

AGREEMENT BY AND BETWEEN  
LAKE WASHINGTON INSTITUTE OF TECHNOLOGY  
AND THE  
LAKE WASHINGTON FEDERATION OF TEACHERS  
LOCAL 3533 AFT/ AFL-CIO  
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

# TABLE OF CONTENT

TABLE OF CONTENT ..... II

PREAMBLE ..... 1

ARTICLE 1 DEFINITIONS ..... 1

ARTICLE 2 RECOGNITION ..... 4

ARTICLE 3 MANAGEMENT RIGHTS ..... 4

ARTICLE 4 FEDERATION RIGHTS ..... 5

ARTICLE 5 EMPLOYEE RIGHTS ..... 6

ARTICLE 6 ACADEMIC FREEDOM ..... 7

ARTICLE 7 EMPLOYEE RESPONSIBILITIES ..... 9

ARTICLE 8 DUES DEDUCTION ..... 13

ARTICLE 9 DISTRIBUTION OF AGREEMENT ..... 13

ARTICLE 10 NON-DISCRIMINATION ..... 14

ARTICLE 11 ACADEMIC YEAR CALENDAR ..... 14

ARTICLE 12 WORKLOAD ..... 15

ARTICLE 13 CLASS SIZE AND SECTIONS ..... 16

ARTICLE 14 SUSTITUTES ..... 17

ARTICLE 15 PROGRAM SUPPORT ..... 17

ARTICLE 17 TENURE ..... 23

ARTICLE 18 FACULTY DEVELOPMENT ..... 25

ARTICLE 19 CONTRACTS ..... 27

ARTICLE 20 PAY INSTALLMENTS ..... 31

ARTICLE 21 COMPENSATION ..... 32

ARTICLE 22 LEAVES ..... 28

ARTICLE 23 EMERGENCY CLOSURE ..... 4

ARTICLE 24 INSURANCE ..... 44

ARTICLE 25 INDUSTRIAL ACCIDENT ..... 45

ARTICLE 26 FACILITIES..... 45

ARTICLE 27 EMPLOYEE PROTECTION ..... 45

ARTICLE 28 PERSONNEL FILE ..... 45

ARTICLE 29 PROGRAM VIABILITY ..... 46

ARTICLE 30 REDUCTION IN FORCE..... 48

ARTICLE 31 LAY-OFF PROCESS DUE TO PROGRAM VIABILITY OR REDUCTION IN FORCE ..... 50

ARTICLE 32 DISMISSAL..... 52

ARTICLE 33 APPEALS FOR FACULTY SEPARATION TO TO EITHER PROGRAM VIABILITY, REDUCTION IN FORCE, OR FOR  
DISMISSAL..... 56

ARTICLE 34 TRAVEL ..... 59

ARTICLE 35 COMMUNICATIONS ..... 48

ARTICLE 36 GREIVANCE PROCEDURE ..... 60

ARTICLE 37 ENTIRE AGREEMENT ..... 62

ARTICLE 38 WAIVER AND COMPLETE AGREEMENT ..... 62

ARTICLE 39 SAVING CLAUSE..... 63

ARTICLE 40 NO STRIKE..... 63

ARTICLE 41 TERM ..... 63

## Preamble

This Agreement is entered into by and between the Board of Trustees for Lake Washington Institute of Technology District 26, hereinafter called the "College" and the Lake Washington Federation of Teachers, #3533 AFT/ AFL-CIO, hereinafter called the "Federation." The term "College" used hereafter shall mean the Board of Trustees or its lawfully delegated representative.

This agreement sets forth the terms and conditions of employment for employees included in the bargaining unit.

## Article 1 Definitions

### Section 1.1 Definitions

"Academic Employee(s)" - Employees represented by the Federation in the bargaining unit as defined in the recognition clause, and referred to from time to time as "Faculty", "Faculty Member(s)", "Employee(s)", "Instructor(s)", "Teacher(s)", "Librarian(s)", and "Counselor(s)".

"Academic Year" - One hundred and seventy-three (173) contracted days in fall, winter, and spring quarters. The summer quarter is not included within the academic year.

"Activity" - The effort needed to accomplish an outcome as detailed in the faculty member's professional development plan.

"Adjunct Professor" - A part-time faculty member.

"Agreement" - This contract between the Board and the Federation.

"Assistant Professor" - A faculty member on an annually renewable contract.

"Associate Professor" - A tenure-track faculty member.

"Block" - Delivery of instruction to student cohorts within professional-technical programs enrolled in the same courses during a defined period of time, usually five (5) hours per day.

"Board," "Employer," "Employer Board," "College," "Trustees" - The Board of Trustees of the Lake Washington Institute of Technology, state of Washington College, District 26 as defined in RCW 28B.50.1401.

"Casual Employee(s)" - Faculty who work less than 20 consecutive days or 30 non-consecutive days in a twelve-month period.

"Class" - An educational offering assigned to a specific faculty member.

"College Seniority" - Seniority ranking for currently contracted faculty and shall be defined for faculty hired prior to September 1, 1991 as state seniority plus seniority at the College, and for faculty hired on September 1, 1991 or later as seniority at the College.

"Contract" - An individual employment contract between the College and a faculty member issued pursuant to the terms of this Agreement.

"Day(s)" - Calendar day(s).

"Department Chair" - Faculty who serve as lead in programs that neither offer BAS degrees nor have program-specific accreditation, nor have specific program needs necessitating Faculty Directors. Nominated and elected by program faculty, subject to approval of the Dean.

"District" -The state of Washington College District 26 as defined in RCW 28B.50.040.

"Evaluation" -The evaluation reports completed consistent with this Agreement.

"Faculty Coordinator (Step X)" -Promotional recognition of faculty who meet the eligibility requirements and have been selected by the President and assigned duties consistent with Article 22.

"Faculty Director" -Faculty who perform substantial administrative work related to program-specific accreditation, lead BAS programs, or otherwise engage in substantial program-specific duties beyond those of Department Chairs. Appointed by the appropriate administrator subject to approval from the Vice President of Instruction.

"Federation" -The Lake Washington Federation of Teachers (LWFT), Local 3533, WFT/AFT/AFL-CIO.

"Fiscal Year" -The period beginning July 1 and ending June 30.

"Full-Time Faculty" -A faculty member working one hundred seventy-three (173) contracted full-time work days during the academic year, which is exclusive of summer quarter.

"Immediate Family" -A spouse, parent, brother, sister, child, grandparent, grandchild by blood, marriage or legal adoption; or any person living in the immediate household of the employee.

"Increment" -Advancement from one step to another on the faculty salary schedules.

"Instructional Contact" -Credit-bearing lecture, lab, or clinical based instruction; online instruction; programmed self-paced instruction; or student contact in open lab settings.

"Instructional Hour" -Fifty (50) minutes of instructional time and ten (10) minutes of break time.

"Leave Day" -One of the five work days, usually consecutive and usually Monday through Friday, during a week of the academic year, such that the hours equal one-fifth (1/5) of a standard work week of forty (40) hours for a full-time faculty member, used for purposes of standardized leave accounting.

"Non-Instructional Day" -Days scheduled during the academic year for professional duties.

"Observation Narrative" -An administrator's written narrative of direct classroom observation.

"Office Hours" -Non-instructional hours for the purpose of student contact and other similar related college duties posted by the faculty member upon discussion and agreement with their administrator.

"Adjunct Professor" - A faculty member working less than one hundred seventy-three (173) full time work days during the academic year, exclusive of summer quarters.

"Adjunct Professor Year" - The amount of hours based on their department's instructional category: 750, 600 or 540 hours and which is used for the purposes of establishing eligibility in Article 23 (Leaves) and Article 22 (Compensation) as reported to Labor and Industries.

"Performance Review Document" -An administrator's written evaluation form (see Appendix C).

"P.E.R.C." - The Public Employment Relations Commission.

"Per Diem" - The proportional payment made for one day of a full-time faculty salary, calculated by dividing the salary by the number of work days in the contract.

"President" - The President of the Lake Washington Institute of Technology, District 26.

"Probationer" - An Associate Professor appointed by the President to a tenure track position and assigned to a standing Tenure Review Committee consistent with Article 18 of this Agreement.

"Professional Development Plan" -A collaboratively developed plan linked to the professional-technical skill standards for professional-technical certification, increment movement, and/ or evaluation. The professional development plan for full time faculty is not covered by the WAC 131-16-090 (-095), is developed in collaboration with the faculty and may relate to the professional-technical skill standards. Faculty and supervisors update this plan every year.

"Professional Duties" - A non-instructional portion of the full time faculty assignment for the purpose of conducting college business which includes but is not Limited to: program and curriculum development; educational outcomes assessment; advising, recruiting, and retention activities; accreditation and program review; committee participation; program management; and other activities approved by the supervisor.

"Professional Hours" - Time reserved for librarians and counselors that is not student contact.

Professor -A tenured faculty member.

"Professor Emeritus" - A retired tenured professor who has given at least five years of service in tenure track and tenured status who desires to return to teaching, upon approval from the Vice President of Instruction.

"Program Coordinating" -The act of performing department or program related professional responsibilities that is a duty of Faculty Directors or Department Chairs. Those responsibilities may include but are not limited to: accreditation, marketing, program start-up or enhancement, compliance reporting, clinical or work-based learning sites, etc.

"Promotion" - Reclassification and assignment to Professor or Faculty Director position with additional duties and responsibilities.

"Quarter" - One of four academic terms during the year during which the College offers classes.

"Release Time" - Reassignment from instructional contact to perform other work.

"Section" -One of two or more identical courses.

"Senior Adjunct Professor" -Adjunct Professors who have demonstrated successful teaching over a nine - quarter review process and are approved by the Vice President of Instruction.

"Stacked Classes" -Delivery of instruction consisting of multiple courses, usually with smaller enrollments, taught to different cohorts during a defined period of time, a type of block instruction.

"State Board" -The State Board for Community and Technical Colleges.

"Step" -The series of salary cells in Appendices A and B which are arranged vertically and which are used for the purposes of increments based on longevity.

"Summer Quarter" -The days of scheduled course operation beginning with the first class day following the end of the academic year and concluding at the date set by the President for summer break.

"Tenured Faculty" -A probationer who has been granted tenure in accordance with Article 18 of this Agreement.

"Work Day" -A full time faculty work day is one of the 173 contracted days during the academic year. For scheduling and leave reporting purposes, a work day is eight (8) hours unless otherwise agreed to pursuant to Article 12. A part time faculty work day is pursuant to Section 20.1.

## **Article 2 Recognition**

### **Section 2.1**

The College recognizes the Lake Washington Federation of Teachers, #3533 AFT/ AFL-CIO, as the exclusive bargaining representative with respect to wages, hours and conditions of employment for all full-time and regular part-time certificated employees employed in the College.

### **Section 2.2**

Excluded are the President, administrative officers of the College, all supervisory and confidential employees, all classified employees, all casual employees, and non-credit teaching employees.

## **Article 3 Management Rights**

### **Section 3.1 Responsibilities of the College**

The College has the responsibility and authority to manage and direct on behalf of and is held accountable to the public for all operations and activities of the College to the full extent authorized by law. The exercise of the powers, rights, authority, duties, and responsibilities by the College and the adoption of such rules, regulations, and policies as it may deem necessary shall be exercised so as to not conflict with the terms of the Agreement.

### **Section 3.2**

Examples of Management Rights such rights are, by way of illustration, but not limited to:

#### **Section 3.2.1**

Determination and supervision of all policies, operations, methods, processes:

#### **Section 3.2.2**

Determination of the size of the College, including the budget and the number and type of academic and nonacademic staff;

#### **Section 3.2.3**

Determination of duties and responsibilities of bargaining unit members, standards of employment-related performance evaluation, assignments, responsibilities to be performed, and scheduling of these responsibilities all as consistent with the terms of this Agreement.

#### **Section 3.2.4**

Determination of person employed, promotion, transfer, non-appointment, nonrenewal, reassignment, suspension, termination, or layoff of bargaining unit members all as consistent with terms of this Agreement;

#### **Section 3.2.5**

Planning, establishment, modification, reorganization or abolition of the College's programs and courses or instruction;

#### **Section 3.2.6**

Determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property;

### **Section 3.2.7**

Determination of the means, methods, budgetary and financial procedures and personnel by which the College's operation are to be conducted; and

### **Section 3.2.8**

Determination of rules, regulations, and policies not inconsistent with this Agreement, and therewith to require compliance.

## **Article 4 Federation Rights**

### **Section 4.1**

The Federation shall have the right to use College facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Federation agrees to reimburse the College for any school materials and supplies used. The Federation agrees to follow prescribed College procedures for such use.

### **Section 4.2**

The Federation shall have the right to post proper notices of interest to employees on designated College bulletin boards by duly authorized representatives of the Federation.

### **Section 4.3**

**Federation Business Leave:** The College will grant up to ten (10) days or eighty (80) hours per year, or more upon President or designee approval, to employees for the purpose of Federation business. Requests will be made to the President or designee and such leave will be granted; provided that the leave does not create a hardship on the educational program of the College. The Federation will reimburse the College the cost of necessary substitutes for Federation initiated requests.

### **Section 4.4**

**Federation Leadership Leave:** An employee may request release time, or the Federation may request release time for its members, for the purposes of participating in Federation leadership opportunities. The President or designee has the sole discretion to grant such a request. The College will be reimbursed for such leave.

### **Section 4.5**

The Federation shall have the right to use the intra-College mail services and employee mail boxes for communications to employees.

### **Section 4.6**

Upon reasonable request of the Federation, the College will furnish information that is normally produced in the day to day operations of the College and is germane to their representation rights. Costs of furnishing other than day to day material shall be paid by the Federation. Such information shall be made available in a timely manner.

### **Section 4.7**

The President of the Federation or designee shall be scheduled on the report section of the agenda for each regular monthly meeting of the Board of Trustees. A copy of the agenda, minutes, and related study materials shall be forwarded to the Federation at the same time and in the same form it is transmitted to the Board members.



## **Section 4.8**

Notwithstanding the above provisions, in the event the Federation, its officers or agents, and/ or members, engage in a strike, or concerted work stoppage, any and all of the above provisions are cancelled, during the period of such activity.

