

**Memorandum of Understanding  
Tacoma Community College (TCC) and TCC Federation of Teachers**

**Transferability of Leave**

The Tacoma Community College (hereinafter the "College"), and the Tacoma Community College Federation of Teachers (hereinafter the "Union"), hereby enter into and agree to the following memorandum of understanding.

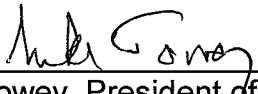
Article 5.12 (b) (6) of the 2006-09 Faculty Negotiated Agreement (which by mutual agreement was extended through the 2009-2010 academic year) shall be modified as follows:

**5.12 Illness, Injury, Bereavement and Emergency Leave**

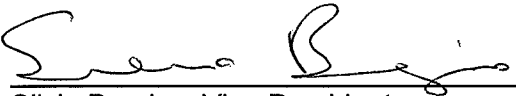
**(b) Part-Time Academic Employees**

**(6) Transferability** – Part-time academic employees may transfer sick leave balances in accordance with RCW 28.B.50.551. For part-time academic employees, transfer to the College is defined as moving from one state agency or institution of higher education to the College as the sole employer without a break in service. For transfer purposes, break in service is defined as not being in pay status with the transferring agency or the College for two consecutive quarters. When transfers are from another Washington State public community College and/or technical College, the College is considered the sole employer following two consecutive quarters of exclusive College employment within the community and technical College system. Requests for transfers must occur within the third quarter following the initial first two quarters in which Tacoma Community College has been the sole employer.

This memorandum of understanding will be in force until a new negotiated agreement is signed by both parties

  
\_\_\_\_\_  
Mike Towey, President of TCCFT  
Representing the TCCFT Academic Employees

5/25/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Silvia Barajas, Vice President  
Administrative Services  
Representing TCC Management  
on Behalf of the Board of Trustees

5/25/2010  
\_\_\_\_\_  
Date