tenure track faculty member,
- C. Changes to a program or course series.
- D. Faculty member is unwilling or unable to fulfill the requirements of the position with or without reasonable accommodation.
- E. Unsatisfactory performance.

**19.10 Part-Time Adjunct Faculty Salary Schedule**

Part-time adjunct rates and their effective dates are listed in the table in Appendix 1.

**19.11 Compensation for Cancellation of Teaching Assignment**

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 a pro rata rate according to the per credit rate, divided by the number of days worked.

**19.12 Part-Time Adjunct Faculty Progression: Levels, Benefits, and Expectations**

	<b>Part-time Adjunct Faculty</b>	<b>Senior Part-time Adjunct Faculty</b>
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<p><b>Observation and Evaluation</b></p>	<ul style="list-style-type: none"> <li>• Student evaluation in all sections taught.</li> <li>• Observation by dean, supervisor or designee within the first two (2) quarters, not to exceed four (4) observations per year per course.</li> <li>• Dean, supervisor or designee will determine the degree and intensity of further evaluations necessary.</li> </ul>	<ul style="list-style-type: none"> <li>• Student evaluation in all sections taught.</li> <li>• Observation by dean, supervisor or designee to include a minimum of four (4) observations over a period of six (6) years, including one by a tenured faculty peer. Not to exceed four (4) observations per year per course.</li> <li>• Dean, supervisor or designee will determine the degree and intensity of further evaluations necessary.</li> <li>• Complete self-evaluation of teaching and learning every two (2) years (before meeting with the dean following observation).</li> <li>• A meeting to review the evaluation of effectiveness in teaching and student success (e.g., student evaluations, dean evaluations, and teaching observations), and any other relevant engagement activities will be conducted by the dean once every five (5) years.</li> </ul>
<p><b>Benefits</b></p>	<ul style="list-style-type: none"> <li>• Opportunity to pick up additional stipends for additional work outside of normal duties, as appropriate.</li> <li>• Eligibility for multi-term contracts.</li> </ul>	<ul style="list-style-type: none"> <li>• Paid College support work. (One (1) hour for every five (5) credits taught, not to exceed 7.5 hours per week.)</li> <li>• Opportunity to pick up additional stipends for additional work outside of normal duties, as appropriate.</li> <li>• Highest level of priority in adjunct course priority consideration assignment.</li> <li>• Increase in base pay per Appendix 1.</li> <li>• Eligibility for multi-term contracts.</li> <li>• College business cards.</li> </ul>

		<ul style="list-style-type: none"> <li>• If applying for a full-time faculty position at CPTC, a first-round interview will be offered, provided minimum qualifications and all application requirements have been met.</li> </ul>
<b>Student Connect/Office Hours and College Support</b>	<ul style="list-style-type: none"> <li>• Part-time adjunct faculty should have scheduled student connect/office hours and be available to meet with students a minimum one hour per week for every five (5) credit course taught, pro-rated by the amount of credits taught.</li> <li>• Faculty are encouraged to utilize available space (on campus or virtual) to engage students/colleagues as appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>• Part-time adjunct faculty should have scheduled student connect/office hours and be available to meet with students a minimum one hour per week for every five (5) credit course taught, pro-rated by the amount of credits taught.</li> <li>• Faculty are encouraged to utilize available space (on campus or virtual) to engage students/colleagues as appropriate.</li> <li>• Maintain currency in departmental business (e.g., attend department meetings, etc.)</li> <li>• Stipend Work: One (1) hour for every five (5) credits taught, not to exceed 7.5 hours per week.</li> </ul>
<b>Workload Required for Progression to Next Level</b>	<ul style="list-style-type: none"> <li>• Have taught in at least six (6) quarters over two (2) consecutive years.</li> <li>• Minimum credit load is an average of ten (10) credits per quarter.</li> <li>• Faculty members who have taught at least one-half time for ten (10) consecutive years and a minimum of thirty (30) quarters, as of July 1, 2021, meet the workload requirement for progression.</li> </ul>	