## **Article 5 Employee Rights**

A taskforce will meet by June 15, 2021 to consider defining paid administrative leave. The contract may be re-opened to address this topic.

A taskforce will meet by June 15, 2021 to review faculty discipline. The contract may be re-opened to address this topic.

A taskforce will meet by June 15, 2021 to establish a process for student complains. The contract may be re-opened to address this topic.

### **Section 5.1**

No employee shall be required to work more than five (5) consecutive hours without a meal break.

### **Section 5.2**

No mechanical or electronic devices shall be installed in or used in any classroom or meeting or brought in on a temporary basis which would allow a person to be able to listen to or record the procedures in any class or meeting without the expressed knowledge and permission of the other party.

### **Section 5.3**

In accordance with state law and college policy, employees shall not be required to perform unethical or illegal acts.

### **Section 5.4**

Employees shall have the right to have a representative of the Federation present at scheduled investigatory meetings and when being formally reprimanded or disciplined. Grounds for the investigation and details of allegations forming the basis for disciplinary action shall be made

available to the employee in writing at least two (2) workdays prior to the investigatory or disciplinary meeting. The Employer agrees to provide such notice within ten (10) working days following completion of its investigation.

### **Section 5.5**

No employee shall be disciplined or discharged without just cause. Discipline will be corrective rather than punitive and will, except for serious offenses, follow a line of progression.

Except in serious offenses progressive discipline will include:

- A. Verbal reprimand,
- B. Written reprimand,
- C. Suspension,
- D. Discharge.

A verbal reprimand/warning is an action taken as a result of an investigation and conclusion of inappropriate behavior. The verbal reprimand/warning will be preceded by two (2) work days' notice of a meeting consistent with Section 5.4.

In determining the discipline to apply, the supervisor will consider the nature and seriousness of the offense and the employee's past work record.

## **Section 5.6**

Investigations of alleged Title IX violations or other serious conduct issues that may result in disciplinary actions will be prompt, thorough, and impartial. The college must follow published procedures in the investigation of such issues.

College policies and procedures for investigation of alleged Title IX violations or other serious behavioral violations have been developed collaboratively by the administration and members of the faculty and staff. Any revisions to this process will occur in the same manner.

Such procedures will be maintained by Human Resources, and available in the Faculty Handbook.

## **Section 5.7**

The college will provide access to a secure office area and private space as necessary for all full-time academic employees. The office will meet the functional needs of the academic employees. Tenured Faculty on approved leave will not have their offices reassigned provided the leave does not exceed one academic quarter.

## **Section 5.8**

The College will take prudent and reasonable measures to provide a safe and healthy environment for employees. The College will follow state and federal law in maintaining college safety and security policies, procedures, practices, and reporting.

## **Section 5.9**

The College will not assign faculty to classes that require a physical presence beyond a fifty (50) mile radius of the Kirkland campus unless mutually agreeable.

## **Section 5.10**

Administration reserves the right to confer with an annual renewable faculty member to a "Non-Disciplinary Contract Renewal Conversation" to alert them to the need to be in compliance with the goals and direction of the college or department, not related to academic freedom. The faculty member has a right to union representation at this meeting. This meeting would be held in Fall or Winter quarter. Appendix G for Form.

# **Article 6 Academic Freedom**

## **Section 6.1**

Employees have the right to present instructional materials which are related to the course objectives and are not in conflict with the courses of study at the College or rules prescribed by the Board of Trustees, the State Board for Community and Technical Colleges, the State Board of Education, or the Superintendent of Public Instruction (SPI).

## **Section 6.2**

The Federation and administration agree that an atmosphere of academic freedom is a fundamental prerequisite to excellence in higher education. Faculty and students engaged in the pursuit of knowledge and truth must be free to grow intellectually, challenge conventional wisdom and explore all avenues of thought.

Academic freedom exists to protect the intellectual independence of faculty from interference in the pursuit of knowledge, and the expression of ideas. The College may not impose political, ideological or religious orthodoxy on faculty through the hiring, tenure or termination process, or through any other administrative means.

A major responsibility of faculty is to provide a spectrum of significant scholarly viewpoints on course subjects. Grades will be based on course requirements and assessed knowledge of the subjects and disciplines of study.

### Section 6.3

#### Rights:

- A. Recognizing the constraints of law, faculty are free to exercise their Constitutional rights without institutional censorship, discipline, or other interference.
- B. As professionals in their respective fields, faculty are free to determine the specific content, instructional techniques, methods and modes of instruction for their courses within the limits of course objectives, departmental and divisional standards, and reasonable financial constraints.
- C. Faculty are free to pursue scholarly inquiry and discourse without restraint, recognizing the equal rights of others to dissent and assuming responsibility neither to speak nor publish libelous statements.
- D. Faculty have the right and responsibility to determine grades and other academic evaluations of student performance. Appropriate and qualified faculty, such as those in same or related programs, will be included in grade appeals and grade changes, and in the development of grade change and appeal procedures.

#### Syllabus:

The administration recognizes that the syllabus for each class is a part of course content. Contents of the syllabus are therefore determined by the faculty in accordance with Section 6.3.B. of the Collective Bargained Agreement. Faculty agrees that certain content is essential and will be included in each syllabus, and that the language and requirements of syllabi are subordinate to the college policy. Where no college policy exists, syllabi may establish course policy.

Essential content for syllabi is defined as:

- Course information including course name and section number, meeting times and location(s), number of credits, mode(s) of instruction, and required pre-requisites and/or co-requisites
- Instructor contact information including name, office number, college telephone extension and college email address
- SBCTC approved course outcomes/competencies
- Official course description
- Required textbooks, equipment, and supplies
- A list of assignments for the quarter
- Grading scale and a statement of grading policies
- Course policies and procedures, to include the college approved statement regarding academic integrity.

All syllabi must be technologically accessible.

## Article 7 Employee Responsibilities

### Section 7.1

No employee covered by this agreement shall use College facilities, equipment or property for personal or monetary gain.

### Section 7.2

**Professional-Technical Certification:** The purpose of this section is to detail the process for certifying professional technical faculty that meet the criteria under WAC 131-16-070-095.

### **Section 7.2.1**

**Faculty Responsibilities:** Faculty will be responsible for:

- A. Self-assessment,
- B. Submitting professional development plan,
- C. Documenting activities,
- D. Maintaining related documentation,
- E. Maintaining necessary First aid/CPR, if appropriate,
- F. Applying for certification renewal, etc.,
- G. Including a summary with professional development plan at the completion of each activity.

### **Section 7.2.2**

#### **Employee Responsibilities**

In emergency circumstances Federation members and faculty are proud to make necessary sacrifices and to take on additional responsibilities to serve the needs of the college and students, but emergency measures should never be considered as establishing a standard of performance or practice for normal situations.

### **Section 7.2.3**

**College Administration Responsibilities:** Administration shall be responsible for the approval of the professional development plans and approval of the professional development activities.

### **Section 7.2.4**

**Initial to Standard Certification Activities:** To move from Initial to Standard certification the instructor will either, as the result of an assessment and development of a professional development plan, complete the first five courses that meet the requirements for the core critical work functions as detailed in the skill standards for professional-technical instructors OR successfully document the attainment of the course outcomes.

### **Section 7.2.5**

**Standard Certificate Renewal:** To renew professional technical Standard certification, the instructor will, as the result of an assessment and development of a professional development plan, complete 5 activities that meet the requirements for critical work functions as detailed in the skill standards for professional-technical instructors.

### **Section 7.2.6**

**Professional Development Plan:** The professional development plan should address, at a minimum, the professional-technical faculty's ability to:

- A. Provide student instruction,
- B. Supervise learning environments,
- C. Implement curriculum,
- D. Outcomes,
- E. Assessments.

The professional development plan shall be developed in collaboration with the instructor and will include, based on local bargaining agreements, at least five (5) professional development activities linked to the skill standards for professional-technical faculty.

### **Section 7.2.7**

**Activity:** An activity is defined as the effort needed to accomplish the outcomes as detailed in the faculty member's professional development plan. These accomplishments and/ or efforts may be a combination of the examples below:

- A. Courses,

- B. Workshops/seminars,
- C. Develop new courses of instruction,
- D. Conferences,
- E. Industry experiences and projects,
- F. Projects that improve instruction or the college,
- G. New program or existing program certification/self-study,
- H. Individual certification/degree,
- I. Special projects as approved by the administrator.

## Section 7.3

Faculty Nomenclature:

**Senior Adjunct Professor Criteria:** Part-time faculty may be eligible to apply for Senior Adjunct consideration after they have taught for a minimum of three (3) classes and/or one (1) year of consistent service. Once meeting that threshold, the part-time faculty member should inform their Dean that they are interested in applying for Senior Adjunct Status.

During the period of teaching the next six (6) classes and two (2) years of consistent service, student course evaluations will be conducted for each class the candidate teaches. The Dean or their designee will conduct a classroom observation at least once a year. The applicant will submit an annual portfolio of their work to their Dean. Requirements for the portfolio include: Course evaluations and Dean/designee observations; a written self-reflection statement based on the most recent evaluations, class observations, and teaching performance.

**Eligibility:** The Dean Shall review the portfolio annually. At the end of the review period, the Dean may award Senior Adjunct status, decline Senior Adjunct status, or recommend additional work in consideration with the full-time faculty in respective department. Notification will be in writing to the Senior Adjunct candidate, and the Vice President of Instruction.

Upon being awarded the title of Senior Adjunct Professor, the faculty member will be given priority for course assignments within their department only after Professor, Associate Professor, Assistant Professor and Professor Emeritus. They will also be given right of first refusal over non-Senior Adjunct professors that teach the same content. Priority assignment and refusal rights only apply until the Senior Adjunct meets 50% of the definition of a full-time course quarterly workload, or meets the State or College definition of benefits eligible. If the candidate meets the minimum qualifications, the Senior Adjunct Professor will be guaranteed an interview for any open Annual Renewable or Tenure-track faculty positions. The title and status of Senior Adjunct Professor is perpetual as long as the faculty member remains active and in good standing with the college.

**Professor Emeritus Criteria:** Retired Professors who have given at least five years of service in tenure track and tenured status who wish to continue working with the college in some capacity, may by agreement of the President or designee, be appointed Professor Emeriti. Such appointments shall require a memorandum of understanding that includes: the work to be performed by the Professor Emeritus teaching load or special assignments), and commensurate compensation. The MOU should be divided by quarter and include all work and compensation for one year, at which time the appointment shall end unless renewed by agreement between the President or designee. A new MOU shall be produced annually. Renewal shall be limited to five years except in extraordinary cases. Compensation shall be determined by the adjunct faculty schedule, and no special rights beyond those held by all adjunct faculty shall be ensured to the position. Benefit status is subject to provisions established by retirement funds (TIAA, PERS, etc.).

**Course Assignments:** The Dean shall offer course assignments to the Professor Emeritus sufficient to maintain benefits and the Professor Emeritus shall have a right of first refusal before the same courses are offered to the Senior

Adjunct professors or Adjunct Professors. Professor Emeritus shall not have right of first refusal over Assistant Professors, Associate Professors or Professors.

Annual Commitment Letter:

- A. The College shall provide Professor Emeriti an annual commitment letter, which shall cover fall, winter, and spring quarters.
- B. Professor Emeritus is not a guarantee of continued employment nor of Professor Emeritus status beyond the annual commitment letter.
- C. The annual commitment letter signifies the College's earnest attempt to assign sufficient appropriate classes to the Professor Emeritus in order to maintain benefits but is not a guarantee.

## **Article 8 Dues Deduction**

### **Section 8.1**

Upon receipt of a written employee Dues Deduction Authorization and assignment from an employee, as defined under the Recognition Section, the College will make the appropriate payroll deductions as certified by the President of the Federation and transmit the monthly dues to the Federation. Any change in the rate of membership dues will require at least thirty (30) calendar days' written notice to Payroll Services.

### **Section 8.2**

The Federation will indemnify, defend and hold the College harmless against any claims made against and any suit instituted against the College on account of any check-off of Federation dues. The Federation agrees to refund to the College any amounts paid to it in error on account of U1e check-off provision.

### **Section 8.3**

It is understood and agreed that this dues deduction system is only for the collection of dues and shall not be used for the collection of any Federation imposed fines, penalties or assessments, nor will it be used for the collection of initiation fees or any other type of Federation collection of moneys. The authorization for dues deduction is irrevocable for a period of six (6) months from the date of authorization. The employee shall provide written notice to the Federation and to Payroll Services of their wishes to no longer have dues withheld from their check.

## **Article 9 Distribution of Agreement**

### **Section 9.1**

**The College shall provide online access of the Collective Bargaining Agreement to all faculty. The current contract will be maintained and accessible on the human resources website. Section 9.2**

All newly appointed Full-time faculty will be provided by email a digital copy of the Collective Bargaining Agreement along with their offer letter or welcome email. The Federation President or designee will be provided an opportunity to meet with the new Full-Time faculty to introduce the Federation and answer questions..

### **Section 9.3**

All newly appointed adjunct faculty will be provided by email a digital copy of the Collective Bargaining Agreement. The Federation's President or designee will be given an opportunity to meet the Federation, meet newly hired part-time faculty, and answer questions..

## Article 10 Non-Discrimination

### Section 10.1

The College and the Federation agree that faculty shall have the right to join and participate in the activities of the Federation. The College and the Federation further agree that they will not discriminate against any employee by reason of their membership or non-membership in the Federation.

### Section 10.2

Neither the College nor the Federation shall discriminate against any faculty member in regard to race or ethnicity, creed, color, national origin, sex, marital status, sexual orientation, age, religion, disability (unless based on a bona fide occupational qualification), genetic information, veteran status, or status as a mother breastfeeding her child. t.

### Section 10.3

Religious or political activities (or lack thereof) and the private and personal life of any faculty member shall not be grounds for disciplinary action unless the College shows just cause that such activities are harmful to the education program.

