

**FACULTY NEGOTIATED AGREEMENT**

---

**July 1, 2017 to June 30, 2020**

**Tacoma Community College**

*And*

**TCC**

**Federation of Teachers**

**Local 2196**

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## Tacoma Community College and TCCFT Negotiated Agreement

July 1, 2017 through June 30, 2020

### 0.00 PREAMBLE

#### 0.10 Purpose

The purpose of this agreement is to promote a harmonious and mutually supportive relationship between the two components of the educational community who are signatories of this agreement – the Board of Trustees and the Administration, and the Tacoma Community College Federation of Teachers (Local 2196, American Federation of Teachers) – by encouraging a spirit of cooperation between these groups for their mutual advantage and in the public interest. To this end, the parties commit to a collaborative working relationship and the sharing of information with their respective constituent groups. Pursuant to the provisions of RCW 28.B.52, the undersigned have entered into this agreement for the purpose of promoting a sound and stimulating work climate for the academic employees of the Tacoma Community College as defined below.

#### 0.20 Definitions

(a) **College** – Washington State Community College District XXII shall hereinafter be termed the "College".

(b) **Academic Employee** – Any teacher, counselor, librarian, department head, or vocational program chair, who is employed by the College, with the exception of the President (the Chief Administrative Officer) and any other administrator in the College, shall hereinafter be termed "academic employee". This definition shall include part-time as well as full-time employees. Academic Employees shall receive the title of Professor.

(1) **Full-Time Academic Employee** – A full-time academic employee is one who is employed by the College for an entire academic year and who works a full-time load as specified in Article 6.00, "Academic Year and Load". There are *five (5)* classifications of full-time academic employees:

Tenure, full-time academic employee appointment, probationary academic employee appointment, probationer, and administrative appointment, for purposes of tenure, shall be the same as is contained within RCW 28B.50.851 as now or hereafter amended.

(aa) **Probationary academic employee** – is a full-time academic employee who is considered by the College to be in a tenure track status but has not received tenure. Also referred to as a "probationer".

(bb) **Tenured academic employee** – is a full-time academic employee who has received tenure.

**(cc) Temporary Academic Employee** – A temporary academic employee is one who is employed by the College on a full-time basis, at a full-time rate of pay as determined in 4.10, and for a specific number of days which may differ from the academic year appointment. If rehired, the salary placement will be recalculated for the new appointment. An employee shall not be retained on a temporary status for more than two consecutive years, unless mutually agreed upon by Union and management. Temporary academic employees are entitled to all rights and benefits of a full-time employee except tenure, seniority, and compensation for Professional Activity Units (8.71), or where otherwise specified in this agreement.

**(dd) Specially Funded Academic Employee** – A specially funded academic employee is one who has been employed by the College on a full-time basis, at a full-time rate of pay for a specific number of days which may differ from the academic year, for more than two consecutive years, and whose position is funded from a grant or special service agreement or is a nonformula position. Specially funded academic employees are entitled to all rights and benefits of a full-time employee including the eligibility to earn increments through PAU as discussed in section 8.71, except tenure and seniority, or where otherwise specified in this agreement. Since specially funded academic employees are eligible to earn increments they are not eligible to be re-placed on the salary schedule.

**(ee) Corrections Academic Employee** – A full-time academic employee (hereinafter “full-time corrections academic employee”) is one who is a temporary or specially funded employee of the College at a contracted corrections site.

Corrections academic employees are hired as temporary employees as described in (cc) Temporary Academic Employee. After two years as a temporary academic employee, corrections academic employees may continue employment as described in (dd) Specially Funded Academic Employee.

**(2) Part-Time Academic Employee** – A part-time academic employee is one who is employed or has been recently employed by the College on a quarterly basis for a workload within the specifications of Article 6.00. There are two classifications of part-time academic employees:

**(aa) Active Part-Time Academic Employee** – Is a part-time academic employee who is under a current appointment letter.

**(bb) Inactive Part-Time Academic Employee** – Is a part-time academic employee who is not currently under an appointment letter with the college but who has had a previous appointment as a part-time academic employee within the previous 12 months, and has not formally separated their employment or retired. These employees remain entitled to some benefits covered by this agreement and are considered members of the bargaining unit.

Unless otherwise specified in this agreement, any reference to part-time academic employees that does not specifically identify active or inactive is considered to apply only to active part-time academic employees.



Part-time academic employees who have retired, have formally separated their employment relationship or who have not had an appointment for active employment for 12 months or more are no longer considered employees of the college, are not covered by any provision of this agreement, and are not members of the bargaining unit.

- (3) **Department/Program Chair** – A tenured academic employee who performs non-instructional duties and provides leadership for an organizational unit of faculty. Chairs of professional/technical programs will be appointed by management. Chairs for other organizational units will be elected in accordance with 8.50.
- (4) **Learning Support Academic Employee** – An academic employee who is a counselor or librarian.
- (c) **Administrator** – Any person employed either full-time or part-time by the College who performs administrative functions at least 50% or more of his or her assignment and has responsibilities to hire, dismiss, or discipline other employees shall hereinafter be termed "administrator."
- (d) **Appointing Authority** – Shall mean the Board of Trustees and/or President of Community College District 22.
- (e) **Management** – The President of the College, administrators as defined above, and the Board of Trustees of the College shall be hereinafter termed "management".
- (f) **President** – The President of the College and of any other College hereafter established within Community College District No. 22, or in such President's absence, the acting President.
- (g) **Tenure Review Committee** – A committee composed of three (3) academic employees who hold tenured academic employee appointments, a division administrator/dean or management supervisor, and a student appointed pursuant to statute.
- (h) **Training Facilitator** – Shall mean an employee or consultant that is hired to teach not for credit community services classes using State Board for Community and Technical Colleges SBCTC intent code 31. Training facilitators are usually contracted for work through the college's Continuing Education Department, and are not considered academic employees and are not covered by this contract.
- (i) **Full-Time** – An appointment, which is consistent with the full-time appointment assignment specified within Article 6.00.
- (j) **Dismissal** – The termination of a tenured academic employee appointment, a probationary academic employee, or a corrections academic employee appointment by the appointing authority.
- (k) **Union** – The Tacoma Community College Federation of Teachers (Local 2196, American Federation of Teachers) shall hereinafter be termed "the Union", and is hereby recognized by management as the designated representative employee organization for all academic employees.

- (l) **Academic Year** – The regular College year consisting of fall, winter, and spring quarters shall hereinafter be termed "academic year". For corrections academic employees, the regular College year consisting of summer, fall, winter, and spring quarters shall hereinafter be termed "academic year."
- (m) **Academic Calendar Year** – The academic calendar year shall consist of the academic year plus a fourth, or summer, quarter.
- (n) **Calendar Year** – The calendar year shall be a 12-month period of January through December.
- (o) **SBCTC** – The Washington State Board for Community and Technical Colleges shall hereinafter be termed "SBCTC".
- (p) **Tenure Granting Authority** – The Board of Trustees of Community College District 22.
- (q) **Accredited Institution** – An accredited institution is an institution accredited by a Regional Accrediting Association accredited by the Council on Post-Secondary Accreditation (COPA).
- (r) **Departments and Programs** – Organizational units of academic employees established by management.
- (s) **Corrections Sites** – Depending on SBCTC contracts could include any Corrections Facility in the State of Washington. Current correction sites are the Correction Center for Women and Mission Creek (hereinafter be termed WCCW).

### 0.30 **Conditions of Agreement**

- (a) **Applicability** – The provisions of this agreement, as specified in this agreement, apply to all academic employees who are employed by the College. However, for certain positions, which are funded solely by grants, special service agreements, or other non-traditional funding sources, there may be exceptions to provisions of the negotiated agreement. All such exceptions shall be reported to the Union. Should disagreements exist concerning exceptions; the matter will be referred to the Union-Management Committee (3.10).
- (b) **Individual Employment Agreement** – Individual employment agreements will be established between the Board and each full-time, temporary, and specially funded academic employee. Information about and the terms and conditions regarding part-time employment shall also be provided to each part-time academic employee.

Such individual employment agreements and information regarding employment shall be subject to and consistent with the terms of this Negotiated Agreement. Copies of individual employment agreement forms for full-time academic employees and information about employment forms for part-time academic employees can be obtained from Human Resources. Management has the right to modify these forms but management's exercise of this right shall not alter the conditions of this Negotiated Agreement. During contract negotiations, management will not issue individual appointment letters to academic employees before ratification of the Negotiated Agreement without a discussion with the Union at least one week prior to mailing provisional individual appointment letters.

(1) Health Faculty in Diagnostic Medical Sonography, Emergency Medical & Health Services, Nursing, Radiologic Science, Respiratory Therapy, Health Information Technology, and Health Information Management are required to comply with clinical partnership requirements including drug testing, immunizations, and routine background checks. The college will pay for all costs incurred for this requirement and uncompensated time.

(c) **Supersedure** – This agreement shall supersede any rules, regulations, or practices of management that shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of management.

For Corrections, this agreement and all provisions contained within are subject to compliance with the terms and condition of the College, SBCTC, and Department of Corrections (DOC) educational services contract and the requirements of the correctional institution as defined by the DOC or the service contract. Any provision of this negotiated agreement found to be in conflict with DOC contract provisions or institutional requirements shall by superseded by such DOC provisions or requirements.