<p><b>Portfolio and Progression Requirements to Next Level</b></p>	<p>Professional-technical adjunct faculty must meet the requirements of the initial certification and be able to progress to a standard certification in accordance with WAC 131-16-094.</p> <p>Adjunct Faculty Leveling Portfolio Workload Required for Progression to Next Level (CBA 19.12):</p> <ul style="list-style-type: none"> <li>• Have taught in at least six (6) quarters over two (2) consecutive years.</li> <li>• Minimum credit load is an average of ten (10) credits per quarter.</li> <li>• Faculty members who have taught at least one-half time for ten (10) consecutive years and a minimum of thirty (30) quarters meet the workload requirement for progression. (Fast Track)</li> </ul> <p>Portfolio Outline:</p> <ul style="list-style-type: none"> <li>• Class observation (including evidence of the use of Canvas). Minimum requirements defined below. More might be conducted at the supervising dean's discretion. <ul style="list-style-type: none"> <li>○ Regular: 2 observations: 1 for each year</li> <li>○ Fast track (see above): 1 current observation (within the past academic year, or schedule one before portfolio submission)</li> </ul> </li> <li>• End of course evaluation (SALE) <ul style="list-style-type: none"> <li>○ Regular: all sections, each quarter, for 2 years</li> <li>○ Fast track: all sections, most recent 2 years, up to the quarter the portfolio is submitted</li> </ul> </li> <li>• Professional development and college support activities (including committee work, Shared Governance, In-Service, other PD activities, etc.) <ul style="list-style-type: none"> <li>○ By Dean's approval</li> <li>○ Regular: 96 hours over 2 years</li> <li>○ Fast track: 96 hours, hours from the last academic year may be counted, plus any hours accumulated before portfolio submission</li> </ul> </li> <li>• Self-reflection - What have you learned? How would you build on what you have learned and implement new ideas and strategies in your classes? <ul style="list-style-type: none"> <li>○ Self-reflection on teaching &amp; learning, including observation, student feedback,</li> <li>○ assessment, course/program data, etc.</li> <li>○ Self-reflection on professional development</li> <li>○ Self-reflection on college support</li> <li>○ Teaching philosophy</li> </ul> </li> <li>• Supervisor's input/evaluation <ul style="list-style-type: none"> <li>○ Evaluation on teaching, PD, administrative duty, etc.</li> <li>○ Summary + recommendation (yes/no)</li> </ul> </li> <li>• Professional-technical adjunct faculty must meet the requirements of the initial certification and be able to</li> </ul>
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	<p>progress to a standard certification in accordance with WAC 131-16-094.</p> <p><b>Procedures</b></p> <ol style="list-style-type: none"> <li>1. Inform the direct supervisor about the intent and to start the process <ul style="list-style-type: none"> <li>• Prior approval form to mark the starting quarter for the faculty, identify the track: regular/fast track, and discuss teaching load requirements</li> <li>• Initial PDP (discuss with the Dean)</li> <li>• Observation schedule (discuss with the Dean)</li> </ul> </li> <li>2. Check with the dean after the first year (mid check point) <ul style="list-style-type: none"> <li>• Review/update PDP</li> <li>• Review class observations, SALEs, etc.</li> <li>• Ensure everything is on track</li> </ul> </li> </ol> <p>Submit final application and portfolio (approval procedures/timeline in the CBA; new rate in effect the quarter following approval)</p>
<p><b>Request Process for Promotion to the Next Level</b></p>	<ul style="list-style-type: none"> <li>• Once an adjunct faculty member has completed/met the agreed upon criteria to apply for progression, the faculty member shall make a formal request/application and submit a portfolio detailing all the criteria to their supervisor and/or division dean who will review all materials and send their formal recommendation to the supervising Vice President regarding promotion.</li> <li>• The supervising Vice President will make the final decision regarding advancement to the next level.</li> <li>• If the request is denied, an adjunct faculty member must wait one (1) full academic year before reapplying.</li> </ul>



<p><b>Decision and Approval for Level Promotion</b></p>	<ul style="list-style-type: none"> <li>• Once a faculty member has submitted their portfolio/packet, written communication of a decision and/or next steps will be made within six (6) instructional weeks of submission.</li> <li>• Decisions and/or next steps can include approval, a request for further information, or denial.             <ol style="list-style-type: none"> <li>1. The Federation will be notified when an application is approved or denied. If a request for further information is completed by the faculty member to the satisfaction of the dean, supervisor, or designee, a decision will be made within four (4) instructional weeks of the submission of the requested information.</li> <li>2. If application is denied, the faculty member can request a meeting with their dean/director or designee with five (5) instructional days of receiving the notice/communication.</li> <li>3. If the reason an Adjunct faculty was not granted the opportunity to advance to Senior Adjunct Faculty due to concerns identified in the evaluation, they will be given the opportunity to meet with their dean, supervisor or designee to discuss the reasoning for the decision. A summary and plan for improvement performance may be developed to address concerns that lead to the denial. The faculty member may request union representation if desired. Improvement plans for faculty will be placed in their personnel file maintained by Human Resources.</li> <li>4. The College President or designee will have access to the information provided in this Section.</li> </ol> </li> </ul>
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**ARTICLE 20 – PARKING PERMIT AND SECURITY FEE**

**20.1 Annual parking permit and security fee**

Faculty members shall pay an annual rate of \$40 for parking and security, through semimonthly payroll deduction. The total annual amount deducted may be rounded a few cents higher so that the semi-monthly amounts are equal for the entire year. Faculty who teach exclusively online are eligible for an exemption and should submit a form to the Vice President for Finance and Administration to request the exemption.