## Article 11 Academic Year Calendar

### Section 11.1

The College develops and establishes the academic calendar(s) with input from the Federation. Input to the proposed calendar should be received from the Federation by the end of November each year. The placement of contracted non-instructional days within the academic year will be identified on the college calendar.

### Section 11.2

The following guiding principles will be used in developing annual calendars when possible:

- A. Fall, Winter, and Spring instruction begin on Mondays but not immediately after a holiday.
- B. Fall, Winter, and Spring academic terms, including all instructional days and non-instructional days, are scheduled within a 11-week (11) block.
- C. Summer term is scheduled within an eight (8) week block.
- D. A rolling 2-year, approved calendar will be maintained.
- E. The College calendars will be posted on the College website and intranet.
- F. Exceptions or changes to the calendar must be approved by the College Administration.

## Section 11.3

Guidelines for the scheduling and intended use of contracted non-instructional days:

- A. Three (3) faculty preparation days.
- B. Six (6) Faculty professional responsibilities days, two (2) each at the end of Fall, Winter, and Spring instructional terms.
- C. Four (4) advising days.
- D. Four (4) professional development/ curriculum days scheduled by the Vice President of Instruction. The college administration reserves the right to utilize one (1) of these days at need.
- E. Five (5) professional days scheduled by the College administration.
- F. One (1) professional day scheduled by the College administration that includes commencement activities in June.

## Article 12 Workload

### Section 12.1

**Workload:** Full time faculty receive a one hundred and seventy-three (173) day academic year contract and are responsible for all of the following workload requirements:

- A. Teaching eighteen (18) to twenty-five (25) instructional contact hours per week or five hundred and forty (540) to seven hundred and fifty (750) instructional contact hours per year. Contact hours by type of instruction delivery are defined as:
  1. Theory only -18 hours.
  2. Theory /Guided Practice/Field-based -20 hours.
  3. Allied Health -18 hours.
  4. Stacked - 20, or 25 with program support.
  5. Block - 20, or 25 with program support.

### Section 12.1.1

Full time faculty are responsible for all of the following additional workload requirements:

- A. Holding five (5) office hours per week. Office hours must be:
  1. Approved by the faculty member's supervisor.
  2. Posted in the faculty member's instructional or office area.
  3. Published in each course syllabus for the benefit of students and staff desiring to schedule time with the faculty member.
- B. Performing professional duties, including but not limited to:
  1. Submit quarterly grades on time.
  2. Program and curriculum development.
  3. Create, renew and maintain current, industry-relevant curriculum and effective teaching methods.
  4. Educational outcomes assessment.
  5. Participate in advising, recruiting and retention activities.
  6. College accreditation and program review.
  7. Participation on two (2) or more committees. Tenured faculty serve on tenure committees first. Committee participation is:
    - i. Required for tenured and temporary non-tenure track full time faculty.
    - ii. Voluntary for probationary faculty.
    - iii. Reduced to one (1) committee obligation for up to four (4) Federation elected officers.



- iv. Reduced or eliminated for faculty who manage ancillary programs as approved by the supervisor.
- v. Reduced or eliminated for faculty with significant program leadership as approved by the supervisor.
8. A Faculty Senate is recognized by the College as an official committee, and service as an elected or appointed member of the Faculty Senate will be counted toward the workload requirement of committee participation.
9. Other activities approved by the supervisor.

### **Section 12.1.2**

The Vice President of Instruction may assign counselors or librarians a combination of instructional, professional, and office hours different from those prescribed in this Article. Counselors and librarians are assigned duties consistent with their job classification. Each counselor and librarian in conjunction with their supervisor will develop a work activity plan regularly. Professional hours shall comprise twelve and one-half percent (12.5%) of the quarterly work activity plan; i.e., one-eighth (1/8) of the total contracted days, five (5) hours per week, etc.

### **Section 12.2**

**Academic year relief, program support, and other faculty support:** To achieve five hours of relief, full time faculty teaching in programs that cannot be taught less than 25 hours per week blocks will receive program or faculty support in the form of up to ten hours per week of technical aide assignment, or compensation, or other relief as agreed on by the Vice President of Instruction and faculty. This workload relief is considered separate from program support addressed in Article 15 (other program support).

### **Section 12.3**

The Vice President of Instruction may approve additional relief strategies for faculty.

### **Section 12.4**

**Work Schedule:** Daily teaching assignments must not extend beyond nine continuous hours without agreement between the faculty and supervisor. Alternate work schedules may be agreed to in order to meet faculty, program, or workload requirements; e.g., flexible work hours, unbalanced loads from quarter to quarter within the year, etc.

## **Article 13 Class Size and Sections**

### **Section 13.1**

**Class Size:** Class size shall be limited to the number of work stations or a maximum student/ faculty ratio of 25:1, whichever is greater; however, any faculty member may agree to a higher maximum student/ faculty ratio, which ratio shall be determined in cooperation with the Vice President for Instructional Services or designee. Available classroom space, laboratory requirements, equipment availability, student and staff safety, budget, curriculum delivery, and accreditation requirements will be considered when making such decisions. If a faculty member believes their student/faculty ratio is established at too high a level, he or she may appeal directly to the Vice President of Instruction for reconsideration.

### **Section 13.2**

**Cohort Size:** In a cohort program the faculty lead could accept over the maximum ratio for the class and that ratio will be the cap for the remainder that cohort is enrolled in the program. This decision should be made in consultation with the department and Dean prior to admission. All faculty teaching the larger cohort will be paid according to the Under/Over Section 21.6.

### Section 13.3

**Class Sections:** Should the College schedule like sections of a particular course, full-time faculty shall be assigned on the basis of seniority. The senior faculty member shall have the choice (first right of refusal) of selection of like sections. Should the College schedule like sections of a particular course that are funded on a contract, self-support, or grant basis, seniority shall not be a factor for selection of non-probationary or non-tenured faculty.

## Article 14 Substitutes

### Section 14.1

The President or designee will determine whether to hire a substitute teacher or cancel the class when the regular teacher is absent due to an illness, injury, or emergency. It shall be the option of the President or designee to assign a full time faculty member, after conferring with them, to substitute during their office and/ or professional hours for the absent faculty member before a substitute is called.

### Section 14.2

Should it be determined that a qualified substitute is not available, the full time faculty member and/ or the administrator shall select one of the following options:

- A. Class can be cancelled and not made up.
- B. Postpone class until later if time and space allow.
- C. Cancel class and require students to complete sufficient makeup work to receive credit for the instructional content missed.
- D. Combine class with another similar class where space and safety allow and faculty are willing to do so.

### Section 14.3

Faculty members who substitute outside of their office and professional hours will be paid at their regular pay rate for substitute teaching.

## Article 15 Program Support

### Section 15.1

Instruction programs may receive program support when:

- A. There is a three-year average of 28 or more full-time equivalent students enrolled in the program per full time faculty member.
- B. There is a three-year average of 28 or more full-time equivalent students enrolled in related programs per full time faculty member.
- C. The Vice President of Instruction or designee determines program support is needed due to:
  1. Safety issues as identified in 29 CFR 570.50 - .68, or
  2. Any combination of the following with safety as a priority when the number of students increase:
    - i. Faculty supervising two or more program laboratory spaces.
    - ii. Significant ancillary program management.
    - iii. Extensive lab and equipment setup and teardown.
    - iv. Complex lab environment that is impractical for one instructor to cover.

### Section 15.2

The Vice President may approve additional program support as needed.

## Article 16 Evaluation

### Section 16.1

**Faculty Evaluation Overview:** Evaluation is a continuous process that includes multiple indices, each of which must be considered over time and must be consistent with the faculty's contracted status, e.g., full-time and part-time (supplemental, summer, and special assignments). Evaluations of faculty performance:

- A. Ensure the quality and effectiveness of the educational program.
- B. Seek methods for continually improving faculty teaching strategies.
- C. Identify specific strengths and weaknesses and assist in developing procedures for correcting weaknesses.
- D. Formally recognize faculty strengths and accomplishments.
- E. Identify professional development needs and ensure skills, knowledge, and certifications needed in the core subject area are current.
- F. Meet the Northwest Commission on Colleges and Universities standards.
- G. May be administered online or paper, as agreed by the faculty and administration.

### Section 16.2

**Evaluation of Full Time Faculty:** This section describes the procedure used to evaluate full-time faculty. The College evaluates probationary faculty consistent with the provisions of Article 18. The review period is from July 1 through June 30th of each year.

#### Section 16.2.1

**Components of Evaluation:** The evaluation cycle will consist of annual faculty evaluations and one comprehensive evaluation every four years. Normally, the schedule will be planned such that no faculty will have two consecutive years of a comprehensive evaluation. At any time, a comprehensive evaluation of faculty performance may occur at the request of either the administration or faculty. The following chart provides one example of a faculty's evaluation cycle.

**Faculty's Evaluation Cycle Example**

Evaluation Component/Evaluation Cycle	Regular	Regular	Comprehensive	Regular
Student Survey Faculty	Student	Student	Student	Student
<b>Student Survey Course</b>	<b>Student</b>	<b>Student</b>	<b>Student</b>	<b>Student</b>
Peer Evaluation	Peer	None	None	None
Portfolio	Portfolio update	Portfolio update	Portfolio update	Portfolio update
Conference	One administrative conference	One administrative conference	One administrative conference	One administrative conference

Administrative Evaluation	Faculty Evaluation Document	Faculty Evaluation Document	Faculty Evaluation Document and Classroom Document	Faculty Evaluation Document
---------------------------	-----------------------------	-----------------------------	--	-----------------------------

## Section 16.2.2

**Regular Faculty Evaluation:** Regular faculty evaluations will occur annually and consist of the student survey, the Faculty Evaluation Document, and a review of all components of the faculty member's portfolio.

- A. **Annual Administrative Evaluation:** An evaluation meeting is scheduled at a time that is mutually agreeable to both the administrator and faculty member. Before the meeting, the faculty will leave their portfolio with their administrator, and the administrator will complete the Faculty Evaluation Document.
1. During the evaluation conference, the portfolio will be reviewed and updated.
  2. The faculty will sign the Faculty Evaluation Document and Professional Development Plan to indicate that faculty has received the copy.
  3. Within five working days of receiving the Faculty Evaluation Document, the employee may submit any other written comments about the evaluation items that will, on the employee's request, get attached to the form in their personnel file.
  4. A copy of the Faculty Evaluation Document and attachments is filed in the employee's personnel file.
- B. **Peer Evaluation:** Peer evaluation enhances the growth of the faculty and the peer. Peer evaluation will include professional techniques (e.g., teaching, counseling, librarianship), review of relevant materials, and ability to work with students. The faculty and administrator will mutually agree on at least one peer evaluator (who must be full-time, non-probationary faculty). Faculty will be evaluated by a peer at least once every four years, not to coincide with the Comprehensive Evaluation. The peer evaluation is included in the portfolio.
- C. **Student Survey:** Students have an opportunity to evaluate individual faculty one time during the designated quarter. The College will administer a student survey during the first three quarters of employment and once each year afterward. In the absence of sufficient student responses, administration may decide to administer further electronic evaluations. Paper surveys will be used only when electronic surveys are unavailable or compromised. The administration and faculty will consult to decide whether the repeat evaluations will be done during same quarter or in the following quarter.
1. A person other than the faculty under evaluation (e.g., designated student, staff, or other faculty) will administer the student survey at a time arranged by the faculty and administration.
  2. The College, in consultation with LMC will process the surveys and transcribe verbatim the narrative comments or generate an online report, including the student comments as written. The Instructional Office will generate reports for the administrator and faculty, which includes all student responses. The original student evaluations (online or paper) will be retained in the instructional office. Copies will be generated for the faculty within two weeks after the current grading cycle.
  3. The Federation can audit all original documents and data entered online if requested to do so by the faculty, subject only to the restrictions in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g;34 CPR part 99. The College keeps all original documents, both paper copies and online reports consistent with current records retention rules.
  4. The student surveys (online and paper) will be developed and reviewed annually by a faculty subgroup of the Instructional Council. Changes to the student surveys will be approved by the

Instructional Council and the master copies housed in the office of the Vice President of Instruction and available online.

- D. **Portfolio:** Faculty will maintain and keep the portfolio to highlight the faculty's teaching effectiveness, progress toward program and professional development goals, and professional accomplishments. The portfolio will include, but is not limited to, these items:
1. Professional goals and professional development plan.
  2. Teaching materials.
  3. Peer feedback.
  4. Summary of student surveys and narrative comments.
  5. Faculty's summary of accomplishments including copies of certifications, awards, degrees, licenses, etc.

### **Section 16.2.3**

**Comprehensive Evaluation:** The comprehensive evaluation process will include:

- A. Administrative observation of faculty teaching. The observation is scheduled at a mutually agreeable time.
- B. Portfolio review and review of faculty of observation and performance.
- C. Student surveys.
- D. Final written and signed Faculty Evaluation Document and Professional Development Plan.

#### **Section 16.2.3.1**

Additional meetings may be scheduled as necessary. The portfolio review and review of faculty performance may be combined with the final written comprehensive evaluation.

#### **Section 16.2.3.2**

Completed documents and portfolio are to be returned to faculty by the end of the academic year.

#### **Section 16.2.3.3**

Within five working days of the evaluation meeting, the employee may submit any other written comments about the evaluation items that will be attached to the form in their personnel file.

#### **Section 16.2.3.4**

It is the responsibility of the administrator to provide the original Faculty Evaluation Document and faculty comments to Human Resources to be included in the employee's personnel file.

### **Section 16.3**

**Evaluation of Part Time Faculty:** This section describes the procedure used to evaluate part time faculty. The review period is from one evaluation to the next. Part time faculty will be evaluated using the Faculty Evaluation Document once in the first year of employment and once every four (4) calendar years afterward. The Dean will make an interactive connection with the adjunct faculty to discuss the evaluation. At any time, an administrative or peer observation of faculty performance may occur at the request of either the administration or faculty under evaluation.

#### **Section 16.3.1**

The evaluation includes only the following components of Section 17.2.2:

- A. An Administrative Evaluation that may include an observation of teaching.
- B. Student Surveys.
- C. Peer evaluations as appropriate.