(d) **Agreements Binding Except for Unlawful Parts** – It is agreed that the provisions of this agreement are binding on both parties and that management, Union or their representatives shall take no action in violation of, or inconsistent with, any provisions of this agreement. If any provision in this agreement shall be determined, by an Act of the State Legislature or ruling by a court of competent jurisdiction, to be contrary to, or unauthorized by law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law. In such cases, all other provisions of this agreement shall continue in full force and effect.

(e) **Contractual Agreement** – The parties agree that all negotiable items herein have been discussed during negotiations leading to this agreement and therefore agree that negotiations will not be reopened except as provided for in Article 16.00 of this agreement.

(f) **Number of Signed Copies** – There shall be two signed copies of this agreement, one to be retained by the Union and one to be retained by management.

(g) **Copies to Academic Employees** – Within one (1) month of the ratification of this agreement by both parties, management agrees to provide copies of the agreement to all academic employees, those hereafter employed under its terms, and, by request, to all those offered employment. An additional 55 copies will be provided to the Union at cost (5 for Corrections).

(h) **Individual Rights Reserved to Employees** – Nothing contained in this negotiated agreement shall be construed to deny to an academic employee his or her rights under the United States Constitution or Federal or Washington State law or regulations.

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## 1.00 UNION RIGHTS AND RESPONSIBILITIES

### 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. This is to facilitate communications between the employee organization and is allowable pursuant to RCW.42.52.560.
- (b) **Mail Boxes** – Individual mailboxes 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 mailboxes for the purpose of distributing Union business materials when such distribution is conducted by academic employees covered by this agreement. This is to facilitate communications between the employee organization and is allowable pursuant to RCW.42.52.560.
- (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 \$10.00 per month. The office space is for the purpose of negotiations, administering the collective bargaining agreement, and promoting the organizational effectiveness of employees.
- (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 College 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. This is to facilitate communications between the employee organization and is allowable pursuant to RCW.42.52.560.
- (f) **Use of State Resources for Union Business** – the following College resources shall be made available to the Union to conduct Union business provided such uses complies with and does not violate the Washington State Ethics Act, and provided such use does not interfere with the programs and services of the College.

To the extent allowed by RCW 42.56.020 or court ordered subpoenas, communications between TCCFT and its members will be considered privileged and confidential.

Per WAC 292-110-010(4) state employees have no expectations of privacy in their work email, internet, fax, or other electronic record technologies.

**(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 and limited to short communications, such as announcing Union meetings. The communications may include attachments, such as agendas, or other small documents related to the communications.

Further, 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.

This is to facilitate communications between the employee organization and employees and is allowable pursuant to RCW 42.52.560.

**(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 distribution of Union business materials between the Main Campus and satellite locations. Mailings shall be limited to a single academic employee at each location. This is to facilitate communications between the employee organization and the employee and is allowable pursuant to RCW 42.52.560. The Union is not authorized to use non-academic staff to distribute business materials within each 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. This is to facilitate communications between the employee organization and the employee and is allowable pursuant to RCW 42.52.560.

**(4) TCC Website** – The TCC website will include a page stating that academic employees are part of the TCC Federation of Teachers. The page will include Union contact information and contain a link to the Union website. This is to facilitate communications between the employee organization and the employee and is allowable pursuant to RCW 42.52.560.

**(g) 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 (30th) 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.

- 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.

#### Part-Time Academic Employees

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.

- 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 the 10<sup>th</sup> day of the quarter, shall be required to pay the Union representation fee;
- For the purpose 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.
- A part-time corrections academic employee remunerated at the formal instructional services rate of pay is exempt from Union representation fee payment requirements. 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.

The representation fee shall be used to fund the expenses of representing the members of the bargaining unit.

#### Other College Employees

An employee of the College who works as a classified employee, hourly employee, or exempt employee, who is teaching seven and one half (7.5) instructional contract hours a week or more in any given quarter will be required to pay the Union representation fee.

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.

**(h) 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.

**(i) Release Time**

- (1)** Union Management agrees to provide the Union President with 7/9 annual release time. 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. Upon agreement with management, the Union President shall be provided such additional release time for organizational purposes. Union Release time for Union duties does not preclude the Union President from teaching moonlight courses, as discussed in section 4.80 (d); however moonlighting should not interfere with the performance of Union duties. With agreement of management, the Union President may elect to transfer a portion of the annual release time to a designee who is performing significant Union duties.
- (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.

**1.11 Exercise of Rights**

The exercise of the rights of the Union shall be consistent with the terms of this Negotiated Agreement.



## 1.20 Union Responsibilities

- (a) **Organizational Costs** – The Union shall assume financial responsibility for costs related to organizational activity on campus, such as: postage, long distance telephone charges, office supplies, secretarial, and clerical services.
- (b) **Alternate Space** – The Union agrees to relinquish, upon 30 days notice, the rented office space and to accept reasonable alternate space in accord with the needs of the College as determined by the College President.
- (c) **Committee Lists** – Upon request, the Union shall provide management with a complete list of all Union committees including the names of all academic employees serving on those committees.
- (d) **Communication** – The Union shall assume responsibility for communicating to academic employees all information it derives from a collaborative working relationship with management, particularly the distribution of information having College-wide implications such as institutional planning, budgeting, etc.
- (e) **Summer Availability** – The Union President shall be available during summer and breaks between quarters for Union management business. If the Union President will not be available, an alternate will be designated by the Union.

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## 2.00 MANAGEMENT RIGHTS AND RESPONSIBILITIES

### 2.10 Management Rights

Management, on its own behalf, and on behalf of the public and of the appointing authority, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Washington, and of the United States. Without limiting the generality of the foregoing, management shall have the following rights:

- (a) **Management and Control** – To execute management and administrative control of the College resources.
- (b) **Hiring** – To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their dismissal or demotion, and to promote and transfer all such employees. Management, in consultation with the union, may appoint one member to search committees for all Deans and higher. Each Dean or above search will include a faculty member from the affected division.
- (c) **Programs and Services** – To establish educational programs, courses and related services, including special programs, and to provide for athletic, recreational, cultural and social activities for students and the community, all as deemed necessary or advisable by management.
- (d) **Employee Assignments** – To decide upon the duties, responsibilities and assignments of academic employees with respect to teaching assignments, to administrative and non-teaching activities, and to specific terms and conditions of employment provided that, an employee will not be assigned courses or duties which the employee is not competent to perform or which are inconsistent with the terms of this Negotiated Agreement.

### 2.11 Exercise of Rights

The exercise of the rights of management shall be consistent with the terms of this Negotiated Agreement.

### 2.20 Management Responsibilities

- (a) **Non-Discrimination** – Management will not discriminate against any academic employee or applicant for any academic position (a) because of membership or non-membership in any employee organization, (b) because of race, creed, color, religion, sex, national origin, disability, sexual orientation or sexual identity, marital status, status as a disabled or Vietnam era veteran, or age, or (c) because of the exercise of any other rights given said employee under RCW 28.B.52, other state or federal law and the Constitution of the United States.

**(b) Information and Reports** – Upon written request to the College President, copies of institutional data, if available, shall be loaned to the Union or made available to it for inspection at no cost. Management agrees to notify the Union President of the availability of such data within three (3) working days of the data's availability on campus. Examples of such data are:

**(1) Tenth Day Report** – Report of tenth day enrollment figures reported to SBCTC.

**(2) Final Quarterly Report** – Report of final quarter enrollment figures for every section offered by the College.

**(3) Budget Reports** – The Union shall be granted access to all pertinent budget documents and shall be granted the right to make copies at its expense. Such documents shall include but not be limited to – copies of the detailed process, forms, scheduling, preliminary compilation of division requests, detailed monthly status reports, and a copy of the College's final budget.

**(4) Reports Exchanged with SBCTC** – Formal reports routinely submitted to the SBCTC or received from it.

**(c) Academic Employee Participation** – Management shall insure academic employees the opportunity to participate on a regular basis in collaborative processes related to institutional planning and budgeting on behalf of the College. Whenever a process or group is structured to consider budgeting or planning issues, academic employees, selected by the Union, will be included.

In addition, management agrees to supply the Union President with certain other information. Examples of such information are:

**(1) Employment Agreements and Appointment Letters** – A copy of each individual's initial employment agreement and subsequent appointment letters, noting the academic employees' specific assignment.

**(2) Notice of Regular Board Meetings** – Three (3) copies of the monthly Board of Trustees meeting packet, including a detailed meeting agenda, minutes of the previous meeting, copies of all proposed resolutions and supporting data, and copies of all reports. These meeting packets will be given to the Union President at least five (5) working days before the scheduled board meeting.

**(3) Notices of Special Board Meetings** – A copy of the detailed agenda and supporting materials for all special Board meetings, including study sessions. These materials will be given to the Union President at least one (1) working day before the scheduled special meeting or study session.

**(4) Committee Lists** – A copy of an annual listing of all President appointments of academic employees to campus committees, sub committees, and councils.