**ARTICLE 21 - WORKLOAD, COMPENSATION, AND REIMBURSEMENTS**

**21.1 State budget compliance**

**A. In general**

No provision of this Agreement shall be interpreted or applied so as to place the College out of compliance with the salary limitations imposed by State law. It is the intent of the College and the Federation to comply with the limitations imposed by the Appropriations Act in effect when a salary is payable and to pass through to bargaining unit employees in full any increment or other salary increase funds which are

appropriated and allocated by the State. If the Legislature authorizes use of other funding for salary increases, the College and Federation will meet to negotiate such funds.

**B. Retroactive payment**

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

**21.2 Workload**

**A. Annual workload**

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

**1. Instructional faculty, faculty counselors, and faculty librarians: 202 days, including**

- 194 days
  - Instructional faculty and faculty librarians (50 fall, 50 winter, 50 spring, 44 summer) scheduled regular days consisting of primary and college support functions; Faculty counselors develop unit schedules to meet operational needs of their unit.
- Two (2) scheduled days to be used for in-service days and
- One (1) Outcomes and Assessment Day
- One (1) All Staff and Faculty Day
  - To meet the requirements of the annual increment, faculty will attend all four.
- One (1) Opening Day - Attendance at the scheduled "Opening Day" for all faculty prior to the beginning of Fall Quarter. The appropriate Vice President must pre-approve absences at this event. Use of discretionary leave (i.e. personal leave) must also be approved in advance;
- Three (3) scheduled professional services days;

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

**C. Weekly full-time workload; schedules**

**1. Types of work:** Full-time faculty work consists of services to support both the primary functions of the position and the college support functions associated with employment at CPTC.

**a. Primary functions:** Primary functions include the services necessary to successfully carry out an effective instructional program and/or serve a library or advising/counseling unit. Examples of primary functions are:

<b>Instructional Faculty</b>	<b>Faculty Librarians</b>	<b>Faculty Counselors</b>
<ul style="list-style-type: none"> <li>• Classroom instruction</li> <li>• Classroom setup and maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• Develop, assess and improve library collections in all formats Provide</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct orientation activities</li> </ul>

<ul style="list-style-type: none"> <li>• Grading</li> <li>• Lesson planning and preparation</li> <li>• Student connect/office hours for advising students (5 hours per week)</li> <li>• Mid-term advising</li> <li>• Provide open lab for students</li> <li>• Maintain and update courses and program curriculum</li> <li>• Outcomes assessment</li> <li>• Oversight and support of a realistic training enterprise</li> <li>• Special projects</li> <li>• College support functions</li> <li>• Complete 20 hours of professional development annually</li> </ul>	<p>reference support to students and</p> <ul style="list-style-type: none"> <li>• staff with research</li> <li>• needs</li> <li>• Gather, organize and/or create course materials that facilitate learning</li> <li>• Outcomes assessment</li> <li>• Develop, assess and improve curriculum</li> <li>• Provide information literacy instruction and support by offering workshops and providing one-on-one student assistance</li> <li>• Special projects</li> <li>• College support functions</li> <li>• Complete 20 hours of professional development annually</li> </ul>	<ul style="list-style-type: none"> <li>• College promotion and/or student recruitment as defined by position description</li> <li>• Provide Academic Counseling and Advising to prospective, new, returning, and enrolled students</li> <li>• Collaborate with programs and instructional faculty in support of student retention and completion</li> <li>• Provide consultation and resources to instructors in support of students</li> <li>• Serve as a resource to instructional faculty</li> <li>• Provide counseling support to students experiencing stress or challenges affecting their academic progress and make appropriate referrals as needed can work.</li> <li>• College support functions</li> <li>• Complete documentation necessary for primary job functions such as notes, handouts, and other required paperwork</li> <li>• Create and provide workshops</li> <li>• Special projects</li> <li>• Complete 20 hours of professional development annually</li> </ul>
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b. College Support functions: Full-time faculty fulfill responsibilities that support the overall work of the college. A faculty member's college support contributions are initially determined by the employee, subject to final review

and approval by their dean/supervisor. College support time is intended to support college, division, department, or program needs. College support time will be spent in service directly related to supporting the work of the college and will include activities such as the following:

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

c. Committees: Each tenured faculty member is expected to serve on at least two standing or multi-year committees during each academic year. Faculty who are on more than one (1) tenure committee the additional committee(s) will count toward their two (2) standing committees obligation. Participation on more than two (2) committees is on a voluntary basis. There will be no additional compensation for choosing to participate in additional committees. Program-related advisory committees, one (1) tenure committee, and temporary or infrequently-functioning task forces or committees, that usually do not involve at least five hours of participation (including required travel) per year shall not qualify as committee participation. A faculty member who does not self-identify committee service to their dean or supervisor by July 31st may thereafter be appointed to committees by the dean, supervisor, or V.P.I. Up to three union officers (identified by the Federation President annually) shall have committee responsibilities reduced to one committee per year.

