

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

**Use of State Resources**

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.

The Faculty Negotiated Agreement Article 1.10 Union Rights shall be modified to allow the Union enhanced access to the College's electronic mail (Email), hard copy mail distribution and telephonic systems for the purpose of conducting Union business using State resources.

Article 1.10 shall be modified as follows to describe how Email, mail distribution and telephone systems are authorized for Union business. Complete text with revisions is attached.

**1.10 Union Rights**

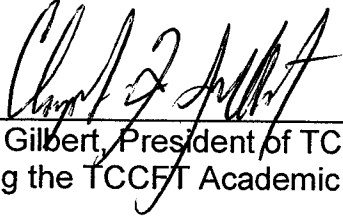
**(i) Use of State Resources for Union Business** – the following College resources shall be made available to the Union to conduct Union business provided such use complies with and does not violate the State Ethic Act and College policy, and provided such use does not interfere with the programs and services of the College.

(1) Electronic Mail (Email) – The Union President, Union Secretary or other elected officers shall be authorized to use the College's Email system on a periodic and limited basis to communicate with bargaining unit members about Union business. The Union shall be authorized to establish a distribution list of faculty represented by the Union. The use of Email to the faculty distribution list will be periodic (approximately 1-4 times per quarter) and limited to short communications, such as announcing Union meetings. The communications may include attachments, such as an agenda or other small document related to the communication.

Further, up to eight (8) Union Executive Committee members shall be authorized to use the College's Email system with unlimited frequency for the purpose of communicating with other Executive Committee members regarding Union business.

(2) Campus Mail Services – The Union shall be authorized to use the College's mail distribution services on a periodic basis for the purpose of distributing Union business materials between the Main Campus and satellite locations, such as between the Gig Harbor Center and Main Campus, between Main Campus and WCCW, and between the Tacoma Mall Center and Main Campus. Mailings shall be limited to a single faculty member at each location. The Union is not authorized to use non-faculty staff to distribute Union business materials within each campus location.

(3) Telephone – The Union shall be authorized to use the College’s telephone system for conducting Union business. Such calls shall be limited to campus and local (non-toll) calls. The Union is not authorized to use the State’s SCAN system for making long-distance calls.



\_\_\_\_\_  
Christopher Gilbert, President of TCCFT  
Representing the TCCFT Academic Employees

8/22/07  
Date



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

8.23.07  
Date

## 1.10 Union Rights

(a) **Bulletin Boards** – The union shall be assigned a reasonable amount of existing bulletin board space for organizational announcements in each building in which academic employees are assigned offices.

(b) **Mail Boxes** – Individual mail boxes shall be provided for full-time and part-time academic employees except that no mailboxes will be required for employees with whom the College conducts all affairs by United States mail. The Union may have access to campus mail boxes for the purpose of distributing Union business materials when such distribution is conducted by academic employees covered by this Agreement.

(c) **Union Office** – The union shall be provided with an office for organizational use, to be assigned by the College president or his designee, subject to the rental payment of \$10 per month.

(d) **Space for Organizational Activities** – Classrooms and other campus space shall be made available to the union for organizational activities provided that such use is requested and scheduled according to district procedures relating to the use of such facilities by non-profit organizations and provided that such use does not interfere with the programs and services of the College.

(e) **Employee Orientation** – The union president or his or her designee shall be authorized to participate in the planning and implementation of orientation activities for new academic employees toward the end that all new academic employees shall become informed of the union's program and services.

(f) **Representation Fee** – All full-time academic employees, including temporary and specially funded academic employees shall, as a condition of continued employment on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment, either become members of the union or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the union. The representation fee shall be used to fund the expenses of representing the members of the bargaining unit.

All part-time academic employees who meet the following criteria shall, as a condition of continued employment, on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment, either become members of the union or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the union. The representation fee shall be used to fund the expenses of representing the members of the bargaining unit.

- Part-time academic employees, except where excluded by the negotiated agreement, who meet the criteria to be benefit eligible for the quarter (for health insurance benefits, currently 50% FTE) as of the quarterly benefits eligibility report run date, generally between the 5<sup>th</sup> and 10<sup>th</sup> day of the quarter, shall be required to pay the union representation fee;
- For purposes of this agreement, the benefit eligible status is based solely on teaching assignments at TCC and shall not include employees who are benefit eligible on the basis of teaching assignments combined with other colleges.

- Full-time academic employees teaching during the summer quarter or other periods between the regular academic quarters of fall, winter and spring, as a part-time academic employee shall be excluded.
- The determination of employees meeting the criteria for payment of the union representation fee shall be made once per quarter and shall not be altered on the basis of class assignment changes for the quarter that occur after the benefit eligibility report is run for the quarter.
- Nothing prohibits a part-time academic employee who otherwise is not required to pay a union representation fee based on the criteria above from authorizing a union fee deduction on a voluntary basis.

A covered employee shall pay the representation fee established by the union for each pay period for which compensation for teaching assignments is received by the employee, except where the compensation issued to an employee is insufficient to cover the full deduction, the deduction may be less than the established amount. The amount of the representation fee may be subject to change at the direction of the Union. Changes in the amount of the representation fee shall be effective one full academic quarter after written notice of a change in fee is received by the College's Human Resources office. Notice of a change in fee must be made in writing, and signed by the Union president or his/her designee.

If an academic employee asserts a right of non-association, based upon bona fide religious tenets or teachings of a church or religious body of which such academic employee is a member, that academic employee shall pay to a non-religious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring or retaining membership in the union in accordance with Chapter RCW 28B.52.045. The charity shall be agreed upon by the employee and the union. The academic employee shall furnish written proof that such payments have been made.

**(g) Payroll Deductions of Union Dues** – Management shall provide for payroll deduction of union dues and representation fees upon written authorization by each academic employee. Payroll deduction authorization forms submitted to the payroll office by the tenth of the month shall be recognized as effective for that month and each month thereafter until the employee submits written cancellation. Management shall deduct from the pay of each academic employee, from whom it receives an authorization to do so, the required amount for the payment of union dues and representation fees. Such dues and fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the union office no later than thirty (30) days after such deductions were made.

**(h) Release Time**

(1) For fall, winter and spring quarters of each year covered by this Negotiated Agreement, management agrees to provide the union president or his designee with one-third (1/3) release time from his or her primary assignment. Such release time will be defined in agreement with the supervising dean. Office hours, advising, and other assignments shall be

proportionate to the instructional load carried. In addition, management agrees to provide the union president or his/her designee with a stipend equal to the rate of part-time academic employee pay for a 5-credit class for each of fall, winter, spring and summer quarters. The union shall be provided such additional release time for organizational purposes as is specifically funded by the union at the applicable part-time rate of pay.

(2) The union president or his/her designee may attend legislative hearings upon invitation, State Board meetings, State Board committee meetings provided his or her classes are covered, and shall be limited to no more than six (6) meetings per quarter.

(3) The union president or his/her designee may attend, on appointment days, union sponsored regional or state-wide meetings limited to no more than one (1) per quarter, and provided that his/her classes are covered.

(4) In both instances cited in paragraphs (2) and (3) above, neither travel nor expenses will be paid by the College, but no deductions from pay or leave will be made for time away from campus.

(i) Use of State Resources for Union Business – the following College resources shall be made available to the Union to conduct Union business provided such use complies with and does not violate the State Ethic Act, and provided such use does not interfere with the programs and services of the College.

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