### 3.00 UNION-MANAGEMENT RELATIONS

#### 3.10 Union-Management Committee

- (a) **Establishment and Purpose** – In the interest of maintaining collaborative bargaining, the Union and the College agree to establish and maintain a joint Union-Management Committee, consisting of two Union representatives appointed by the Union and two management representatives appointed by management. More representatives may participate in the Union-Management Committee by mutual agreement of the Union and the College. The purposes of this committee will be to review matters covered by this Negotiated Agreement and to recommend the resolution of problems related thereto. However, the committee is not to be used as a substitute for the existing grievance procedure.
- (1) The committee will not discuss any concerns which the members feel have not been taken through established channels of authority, but will refer such matters to the proper administrator.
- (2) The members of the committee may consider amending the Negotiated Agreement, with the approval of their constituencies; but the committee is not to be used to continue the negotiations process.
- (b) **Meetings** – Meetings of the Union-Management Committee will be scheduled on call of either party, through its spokesperson. Meetings shall be scheduled at mutually agreeable times and without unreasonable delay from the date of the request. Meeting requests will be in writing from one spokesperson to another and will specify the items of concern. During a requested meeting, and for the minutes, the two team members may mutually determine the agenda and time for the next meeting.
- (c) **Chair** – In the interest of collaborative bargaining the team is not required to have a chair, but may choose to do so. If desired, a management-designated spokesperson shall preside as Chair of the first meeting; thereafter, the Chair will rotate between Union and management spokesperson.
- (d) **Documentation of the Meeting Discussion** – Written documentation of Union-management meetings shall include identification of each topic that is discussed and any decisions or recommendations regarding the item. Contents of the written documentation will be agreed to by both Union and management and copies furnished to each member of the committee. Additional copies will be made available to each academic employee office building, the College President, the Union President and the Board upon request, or by decision of the Union or College for distribution and sharing.
- (e) **Ratification** – All items handled by the Union-Management Committee, which alter the terms of the Negotiated Agreement in amendment, shall be ratified by both the Board of Trustees and the Bargaining Unit before having the force of policy.

#### 3.20. Representatives

Management agrees that accredited representatives of the AFL-CIO and the American Federation of Teachers, whether local, state, regional, or national, will have the same access to the College and its facilities as any other person(s) from the community.

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## 4.00 ACADEMIC EMPLOYEE COMPENSATION

### 4.10 Full-Time Academic Employee Compensation

**(a) New full-time academic employee's initial placement shall be as follows:**

- \$46,500.00 Full-time academic employees with zero experience and a bachelor's degree or less.
- \$ 1,000.00 \$1,000.00 for each full year of experience, up to a combined maximum of seven (7) years, as described in section 4.20 **(a) (b) and (c)**.

**(b) Compensation for advanced degrees from an accredited institution shall be**

- \$ 1,000.00 Masters
- \$ 1,500.00 Doctorate

Compensation shall be given the quarter immediately following submission of documentation to the Human Resources office unless the compensation would cause the full-time academic employee to exceed the maximum as outlined in this section. The amount of increase to be applied during the appointment period in which the salary adjustment occurs will be derived through a proration process.

**(c) Compensation for achievement of tenure:**

\$2,500.00 Tenure (Promotion from probationary to tenured full-time academic employee).

Compensation shall be included in the annual appointment for the next academic year.

**(d) Annual increase in compensation for continuing full-time academic employees, including specially funded academic employees and excluding temporary academic employees, shall be:**

Proportional Increment for PAUs attained, as described in section 8.71.

The amount of compensation for general cost of living salary adjustments and salary increments for all continuing full-time academic employees shall be equal to and in accordance with Legislative funding. The amount of compensation for increments shall be in accordance with SBCTC authorization and will be based on the state allocation plus any available turnover dollars, to accrue at a maximum rate of \$1,500.00 per eligible employee per year. If increment compensation cannot be fully funded in a given year, the unfunded compensation will be tracked so that it may be awarded in future years. In this case, an academic employee's salary may be increased by greater than \$1,500.00 from one year to the next.

**(e) It is the intent of the College and the Union** to comply with the limitations imposed by the Appropriations Act in effect when the salary adjustments are payable, and to pass through to the full-time academic employees the full salary adjustment and/or increment authorized and allocated by the state. No provision of this agreement shall be interpreted or applied so as to place the College out of compliance with the salary limitations imposed by state law.

#### **4.20 Initial Placement**

The initial placement of all new full-time academic employees shall be based on documented educational qualifications and experience. Full-time academic employees with a Bachelors degree from an accredited institution and/or certification will receive credit based on the total experience added together from sections **(a)**, **(b)**, and **(c)**. Credit shall be given at the rate of \$1,000.00 for each full year of experience, up to a combined maximum of seven (7) years, credited and rounded off to the nearest whole year as described in sections **(a)**, **(b)** and **(c)** below. Management may grant an initial placement that is higher than an initial placement based solely on education and experience. The Union will be informed when such a placement is made.

**(a) Educational Employment Experience** – A maximum of seven (7) years of credit shall be given for previous applicable educational employment within the last 20 years.

**(b) Non-Educational Employment Experience** – Previous non-academic experience directly related to the primary assignment which was earned in the last eleven years will be credited as follows: the most recent three (3) years of such experience shall be credited on a year-for-year basis, and half credit shall be given for the preceding eight (8) years.

**(c) Military Experience** – Credit for active military service on a year-for-year basis will be granted to a maximum of two (2) years except where such experience is directly related to the individual's primary assignment at Tacoma Community College, in which case credit will be allowed as if it were professional experience in a non-academic setting.

#### **4.30 Reassigned Time for Chairs**

Compensation for Program Chairs will be determined by management. It may take the form of release time, stipend, salary, or a combination. Management has the option to determine which method is most appropriate for each assignment.

Chairs of other organizational units of faculty shall be reassigned time from their regular assignments to perform chair duties. The amount of reassigned time will be calculated as determined by the average Full-Time Equivalent Faculty (FTEF) from the previous fall, winter, and spring quarters. Reassigned time does not preclude the chair from teaching moonlight courses, as discussed in section 4.80(d); however, moonlighting should not interfere with the performance of chair duties.



- (a) 22 FTEF or higher. Chairs shall receive 2/3 annual reassigned time during the academic year.
- (b) Between 11 (inclusive) and 22 (non-inclusive) FTEF. Chairs shall receive 5/9 annual reassigned time during the academic year.
- (c) Between 5 (inclusive) and 11 (non-inclusive) FTEF. Chairs shall receive 2/9 annual reassigned time.
- (d) Less than 5 FTEF. Chairs shall receive 1/9 annual reassigned time.
- (e) **Stipends for Summer Quarter** – Payment for any assigned services during summer quarter will be at the applicable part-time rate for other professional services as stipulated in 4.81 of this Negotiated Agreement.

**4.40 Compensation for Full-Time Academic Employees Working Full-Time for Four Quarters**

Any full-time academic employee working a full-time load as defined in 6.00 for four (4) consecutive quarters shall be paid one-third (1/3) of his current full-time salary for the fourth quarter.

Full-time corrections academic employees working more than a full-time load as defined in 6.00 shall be paid for each additional full-time contract day at the employee's applicable full-time per diem rate.

**4.50 Travel Reimbursement**

- (a) All academic employees will be assigned a base site for their College duties. Every effort will be made to give the employee's total assignment at his or her base site.
- (b) When an academic employee's assignment requires travel from his or her base site to a non-base site location, College vehicles will be provided for the travel, per established procedures, when they are available. Mileage payment will be made in accordance with College policy and approved by the College President or his designee for use of private vehicles when College vehicles are not available.
- (c) Nothing in this Negotiated Agreement shall be construed to require academic employees to own or operate a motor vehicle. However, academic employees are responsible to get to their assigned locations. Management will take into account reasonable travel time in making employee assignments.

#### **4.70 Salary Payments**

Salary payments shall be made to academic employees according to the following provisions:

- (a) Each full-time academic employee shall be paid in accordance with State adopted, lagged payroll schedules and procedures in the following manner: one twenty-fourth (1/24) of his/her annual salary beginning with the September 25 through May 25 payrolls; six twenty-fourths (6/24) on the June 10 payroll and one twenty-fourth (1/24) on the June 25 payroll unless a full-time academic employee selects to be paid in nineteen (19) equal installments between September 25 through June 25. The selection deadline is July 1 preceding the start of the September 1 contract for continuing full-time academic employees. Once a selection is submitted, it remains in effect for the contract year. A full-time academic employee will have an opportunity to make a selection each year. New full-time academic employees will make a selection upon hire.
- (b) Each full-time corrections academic employee shall be paid in 24 equal payments in accordance with State adopted, lagged payroll schedules and procedures.
- (c) Part-time academic employees working regularly scheduled quarters will be paid in accordance with State adopted lagged, payroll schedules and procedures.
- (d) Part-time academic employees not working regularly scheduled quarters shall be paid at least once a month and pay dates will be included on, or attached to, the employee's Individual Appointment Letter.