2. Workload breakdown: Due to the variety of teaching modalities used at CPTC, a full-time teaching/student contact load can be defined by either contact hours or credits. For the respective types of faculty, the weekly instruction/student contact hours for full-time faculty are listed below:

- General Education Faculty/Transitional Studies/COL102: 64 credits annually
- Professional-Technical Faculty: 72-80 credits annually averaged over four quarters.
- Professional-Technical Faculty teaching in programs with external hours' requirements that exceed 25 student instructional hours a week will have a 1:1 reduction in College Support Functions up to 5 hours. College support functions will be determined between the faculty member and the dean. If no agreement is reached, the VPI will make a final determination.

- Professional-Technical Faculty that teach multiple cohorts concurrently; 22-25 instructional hours per week
  - Early Care & Education Faculty: 23-25 center hours per week for 37 weeks
  - Nursing Faculty: 20 hours per week
  - Faculty Librarians: 37.5 hours per week
  - Faculty Counselors: 37.5 hours per week
- a. The workload for a full-time faculty member teaching multiple courses concurrently will be based upon hours rather than credits.
  - b. In situations where a course is team-taught, the number of credits/hours for the course will be divided proportionately among the instructors for workload calculation purposes. Instances where accreditation or licensing requirements require additional instructors due to ratios are not considered team-taught.
  - c. Courses such as independent study, special projects, and internship assignments that require minimal instructor contact time are not counted in workload unless approved as such by the dean/supervisor. If these courses require more than a minimal time commitment by the instructor, the hours/credits attributed to workload will be determined between the dean/supervisor and faculty member after considering all relevant factors, such as the number of students in class, scheduled site visits, and the amount of work required by the instructor.
  - d. If a faculty member's full-time teaching load falls below the required credits or hours, the dean/supervisor will work with the faculty member to identify alternative teaching responsibilities to assure that a full-time workload is met. If an appropriate alternative teaching assignment is not available, the dean/supervisor will identify an alternative work assignment for the quarter. Repetitive quarters below the designated full-time teaching workload requirements may indicate a need for reduced staffing levels and may therefore lead to a reduced contract.
  - e. A quarterly or annual variance in workload may be agreed upon between the relevant Dean or Vice President and faculty to meet program or college objectives.
  - f. English, Communications, science classes with a laboratory component, and College 102 classes will be capped at a maximum of 24 students per class. Faculty may agree to increase the cap, with the payment of the low enrollment rate for each student above the cap up to a total of 34 students max (10 students over the cap max).

3. **Work Schedules:** Faculty members will submit their syllabi and quarterly schedule for the upcoming year to their dean/supervisor for approval. The schedule will include the class/student contact times, student connect/office hours, and other information as agreed. The modality of instruction may be determined in collaboration with the faculty member's dean.
  - a. **Instructional:** An instructional faculty member and their dean/supervisor shall develop an agreed-upon individual schedule, which meets workload requirements and division and program objectives. The VPI may be called upon to resolve any differences.
  - b. **Counselors/librarians:** Counselors and librarians shall develop unit schedules that meet the operational needs of their respective units, and provide those schedules to the dean/supervisor. Should coverage issues arise, librarians and counselors will have the initial responsibility to make the necessary adjustments to meet the operational needs of the unit. If the dean/supervisor believes that appropriate coverage remains an issue, they may take appropriate action to ensure that coverage occurs.
  - c. **On-line college connection:** Teaching on-line does not waive the responsibility for faculty to participate in college support activities as outlined above. Faculty teaching online will have a mutually agreed upon work plan to fulfill the college support requirement. Faculty teaching online for the first time will be required to complete online pedagogy training through the Teaching and Learning Center and complete this training by their second term teaching online.
  - d. **Time span for tenured/ tenure-track teaching responsibilities:** The scheduled time span (elapsed time from start to finish) for a tenured or tenure-track faculty member's teaching load shall not exceed 7.5 consecutive hours per day, plus the length of lunch, unless (1) the dean/supervisor offers and the faculty member accepts a longer span to provide a full-time schedule or (2) the faculty member so requests and the dean/supervisor agrees.