### **Section 16.3.2**

A copy of the Faculty Evaluation Document and any peer evaluations will be returned to faculty within one month of the evaluation conference. Student surveys will be returned within two weeks after the current grading cycle.

### **Section 16.3.3**

Within five working days of receiving the completed Faculty Evaluation Document, the employee may submit any other written comments about the evaluation items that will, on the employee's request, get attached to the form in their personnel file.

## **Article 17 Tenure**

### **Section 17.1**

**Purpose:** The tenure process is faculty driven and is consistent with RCW 28B.50.850-869. The Federation recognizes the Board has the ultimate authority to grant or deny tenure, subject to the terms of this Article.

- A. Protect faculty employment rights and faculty involvement in establishing and protecting these rights.
- B. Define a reasonable and orderly process for appointing faculty to tenure status, or for non-renewing probationary faculty.
- C. Assure that faculty who demonstrate professional and instructional ability may be granted tenure and that the College, so far as its resources permit, can justifiably undertake to continuously employ them.

### **Section 17.2**

The faculty probationary status begins in the fall quarter.

### **Section 17.3**

**Membership:** The College establishes a Tenure Review Committee for each full time faculty appointed to probationary status. The Tenure Review Committee serves as a standing committee until such time as the probationer is either granted tenure or the probationary faculty appointment is terminated.

Each probationer will have a five members Tenure Review Committee assigned within six weeks of the initial fall quarter. The Committee consists of three faculty peers, one administrator, and a student representative. The Committee will elect a Chair from among the three faculty representatives.

#### **Section 17.3.1**

##### **Committee appointments:**

- A. Three tenured faculty members will be nominated to serve on the Committee; one by faculty in the probationer's academic area or related area of technical specialization, one by the probationer, and one by the Federation.
- B. An administrative representative will be appointed by the President or designee.
- C. Full-time student member will be appointed by the Associated Student Government.

#### **Section 17.3.2**

Procedures for selecting replacement members to fill vacancies in the membership of the Tenure Review Committee, once established, will follow 17.3.1.

#### **Section 17.3.3**

The Tenure Review Committee evaluates the strengths and areas of needed growth of the probationary faculty. The committee members develop work plans and/ or plans of improvement with the probationer to overcome any

deficiencies and to continue professional growth. The Committee may recommend granting tenure, continuing the probationary period, or non-continuance of probationary status, consistent with RCW 28B.50.850-869.

## Section 17.4

**Evaluation Criteria:** Each Tenure Review Committee has the responsibility to communicate to the probationer his or her rights and reasonable expectations. The probationer will become familiar with the evaluation criteria and any evaluation instruments before their use. Criteria used in the evaluation are:

- A. Teaching and working with students.
- B. Working with faculty/ staff.
- C. Service (College, community, industry if applicable).
- D. Program management/advancement.
- E. Professional development.

## Section 17.5

The Tenure Guidebook will include:

- A. Operational details on evaluation processes in compliance with Article 18.
- B. Responsibilities of the Tenure Committee, the Chair and the Recorder.
- C. Lists of appropriate evaluation materials.
- D. Protocol for creating the annual Tenure Committee report in notebook and/or online format.

The Tenure Guidebook will be reviewed and approved by the Instructional Council annually. The master copy will be housed in the Office of the Vice President of Instruction and published online.

## Section 17.6

The administrative member will call the first meeting of the Committee within the first six weeks of the probationer's first fall quarter. At the first meeting, the Committee will elect a Chair from the faculty members on the Committee. All Committee meetings after the first will be called by the Tenure Committee Chair. The Committee may first meet with or without the probationer. The Committee will determine whether the probationer's presence is needed at any following meetings, as long as the Committee meets with the probationer at least once per quarter.

## Section 17.7

**Reports:** Each Tenure Review Committee, as a result of its ongoing evaluation of the probationer, will produce for the probationer and the Vice President of Instruction an annual digital report as described in the Tenure Guidebook. This report will advise the probationer in writing of their progress during the probationary period, and requires the probationer's signed acknowledgment. The probationer must receive the report on or before the times specified in Section 17.7.3 during each academic year. A recommendation for tenure or continued probationary status is not required when the Committee recommends non-renewal in a previous report.

### Section 17.7.1

When the Committee notes deficiencies in a probationer's performance, the Committee should:

- A. Identify in writing areas of deficiency and discuss these with the probationer at a tenure meeting.
- B. Develop a Written plan for improvement with the probationer.
- C. Follow Step B above for following meetings to provide for follow-up evaluations as well as plan revisions to help the probationer to improve performance.
- D. Include in the Tenure Review Committee annual report all Professional Improvement Plan documentation.

## Section 17.7.2

When a disagreement occurs between the probationer and the Tenure Review Committee over any area of the evaluation, the probationer may submit a written statement of the disagreement to the Committee Chair and will receive a written response from the Committee. All such documents shall be included in the annual tenure report.

## Section 17.7.3

Tenure committee annual reports are due on the second Friday of the winter quarter. Each report addresses the evaluation criteria in Section 17.4. The first and second annual reports also outline the activities and progress of the committee and include a recommendation regarding continuation of the tenure process.

## Section 17.8

**Recommendation:** The Tenure Review Committee will, at appropriate times and consistent with this Article, make recommendations regarding the tenure process to the Vice President of Instruction. The Vice President will subsequently make a recommendation to the College President who will give it to the Board as to whether an individual probationer should get tenure. The decision to award, continue with a fourth year, or withhold tenure rests with the Board after reasonable consideration of the recommendations of the Committee and the President, as described in RCW 288.50.852.

## Section 17.9

**Board Action:** The Board may award or withhold tenure at any time, after it has given reasonable consideration to the recommendation of the Tenure Review Committee and that of the President.

If no official notice of tenure status is sent to the probationer by the end of the eighth quarter excluding summer quarter, the Board or designee will advise the probationer in writing of the reason and advise the probationer of his/her rights under the bargained contract and state law.

## Section 17.10

The tenure article and related processes are not subject to the grievance- arbitration procedure in Article 36 of this Agreement.

# Article 19 Faculty Development

## Section 18.1

The College recognizes the need to help faculty maintain currency in their areas of expertise. It will make every attempt to provide appropriate funding and release time to take part in professional development activities.

The faculty development and training program will:

- A. Enhance knowledge and skills of all faculty,
- B. Provide opportunities for faculty to gain and/ or enhance skills necessary for successful performance of job descriptions,
- C. Provide training which will result in the most effective and economic assignment of faculty for accomplishing institutional goals, and
- D. Provide opportunities for faculty to gain the skills necessary for upward mobility.

## Section 18.2

**Faculty Development:** Faculty development may take many forms including but not limited to:

- A. Conferences, workshops, symposia,



- B. License and certification support,
- C. Degree attainment,
- D. Leadership development,
- E. Sabbaticals,
- F. Return to industry,
- G. Internships,
- H. Inter-college exchange -visiting instructors,
- I. Research opportunities.

### Section 18.3

**Faculty Development Funding:** The College will develop an annual budget within the college general operating fund for faculty development equal to 0.4% of the full time faculty salary base, subject to available funding. Additional funds may be obtained from the Exceptional Faculty Endowment Fund and other college resources.

### Section 18.4

**Exceptional Faculty Endowment:** Endowment fund awards are for use by faculty for approved professional development activities and are administered by the Lake Washington Institute of Technology Foundation.

- A. **Eligibility:** Full time faculty and part time faculty who have taught forty-five (45) credits within the past five years may apply.
- B. **Selection Criteria:** Faculty apply by submitting a one to three-page application that includes:
  - 1. Applicant(s) name and program affiliation,
  - 2. A brief statement about how the proposed activity will benefit the applicant(s), the College, and students,
  - 3. An implementation strategy that includes a summary of project goals, budgets, timelines, and proposed project reporting,
  - 4. A commitment to present a written progress/ completion report to the faculty body, Dean, or Board of Trustees no later than ten (10) months after the award is made,
  - 5. Division Dean approval and statement of instructional replacement plan while applicant is on leave.
- C. **Conditions:** Faculty must remain at the College the amount of time equal to any paid leave and must sign a contract to such effect as a condition of the leave. Failure to comply with the provisions of the signed agreement will constitute an obligation of the recipient to repay the College compensation received from the College during the leave.

### Section 18.5

**Sabbatical:** Tenured faculty who have completed seven years of service after receiving tenure may apply for a sabbatical. The faculty development committee will develop sabbatical procedures. Conditions of post-sabbatical service will be the same as in Section 18.4 (C).

### Section 18.6

**Faculty Development Committee:** The Vice President of Instruction or designee will convene a joint committee of faculty and administration which will develop a process and allocate faculty development funds including the Exceptional Faculty Endowment Fund. The composition of the committee will be an equal number of faculty and administration.

## Article 19 Contracts

### Section 19.1

The College shall have an individual, written employment contract with each faculty member. Such contract shall be in conformity with the laws of this state and the terms and conditions of this Agreement. Such contract shall include the year of employment, number of days duration and/ or contract start and end dates, salary, and other pertinent employment data.

### Section 19.2

Faculty selected to teach courses for which the College subcontracts with an outside business or agency to provide a training program for that business or agency shall not be given tenure or probationary employment contracts, with the exception that tenured faculty currently under contract transferred to such positions will retain their tenured or probationary status.

#### Section 19.2.1

In the event a tenured faculty member moves to an administrative position within the College, seniority shall be frozen effective on the date of the move and tenure rights shall remain. If the faculty member returns to the classroom prior to the end of a five (5) year period, the faculty member shall be reinstated in the previous job classification for which he or she qualifies based on seniority. Faculty who return to the classroom after a five (5) year period will be provided an instructional position for which he or she qualifies when one becomes available. Such return shall take place at the expiration of the incumbent's individual contract.

#### Section 19.2.2

In the event a tenured faculty member moves to a half-time or greater status, retention of tenure will be maintained consistent with RCW 28B.50.859. Professors who return to full-time status prior to the end of a five (5) year period shall be reinstated in the job classification for which the faculty member qualifies based on seniority. Should the faculty member return to the classroom after a five (5) year period, he or she will be provided an instructional position for which he or she qualifies when one becomes available. Such return shall take place at the expiration of the incumbent's individual contract.

### Section 19.3

The salary for full time faculty contracts for the academic year shall be based upon one hundred and seventy-three (173) work days and the salary schedule currently in effect and labeled Appendix A. Tenured or probationary faculty hired full-time for less than an entire regular academic year shall receive an individual employment contract prorated on a per diem basis.

Each academic year has one hundred and fifty (150) contracted instructional days and twenty-three (23) contracted non-instructional days as described in Article 11.3. The placement of the instructional and non-instructional days will be articulated in the annual college calendar(s).

#### Section 19.3.1

The salary for part time faculty contracts shall be based upon the number of credits assigned the faculty member and the rates contained in the part time faculty salary schedule currently in effect and labeled Appendix B. Salary in Appendix B is calculated to include compensation for instruction, plus the preparation and professional duties equivalent to those negotiated in the previous bargained agreement and consistent with Section 19.1.

### **Section 19.3.2**

The salary for industry based training may be outside the contracted pay scale when there is high demand. This pay may be moonlight and is generally not intended to fulfill part of a full-time contract.

### **Section 19.4**

If a full time faculty member satisfactorily taught a course in the spring quarter they shall be offered the opportunity to teach the course in the summer quarter if the course is offered. Each full time faculty member so assigned for the summer quarter will be offered a summer contract seven (7) days prior to the first day of summer quarter if their course enrollment has reached sixteen (16) or more students for the entire summer quarter. If similar sections exist within the program and one doesn't fill, the most senior faculty member shall be offered the summer contract. The contract must be signed and returned to the Human Resources office within five (5) days after receipt by the faculty member. Failure to return the signed contract within such five (5) days shall void such offer and the President may seek another faculty member.

### **Section 19.5**

For those faculty whose assignments are organized to accommodate block delivery methodology, a pay control course(s) will be created to establish an adequate number of credits of salary reflective of the overall effort contained within the several and varied number and schedule of courses for which students are registered. These pay control courses will maintain a consistent relationship between the number of credits for which students are registering and the minimum number of students expected to be enrolled to successfully offer a comparable selection of traditionally structured and scheduled courses.

### **Section 19.6**

**Cooperative Education Assignment:** A pay control course will be created to establish an adequate number of credits for salary reflective of the assigned load for cooperative education assignment. Cooperative Education courses are a relationship between a faculty member and industry representative who create a comprehensive learning plan for students to occur at the industry site, and the faculty assesses learning along the way by visiting the work site regularly throughout the quarter.

### **Section 19.7**

**Internship Assignments:** A pay control course will be created to establish an adequate number of credits for salary reflective of the assigned load for internship assignments. Faculty will be assigned a variable number of credits from 1 to 5 depending on the number of students registered for the internship and the volume of credits for which the students are registered. If the number of students is low, a course can be calculated by adding the number of students served throughout an academic year to total one course with variable credits, or counted toward partial accumulation of annual workload.

### **Section 19.8**

The College will appoint, from among full time faculty, faculty directors. Each Faculty Director will be provided during the academic year 20% or more reassigned time annually of relief from instructional duties for a combination of instructional, professional, and office hours different than those prescribed in this Article. Faculty Directors may be assigned program coordination and enhancement responsibilities, part time faculty evaluation, or related duties. The number of hours released may vary from quarter to quarter. Additionally, the Vice President may release other instructors as needed.

Programs with Clinical site management and external accreditation. At minimum, 60 contact hours per quarter will be assigned to Clinical/Fieldwork coordinators. Plus 2.5 contact hours per student will be added for clinical/fieldwork courses they teach. For summer clinical/fieldwork courses, 6 contact hours per week for the

weeks the students are in clinical plus 2.5 contact hours per student enrolled in the course will be assigned to the faculty member teaching the course.

## Section 19.9

A taskforce will meet by June 15, 2021 to consider support for adjunct professors. The contract may be re-opened to address this topic.

Part time faculty are valuable members of the Lake Washington Institute of Technology community. In accordance with the College's mission and goals, part time faculty are supplemental instructors who contribute to the delivery of the institution's instructional programs. The College periodically assesses policies concerning the use of part time faculty consistent with the mission and goals of the college.