#### **4.80 Compensation for Part-Time Academic Employees**

- (a) Salaries for part-time academic employees apply to all part-time academic employment for summer, fall, winter, or spring quarters.
- (b) Part-time assignments are subject to change in accordance with the needs of the College. Unless specified within the terms of an individual appointment letter, all part-time assignments are for only one (1) quarter.
- (c) If a class is canceled, after the part-time academic employee commences teaching, the part-time academic employee will be paid for all authorized instructional contact hours worked, but in no case shall this amount be less than five (5) percent of the appointment salary for that class.
- (d) Full-time academic employees accepting part-time employment beyond their regular full-time appointment (moonlight) will be considered part-time academic employees for that portion of their service.

#### **4.81 Part-Time Academic Employee salary Schedule**

Adjunct instructional academic employees shall be available to confer with students in their office or at a designated work site 1 hour per week per course. These office hours should be at the designated worksite or online in proportion to any online classes in the teaching assignment for the quarter. This schedule will be made readily available to students. The appropriate management supervisor can agree to and

document alternative worksites. Rates below are inclusive of office hours, preparation time, incidental meetings, and conference time. A schedule of these hours will be made available to students.

<b>Number of Units/Hours</b>	<b>Credit/ABE Lecture Hour Quarterly Rate</b>	<b>Contact Hour Quarterly Rate</b>
1	\$789.60	\$394.80
2	\$1579.20	\$798.60
3	\$2368.80	\$1184.40
4	\$3158.40	\$1579.20
5	\$3948.00	\$1974.00

**(a) Formal Instructional Services Rate** – The above rates are based on a standard 11-week quarter for a 5-credit class, usually, but not necessarily, broken down into 55 instructional contact hours of 50 minutes each or the equivalent. The schedule also provides a rate of pay for each quarterly instructional contact hour beyond credit hours. For example, a 5 credit class that involves 6 contact hours per week would pay \$3948.00 (5 cr.) + \$394.80 (1 contact). Classes that involve contact hours but no credit hours, i.e., science labs, will be paid based upon the contact hour rates shown above.

**(b) Rate for Other Instructional Duties Not Otherwise Covered and Other Professional Services** – \$40.00 per hour of service. For services for instructional duties not otherwise covered, and professional academic services other than formal instruction, compensation for the quarter is based directly on the hours of assigned service. Services included in this category are as follows: (1) Library, (2) Student Services, (3) Special Office Hours, (4) Curriculum development, (5) Course planning and preparation, (6) Laboratory supervision, (7) Seminar supervision, (8) Independent study supervision, (9) Program coordination, (10) certain clinical supervision, and (11) Advising responsibility equivalent in nature to the type of advising and educational planning expected of full-time academic employees.

**(c) Rate for Independent Study Classes** – Independent study classes shall be paid on the following basis – Number of Students multiplied by the number of credits multiplied by the professional services rate.

For example, if a professor has three independent study students and is teaching a 2-credit class, their compensation would be:

$$3 \text{ students} \times 2 \text{ credits} \times \$40.00 = \$240.00$$

Total payment for independent study classes shall not exceed the comparable credit/contact hour rate. Management may, at its discretion, choose to pay at the higher credit/contact hour basis for independent study class.

- (d) **Summer Quarter Non-Classroom Duties** – Any part-time academic employee hired to teach during the summer who is otherwise appointed by the College as a full-time academic employee, may be offered additional hours to perform non-classroom duties commonly expected of full-time academic employees. Management will make every effort to identify non-instructional activities, which need to be accomplished during the summer, to determine the number of hours required for this work, and to offer additional hours to selected academic employees to accomplish this work. The rate of compensation for additional duties will be the professional services rate per hour.
- (e) **Rate for Distance Education Course Development** – An online class is defined as a class in which 100% of the instruction and interaction between faculty member and student is delivered online. . A hybrid class is defined as a course that displaces some, but not all face-to-face class time with web-based tools. When a part-time academic employee accepts an assignment to develop a new hybrid or online class, i.e., one that has not been taught online before, a part-time academic employee will be paid an amount equal to the applicable rate for teaching that same course according to the part-time salary schedule, unless the employee is being compensated for the course development from some other funding source (for example, Foundation Innovation Grants or other grant sources). Compensation may be available to academic employees who provide significant enhancements or improvement to an existing on-line or hybrid course, contingent upon funding availability and approval by the employee’s management supervisor.
- (f) **Learning Management Systems** – If changes to the learning management system occur a UMCC will be called to discuss the impact and identify implementation options.

## 5.00 ACADEMIC EMPLOYEES' LEAVE AND BENEFITS

### 5.10 Sick Leave

Pursuant to RCW 28.B.50.551, an academic employee may take sick leave for the following purposes:

- (1) Personal illness,
- (2) Injury,
- (3) Bereavement,
- (4) medical and dental appointments,
- (5) emergencies,
- (6) approved Family and Medical Leave Act leave including family military leave,
- (7) care of family members as required by the Washington Family Care Act,
- (8) Domestic Violence Leave as required by RCW 49.76, and
- (9) Disability Leave

In addition to sick leave, academic employees may take unpaid leave for these purposes, in accordance with section 5.20.

Documentation may be required for sick leave use.

#### **(a) Calculation and Accrual of Sick Leave**

##### **(1) Full-Time Academic Employees Including Temporary and Specially Funded Academic Employees:**

- (aa)** Shall be granted and shall accrue sick leave, as follows: For the first year of full-time academic employment, the full-time academic employee shall be granted twelve days of sick leave on the first day on which work is performed. Full-time academic employees starting mid-year will be granted a prorated amount, based on the number of appointment days, on the first day on which work is performed.
- (bb)** Following the initial appointment of full-time academic employment, sick leave shall be granted, and shall be accumulated without limitation, at the rate of four (4) days per quarter not to exceed twelve (12) days per academic year. Such leave shall be granted on the first day on which work is performed for each quarter.
- (cc)** All full-time academic employees are eligible for participation in the Attendance Incentive Program under which they may receive remuneration for unused sick leave in accordance with the provisions of [RCW 28B.50.553](#).

**(dd)** Full-time academic employees shall be eligible to receive monetary compensation for accrued sick leave. In January of each year, and at no other time, an employee whose calendar year-end compensable sick leave balance exceeds sixty (60) days may choose to convert compensable sick leave days earned in the previous calendar year minus those used during the year to monetary compensation.

**(i)** No sick leave days may be converted which would reduce the calendar year-end balance below sixty (60) days.

**(ii)** Monetary compensation for converted days shall be paid at the rate of twenty-five percent (25%) and shall be based upon the academic employee's current base salary.

**(iii)** All converted days will be deducted from the academic employee's compensable sick leave balance.

## **(2) Part-Time Academic Employees: Calculation and Accrual of Sick Leave**

Part-time academic employees, including temporary and specially funded academic employees, shall be granted and shall accrue sick leave as follows:

**(aa)** In accordance with [RCW 28B.50.4893](#) part-time academic employees shall accrue sick leave on a proportional basis relative to the portion of full-time academic employee sick leave accrual attributable to in-class teaching time. Accruals will be rounded to two decimal places.

**(bb)** Part-time academic employees shall be granted their prorated sick leave for each quarter upon the first day on which their quarter assignment begins.

**(cc)** Sick leave shall accrue each quarter of active employment and may accumulate without limitation up to twelve (12) days per academic year.

**(dd)** Part-time academic employees are eligible for participation in the Attendance Incentive Program under which they may receive remuneration for unused sick leave in accordance with the provisions of [RCW 28B.50.553](#)

**(ee)** The College will maintain an individual's sick leave balance for up to 12 months following active employment. Active employment for the purposes of sick leave accrual for a part-time academic employee is being in paid status under a part-time academic employee appointment for at least one in-class teaching hour every 12 months.

**(3)** Part-time academic employee sick leave balances will revert to zero following 12 months of inactive status or separation of employment.

**(4)** Part-time academic employees who reinitiate active employment following a 12-month interim of inactivity or separation of employment will begin their sick leave accrual from zero. Previous accruals are no longer available for reinstatement.

## **(b) Usage and Reporting of Sick Leave**

### **(1) Full-Time Academic Employees: Usage and Reporting of Sick Leave**

Full-time academic employees are entitled to use sick leave as defined in Section 5.00. Full-time academic employees shall report sick leave usage in accordance with the number of contract days missed.

**(2) Part-Time Academic Employees: Usage and Reporting of Sick Leave**

Part-time academic employees are entitled to use sick leave as defined in Section 5.00 for the number of in-class teaching hours missed. Sick leave may be used only during the duration of the part-time academic employee's current part-time academic employee appointment(s) and may not be applied to periods of time during which the employee has no current part-time academic employee appointment or is otherwise not in an active teaching status.

**(c) Unused Leave Balance**

- (1)** Academic employees who separate from the College due to retirement shall be compensated for their unused compensable sick leave accumulation at the rate of one quarter (.25) of the accumulated balance. Compensation shall be based upon the employee's salary at the time of retirement and the employer shall deposit the one quarter (.25) of the total compensable balance into a VEBA Plan.
- (2)** Upon an active academic employee's death, their surviving spouse or legal domestic partner, or if there is no surviving spouse or legal domestic partner, their child or children, or if there is no child or children, their father or mother, shall be compensated in cash for their unused compensable sick leave accumulation at the rate of one quarter (.25) of the accumulated balance. Compensation shall be based upon the employee's per diem rate at the time of death.
- (3) Exclusions:** Compensation for unused sick leave shall be excluded from computations of retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.
- (4)** An employee who separates from the College for any reasons other than retirement or death is excluded from compensation for accrued sick leave.