### **21.3 Employment contracts**

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

Tenured and tenure-track faculty members will receive annual employment contracts. A faculty member's agreement to a reduced or increased workload which requires prorating of compensation shall be accompanied by appropriate mutually acknowledged documentation.

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

The College at its sole discretion determines if a class will be cancelled due to low enrollment. If the College, with the instructor's agreement, decides to run a low enrolled class, the instructor will be compensated at the low-enrollment rate. This rate will be based upon the number of students still enrolled on the census date. This section only applies to adjunct or moonlight classes. The low enrollment rate cannot be used if the classes are required, with no alternative, for students to graduate (excluding general education and College 102 courses).

## **21.4. Compensation generally**

### **A. In general**

1. Notification of COLA, state increment and other salary improvement funding: When the legislature authorizes or allocates funds for COLA, increments and/or salary improvements, the College will notify the Federation. COLA percentages will automatically be applied to the base salary of each faculty member. Unfunded increases will be bargained if deemed necessary by either party.
2. Assignment variations: A tenured, tenure-track, or full-time adjunct faculty member shall be paid their regular salary rate for services which are performed as part of their regular assigned responsibilities, regardless of the instructional modality utilized.
3. Overpayments: If it is determined that the College has made an error in payroll distribution which has resulted in overpayment to a faculty member, then the College may reduce the salary of that faculty member by deducting the overpayment amount in equal installments from their paychecks. These deductions shall be made over a time period agreed to between the faculty member and the College. If agreement cannot be reached, or a faculty member terminates their employment before the full amount has been deducted, the College may recover the balance from the faculty member. Faculty who leave the college in a credit deficit based on future scheduling will be considered in overpaid status and must repay for those credits not taught or for which they were credited. For general education/TS/College 102 faculty, summer counts as 10 credits if in overpaid status.
4. Underpayments: Faculty who leave the college with a credit surplus based on future scheduling will be paid for those credits taught above their normal assigned credit load - 18-20 for Prof/Tech; 18 for GenEd, TS, Coll 102 in Fall, Winter, and Spring and 10 credits in Summer.

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

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

### **C. Special rates for full-time faculty (tenured, tenure-track, and full-time adjuncts)**

1. Moonlighting: A full-time faculty member who, with the approval of their dean or supervisor, provides teaching services which are outside of their regular scheduled responsibilities and in excess of their full-time weekly workload, shall be paid for that work at the appropriate part-time adjunct faculty rate in Appendix 1.

- a) To determine when a faculty member exceeds their quarterly credit load, deans will look at the projected annual schedule to determine if moonlight applies.

Example: An instructional faculty teaches 15 credits summer, 25 credits fall, 28 credits winter, and 18 credits spring. A moonlight of 6 credits would apply to winter quarter as they exceed the 20-credit load average.

- b) A professional/technical faculty member scheduled to meet the 72-80 credits annually in their program who chooses to moonlight in another program or general education courses shall receive the moonlight rate for those credits in excess of their program credits.
2. Late-Start stipend: A full-time faculty member whose quarterly schedule requires them to teach courses that start on or after 4 p.m. for at least twenty hours of on-campus professional-technical teaching/student contact time each week shall be paid a stipend in addition to their base salary. This late-start stipend shall be at the annual rate stated in Appendix 1, but prorated based on the number of quarter(s) (out of four) with these start times.
  3. Job Account stipend: Professional-Technical Faculty teaching in programs with job accounts that require 10 or more hours of extra work per week to maintain those accounts will be compensated by the Job Account Stipend in Appendix 1
  4. South Hill Liaison Stipend: Appendix 1
  5. Pilot Coordinator Stipend (in place of MOU): Appendix 1
  6. Faculty Stipend: Appendix 1
  7. Faculty Lead Stipend: Appendix 1

D. Professional development instruction

The compensation for teaching professional development courses to College employees shall be determined by the UMG.

**21.5 Third-party cost reimbursement**

A. Current employees

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



## **21.6 Exclusions**

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

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

## **21.7 Salary schedule**

A. New Hire Faculty will be placed at a starting salary determined by a market analysis completed by the Human Resources Office in coordination with the VPI. Market analysis will take into account the number of days, number of credits, and salaries of other comparable positions.

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

## **22.1 Pay practices**

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

## **22.2 Transportation reimbursement**

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

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

## **23.1 Primacy**

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

## **23.2 Changes notification**

The College shall notify the Federation President of contemplated new or amended policies affecting employees working under this Agreement as early as practicable prior to the first meeting of the Board of Trustees to consider such policy. The College shall give

the Federation reasonable opportunity for providing input before adoption and/or amendment of policy affecting such employees.