Part time faculty are contracted for instructional and preparatory time, student testing, grading and evaluation, generating and maintaining reports, and attending periodic meetings called by the College. Unless otherwise contracted to do so, part time faculty not required to participate on College committees, maintain office and professional hours, or manage ancillary program responsibilities. Part time faculty encouraged to participate in college governance and department management activities.

The college periodically assesses the use of part time faculty in light of the College's mission and goals and therefore the number and assignment of part time faculty may fluctuate to meet the needs of students, instructional programs and college planning. Part-time employees are generally required when one of the following conditions exists:

- A. When classes or programs are scheduled for fewer than 25 hours per week.
- B. Classes or programs are scheduled for fewer than six quarters.
- C. Classes or programs are considered to be unpredictable. Unpredictability results because the program is highly subject to labor market conditions, because significant enrollment may not exist for the class to begin or continue, or because funding is insecure on a continuing basis.

The college considers converting part time faculty positions to full time faculty positions when the following conditions exist:

- A. Only part time faculty are teaching in a full-time technical program.
- B. The program has a history of stable enrollment and funding.
- C. Qualified applicants are available for the full time faculty position.
- D. Significant additional program responsibilities exist such as running an ancillary program.

## Section 19.10

**Faculty Directors and Department Chairs:** Each program (administrative unit) will have a designated faculty lead responsible for performance of the following duties:

- Acting as designated program lead and "go-to" for student inquiries about program, Dean requests for information related to program and college requests for representation in outreach/ recruitment activities
- Performing adjunct faculty observations (and reporting results to Dean), mentoring and on-boarding
- Writing annual program review
- Leading program assessment team (course, program and global outcome assessment), participation in college-wide NWCCU accreditation work and writing for self-study
- Leading program-specific accreditation and writing self-study for same (where programs have program-specific accreditation)
- Reviewing program pathways, degree and certificate information and course information and program website (including employment/ cost data) regularly to ensure accurate and up-to-date program information

- Attend quarterly department head meetings with other department leads, deans and the Vice President of Instruction
- Coordinate quarterly, annual and bi-annual schedules with the Dean

Faculty leads may be one of two types (distinguished below): Faculty Directors or Department Chairs

1. **Faculty Directors:** Faculty leads who perform substantial administrative work related to program-specific accreditation; who lead BAS programs; or who otherwise engage in substantial program-specific duties beyond those of Department Chairs because of the specific nature of their programs, as is currently the case in ABE and ECE, may be appointed as Faculty Directors.

Such appointments shall be made by the appropriate administrator subject to approval by the Vice President of Instruction. Such appointments shall be renewable annually and shall carry with them reassigned time of at least 20% of total (course) workload, with the percentage to be determined by the appropriate administrator and approved by the Vice President of Instruction. Reassigned time may vary from year to year, even in, the same program for the same Faculty Director. For example, reassigned time might increase in a year in which a self-study is due and in which preparation for a site visit takes place and might decrease after accreditation work has been completed.

Administrative duties for Faculty Directors shall include those enumerated above for all faculty leads plus those program-specific responsibilities agreed to by the Dean and appointee for a specific year. The annual agreement listing all duties and reassigned time shall be in writing and signed by the Dean and appointed Faculty Director. The agreement may be renewed each year by the appropriate administrator and appointed Faculty Director, subject to approval of the Vice President of Instruction.

Administrative duties for Faculty Directors shall NOT include any supervisory responsibility for other faculty, but Faculty Directors may provide input to the appropriate administrator and make hiring recommendations regarding part-time faculty.

The title of Faculty Director does not supplant the faculty title (Professor, Associate Professor, etc.). A tenured faculty member who serves as Faculty Director shall retain the title of Professor, Faculty Director. Faculty Directors shall remain faculty under this collective bargaining agreement. They receive reassigned time for administrative duties related to work as program leads, as articulated above; but Faculty Directors are not exempt employees. They are distinguished from Exempt Directors, who are not faculty.

Faculty at Step 18 may be designated as Faculty Directors by the appropriate administrator, with approval of the Vice President of Instruction, if they serve as program leads and carry out responsibilities of program leads listed above. In such cases, there may be no reassigned time since Step 18 carries with it additional compensation. However, in cases where faculty at Step 18 faculty lead programs with program-specific accreditation and/ or selective admission, it is anticipated that reassigned time would be granted for performance of program-specific accreditation and admission work despite the additional compensation afforded by Step 18-level compensation.

Adjunct faculty may be appointed as Faculty Directors if there are no full-time faculty in the program. In such cases, a special assignment shall be made for a number of hours each quarter of that year representing at least 20% of the full course workload in that program.

2. **Department Chairs:** For performance of program lead duties in programs that neither offer BAS degrees nor have program-specific accreditation nor have other specific program needs necessitating Faculty Directors, faculty leads shall be designated as Department Chairs.

Department Chairs shall be nominated and elected by the program faculty in spring quarter preceding the academic year in which they will serve in that capacity, subject to approval of the Dean. (For Year 1 of this contract, the Department Chairs may be elected during Opening Week or during the first week of class for fall quarter.)

Department chairs may be re-nominated and re-elected by the program faculty and re-approved by the Dean each year for renewing terms.

Department Chairs shall be compensated for performance of program lead duties by a stipend from the schedule attached as Appendix F. This does not preclude the assignment of stipends or reassigned time for additional duties as referenced in 12.3, 21.8 and 21.9 beyond those listed for department chairs. The stipend amount shall reflect size of the program based on FTEs for that program in the previous academic year. Thus, stipends may increase or decrease each year, even for the same program and the same faculty members serving as Department Chair, depending on the previous year's enrollment.

Part-time faculty may serve as a Department Chairs if no full-time faculty are available to serve.

See Appendix F for list of Department Chair positions.

## **Article 20 Pay Installments**

### **Section 20.1**

Faculty shall be paid on the tenth (10th) and the twenty-fifth (25th) of each month consistent with the following:

- A. To receive a payment on the 10th faculty must have performed contracted work from the 16th to the 31st of the preceding month.
- B. To receive a payment on the 25th faculty must have performed contracted work from the 1st to the 15th of the month.
- C. If the designated pay date falls on a Sunday, the pay date shall be the following Monday.
- D. If the designated pay date falls on a Saturday or on a holiday, the pay date will be on the preceding day.

### **Section 20.2**

Full time faculty may select from the following payment options:

- A. Academic year contract salary is divided into equal payments and paid semi-monthly on the pay dates associated with the academic year contract period.
- B. Academic year contract salary is divided into twenty-four (24) equal payments and paid 1/ 24 each pay date within the academic year contract period. A balloon payment shall be made on the last pay date for any salary not paid during the term of the contract.
- C. Contracted salary for full time faculty selected to teach summer quarter shall be divided by the number of pay dates within the dates of their contract and paid consistent with dates identified in Section 20.1 of this Agreement.

### **Section 20.3**

Faculty given additional work shall be paid for the work on the next designated pay date.

### **Section 20.4**

In the event an error is made in the processing of payroll which results in the underpayment to a full-or part time faculty member, the College shall advance to the faculty the amount of the underpayment within two (2) working days of notification to Payroll Services. Pay may be paid by the following pay date if the postponement of payment is attributable to the faculty member's not making a timely or accurate report of the facts which are the basis for the payment, or the College's lack of reasonable opportunity to verify the claim.

## Article 21 Compensation

### Section 21.1

The salary schedule for full-time faculty is set forth in Appendix A of this agreement. For full-time faculty, all salary rates are for 173 contract days..

### Section 21.2

**Initial Placement:** Initial placement (Part-time Faculty/Full-time Faculty) on the salary schedule shall be based upon evaluation by the President or designee of the applicant's work experience or its equivalent and/ or education. This Article provides the President or designee the authority and discretion to make this initial placement at any step on the faculty salary schedule.

- A. Initial placement of faculty on the salary schedule shall mean the President's or designee's salary determination upon any of the following events:
  1. Initial hiring (appointment) of a faculty member at the College,
  2. Appointment of a part time faculty member to a full time faculty position, and/or
  3. Appointment of a full-time non-tenure track faculty member to a full-time tenure track position,
  4. Re-hiring of a faculty member after at least one full calendar year of separation from the College.
  5. Faculty appointed to a newly established classification added to Appendix E.
- B. The President's or designee's decisions regarding initial placement of faculty on the salary schedules shall be final and shall not be grievable or otherwise subject to processing under Article 34 of this Agreement.
- C. Full-time faculty placed at a particular salary step on the full-time salary schedule will be paid for part-time teaching assignments at the same salary step in the Appendix B salary schedule. This includes summer teaching assignments.

### Section 21.3

**Step Advancement (Increment):** Faculty will advance to the next step only on the first day of the fall quarter academic contract, unless another date is established by the legislature or State Board, or funds are not available, subject to bargaining and ratification by the Federation and Board. This step advancement (increment) begins with the contract for the next academic year. Subsequent to initial placement on the faculty schedule, eligible faculty will be paid at a higher increment based on the following:

1. Tenure Promotion:
  - a. Faculty receiving tenure promotion shall be placed one (1) salary step higher than the current salary step or the earned increment step.
  - b. Faculty may only be promoted to tenured faculty by the Board of Trustees.
  - c. Additional duties and responsibility for tenured faculty include:
    - i. Participation on tenure committees,
    - ii. Other college and program leadership
2. Education Attainment Increment-implementation will begin with full-time contracts effective start of fall of each year.
  - a. Faculty receiving educational attainment increments shall be placed one (1) salary step higher than the current salary step for attaining a bachelor's degree or equivalent industry certification, consistent with the pre-approved professional development plan. Equivalency will be determined based on such consideration as required hours of training, years of experience, and attainment of prerequisites, by recognized industry authority.

- b. Faculty receiving educational attainment increments shall be placed two (2) salary steps higher than the current salary step for attaining a master's degree or equivalent industry certification, consistent with pre-approved professional development plan.
3. Per step advancement (increment) funding priorities set forth in Section 21.5

## Section 21.4

### **Funding:**

The separate sources of funds available for step advancement (increments) shall be applied as follows:

1. Full-time Faculty
  - a. State funds: Allocations provided to the College for faculty increments. Includes tenure promotion and education attainment.
  - b. Local funds: A total amount of \$26,000 for full-time and part-time faculty provided annually by the college
    - i. Funds may be borrowed from an upcoming year to the extent it's agreeable by both parties.
2. Part-time Faculty
  - a. Allocations provided to the College for faculty increments.
  - b. Local funds: A total amount of \$26,000 for full-time and part-time faculty provided annually by the College.
    - i. Funds may be borrowed from an upcoming year to the extent it's agreeable by both parties.

## Section 21.5

### **Step Advancement (Increment) Funding Priorities:**

**Except for tenure promotions and education attainment, the College agrees to advance individual eligible faculty members from step to step on the salary schedule by increments for which individual faculty members qualify based upon availability of funds as legislatively authorized and funded, and as prescribed and allocated by the State Board. Local funds may also be used for increment advancement subject to bargaining and ratification by the Federation and Board.**

**For education of the 2020-2023 CBA, funds authorized to be used for step advancement (increments) will focus on equity and compression. Funds shall be applied to affect advancement according to the following priority order:**

1. **Funding for the 2021-22 academic year will address faculty salary compression**
2. **Subsequent academic years under this contract: Funding and distribution priority will be determined by the Federation servicing on the Labor Management Committee (LMC) and will be dependent upon funding levels. The prioritization system will be based on seniority, consideration of other funding sources, and equity, in accordance with State Law.**

## Section 21.6

Alternative Compensation for Under-enrolled or Over-enrolled Classes:

In cases where classes appear to be under-enrolled and the appropriate Dean intends to cancel the class because of that under-enrollment, the appropriate Dean may, with the agreement of the faculty member designated to teach that class, pay the faculty member by the following alternative formula instead of cancelling the class:

*Alternative pay for an under-enrolled class=Regular pay designated by the collective bargaining agreement X number of student enrolled at end of Day 4 + cap for class on the quarterly schedule.*



In no case shall alternative pay apply if not agreed to by the dean and assigned faculty by the end of the first day of the quarter.

In the event that the faculty member designated to teach the under-enrolled class is a full-time faculty member assigned to that class as part of their quarterly load, the faculty member and Dean can agree to ... (1) cancel the class (and create a plan for making up the load requirement with another class or another class in a remaining quarter); or (2) run the class as a moonlight (special assignment outside of the normal full-time hourly class time requirement) using this alternative compensation formula and pick up a different class to meet load requirements that quarter or in a subsequent quarter.

In cases where faculty accept overloads and overloaded students remain in the class through the first week of the quarter, the faculty member shall be compensated for the excess enrollment as a special assignment using the following formula:

Over-enrollment pay = Number of teaching hours assigned to course X number of enrolled in class on 10th day of quarter in excess of cap for class on quarterly schedule + cap for class on the quarterly schedule. (Example: There are 29 students enrolled for a class on the 10th day of the quarter and the class has a published cap of 25. Class hours assigned to the class=50. The instructor shall be compensated for 4 excess students X 50 hours/25 student cap = 8 hours special assignment for quarter.)

## **Section 21.7**

### **Faculty Coordinator (Step X) Phase Out:**

The faculty coordinator position shall be eliminated as vacated by tenured faculty members holding such positions. A Faculty Coordinator position shall be deemed vacated, and therefore eliminated, if the faculty member holding it retires, moves to a permanent exempt position or to part-time status (including designation as Professor emeritus), gives up the role of Faculty Coordinator but remains full-time or who otherwise ends employment with the College.

Duties of Faculty Coordinators may include:

- A. Participation on tenure committees,
- B. Evaluation/mentoring other faculty,
- C. College leadership; e.g., Curriculum Review Committee, Instructional Council, program, review, etc.
- D. Accreditation and global outcomes leadership

## **Section 21.8**

### **General Salary Increases:**

The college agrees to increase the salary schedule amounts listed in Appendix A by the same percentage or amount (i.e., cost of living adjustment, etc.) and upon such date as legislatively authorized and funded, and as prescribed and allocated by the State Board. This "pass-through" provision without bargaining and ratification applies to salary increased paid wholly by state general funds. General salary increases paid with local funds shall, in addition to adhering to legislative authorization and State Board prescription, also be subject to bargaining and ratification by the Federation and Board.