**(d) Transferability**

**(1) Full-time Academic Employees**

Full-time Academic Employees may transfer sick leave in accordance with the leave provisions provided by RCW 28B.50.551

**(2) Part-time academic employees**

Part-time academic employees may transfer sick leave balances in accordance with RCW 28.B.50.551. For purposes of 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. If a part-time academic employee is simultaneously employed at another Washington State public community and/or technical college, the respective Colleges' negotiated agreement will apply.

### **5.11 Bereavement Leave**

Academic employees may use sick leave for bereavement purposes, as defined below, in the case of the death of the employee's spouse, legal domestic partner, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's legal domestic partner, or significant other.

In exceptional cases of the death of an individual, who, although not identified above, holds a position of one of the persons listed above, bereavement leave shall be granted.

Academic employees may use of to one week of sick leave for bereavement purposes for each occurrence of death. For purpose of this section, one week is defined as 5 days within a calendar week. The employee may request to use additional sick leave without pay.

### **5.12 Emergency Leave**

Academic employees may use accrued sick leave for emergencies. For the purpose of this section, an emergency is an event which is unavoidable, serious, important, unanticipated, beyond the control of the employee and for which preplanning is not possible. An employee taking such a leave shall, whenever possible, notify their management supervisor or the Human Resources office prior to or at the time the leave is taken, but in any event no later than two working days after initiating the leave unless there are extenuating circumstances. The employee, upon return to work, may be asked to provide the College Human Resources office with documentation to substantiate the emergency absence from work.

### **5.13 Shared Leave**

Consistent with chapter 41.04 RCW, specifically RCW 41.04.650 through RCW

41.04.685 the shared leave program permits all academic employees who accrue sick leave to participate in the College's shared leave program. The shared leave provisions and guidelines for donation and receipt are available at the Office of Financial Management. Shared leave guidelines apply to the donation and receipt of shared leave.

#### **(a) Academic employees may be eligible to receive shared leave for the following purposes:**

- (1)** The receiving employee or relative or household member for whom the employee provides care must be suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.
- (2)** The employee has been called to service in the uniformed services, is a victim of domestic violence, sexual assault or stalking, or



- (3) A state of emergency has been declared anywhere within the United States by the Federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and is volunteering with a governmental agency or a nonprofit organization to provide humanitarian relief in the devastated area.
- (aa) The employee must have depleted, or will deplete in the near future, all available sick leave, causing the College to place the employee on leave without pay or terminate his or her employment.
- (bb) The employee must be a Tacoma Community College academic employee who accrues compensable sick leave, has abided by the College's policy regarding the use of sick leave, and is not currently receiving time loss compensation or other types of State disability payments.
- (cc) The employee must have submitted a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem and expected date of return. Or, in the case of uniformed services, the employee must submit military orders. In the case of domestic violence, sexual assault, or stalking, the employee must submit documentation as identified at <http://apps.leg.wa.gov/rcw/default.aspx?cite=49.76.040>
- (dd) An employee may not receive more than 522 days of shared leave for the entire duration of state employment. For this purpose, a day is equal to 7 hours for the entire duration state employment.

**(b) Process**

Upon request for donation of shared leave, Human Resources will review the request for eligibility and the required medical documentation. HR will forward the form to the President or designee for approval/disapproval. Once approved, the Human Resources office will notify all employees of the eligible recipient's need for shared leave donations, if it is the request of the individual to notify all employees.

**(c) Academic Employees Donating Sick Leave**

- (1) An academic employee who desires to donate compensable sick leave must submit a completed Shared Leave Donation Request form for approval and forward the form to the Human Resources Department.
- (2) The donation of compensable sick leave may not cause the compensable sick leave balance to fall below 22 days or 154 hours after the transfer.
- (3) The value of the leave donated is converted to the current salary of the person receiving the leave. In other words, one hour of donated leave may cover more than or less than one hour of the recipient's salary...
- (4) Unused shared leave will be returned to each donor's compensable sick leave account on a prorated basis and at the original value only upon Human Resource's verification with a medical provider that the need for such shared leave will not be needed in the future and is ready for return to the donor.

#### **5.14 Personal Leave**

A full-time academic employee is eligible to use up to four (4) non-accumulative personal leave days per academic year commencing with the first day upon which work is performed.

A part-time academic employee on a multiple quarter appointment of three (3) quarters shall be eligible for one (1) non-accumulative personal leave day during the appointment period (not to exceed 1 per academic year). This leave is intended to be used for situations of a personal nature such as conducting personal business affairs that cannot be reasonably accommodated during evening/weekend hours.

Whenever possible and predictable, academic employees will give the appropriate management supervisor at least one (1) weeks' notice of their intention to take personal leave.

#### **5.15 Family and Medical Leave**

Full-time academic employees are entitled to take family leave for one of the following reasons:

- (a) For a serious medical condition that makes the employee unable to perform the essential functions of the job.
- (b) For the birth or adoption of a child or placement of a foster child; or
- (c) For the care of a child, spouse, legal domestic partner, legal ward, or parent who has a serious health condition.
- (d) For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or called to covered active duty status.

Upon written request to their management supervisor, full-time academic employees will be granted up to twelve (12) weeks of family/medical leave without loss of position, seniority or previously accrued benefits. The request must include reasonable documentation and meet the criteria established under the Family and Medical Leave Act.

In order to be eligible for family/medical leave, the employee must also meet the eligibility criteria under the Family and Medical Leave Act. Unless otherwise specified by the Family and Medical Leave Act, the following provisions apply.

Whenever possible, the employee shall give three (3) months' notice to his or her management supervisor of his or her intention to take family leave.

An employee may choose to use his/her accrued sick leave or take leave without pay or a combination of both for family/medical leave. The College will pay for the employer paid portion of health benefits for the first 12 weeks of family/medical leave regardless of whether the employee is using sick leave or is on leave without pay.

An employee may request additional leave beyond the first twelve (12) weeks of family/medical leave. An employee on leave without pay beyond the first twelve (12) weeks of family/medical leave may use one day of accrued sick leave per month to remain in pay status and to provide for continuation of their health benefits, up to a

maximum of three additional months. An employee on leave without pay beyond the additional three-month period may self-pay their medical benefits. The total request of additional leave plus the initial 12 weeks of family leave may not exceed one year.

Upon written request to their management supervisor, an employee may take family/medical leave on a reduced schedule, involving a combination of work and leave. The combination of work and leave involved in such a schedule shall relate directly to the employee's job assignment and be practical for both the employee and the College. An employee on a reduced schedule shall have his or her salary and appropriate benefits prorated, proportional to the amount of work involved in the schedule. The reduced schedule for family/medical leave may not exceed a one (1) year period.

The probationary period for a probationary academic employee taking family leave will be extended as provided for in RCW 28B.50.852.

#### **5.16 Jury Duty Leave**

Leave of absence with pay will be granted to all academic employees for jury duty, to serve as a witness at trials, or to exercise other required civil duties. An academic employee will be allowed to retain any compensation paid for such duties. An academic employee will inform their management supervisor when notified of a jury summons. Both parties will collaborate to minimize the instructional impact. In cases of extended service, both parties will collaborate to minimize the impact on the academic employee and the college.

#### **5.17 Domestic Violence Leave**

An academic employee who is a victim, or whose family member is a victim, of domestic violence, sexual assault, or stalking, is entitled to take reasonable leave from work. Such leave will be granted in order to seek safety, legal assistance, treatment, or for any other purpose provided for in RCW 49.76.030. An employee who is approved to be absent from work under this policy may elect to use any available personal and/or sick leave, or may take leave without pay. Academic employees may also apply for shared leave.

An employee must give advanced notice of leave to the management supervisor or Human Resources Office, unless advanced notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault, or stalking. If advanced notice cannot be given, the employee or the employee's designee must give notice no later than the end of the first day that the employee takes such leave, and make arrangements to complete/submit the appropriate leave forms and additional required leave documentation. Except for reasons listed under section 8(b) of RCW 49.76.040, the college shall maintain the confidentiality of information provided by the employee.

#### **5.18 Military Leave**

An academic employee who is called to report for active duty or participate in active training duty as a member of any of the United States armed forces or organized

reserves is entitled to a military leave of absence for up to 21 days each year, between October 1<sup>st</sup> and September 30<sup>th</sup>.

Such leave will be granted in addition to an academic employee's available personal and/or sick leave. While on military leave, an employee is entitled to receive his or her normal pay, in accordance with RCW 38.40.060.

The academic employee may elect to take unpaid leave beyond 21 days for purposes of fulfilling military active duty or active duty training, per section 5.20 (c) (4) of the negotiated contract, and may be eligible to participate in the Uniformed Service Shared Leave Pool, per RCW 43.79.500.

## **5.19 Professional Leave – Tenured Academic Employees**

5.19 does not apply to corrections academic employees.

**(a) Purpose** – The purpose of professional leaves are: To provide the tenured academic employee with an opportunity to improve, extend or renew his or her professional skills through a plan of study, research or creative work and to provide needed and useful services to the College upon the employee's return, utilizing a specified project to be completed while on the leave.