## **ARTICLE 24 - ANTI-HARASSMENT, INTIMIDATION, AND BULLYING**

### **24.1 Purpose**

The Federation and the College recognize the dignity and worth of every person. The aim of this article is to create a workplace climate of understanding and mutual respect so that each person is able to contribute fully to the development and well-being of students.

Central to the delivery of the highest possible quality education is a working environment where faculty feel valued, recognized, and safe.

The College and the Federation will not condone harassment, intimidation, or bullying behavior directed toward any member of the college community or to any person on college property. The College and the Federation are committed to a safe, civil, and equitable work and learning environment. The College and the Federation shall ensure a workplace and learning environment characterized by mutual respect and free of harassment, intimidation, and bullying. Correspondingly, all employees must abide by all College policies to ensure a work and learning environment free of harassment, intimidation, and bullying.

### **24.2 College Policy and Procedure**

The College formed a work group with faculty representation which collectively drafted and delivered a Harassment, Intimidation, Bullying, and Retaliation policy and procedure. This is now reflected as Chapter 2, Section 30 in the College's permanent policy and procedure handbook after going through a shared governance review process.

## **ARTICLE 25 – SPECIALLY-FUNDED FACULTY**

### **25.1 Definitions**

- A. "Special Faculty Appointment" means faculty funded under special appointments are non-tenure track (RCW 28B.50.851), faculty employed for programs contracted with other state, federal, local and private agencies or business and industry, with the exception of continuing education.
- B. "Appointing Authority" means the Board of Trustees of College District Number 29 or the district president when that board has delegated such authority to the President.
- C. "Nonrenewal" and "not renewed" mean a decision not to continue the appointment of a candidate for the succeeding term of employment.
- D. "Full-time" means an individual assigned a full work-load position.

### **25.2 Applicability and Exclusions**

- A. Continued employment is contingent upon funding availability.

- B. The following contract provisions do not apply to faculty on the Continuous Status Track: Article 9 Obtaining Tenure and Article 19 Adjunct Faculty.
- C. Faculty will be eligible for COLAs and increments (Articles 21.4 and 16, respectively) as long as the funding source can support the increase. This will require review at the beginning of every budget cycle of the special funds.
- D. Faculty will have access to professional development funds as described in article 16.9 and health insurance as described in 17.1 and 17.2.
- E. Continuous Status and Continuous Status-Track Faculty will qualify for the same rights/responsibilities in the following articles as those listed as Tenure or Tenure Track, respectively: Article 11 Grievances, Article 12 Dismissal and Reduction in Force, Article 13 Faculty Performance Assessment, Article 15 Leaves of Absence, Article 16 Professional Development (with the exception described above in 25.2.B.), Article 18 Job Openings, Article 20 Parking, and Article 21 Workload.

### **25.3 Eligibility for Continuous Status**

The Supervising VP will determine whether a position will be placed on the Continuous status-track.

### **25.4 Continuous Status Review Committees – formation**

- A. Appointments authorized: The majority of faculty ratifying this Agreement shall be deemed to have authorized the appointment by the Federation's governing board or its designee of faculty representatives to serve on continuous status review committees. The procedures for these appointments shall be determined by the Federation.
- B. Composition and selection
  - 1. Each Continuous status review committee will include one administrative staff representative (who may be the candidate's dean or direct supervisor) appointed by the College President or President's designee, one full-time student appointed by the associated student government, and three tenured or continuous status faculty members appointed by the Federation governing board or its designee. When feasible, one of the faculty representatives on the committee should be from the candidate's general professional area.
  - 2. The College President or President's designee shall seek to establish a review committee for each candidate by the end of the fifth week of the candidate's first quarter on Continuous status-track.
  - 3. Committee members who have not previously served on a continuous status review committee must take training offered by the Tenure Steering Committee.
- C. Term and vacancies
  - 1. Review committee members shall serve until such time as the candidate is either not renewed or Continuous status is granted.

2. If a vacancy occurs during the term of a review committee, the College President or designee shall appoint a replacement administrative member, the Federation President shall appoint a replacement faculty member, and the associated student government, under its procedures, shall appoint a replacement student.

### **25.5 Continuous Status review committees – general duties and responsibilities**

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

- A. Periodically evaluate the candidate faculty member;
- B. Meet at least once per academic year with the candidate's dean or other supervisor to collaboratively discuss areas of performance strength and concern.
- C. Advise the candidate faculty member regarding their strengths and areas needing improvement;
- D. Ensure the candidate faculty member develops (with their supervisor) a professional development plan and completes any applicable certification requirements;
- E. Review and monitor a plan to improve and to strengthen the candidate faculty member's performance based on the performance indicators; and
- F. Make formal recommendations to the President and/or Board of Trustees regarding the candidate faculty member's suitability for continued employment and continuous status.