## **Section 21.9**

Funds allocated to Lake Washington Institute of Technology with the intent to improve average part-time faculty compensation are for use consistent with legislative and/or state board authorization. Because faculty and administration wish to maintain the equitable relationship between the part-time and full-time salary schedules,

funds allocated to the College may be used to contract with part-time faculty for additional work during the day or year for activities regularly contracted with full time faculty; e.g., faculty in-service days, advising days, program and curriculum development, office and professional time.

### **Section 21.10**

Supplemental non-instructional and special assignment activities shall be compensated at the flat rate of \$35.00 per hour; except that librarians and counselors receive the per diem rate (Appendix A.1) during the summer quarter and during breaks between quarters.

### **Section 21.11**

Faculty tutors shall be paid at a rate of \$20.00 per hour.

### **Section 21.12**

#### **Stipends:**

Faculty may be paid a stipend based upon established written criteria and/ or funding limitations as authorized by the Vice President of Instruction.

NEW SECTION FOR ADJUNCT FACULTY – A taskforce will meet by June 15, 2021 to consider support for adjunct professors. The contract may be re-opened to address this topic.

## **Article 22 Leaves**

### **Section 22.1**

**Sick Leave:** Faculty will earn up to twelve prorated days of paid sick leave per year for illness, injuries, and emergencies. Such leave will accrue and credit on a full-time equivalent basis and accumulates from year to year to the amount allowable by statute.

#### **Section 22.1.1**

Part time faculty accrue sick leave on a pro-rated basis based on their contracted full-time equivalent load.

#### **Section 22.1.2**

**Use of Sick Leave:** The College pays sick (illness and injury) leave only for periods of bona fide absences caused by the personal illness, injury, medical, dental, or optical appointments for the faculty or the faculty's dependent child under eighteen.

#### **Section 22.1.3**

**Accrual of Sick Leave:** Sick (illness and injury) leave will accrue for faculty at the rate of one prorated day per month. To qualify for accrual, the faculty must not be in a non-paid status for over ten days during any month. The maximum accrual rate of sick leave during any month is eight hours.

#### **Section 22.1.4**

**Attendance Incentive Program:** In January of the year after any year in which faculty accrue at least sixty days of sick leave, and each January after, any eligible faculty may choose to get payment for unused sick leave accumulated in the previous calendar year at a rate equal to one day's pay for each four full days of accrued sick leave over sixty days. Sick leave for which faculty got pay is deducted from accrued sick leave at four days for every one day's pay, as long as no faculty may get pay under this section for any portion of sick leave accumulated over one day per month.

When a faculty separates from College employment due to retirement or death, an eligible faculty or the faculty's estate can get payment at one day's current pay of the faculty for each four full days accrued sick leave.

The College administers this section's provisions consistent with state law and applicable state rules and regulations. If the legislature revokes any benefits granted under this section, no affected faculty can afterwards get such benefits as a matter of contractual right.

### **Section 22.1.5**

**Voluntary Employee Beneficiary Association (VEBA) Program:** State RCW 28B.50.553 and WAC 131-16-067 and -069 provide the College means to take funds that it would otherwise pay to eligible retiring employees as a cash-out of payable sick leave and use them instead to give those employees a medical expense benefit plan. The College deposits those funds in a tax-free VEBA trust account on those employees' behalf. The retired employee can get reimbursed from the trust account to pay any qualified post-retirement medical, dental, and vision expenses, including premium and out-of-pocket expenses.

- A. The College will make deposits to an appropriate VEBA account equal to the value of payable sick leave at retirement for each eligible faculty who retires during each calendar year of this Agreement. In agreeing to do this, the College makes no representations about, and assumes no responsibility for, the tax consequences.
- B. Applicable provisions of the Internal Revenue Code, RCW 28B.50.553, and WAC 131-16-067 and -069 govern taking part in this medical expense benefit plan. These requirements, and their applicable changes, prevail over this Article for any conflict. The College will automatically implement any changes in the legal requirements that govern the VEBA's establishment and administration. If changes in these legal requirements result in significantly more administrative work for the College, the College will notify the Federation as to how it plans to implement such changes and/ or may terminate this Section, 22.1.5, for the following year after written notice.
- C. Eligible retiring faculty will sign the required agreement to hold the College harmless for an adverse tax finding. The parties agree, and each employee will agree, that an eligible employee who refuses to execute this required hold-harmless agreement gives up all payment for payable sick leave on retirement w1der RCW 28B.50.553.
- D. For each calendar year of this Agreement the Federation agrees to hold annual elections of its membership about taking part in the VEBA and to notify the College in writing of these election results and of faculty participation in the VEBA for the upcoming year on or before December 31 of each year. If the College does not get this written notice from the Federation, the default for the upcoming year is participation in the VEBA. This section governs all participation in the VEBA.

### **Section 22.2**

**Emergency Leave:** Faculty may use up to three prorated contracted days per year for emergencies. Using emergency leave results in a deduction from accumulated sick leave. Conditions for granting emergency leave include:

- A. The situation is one where generally pre-planning is not possible, one that is serious, essentially unavoidable and of importance, and not one of mere convenience.
- B. Some examples of situations that qualify for emergency leave are:
  1. Serious illness in the immediate family,
  2. Legal or business obligations the faculty cannot conduct at another time and require the faculty's attendance,
  3. Birth or adoption of a child,
  4. Threat to a faculty's property (flooding, storm, fire, etc.),
  5. Extension of bereavement due to special circumstances, such as travel conditions and/ or distance,

6. Other emergency events that require time away from assigned duties and are beyond the faculty's control or that the faculty cannot reasonably anticipate or avoid and fall under the definition above,
  7. Leave to pay the last respects to a very close, deceased friend.
- C. The faculty must call the administrator or designee, identify the situation, and request emergency leave.
  - D. Emergency leave does not accumulate.
  - E. The President or designee may grant emergency leave, without any salary deduction, for over three days.

### Section 22.3

**Personal Leave:** Full-time contracted faculty get four personal leave days per academic year. The faculty and administrator will mutually agree on personal days to minimize disruption to the instructional program. Two of the personal days must be taken on non-instructional faculty scheduled days, or on instructional days with no scheduled student contact. Faculty can only accumulate unused personal days to partially fund an approved sabbatical.

### Section 22.4

**Leave of Absence:** Faculty may request leaves of absence, without pay and benefits, and not to exceed one calendar year. The College may grant a leave of absence for illness, injury, surgery, educational pursuits, or for professional, family, or other personal reasons. The College will specify the leave's duration at the time it grants the leave. The College may compensate such leave, subject to available paid leave.

#### Section 22.4.1

Faculty must apply for a leave of absence in writing at least sixty days before the scheduled date of the leave's start. Under unusual circumstances the faculty may file a written request with the President or designee for exception to the sixty-day deadline. Where the leave is for six or more months, the faculty will notify the College personally in writing or through certified mail thirty days before the leave's end of their intent to return to the College. Failure to give such notice will deny the faculty all rights to reinstatement.

#### Section 22.4.2

Once the faculty fulfills the leave's conditions, the College will assign the faculty to the position held before the leave, or to an equivalent position with equivalent pay.

#### Section 22.4.3

Faculty will keep seniority while on leave.

#### Section 22.4.4

Faculty granted leave will be subject to the same staff reduction and reassignment policies and procedures as other faculty for the leave's duration.

### Section 22.5

**Bereavement Leave:** If a death in the faculty's immediate family occurs, the College may allow an absence of up to five days with pay. Bereavement leave does not accumulate.

### Section 22.6

**Civil Leave:** Faculty who serve on jury duty must reimburse the college any pay which they earn as compensation on jury duty. The faculty must provide a signed statement from a responsible court officer as proof of jury service. Subject to the President's or designee's approval, the faculty may make up the time, in which case civil leave is without pay from the College. Faculty subpoenaed to appear in court during regular teaching hours as a witness, other than in their behalf or interest, will get pay at their own rate, minus the amount gotten for fees. If they are the plaintiff or defendant in a case not related to their employment, there is no pay. Subject to the President's or designee's approval, they may make up the time, in which case civil leave is without pay from the College.

## Section 22.7

**Family and Medical Leave:** Consistent with the Family and Medical Leave Act (P.L. 103-3), and in addition to any other leave provisions applicable in this contract, every regular faculty can take up to a combined total of twelve weeks of leave without pay per fiscal year in connection with the:

- A. Birth and first year of care of a child.
- B. Adoption or foster parent placement of a child.
- C. Serious health condition of an employee's spouse, child, qualified domestic partner, or parent.
- D. Employee's own serious health condition.

### Section 22.7.1

When medically necessary, faculty may take leave intermittently or on a reduced leave schedule that reduces the number of hours per workday. Taking leave intermittently or on a reduced leave schedule will not reduce the total amount of leave available to the employee. These provisions apply to this policy:

- A. Faculty eligible for this leave must have worked a total of at least twelve months in state service and at least twelve hundred and fifty hours during the twelve months before the leave's start.
- B. Serious health condition: an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or residential medical care facility.
- C. Parent: a biological parent or de facto parent. Child: a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen or eighteen or older and incapable of self-care because of a mental or physical disability.
- D. While a faculty member is on family and medical leave, the College will continue health benefits (medical and dental, basic life insurance, and basic long-term disability coverage). All optional benefits may continue on a self-pay basis. The employee has responsibility to make arrangements in advance with Payroll Services.
- E. When foreseeable, the faculty member must give thirty days' notice of the leave's start date, unless circumstances dictate otherwise. In that case the employee will give such notice as is practical. Faculty who undergoes planned medical treatment must make a reasonable effort to schedule the treatment to minimize disruption in the College's operations.
- F. The College may require the faculty member to provide certification from their health care provider or a family member's health care provider as to the:
  - i. Date the condition began,
  - ii. Duration,
  - iii. Need for the leave,
  - iv. Employee's inability to perform their job functions.

When faculty return to work, the College may require the faculty to provide certification from their health care provider that they can resume work.

- G. Faculty will return to the position held when the leave started, or to an equivalent position if the previous position no longer exists.
- H. If the faculty chooses to not return to work for reasons other than a continued serious health condition, the College may recover from them the premium the College paid for their health coverage.
- I. Family and medical leave does not accrue from year to year.

## Section 22.8

**Military Leave:** The College will grant military leave for faculty consistent with state and federal law.

## Section 22.9

**Meetings/Workshops:** Faculty may ask for release time with pay to attend meetings or workshops. If the President or designee approves the request, the faculty will make a full written report to their administrator of what the faculty gained from the meeting/workshop and how they plan on using the experience gained to improve student instruction. The faculty must prepare the report and give it to their administrator within five working days of the faculty returns and make it available to other employees.

## Section 22.10

**Leave Without Pay:** The President or designee may grant unpaid leave up to ten work days per fiscal year. Faculty must request this leave at least twenty-four hours before on a College - provided form.

# Article 23 Emergency Closure

## Section 23.1

In the event that weather conditions, power curtailment, a major disaster or such other emergency as may occur and require interruption of classes, the College may be closed by the President or designee. Faculty must apply for emergency leave or may make up the missed time with supervisor approval. Emergency leave time will be deducted from accumulated sick leave.

## Section 23.2

If after the designated beginning of the teaching assignment school is closed, faculty members who have reported for work shall be paid a minimum of one-half their daily pay.

## Section 23.3

In the event the College remains open and a faculty member is unable to report to work, the faculty member must apply for emergency leave. In lieu of using emergency leave, faculty may make up to two (2) days of missed time per year with supervisor approval.

# Article 24 Insurance

## Section 24.1

The College will provide Public Employee Benefit Board (PEBB) approved medical, dental, life insurance, and other coverages that may be authorized for each eligible faculty member and their dependents. The College shall also make available long-term disability and all other insurance benefits offered to state employees.

## Section 24.2

Insurance eligibility is established by the Public Employee Benefits Board consistent with state statute. Current regulations are:

- A. Regular employees are defined as faculty scheduled to work at least half-time per month and who are expected to be employed for more than six (6) months. Regular employees are eligible on their first day of employment.
- B. Eligible part time faculty are faculty employed at one or more institutions of higher education for a combined total of at least half-time work on a quarter-to-quarter or semester-to-semester basis. Part time faculty are eligible beginning with their second consecutive quarter or semester of employment. For this purpose, spring and fall are considered to be consecutive quarters.

Eligible faculty appointed work half-time or more on an academic year or equivalent nine-month seasonal basis, shall be eligible to receive the state contribution for insurance during the off-season following each period of seasonal employment (per WAC 182-12-165).

## **Article 25 Industrial Accident**

### **Section 25.1**

Whenever a faculty member is absent from employment as a result of personal injury sustained in the normal course of employment and in the performance of their duties, the faculty member will be paid the difference between their full salary and state industrial insurance compensation for a period of such absence up to one (1) year from the date of injury. No part of such absence will be charged to annual or accumulated sick leave. The College reserves the right to require an examination of such employee by a physician designated by the College at College expense.

## **Article 26 Facilities**

### **Section 26.1**

Facilities and equipment in buildings where employees are working shall meet current state and federal safety regulations. Employees shall notify the President or designee of the existence of any unsafe equipment or hazardous facilities of which they become aware.

## **Article 27 Employee Protection**

### **Section 27.1**

The College will provide self-insurance through the Office of Risk Management in accordance with state law for faculty against claims for damages caused, or alleged to have been caused, by that faculty member while performing their duties as an employee of the College.

## **Article 28 Personnel File**

### **Section 28.1**

Upon request to the Human Resources office a copy of any document contained in an employee's personnel file shall be afforded the employee at their expense in the amount normally charged by the College for individual employee requested copies.

### **Section 28.2**

Upon making an appointment in advance, the employee will be permitted to review their personnel file in the presence of a College representative designated by the Human Resources Director.

### **Section 28.3**

Processed grievances shall be kept apart from the employee's personnel file.