### **(b) Application for Professional Leave**

- (1)** Applications for all professional leaves must be prepared in accord with instructions developed by the Professional Leave Committee and provided by the College administration. These applications shall be submitted to the College President following consultation with the employee's management supervisor.
- (2)** Applications for professional leave must be submitted to the College President before 5:00 p.m. of the day eight weeks before the March Board of Trustees meeting. The date will be published to the academic employees during fall professional development days.
- (3)** The general plan of the proposed leave, and/or the project to be completed will be specified in the leave application and may not be substantially modified except as provided in Section 5.19(b) (8) below.
- (4)** All professional leave applications, which have been properly prepared and submitted, will be referred to the Professional Leave Committee no later than five working days after the applications are submitted to the College President.
- (5)** The Professional Leave Committee will be selected annually and will consist of four (4) academic employees, three (3) representing different instructional units and one (1) elected by the student services and library academic employees as a group, and one (1) administrator appointed by the President of the College.

- (6) The Professional Leave Committee shall keep a public and written record of its deliberations and shall provide the applicant, the College President, and the Union its written recommendations by the day two (2) weeks before the March Board of Trustees meeting.
  - (7) Both the recommendations of the Professional Leave Committee and the President shall be given to the Board for consideration.
  - (8) Final approval and granting of professional leave, or the subsequent modification of leaves previously granted, shall rest with the Board, upon recommendation of the Professional Leave Committee and the President of the College.
- (c) **Major Factors in Granting Professional Leave** -Suggested criteria for evaluating the merit of the individual applications will include, but not be limited to, needs of the College, seniority, previous leaves, and the applicant's plans and demonstrated ability to carry them out.
- (d) **Eligibility**
- (1) A full-time academic employee may be considered for professional leave for a maximum of three (3) consecutive quarters, exclusive of summer quarter, in any six-year period.
  - (2) The applicant must be tenured and must have at least three (3) years of full-time employment with the College prior to the requested leave.
  - (3) Upon return from the requested leave and before retirement, the applicant will have time to complete a period of full-time service to the College equal to the amount of leave.
  - (4) Professional leave may be granted for a period of time not to exceed three (3) consecutive quarters, exclusive of summer quarter or the fourth quarter equivalent.
- (e) **Budgeting for Professional Leaves** -The total of the professional leaves granted by management for any single academic year will be based on fiscal and programmatic considerations.
- (f) **Compensation and Benefits While on Professional Leave**
- (1) An employee on professional leave for a period greater than one (1) quarter will be compensated by the College at seventy-five percent (75%) of the normally appointed salary for the period of the leave.
  - (2) An employee on professional leave for one (1) quarter will be compensated by the College at one hundred percent (100%) of the normally appointed salary for the quarter.
  - (3) Employment benefits, including seniority, salary increments, and College contributions to medical plans, shall remain in force during professional leave.
  - (4) Acceptance of a professional leave shall not prejudice the employee's rights to be considered for other forms of leave.

**(g) Completion of Leave**

- (1)** The recipient of a professional leave, upon completion of the leave, shall agree to return directly to the College to render service of benefit to the College and commensurate with the value of the amount of leave so granted or for a full-time assignment, for a period equal to the length of the professional leave.
- (2)** In case the recipient does not return to the College, he shall refund to the College all compensation provided to the employee by the College during the leave, on terms satisfactory to the President of the College.
- (3)** The recipient of a professional leave, within 60 days of completion of the leave and return to the College, shall provide to the President of the College a written report to include the following, as appropriate: evidence of improved or extended professional skills, the status of the plan or project undertaken during the leave, the potential value of the project to the College, and the recommendations for implementing the results of the plan or project.
- (4)** Acceptance of a professional leave for completion of a specific project constitutes an agreement to complete the project. After reviewing the project and consulting members of the original Professional Leave Committee who approved it, the President of the College may recommend that the Board require the recipient of professional leave to return to the College that portion of payment proportional to the amount of the task that the board finds the recipient has not completed within the time agreed upon. In the case of illness, accident, or other occurrence, that seriously disrupts an applicant's schedule for completion of the leave; the Board of Trustees will consider an application from the affected employee for an appropriate adjustment in time and requirements for fulfillment.

**5.20 Leave Without Pay**

Upon request, the President shall grant leave without pay to full-time academic employees for family/medical, temporary disability, and government service leaves. Furthermore, the President may grant leave without pay for extended family/medical leave or for other reasons to a full-time academic employee whenever such leave does not impose a financial or instructional hardship on the College.

A tenured academic employee may also request a partial leave without pay for personal or professional reasons. Prior to being granted a partial leave without pay the employee shall submit the request in writing for approval. A tenured academic employee who is awarded a partial leave without pay will receive a proration of his or her regular full-time salary based upon the percent of a full-time assignment worked and will be entitled to the usual benefits related to salary paid and hours worked. These personal and/or professional reasons for granting leaves shall include, but not be limited to: study, research, teaching, travel, work experience, professional organizational work, or family reasons outside of the Family and Medical Leave Act.

**(a) Conditions for Leave Without Pay**

- (1)** Management shall guarantee the full-time academic employee a position upon return from family/medical, temporary disability, and government service leaves. Furthermore, management shall guarantee the employee a position upon return from other leaves without pay if, prior to granting the leave, this fact is established in writing by the College President.
- (2)** For leaves other than those specified in Item 5.20**(a)**(1) above, management shall guarantee the full-time academic employee that he/she will be reinstated at the end of the leave period if an opening exists for which he/she is qualified.
- (3)** A leave without pay shall be limited to a maximum of one (1) academic year. Management may grant an extension of the leave.
- (4)** A full-time academic employee on leave without pay may retain College fringe benefits by paying applicable contributions in full.

**(b) Application for Leave Without Pay** – Written applications shall be presented to the appropriate dean after consultation with the appropriate Chair or management supervisor. For corrections academic employees, the application shall be presented to the Corrections Education Director. Applications shall be presented as early as possible, but not less than sixty (60) working days prior to the effective date of the intended leave. Applicants will receive notification of the President's decision within 15 working days. When necessary, management will consider special applications on a shorter term than indicated above.

**(c) Types of Leave Without Pay**

- (1) Professional Leave Without Pay** – Professional reasons such as study, research, teaching, travel, work experience, or professional organization work.
- (2) Temporary Disability Leave** – Leave without pay shall be granted to full-time or tenured academic employees for a period up to one year for documented, temporary disabilities (including, but not limited to, those related to pregnancy, miscarriage, abortion, childbirth, and recovery from the above), and may be granted for additional periods upon application to the President.
- (3) Family/Medical Leave** – Upon request, leave without pay shall be granted to a full-time, academic employee for family/medical leave purposes, as defined in 5.15. Nothing in this provision shall limit the academic employee's right to use accrued sick leave per section 5.15.

A full-time academic employee who does not qualify for leave under the Family and Medical Leave Act (FMLA), but who otherwise has a situation that meets the FMLA criteria for 1) a serious medical condition that makes the employee unable to perform the essential functions of the job; 2) the birth or adoption of a child or placement of a foster child; or 3) the care of a child, spouse/ legal domestic partner, legal ward or parent who has a serious health condition, or 4) For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or called to covered active duty status, may request leave under this section. A full-time academic employee granted leave under this section and on leave without pay during the first twelve (12) weeks of qualifying leave may use one or more days of accrued sick leave per month to remain in pay status and to provide for continuation of their health insurance benefits, up to a maximum of three months.

**(4) Government Service Leave** – Leaves of absence without pay will be granted to full-time academic employees for reserve annual encampment and other active duty for training, national emergency call up of reserves, conscription or enlistment in time of national emergency. Applicable benefits shall accrue to the employee on such leave as provided by law, provided the affected academic employee indicates in writing to the President, his or her desire to return to this institution within sixty (60) days of severance from the armed services.

**(5) Military Family Leave** – An academic employee whose spouse or legal domestic partner is a deployable member of the United States armed forces or organized reserves is entitled to 15 days of unpaid leave per deployment. Leave is to be taken after the deployment notice, but before the spouse/partner leaves for deployment, or while the spouse/partner is on leave from deployment, per RCW 49.77.030.

Nothing in this provision shall limit the academic employee's right to use available personal and/or sick leave per section 5.10.

An employee who plans to take Military Family leave must provide notice to their management supervisor after receiving the deployment notice, in order to aid in instructional scheduling.

**(6) Other** – Full-time academic employees may be granted leave without pay for reasons other than the above upon making a reasonable request for such leave to management.

#### **5.21 Insurance Plans**

**(a)** Management agrees to provide to full-time academic employees all employer-paid group health, dental, and other appropriate insurance programs which are approved by the State of Washington Public Employees Benefit Board (PEBB) and funded by the Legislature, provided that these full-time academic employees meet the eligibility requirements of the PEBB.

**(b)** Management agrees to provide to part-time academic employees all employer-paid group health, dental, and other appropriate insurance programs which are approved by the State of Washington Public Employees Benefit Board (PEBB) and funded by the Legislature, provided that these part-time academic employees meet the eligibility requirements of the PEBB.