### **25.6 Continuous Status review committees – operations**

#### **A. Guidelines**

Each review committee shall make good faith efforts to comply with (1) applicable laws, (2) this Article, and (3) the College's current handbooks on obtaining continuous status. In the event of any conflict, these authorities shall take precedence in that order.

#### **B. Committee functioning**

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

#### **C. Recommendations**

1. Second quarter: Each committee shall adopt a recommendation to the College President regarding continuation or nonrenewal of a faculty member's candidacy status, and forward this recommendation to the President at least two weeks before the end of the candidate's second quarter on continuous status track.

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

### **25.7 Actions regarding candidate's employment status**

1. Decision-making
  - a. President: The College President may continue or discontinue a faculty member on the candidate track by renewing or non-renewing their employment contract and giving appropriate notice before the start of the third or sixth quarter of candidacy (excluding summer quarters).
  - b. Board of Trustees: The final decision to award or deny continuous status shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendation of the review committee. Nothing in this Agreement precludes the Board of Trustees from receiving information or recommendations from persons other than a review committee, as the Board deems appropriate. Notice of any denial of continuous status shall be given at least one complete quarter, excluding summer quarter, before expiration of the candidate's appointment.
2. Effects of decisions on individual employment contracts  
A decision of the College President to discontinue a candidate by non-renewing their employment contract, or a Board decision to deny continuous status, shall terminate any individual employment contract after the required period of notice, notwithstanding any contrary time period or other language in that contract.
3. Extension  
If the review committee recommends extension of the candidate's period and the candidate consents, the Board of Trustees may extend the candidate's period for one, two or three quarters beyond the original candidate's period, excluding summer quarter.

### **25.8 Post continuous status review**

The College and Federation recognize the value of continuous professional growth and development.

In anticipation of the completion of the Post-Tenure Review Procedures Handbook, Continuous Status faculty will follow the procedures established in the Handbook.

### **25.9 Movement Between Tenure and Continuous Status**

- A. Continuous status track faculty whose position is converted to tenure eligible or who move to a tenure track position will be placed at the same quarter as they are on in their continuous status committee process. Faculty will keep any increments earned while on continuous status track.
- B. Faculty awarded continuous status by the Board of Trustees (completed the continuous status track) whose position is converted into a tenure eligible position or who move into a tenure eligible position will be presented to the Board of Trustees for their consideration of tenure as if the faculty were finishing their 8th quarter. Faculty will keep increments earned while on specially funded status.
- C. Tenure track faculty members who move to continuous status track will be placed at the same quarter as on their tenure track process. Tenured faculty who move to continuous status will be placed on continuous status and will not be placed on the continuous status track. Faculty will keep increments earned while they were on a tenure/tenure track position.
- D. Tenured status will be placed on hold during continuous status but they maintain their seniority.

### **25.10 Appointment of tenured faculty to continuous status**

- A. Credits upon appointment: A faculty member who is appointed to continuous status position shall maintain any current balance of professional development units (PDU's) or educational advancement credits, and any increment entitlement(s).
- B. Return to tenured status: If the continuous status appointment of an former tenured faculty member ends, and the faculty wishes to return to a tenured position, the faculty shall return to a tenured position with seniority accrued while on continuous status and position on the RIF list based on the date of assignment to the tenure track.

### **25.11 Confidentiality of reports**

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

## **ARTICLE 26 - MATTERS COVERED IN COMPLETE AGREEMENT AND CONFORMITY TO LAW**

### **26.1 Zipper clause**

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

### **26.2 Lawfulness**

Both parties believe that all provisions of this Agreement are lawful. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, and

if there is no timely appeal or the appeal process is exhausted, the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of the Agreement shall continue in full force and effect.

## **ARTICLE 27 - COPYRIGHT / MATERIALS OWNERSHIP / INTELLECTUAL PROPERTY**

### **27.1 Individual only**

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

### **27.2 Work for hire**

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

### **27.3 Mingled resources**

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

## **ARTICLE 28 - DURATION**

### **28.1 Complete agreement**

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

### **28.2 Term**

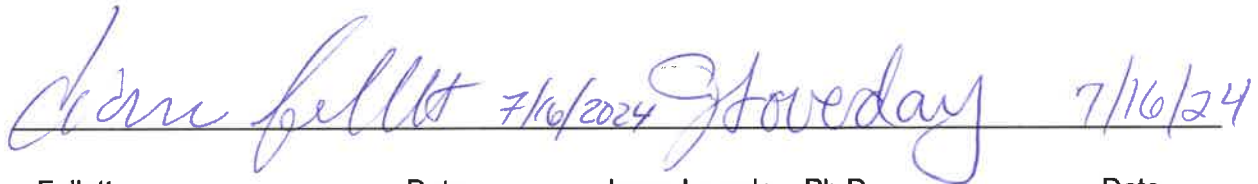
This Agreement shall be effective on July 1, 2024, and shall remain in full force and effect through June 30, 2027.