### **Section 28.4**

All information forming the basis for any reprimand, warning, or other disciplinary action may be considered for only two (2) consecutive school years and may be removed from the academic employee's file upon written request

by that employee to the Human Resources office, unless it is demonstrated that such information may be related to a violation of federal law/ regulation or state law/ regulation.

### **Section 28.5**

An employee may attach a written statement to any document contained in their personnel file.

### **Section 28.6**

No document containing information about an employee may be used as evidence in any disciplinary action unless it has been shown to the employee prior to the disciplinary action.

### **Section 28.7**

No anonymous complaints shall be placed in the employee's personnel file.

## **Article 29 Program Viability**

### **Section 29.1**

The Vice President of Instruction will form a Program Viability Taskforce when the need arises to review college programs for closure or major revision due to conditions out-lined in Section 29.4 or other circumstances, in spite of earlier interventions.

### **Section 29.2**

The Program Viability Taskforce conducting the viability analysis includes the following members:

- Program Department Chair or Director
- Program Faculty
- Division Dean
- Dean of Instruction – Assessment and Curriculum Development
- President of the Union or designee
- Faculty Peer from Division
- Advisory Committee Chair (or other member)
- Others determined by the Vice President of Instruction

### **Section 29.3**

The Department Chair or Director, program faculty, and division dean prepare initial responses to each of the questions in Section 29.4. They do so with support from the Office of Institutional Research and the Dean of Instruction – Assessment and Curriculum Development as needed. They may also call on other members of the Program Viability Taskforce, college community, and industry. They present the results at a convening of the full Program Viability Taskforce.

### **Section 29.4**

All programs should be continually reviewed for their effectiveness in meeting the training needs of industry, as well as in fulfilling the mission of the college. Programs failing to meet these needs may be subject to review for viability. The outcome of the review may involve program revision or elimination. Many factors are considered during this process:

1. Is enrollment adequate? Is there a long-term trend of declining or persistently low enrollment?  
Each program has a designated annual FTE target that is determined by the college in collaboration with the faculty, program director, and advisory committee. Analysis of the program may include: curriculum needs, facility and equipment availability, safety factors, and the optimal number of



- students that the instructor(s) can successfully manage at one time. Is this designated annual FTE target being met?
2. Is the student to faculty ratio at or below 10:1? Or, is it below the ratio recommended for a particular program by the Dean or Vice President of Instruction, if one exists?
  3. Does the program meet industry standards? Are the industry-validated competencies being successfully met by program graduates? If industry certification/formal recognition exists, has the program achieved such?
  4. Are there sufficient employment opportunities for program graduates, and are graduates obtaining employment in the field?
  5. Is the supply and demand gap in industry and from regional colleges adequate to support the program's graduates obtaining employment in the field?
  6. Do entry level wages exceed 120% of minimum wage?
  7. Are there career advancement opportunities available for those graduates who perform successfully on the job?
  8. Is the program advisory committee positively affecting and supporting the program?
  9. Is the program cost-effective/economically supportable?
  10. Other factors that may be determined during the process that may impact program viability.

During the review, up to five years of data may be analyzed. While enrollment is a key factor considered in the review process, all factors listed above are important considerations and any of them could be a determinant for program viability even though adequate enrollment may exist.

## Section 29.5

The first taskforce meeting, convened by the Dean, is dedicated to describing the viability analysis procedure and primary reasons for beginning that process, as well as the roles and expectations for those involved in the analysis.

The second convening of the taskforce includes the presentation of the initial results of the viability analysis to the team. The team asks questions, seeks clarification, etc. The team determines that additional information is needed and assigns retrieval of that information to team members, or the team determines that enough information has been provided and plans for a third convening after a short period of time (e.g., 1 or 2 weeks).

The third convening of the taskforce (or fourth if additional information was necessary) is focused on discussion of the results and formulation of a recommendation for program closure or continuance with major revision.

This recommendation is presented to the Vice President of Instruction by the Division Dean. This meeting may also include the peer faculty or President of the union or designee. The Vice President of Instruction will inform the Taskforce and affected faculty of their decision.

If the program is determined to be unviable and is to be closed, the department chair/director and/or division dean will develop a teach out plan. The Dean of Instruction – Assessment and Curriculum Development notifies the SBCTC of program closure.

If the program is determined to be viable with major revisions, the department chair/director and faculty develop the new curriculum and submit it for approval through the regular curriculum review process.

## Section 29.6

Faculty in the affected program, or the Federation, may appeal the program viability decision of the Vice President of Instruction in writing to the College President within 14 calendar days.

## Section 29.7

If faculty positions are impacted by the Program Viability decision; the College will follow the seniority steps described in Section 31.

## Article 30 Reduction in Force

### Section 30.1

When the College President first becomes aware of a situation that may cause a reduction in force of probationary and/ or tenured faculty, written notice of a potential reduction in force and the extent thereof shall be given to the Federation. Such reduction in force may be caused by lack of funds, changing labor market, inoperative facilities, or declaration of an emergency as provided in RCW 28B.50.873. This notice shall include the basis for the President's conclusions.

#### Section 30.1.1

Within five (5) days of the date of this notice, a three (3) member committee of the Federation, which shall include the Federation President, shall be provided with an opportunity to meet with the College's Vice President of Instruction regarding the situation. Such meeting(s) shall include:

- A. An examination of the College's course offerings to support the determination of least impact on students' access to the College's certificate and degree programs.
- B. Exchanges of information concerning the potential need to implement a reduction in force and potential alternatives or options either party feels are reasonably available.
- C. Exchange of information concerning the potential need to close an instructional program due to the college's inability to afford to continue its operations.
- D. Alternative(s) or options may include savings that may be found following an examination of the College budget, or the use of other courses as a regular part of the academic year to provide full-time, tenured faculty full-time employment.
- E. An examination of the effect on morale of the students and faculty and what steps can be taken to reduce this effect.

In applying the above, strong consideration shall be given to the continuation of required courses and sequential courses needed for student certification and/ or A.A.S. degrees.

During these discussions the Vice President of Instruction shall document their findings by supplying data that reasonably may be produced. Such meetings shall conclude within fifteen (15) work days from the date of the first meeting between the Vice President and the Federation committee.

#### Section 30.1.2

Should the College determine, after conferring with the Federation as provided in Section 30.1.1 above, that a reduction in number of Associate Professor, Assistant Professor and/ or Professor is necessary, it shall determine the number of faculty and job classifications to be reduced.. Should such reduction in force be implemented, the procedure defined in Section 31.2, for Associate Professor, Assistant Professor and/ or Professors shall apply. Notwithstanding the foregoing, neither this section nor any other portion of this contract shall be interpreted to allow for mandatory furloughs.

#### Section 30.1.3

The College President shall determine which sections or courses to discontinue based upon recommendations provided by the Vice President of Instruction.

## **Article 31 Lay-off process due to Program Viability or Reduction in Force**

### **Section 31.1**

In the event of Faculty lay-off due to Program Viability or Reduction in Force, the College will follow procedures based on faculty position and seniority.

### **Section 31.2**

The College shall use the following criteria, which are arranged in order of priority, in selecting the faculty members for lay-off:

- A. Adjunct Professor,
- B. Senior Adjunct Professor,
- C. Assistant Professor,
- D. Associate Professor,
- E. Professor

### **Section 31.3**

The College shall use College seniority to determine which faculty member(s) within the groups identified in Section 31.2 (C) through (E) above to lay off, and shall first lay off those least senior.

### **Section 31.4**

If Assistant Professors, Associate Professors and/or Professors are identified for layoff, and an identical section or course is to be operated on a self-support, grant-funded, or contracted basis, then the, Assistant Professors, Associate Professors and/or Professors may be offered a like section or course in favor of the non-tenured, grant-, contract-, or self-supported faculty member unless it can be shown that the reason for existence of the section or course is due to specialized marketing activities conducted by, or specific skills or industry reputation possessed by the Assistant Professor, Associate Professor, or Professor -employed under the grant-, contract-, or self-supported program. These additional courses are not intended to maintain their status as full-time faculty.

### **Section 31.5**

The notice of layoff to Professors shall explain that the laid off faculty member will be placed in a recall pool for two (2) years provided the faculty member notifies the College's Human Resources office in writing within thirty (30) days of delivery of such notice that he/she wishes to be placed in such recall pool. If not recalled within two (2) calendar years from date of layoff, Professor shall be terminated. Such notice shall also provide reference to the Professor's right to an appeal pursuant to provisions of the Administrative Procedure Act, chapter 34.05 RCW. If Professors accept a buy-out offer from the College, they waive their right to be placed in a recall pool.

### **Section 31.6**

Associate Professors whose employment is not renewed in accordance with RCW 28B.50.857 due to a layoff will have the following recall rights: The notice of layoff to Associate Professors shall explain that the laid off faculty member will be placed in a recall pool for one (1) year provided the faculty member notifies the College's Human Resources office in writing within thirty (30) days of delivery of such notice that he or she wishes to be placed in such recall pool. If not recalled within one (1) calendar year from date of layoff, the Associate Professor member shall be terminated. Section 30.1 shall not apply to part-time faculty as identified in Section 30.1.4(A) above. If Associate Professors accept a buy-out offer from the College, they waive their right to be placed in a recall pool.

### **Section 31.7**

Professors and Associate Professors shall be recalled to positions for which they are qualified in reverse order of layoff. Upon recall, such faculty shall retain all benefits, such as sick leave, tenure, and seniority which had accrued to the date of lay off. Associate Professors recalled to a tenure track position shall re-enter the tenure process without loss of probationary status accumulated prior to lay off.

### **Section 31.8**

If requested, the College will provide to faculty laid off in accordance with this Section, 18.1, such support in their pursuit of new employment opportunities as is reasonable and has been customary at the College.

### **Section 31.9**

A faculty member may qualify for assignment to a secondary job classification if he or she has taught the curriculum provided in the secondary job classification within the previous five (5) years, or if fifty percent (50%) of the curriculum contained in the secondary job classification is the same as that contained in the primary job classification to which he or she is assigned. Application for assignment to a secondary job classification may be made in writing to the College's Human Resources office. In the event a tenured faculty member is laid off as a result of a reduction in force or program viability, the College will reimburse that faculty member for tuition and applicable program fees for up to three quarters of retraining at any community or technical college within the state of Washington. The purpose of such retraining shall be to assist in the preparation of the laid-off faculty member to qualify for other employment with the College. In the event a tenured faculty member is laid off as a result of a reduction in force or program viability, the College will provide the laid-off faculty member first right of refusal to teach part-time courses for which that faculty member is qualified to teach. Such first right of refusal shall not include the right to "bump" another faculty member assigned a part-time contract or con-tracts for such course or courses.

### **Section 31.10**

A list of job classifications in effect at the time of ratification of this Agreement is contained in Appendix E. Newly created classifications may be added as they are created. Job classifications will be reviewed with the Federation and updated each year by the College at its discretion by the first day of fall quarter. At such time as job classifications are added, deleted, or modified, a revised and dated Appendix E shall be distributed to the faculty.

### **Section 31.11**

Should the President or designee determine that one or more sections or courses must be cancelled after part-time faculty have signed and returned their contracts, seniority shall not be a factor in determining which part-time faculty shall be retained. Should the President or designee determine that one or more sections or courses will not be scheduled, seniority shall be a factor in assigning part-time faculty to scheduled sections or courses.

### **Section 31.12**

The primary classification for faculty shall be designated upon hire in writing by the President or designee. In the event that a faculty member qualifies for an additional classification it can only be conferred in writing by the President or designee. Primary classification confers seniority rights; additional classification do not. In the event that a program or department is being reduced but not eliminated, and two faculty members have the same level of seniority, secondary classification shall be considered in addition to seniority in the primary classification in determining RIF order in that program.

## Article 32 Dismissal

### Section 32.1

**Reasons for Dismissal of a Faculty Member:** A Professor shall not be dismissed from their appointment except for sufficient cause, nor shall Associate Professors be dismissed prior to the written terms of the appointment except for sufficient cause, following formal inquiry and investigation by the College per College Procedure Article Section 5.4-5.6. Sufficient cause shall include, but not be limited to: Incompetence in the performance of professional duties; neglect of duties; malfeasance; willful violation of college rules and regulations; gross misconduct; sexual or other harassment or abuse of a student or staff; substance abuse; theft or embezzlement of state property; or willful insubordination. The President reserves the right to dismiss a faculty member for any of these reasons.

## Article 33 Appeals for faculty separation due to either Program Viability, Reduction in Force, or for Dismissal

### Section 33.1

In the event of an appeal, a five (5) member Separation Appeal Committee shall be created for the express purpose of hearing lay-off or dismissal cases as needed. The members shall include one employee appointed by the President or designee, one full-time student chosen by the Associated Student Government in such manner as the members thereof shall determine, and three (3) faculty members representing the faculty who shall be selected by a majority of the faculty acting in a body.

### Section 33.2

The Separation Appeal Committee shall select one of its members to serve as chairperson.

### Section 33.3

In no case shall a member of the committee sit in judgment of their own case, or in instances of potential conflict of interest.

### Section 33.4

In the case of a vacancy on the committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

### Section 33.5

**Formal Procedure:**

In the case of dismissal, (excluding reduction-in-force and program viability applications), reasons to consider the dismissal of a faculty member shall be documented by letter to the faculty member. The President shall discuss the letter with them in a personal conference. The matter may be settled by mutual consent at this point. The President shall place the letter in the employee's personnel file unless mutually agreed otherwise.

### Section 33.6

After determining that Separation Appeal Committee proceedings should be initiated, the President shall specify in writing the grounds constituting sufficient cause in the case of dismissal, or the justification for faculty positions being eliminated due to program viability or reduction in force, to the affected employee and provide copies to the Separation Appeal Committee. The notice shall include:

- A. A statement that the employee has a right to a hearing.

- B. A statement of the legal authority and jurisdiction under which the hearing is to be held.
- C. A reference to the particular rules of the College that are involved.
- D. A short and plain statement of the matters asserted. In the case of a reduction in force or program viability, this shall include a statement of both the grounds for reduction in force or program viability, and the basis for selection of the affected employee.