**(c)** When possible management agrees to make payroll deductions from an academic employee's salary for employee-paid insurance plans authorized by the State of Washington Public Employees Benefit Board (PEBB).

**(d)** Management shall provide information detailing eligibility criteria to academic employees for insurance benefits and shall notify each academic employee of his/her eligibility for insurance benefits upon meeting the criteria for eligibility.

#### **5.22 Worker's Compensation**

In case of accidents that occur to academic employees during working hours and/or while carrying out professional responsibilities, management agrees to maintain maximum allowable coverage under current Worker's Compensation legislation.



**5.30 Retirement Benefits**

Management will make available retirement options as provided by statute.

**5.40 Unemployment Benefits**

Management will provide, as approved by law, Washington State Unemployment Benefits.

**5.50 Parking**

Management agrees to make parking facilities available to academic employees in accord with Board approved regulations governing campus parking and traffic.

**5.60 Severance Pay**

Management agrees to provide severance pay as authorized and funded by the Washington State Legislature.

**5.70 Graduation Regalia**

Any full-time or part-time academic employee who participates in commencement will be provided with a loaned cap, gown, and hood at no cost.

Such cap, gown, and hood is purchased by the college and issued to the academic employee, the cap, gown and hood shall be replaced every ten (10) years as necessary.

In addition, the College will award to each academic employee, at the time he or she is tenured, the appropriate masters degree hood or doctoral hood.

If a tenured academic employee receives a subject-related masters or doctoral degree from an accredited college or university after receiving tenure the College will award the academic employee the appropriate masters degree hood or doctoral hood.

**5.80 In-Service Education**

Management and the Union agree that individual professional development is extremely important to the continued professional growth of academic employees, the quality of educational programs and services, and the future of the College. To promote professional development, management and the academic employees agree to work together to offer a quarterly series of professional development activities, funded by management. Management and the Union will encourage all academic employees to participate in the activities provided. PAU credits for professional development activities will be granted as outlined in 8.71.

**5.90 Employee Assistance Program for Substance Abuse, Personal, Financial, Family and Other Issues**

Academic employees may seek employee assistance services through the Human Resources Department of the College or the employee assistance program contracted by the College to provide such services. Assistance provided by the Human Resources Department will be restricted to referrals to service/counseling agencies in the community. The request for assistance will be kept confidential and shall not be used as a basis for disciplinary action.

## **6.00 ACADEMIC YEAR AND LOAD**

### **6.10 Academic Year**

The academic year for all full-time academic employees shall be 176 days, consisting of three (3) instructional quarters (fall, winter, and spring) plus non-instructional days as defined below.

For corrections academic employees, the academic year shall be 211 days, consisting of four (4) instructional quarters (summer, fall, winter, and spring) plus non-instructional days as defined below.

### **6.11 Full-Time Academic Employee Academic Year Appointment**

Each full-time academic employee appointment shall be for a period of 176 days of the academic year.

Each corrections full-time academic employee appointment shall be for a period of 211 days of the academic year.

### **6.12 Academic Year Definitions**

**(a)** Fall, winter, and spring quarters shall each consist of no more than 51 days and shall typically be scheduled Monday through Friday. Each quarter, an additional four (4) days shall be scheduled for final exams. Pre-instructional days shall not start earlier than September 14, with spring quarter ending not later than June 18. There will be a minimum of five (5) working days between quarters.

For corrections academic employees: summer, fall, winter, and spring quarters shall consist of no more than 52 days and shall typically be scheduled five (5) days per week, Monday through Friday. Included in each quarter, one day each shall be scheduled for preparation and grading. There will be a minimum of five (5) working days between quarters.

**(b)** Non-instructional days shall be utilized for such activities as advising continuing students, course preparation, professional development, workshops, minor curriculum revision and/or minor program development, division/faculty meetings, new academic employee orientation and other tasks assigned by the appropriate management supervisor. These non-instructional days, except for advising days, will typically be scheduled immediately prior to and/or following each instructional quarter, as follows:

**(1)** Three (3) days for advising continuing students as set forth in 6.22(g).

**(2)** Five (5) days for division/academic employee meetings, new academic employee orientation, in-service education, professional development activities, workshops, and minor curriculum revision and/or minor program development. Three of these days are normally scheduled prior to the start of fall quarter.

- (3) Remaining non-instructional days to grade final exams, calculate course grades, review course evaluations, complete course preparation, pursue individual, professional development activities, and perform other job responsibilities identified in 6.22. The individual's immediate supervisor shall be informed of the work arrangements (i.e., site, time, activity, etc.) for these days.

**For corrections academic employees:**

- (1) Six (6) days for division/corrections academic employee meetings, new corrections academic employee orientation, in-service education, professional development activities, workshops, and minor curriculum revision and/or minor program development.
- (2) Remaining non-instructional days to grade final exams, calculate course grades, review course evaluations, complete course preparation, pursue individual and professional development activities, and perform other job responsibilities identified in 6.22. The individual's immediate supervisor shall be informed of the work arrangements (i.e., site, time, activity, etc.) for these days.

**6.13 Academic Calendar Year Definition**

The academic calendar year shall consist of the academic year plus a fourth, or summer, quarter. Summer quarter shall consist of no more than 32 days (exceptions may be made to meet program requirements) and shall typically be scheduled four (4) days per week, Monday through Thursday. Courses offered during the summer quarter shall typically include an equivalent number of instructional contact hours as the same courses when offered during the fall, winter, or spring quarters.

For corrections academic employees: The academic calendar year shall consist of the summer, fall, and winter quarters. Each quarter shall consist of no more than 52 days and shall typically be scheduled five (5) days per week, Monday through Friday. Included in each quarter, one day each shall be scheduled for preparation and grading. There will be a minimum of five (5) working days between quarters.

**6.14 Alternatives to Academic Year Appointments**

6.14 does not apply to corrections academic employees.

- (a) The following alternatives to the definitions of an academic year appointment and daily work span (Sections 6.12 and 6.21) may be implemented either by mutual agreement between the full-time academic employee and the appropriate management supervisor or through management assignment of a full-time academic employee where there is a lack of necessary work within the periods of time specified in Sections 6.12 and 8.70. In either case, the employee shall be informed in writing of his or her right to Union representation prior to any action taken. The Union will be informed in writing of management's intention to exercise this option along with supporting evidence as to the necessity of this action. The Union will be informed in sufficient time to allow a discussion to take place should the Union not fully understand the evidence related to the action.

- (1) Arrangements may be made to substitute alternate days for an equal number from the academic year as defined in 6.12.
- (2) A summer quarter of full-time employment may be substituted for a fall, winter, or spring quarter.
- (3) Arrangements may be made for full-time employment for a specific task and for a specific number of days that may differ from the academic year.
- (4) The employee may be assigned a class with an alternate schedule involving fewer days per week, more hours per class session, and/or days not included in the definitions of fall, winter, spring, or summer quarters defined in 6.12. In such cases, the total number of instructional contact hours for the course shall be maintained and the instructional load requirements shall remain the same.
- (5) An employee's workweek may be extended beyond five (5) days.
- (6) An employee's daily work span may be extended beyond seven (7) hours.
- (b) The Union will receive a copy of any memorandum of agreement or assignment between a full-time academic employee and his management supervisor under this Section (6.14) within 10 working days of the signing of such an agreement.
- (c) In those cases where an alternative to academic year assignments is made by management, the following provisions shall apply:
  - (1) There shall be a lack of necessary work within the periods of time specified in Sections 6.12 and 6.21 of this agreement.
  - (2) The appropriate management supervisor shall consult with the members of the department or program affected.
  - (3) Alternate schedules shall be rotated through the program or department inasmuch as it is possible.
  - (4) Management will make every effort to avoid assigning an individual employee more than one alternative to the standard work assignment in any one year.

### **6.15 Suspended Operations**

If the President finds it is necessary to suspend College operations because of emergency conditions, the President may, after consultation with the Union President, extend the class schedule to regain the days lost by the emergency. Except in cases of extreme exigency, the College President shall allow the Union five (5) working days to consult with the academic employees before rendering his or her decision on extension of classes. Emergency conditions include, but are not limited to, severe weather, riot, civil disturbance, loss of power, and loss of heat.

For Corrections Facilities: Any disruption to operations or educational programs will be handled in accordance with the terms of the SBCTC/DOC contract, campus policy, or institutional procedures.

### **6.20 Load**

## 6.21 Definitions

- (a) **Work Week** – The normal workweek for full-time academic employees shall be 35 hours spent on College services as assigned.
- (b) **Daily Work Span** – The daily work span for full-time academic employees shall not exceed seven (7) hours. By mutual agreement between the appropriate dean and the employee, arrangements may be made for a longer daily work span.
- (c) **Instructional Contact Hour** – An instructional contact hour is defined as 50 minutes during which an academic employee meets with a group of students to engage in the following teaching/learning activities:
  - (1) Lecture and/or discussion instruction, or
  - (2) Laboratory, clinical, physical education (activity classes) or studio instruction.
- (d) **Other Instructional Activities** – Instructional activities without preparation or grading responsibilities. These activities involve professional counseling services, library services involving contact with students, and self-paced instruction, laboratory and clinical supervision that do not involve preparation or assignment of grades. Other instructional activities do not apply to corrections academic employees.
- (e) **Non-Instructional Activities** – Services in this category include program coordination, research and development, meetings and symposia, student services (other than counseling), and library services that do not involve contact with students.
- (f) **New Preparation** – Any new course that a full-time academic employee has never taught before as reflected by course number, name, and content. The course will be considered new if significant changes have been made to an existing class such that it would be considered a new course as determined by the instructional administrator.