### **28.3 Extensions**

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

CLOVER PARK FED. OF TEACHERS  
LOCAL 3913

CLOVER PARK TECHNICAL COLLEGE  
DISTRICT #29



Diane Follett  
Local 3913 President College President

Date

Joyce Loveday, Ph.D.  
Clover Park Technical College President

Date

## APPENDIX 1

(Effective JULY 1ST, 2024)

### Clover Park Technical College

#### Special Rates:

- Late-start stipend (annual rate): \$1,200.00
- Curriculum development and Part Time Adjunct In-service rate: \$35.00 per hour
- In-service for full-time adjunct faculty is included in the prorated salary, per 21.4.C.
- Substitute rate: \$45 per hour
- Moonlight rate: Moonlight classes will be paid at the Adjunct Part-Time Faculty rate.
- Part Time Counselor/Advisor/Librarian Credit Equivalent Rate: 2 hours/week for 10-11 weeks = 1 credit at the Adjunct Part-Time Faculty rate.
- Low-enrollment rate: \$40 per course credit for each student who is enrolled on the tenth day of the quarter, prorated over the remaining pay periods on the quarter following the submission of the tenth day reports.
- Program Director/Lead Stipend: Faculty serving in a program lead role to meet the requirements of accreditation and appointed by their dean/supervisor to this role via contract will earn an annual stipend of \$1,000.00 and receive up to 10 credits release time per year to complete program accreditation requirements upon mutual agreement between the dean and faculty member. If no agreement is reached, the amount of release time will be determined by the VPI.
- Job Account Stipend: \$1,000 per quarter for faculty who spend 10 hours or more per week managing their job account
- South Hill Liaison Stipend: \$1750/quarter divided up per paycheck.



- Pilot Coordinator Stipend: (in lieu of a separate MOU): a \$20,000 stipend per fiscal year shall be shared by the Chief (60%) and the Assistant Chief (40%).
- Faculty Lead Stipend: \$1000 per year and either 5 credits moonlight per quarter or 5 credits release time per quarter.
- VEBA cash-out : Annual salary/ number of contract days / number of hours
- Bilingual Stipend: Annual stipend of \$350 to multilingual faculty that are willing to use their language skills when the College needs.

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

- Per Credit rate:

Part-Time Adjunct Faculty	\$1000 per credit
Part-Time Senior Adjunct Faculty	\$1030 per credit

These amounts are subject to COLA.

**APPENDIX 2**  
(Effective July 1, 2024)

**Clover Park Technical College**

**Full-Time Faculty Salary Schedule**

FY 23-24	FY 24-25	5.87% INCREASE	
	STEP	BASE	
	1	76167	
	2	77428	1261
	3	78688	1261
	4	79949	1261
	5	81210	1261
	6	82470	1261
	7	83731	1261
	8	84991	1261
	9	86252	1261
	10	87513	1261

*Includes final COLA of 5.87%*

**Tenure Track and Tenured Faculty Salary Schedule**

FY 23-24	8.92% INCREASE	FY 24-25	5.87% INCREASE
	BASE	STEP	BASE
		1	76167
		2	77428      1261
		3	78688      1261
		4	79949      1261
		5	81210      1261
		6	82470      1261
		7	83731      1261
		8	84991      1261
		9	86252      1261
		10	87513      1261
		11	88773      1261
		12	90034      1261

13	91295	1261
14	92556	1261
15	93816	1261
16	95077	1261
17	96338	1261
18	97598	1261
19	98859	1261
20	100119	1261
21	101380	1261
22	102641	1261
23	103901	1261
24	105162	1261
25	106423	1261
26	107683	1261
27	108944	1261
28	110205	1261
29	111465	1261
30	112726	1261
31	113987	1261
32	115247	1261
33	116508	1261
34	117769	1261
35	119029	1261
36	120290	1261
37	121550	1261

*Includes final increment of 5.87%*

**Appendix 2 Notes:**

Step 37 Added

Increments will be applied first then COLA

Faculty salary savings will be used to offset cost of increments

**Faculty Increments**

Faculty increment eligibility for In-Service, Professional Development, and Educational Advancement are outlined in Article 16. Each increment is \$1,261.