### **Section 33.7**

The affected employee(s) shall have ten (10) calendar days from the date of service of the notice of lay-off or dismissal to make a written request to the President for a hearing. If the employee fails to respond within the ten (10) calendar days provided herein, such failure to request a hearing shall constitute acceptance of dismissal or lay-off, and a waiver of any rights to a hearing. The decision of an employee not to have a hearing shall be communicated to the Separation Appeal Committee and President.

### **Section 33.8**

#### **Procedural Rights of Affected Employees:**

An affected employee who has requested a hearing shall be entitled to one formal hearing pursuant to the Administrative Procedures Act, chapter 34.05 RCW, and shall have the following procedural rights:

- A. The right to confront and cross-examine adverse witnesses.
- B. The right to be free from compulsion to divulge information which he or she could not be compelled to divulge in a court of law.
- C. The right to be heard in their own defense and to present witnesses, testimony, and evidence on all issues involved.
- D. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to chapter 34.05 RCW.
- E. The right to a representative of their choosing who may appear and act on their behalf at the hearing.
- F. The right to have witnesses sworn and testify under oath.

### **Section 33.9**

#### **Responsibilities of Separation Appeal Committee:**

The responsibilities of the committee shall be:

- A. To review the case of the proposed separation of faculty.
- B. To attend the hearing and, at the discretion of the hearing officer, to call and/or examine any witness(es).
- C. To hear testimony from all interested parties, including but not limited, to other faculty members and students, and review any evidence offered by same.
- D. To arrive at its recommendations in conference on the basis of the hearing. Within ten (10) days after the conclusion of the formal hearing, the written recommendations of the committee will be presented to the President and the affected academic employee.

### **Section 33.10**

#### **Hearing Officer Appointment and Duties:**

Upon receipt of a request for a hearing from an affected employee, the President shall notify and request the Board appoint an impartial hearing officer. The Federation shall be consulted prior to such appointment. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with chapter 34.05 RCW and this Article. The duties of the hearing officer include but are not limited to:

- A. Administering oaths and affirmations, examining witnesses, and receiving evidence. No person shall be compelled to divulge information which he or she could not be compelled to divulge in a court of law.
- B. Issuing subpoenas.
- C. Taking or causing depositions to be taken.
- D. Regulating the course of the hearing.
- E. Holding conference(s) for the settlement or simplification of the issues by consent of the parties.
- F. Disposing of procedural requests or similar matters.
- G. Making all rulings regarding the evidentiary issues presented during the course of the Separation Appeal Committee hearings.
- H. Appointing a court reporter, who shall operate at the direction of the hearing, and record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer.
- I. Allowing the Separation Appeal Committee to hear testimony and any oral argument(s) from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.
- J. Prepare findings of fact, conclusions of law, and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) calendar days after the hearing, except that this shall be ten (10) calendar days in the case of reduction in force for reasons of declared financial emergency, the written recommendation of the hearing officer will be presented to the President, the Separation Appeal Committee, and the affected employee.
- K. Preparing and assembling a record for review by the Board shall include the following:
  - 1. All pleadings, motions and rulings.
  - 2. All evidence received or considered.
  - 3. A statement of any matters officially noted.
  - 4. All questions and offers of proof, objections, and rulings thereon.
  - 5. The proposed findings, conclusions and recommended decision.
  - 6. A copy of the recommendations of the Separation Appeal Committee.
- L. Deciding, with advice from the Separation Appeal Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.
- M. Assuring that a transcript of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.
- N. Consolidating individual reduction in force or program viability hearings into a single hearing which shall be held and concluded within the time frame set forth herein.

## **Section 33.11**

### **Final Decision by the Board of Trustees:**

Board review shall be based on the record of the hearing, recommendations from the Separation Appeal Committee, and recommendations from the hearing officer. Such data shall be transmitted by the President to the Board.

The final decision to separate a faculty due to reduction in force, program viability or dismissal for cause shall rest with respect to both the facts and the decision, with the Board after giving reasonable consideration to the recommendations of the Separation Appeal Committee and the hearing officer. The Separation Appeal Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board. The Board shall, within a reasonable time following the conclusion of its review, notify the affected faculty member in writing of its final decision and the effective date of dismissal.

## **Section 33.12**

Appeal from Board of Trustees' Decision: Pursuant to chapter 34.05 RCW as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board within thirty (30) days after service of the final decision to the superior court in accordance with RCW 34.05.542. The filing of appeal shall not stay enforcement of the decision of the Board.

## **Section 33.13**

### **Effective Date:**

The effective date of a dismissal for sufficient cause, reduction in force or program viability shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction in force due to a declared financial emergency, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract.

## **Section 33.14**

### **Suspension:**

Suspension by the President during the administrative proceedings (prior to the final decision of the Board) is justified if immediate harm to that affected employee, others, or the educational program is threatened by their continuance. Any such suspension shall be with pay.

## **Article 34 Travel**

### **Section 34.1**

When a faculty member uses a personal automobile for College business, he or she shall receive mileage reimbursement at the current approved rate established by the Office of Financial Management (OFM).

## **Article 35 Communications**

### **Section 35.1**

The College President and/ or designee(s) and the President of the Federation and/ or designee(s) will meet at the request of either party to discuss appropriate matters of mutual concern. The party calling the meeting shall state the nature of such meeting and the subject(s) to be discussed at such meeting.

### **Section 35.2**

The College and the Federation agree to establish a Joint Labor Management Committee. The Committee will consist of up to five (5) representatives of the Federation and up to five (5) representatives of the College.

#### **Section 35.2.1**

Representatives of the College and the Federation will meet on a mutually agreed upon date, place, and time as needed for the purpose of:

- A. Reviewing the administration of the Agreement,
- B. Attempting to resolve problems that may arise,
- C. Initiating discussions on areas of concern to bargaining unit employees.



### Section 35.2.2

These meetings are not intended to bypass the grievance procedure and shall not be used to renegotiate provisions of the Agreement. Any agreement reached by the Joint Labor Management Committee shall be advisory in nature and not subject to the grievance procedure.

### Section 35.2.3

Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Neither party shall have control over the selection of the representation of the other party.

### Section 35.2.4

The disposition of matters covered by this Joint Labor Management Committee shall not contradict the terms and conditions of this Agreement. Any addendum or memorandum of understanding that comes about through meetings shall be signed and dated by both parties. Agreements reached on other matters shall be supported by both parties.

## Article 36 Grievance Procedure

### Section 36.1

**Grievance Defined:** A grievance means a claim or dispute by an employee or the Federation with respect to the interpretation, application or violation of the terms of this Agreement. The Federation has the right as the exclusive bargaining representative to act as an aggrieved party in the grievance procedure. The following procedure applies.

### Section 36.2

**Step 1, Informal Discussion & Formal Procedure:** The faculty member may, at their option, first discuss informally a grievance with their immediate administrator, or proceed directly to formal hearing as a method of solving the matter.

#### Section 36.2.1

**Informal Procedure - Grievance Discussion:** The faculty member may first discuss the grievance with their immediate administrator citing the section(s) of the Agreement allegedly being incorrectly interpreted, applied, or violated with the object of solving the matter informally. This shall be done within thirty (30) calendar days after the faculty member knew or demonstrably should have known of the occurrence giving rise to the alleged grievance. A representative of the Federation may be invited to attend this discussion at the faculty member's option. The administrator shall be informed by the faculty member, or Federation representative if one is present, that the discussion is in fact an informal grievance discussion by the faculty member or Federation representative's statement: "This is an informal discussion of a grievance at Step 1." Every effort shall be made to resolve the grievance within ten (10) calendar days of the date of the informal discussion.

If the grievance is not resolved through informal discussion, the grievance shall be reduced to writing for presentation at Step 2 within five (5) days after the date of the informal discussion. The writing will contain: a statement of the grievance; reference to the articles and sections of the Agreement claimed to have been violated, misinterpreted or misapplied; and the remedy sought.

#### Section 36.2.2

**Formal Procedure - Grievance Reduced to Writing:** The faculty member may bypass informal discussion and proceed immediately to the formal procedures if she or he so desires. This shall be done within thirty (30) calendar days after the faculty member knew or demonstrably should have known of the occurrence giving rise to the alleged

grievance. In this event, a written grievance shall be delivered to the immediate administrator with a copy to the Director of Human Resources and a copy to the Federation. The writing will contain: a statement of the grievance, reference to the articles and sections of the Agreement claimed to have been violated, misinterpreted or misapplied, and the remedy sought. The immediate administrator will discuss the grievance with the involved parties not later than five (5) working days after receipt of the grievance. A representative of the Federation may be invited to attend this hearing at the faculty member's option. The immediate administrator shall render their disposition of said grievance in writing with copies to the grievant and the Federation not later than five (5) working days after such discussion of the grievance.

### **Section 36.3**

**Step 2, Next Line Administrator Level:** If no settlement has been reached in Step 1 within the specified time limits, the written grievance shall be submitted within five (5) working days to the next appropriate line administrator with a copy to the Director of Human Resources. Upon receipt of the grievance, the next line administrator shall meet with the involved parties (at a mutually acceptable time and location) for a discussion of the grievance not later than five (5) working days after receipt of such grievance. The administrator shall render their disposition of such grievance in writing with copies to the grievant and to the Federation not later than five (5) working days after such discussion of the grievance.

### **Section 36.4**

**Step 3, President Level:** If the grievance is not resolved in Step 2, the grievant may appeal the grievance at their discretion to the President or designee with a copy to the Director of Human Resources within five (5) working days of the disposition in Step 3. Upon receipt of the grievance the President or designee shall meet with the parties involved not later than five (5) working days after receipt of such grievance. The President or designee shall render their disposition of such grievance in writing with copies to the grievant and the Federation not later than five (5) working days after such discussion of the grievance.

### **Section 36.5**

**Step 4, Arbitration:** If such grievance is not resolved to the satisfaction of the grievant, said grievant and the Federation may appeal the disposition of the grievance to arbitration within ten (10) calendar days of receipt of the disposition of the grievance from Step 4. The grievant and the College shall mutually select the arbitrator from a list provided by the American Arbitration Association. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator will be selected in accordance with the American Arbitration Association rules, which rules will likewise govern the arbitration proceeding.

#### **Section 36.5.1**

The College and the Federation shall each pay 50% of the compensation of the arbitrator, including expenses.

#### **Section 36.2.2**

The arbitrator shall have no power to alter, add to, subtract from, disregard or modify from the terms of this Agreement. Upon request of either party, the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator and such questions shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

### **Section 36.6**

**Time Limits:** All grievances shall be processed in accordance with the time limits specified in each step of this Article. Such specified time limits may be extended by mutual written consent between the parties to this Agreement, provided that no such extension shall be made after the expiration of such specified time limits. The failure of the grievant to proceed from one step of the procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeals

concerning the particular grievance. Failure of the College to take the required action within the time provided shall entitle the grievant to proceed to the next step of the grievance procedure.

### **Section 36.7**

**Non-Discrimination:** The College will not discriminate against any individual faculty member or the Federation for taking action under this Article.

### **Section 36.8**

**Separate Files:** All documents, communications and records dealing with a grievance shall be filed separately from the grievant's personnel file.

### **Section 36.9**

**Non-Duplicate Process:** This grievance procedure shall not be used if a grievant has, or will, file the same or substantially the same issue with another agency; or the same or substantially the same issue has been decided in another form in a case involving the grievant and the College.

## **Article 37 Entire Agreement**

### **Section 37.1**

This Agreement supersedes and cancels all previous agreements, verbal or written, and past practices between the College and the Federation and constitutes the entire Agreement between the parties.

## **Article 38 Waiver and Complete Agreement**

### **Section 38.1**

The parties acknowledge that during negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Neither party shall be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time.

## **Article 39 Saving Clause**

### **Section 39.1**

If any provision of this Agreement or the application of any such provision is invalid by state or federal statutes, P.E.R.C. rulings, court decisions, State Board for Community and Technical Colleges rulings and other governing agencies, the remainder of this Agreement shall not be affected thereby.

## Article 40 No Strike

### Section 40.1

The Federation and the College recognize that strikes may be disruptive to the educational process. The Federation and the College subscribe to the principle that every effort will be made to resolve differences by peaceful and appropriate means without interruption of the College operation.

### Section 40.2

The Federation, therefore, agrees that there shall be no strikes or other concerted refusal to work, nor any instigation thereof, by the faculty for the duration of this Agreement. The Federation further agrees not to honor, or to encourage its members to honor any strikes, picket lines, or other concerted work stoppages that may be established by any other College employee organization.

### Section 40.3

During the term of this Agreement the College shall not lock out faculty covered by this Agreement.

### Section 40.4

In the event of a strike by another organization, the Federation and College agree to immediately discuss possible procedures needed to ensure the safety of non-striking employees.

## Article 41 Term

### Section 41.1

This Agreement represents the entire agreement between the College and the Federation and upon ratification by the Federation and the Board shall become of full force and effect from July 1, 2021 and shall continue in full force and effect until June 30, 2024. Negotiations for a successor agreement shall begin no later than February 1, 2023.

### Section 41.2

In the event the legislature authorizes a general salary increase, the College and the Federation will immediately open negotiations to determine application of funds.

LAKE WASHINGTON FEDERATION  
OF TEACHERS  
LOCAL 3533 AFT/AFL-CIO

LAKE WASHINGTON INSTITUTE OF  
TECHNOLOGY BOARD OF TRUSTEES

Dated: 08/09/2021

Dated: 08/03/2021

By: *Andrea Westman*  
SignNow e-signature ID: 32bd6640f7...  
~~Andrea Westman, President~~

By: *Anne Hamilton*  
SignNow e-signature ID: 4f1683e0a2...  
~~Anne Hamilton, Chair~~

By: *Philip Sicker*  
SignNow e-signature ID: 4046d00819...  
~~Philip Sicker, Chair, Bargaining Committee~~

By: *Robert H Malte*  
SignNow e-signature ID: f19537a463...  
08/09/2021 15:46:40 UTC  
Bob Malte, Vice Chair