## 6.22 Job Responsibilities

(a) **Full-Time Instructional Academic Employees** – A full-time instructional academic employee is a full-time academic employee whose primary professional responsibilities involve performing an instructional assignment. This assignment includes all of those activities that are necessary to complete this process. Activities which are an integral part of the instructional academic employee's work load include the following: advising and counseling of students; committee work; preparation of teaching/learning activities; reading and grading of papers and tests; minor curriculum revision and course development; keeping abreast of literature within the area of competence; attendance at department, division and general faculty meetings (department meetings generally limited to ten (10) hours, except that if extenuating circumstances exist, an additional five (5) hours per quarter may be utilized); participating in program review and accreditation; participating in institutional effectiveness, instructional assessment and College accreditation activities; and helping students with class-related questions and other instructional-related activities. Tenured academic employees also serve as mentors for probationary academic employees, provide leadership in College strategic planning and curriculum development, serve on tenure committees, and may serve as Chair. Academic employees are also encouraged to participate in College recognized and related collaborative community activities and initiatives which provide public relations benefits for the College.

All full-time instructional academic employees shall have a schedule that includes a minimum of 25 of the 35-hour workweek at their designated work site or sites. The appropriate management supervisor can agree to and document alternative worksites.

Full-time instructional academic employees shall be available to confer with students in their office or at a designated work site for a minimum of five (5) hours per week. These office hours should be at the designated worksite or online in proportion to any online classes in the teaching assignment for the quarter. This schedule will be made readily available to students. The appropriate management supervisor can agree to and document alternative worksites. Corrections academic employees do not have office hours.

(b) **Chair** – The additional duties of a Chair may vary and will be determined by management. Management will maintain a general description of these duties in the Administrative Manual. All full-time academic employees will be notified whenever changes are made to the description in the Administrative Manual. Each Chair will be provided with a copy of the description each fall quarter.

(c) **Full-Time Learning Support Academic Employees** – A full-time learning support academic employee is a full-time academic employee whose spends more than 50% of his or her assignment performing instructional activities not related to credit bearing class instruction. A full-time learning support academic employee shall spend the first 30 hours of his or her 35-hour workweek performing professional responsibilities as assigned by the appropriate management supervisor, in consultation with the chair, and in accord with the needs of the College.

**(d) Committee Assignments** – Each full-time academic employee shall be required to serve on one College recognized committee, board or council of the College. No full-time academic employee shall be required to serve concurrently on more than one committee, board, or council of the College. If an employee is serving on a recognized Union committee, this requirement is satisfied. Recognized Union committees include the following: (1) the Union-Management Committee, (2) the Negotiations Committee, and (3) the Union Executive Committee.

**(e) Distribution of Advisees** – The college recognizes the value that faculty provide for students through academic advising and career planning. Full-time academic employees shall advise students in their teaching discipline, in their area of academic or vocational expertise or interest, or in a related area. Insofar as possible, all full-time academic employees shall have an equal number of advisees. Exceptions to the distribution and/or assignment of advisees may be made by the coordinator of advising with the consent of the full-time academic employee. The Union President and management supervisor shall receive a report detailing the distribution of advisees on a quarterly basis.

In some cases, faculty expertise, the type of advising, and the needs of the college may create an advising workload that is significantly higher than the norm. In these cases, the faculty member may work with his/her management supervisor to determine appropriate PAU allocation to recognize this additional activity as detailed in section 8.71**(b)** 12.

**(f) Educational Planning and Advising Responsibilities** – One day each quarter shall be designated as a non-instructional educational planning and advising day. Academic employees are encouraged to advise students on educational planning throughout the academic year as well as on this educational planning and advising day. This day may also be used to offer faculty and students other activities related to educational planning and advising. Faculty or administration may schedule other activities or meetings on this date related to college business; however, faculty interaction with students related to advising shall have priority over any other activities.

## **6.23 Instructional Load for Full-Time Academic Employees**

**(a) Full-Time Instructional Contact Hours** – An instructional load for full-time academic employees shall be an annual average of 15 instructional contact hours per week. A quarterly load greater than 19 instructional contact hours per week may only be assigned with the permission of the academic employee. On-line or hybrid courses/labs shall be considered to have the same contact hours as person-to-person contact hours in the classroom or other traditional means.

If an academic employee's annual average instructional contact hour load is greater than 15 contact hours per week, the employee will be compensated for the additional contact hours as a moonlight, as discussed in section 4.80 (d).

This additional load compensation will be issued during the quarter that the moonlight occurs.



- (b) **Instructional Contact Hours for Full-Time Learning Support Academic Employees** – Section 6.22(d) states that full-time learning support academic employees, such as counselors and librarians, will spend more than 50% of their assignment performing learning support activities not directly related to classroom instruction. Therefore, the maximum annual average classroom contact hour instructional load for such academic employees shall be less than 50% of the load of a full-time instructional academic employee (i.e. max of 7.5 contact hours per week). The maximum quarterly instructional load shall be 9 contact hours per week. Since learning support academic employees may have significantly more than 50% of their load as learning support activities, no target load is stated, and instructional loads significantly less than the maximums may be assigned.
- (c) **Cooperative Education or Independent Study** – Individual assignments involving cooperative education and/or independent study shall be based on 375 student credit hours as equivalent to a full quarterly load.
- (d) **Preparation** – Typically, a full-time academic employee shall not be assigned more than two different five (5) credit courses as reflected by course number, during any one (1) quarter.
- (e) **New Preparation** – Typically, a tenured academic employee shall not be assigned more than four new preparations during any one academic year appointment. Exceptions may be granted at the request of the employee.
- (f) **New Online Distance Education Class Development** – An online class is defined as a class in which 100% of the instruction and interaction between faculty member and student is delivered online. A hybrid class is defined as a course that displaces some, but not all face-to-face class time with web-based tools. When a full-time academic employee accepts an assignment to develop a new hybrid or online class, i.e. one which has not been taught online before, the employee may choose to receive release time for one quarter equal to the instructional load of the new online class, or receive compensation in accordance with the part-time salary schedule, as described in 4.81 (f) A full-time academic employee shall not receive both release time and compensation, regardless of funding source. Compensation may be available to academic employees who provide significant enhancements or improvements to an existing online or hybrid course, contingent upon funding availability and approval by the employee's management supervisor.
- (g) **Learning Management Systems** – If changes to the learning management system occur a UMCC will be called to discuss the impact and identify implementation options.
- (h) **Full-Time Corrections Academic Employees** An instructional load for full-time corrections academic employees shall be an annual average of 25 instructional contact hours per week for each instructional quarter based on the contracted SFTE allocation requirements.

## 6.24 Instructional Load for Part-Time Academic Employees

- (a) **Part-Time Instructional Contact Hours** – The academic year instructional load of a part-time academic employee will not exceed a total of 40 credits or 42 contact hours per academic year.
- (b) **Non-Instructional Assignments** – Non-instructional assignments such as curriculum development, advising, special projects, and related non-instructional activities shall not be limited and shall not count toward instructional load limits for a part-time academic employee. These assignments will be paid at the professional hourly rate.
- (1) **Professional Development Days**. Part-time academic employees may utilize annual Professional Development Days for professional development, training, week zero preparation, and academic year division/department meetings and may earn up to 35 hours of paid time, based on the 7-hour academic day. Hours will be credited as actual time documented by employee sign in and advance notice based on the 7-hour academic workday to a max of 35 hours paid at the professional services rate. Time allocated for compulsory training will occur on PDDs unless otherwise suggested by the Dean.
- (c) **Assignments Between Quarters** – Additional appointment assignments may be made between summer, fall, winter, and spring quarters. Load limits for credit class instruction for these between quarter assignments shall apply to the between quarter period. Assignments related to credit class instruction will not be applied to the load limits for the academic quarter before or after the between quarter period to which the class is officially assigned. Assignments unrelated to credit class instruction will not be applied to the load limits for any quarter or any between quarter periods.
- (d) **Part-Time Corrections Academic Employee** – Pursuant to the definition of part-time corrections academic employees, a part-time corrections academic employee shall normally be limited to 17 instructional contact hours per week for each instructional quarter. The College may increase the load of a part-time corrections academic employee to 19 instructional hours per week for not more than one quarter during the academic year.

## 6.25 Combined Instructional and Non-Instructional Load

A full-time academic employee may be assigned a load involving both instructional and non-instructional activities. In such cases, the total workload shall be prorated between instructional and non-instructional time. The proration shall be based on the load restrictions for each activity assigned.

## 6.30 Discontinuance of Small Classes

6.30 does not apply to corrections academic employees.

The College will monitor enrollment in classes throughout registration in order to identify class sections, which may have to be canceled due to low enrollment. The justification for discontinuing any credit class which has an actual enrollment of less than 15 students one week or less prior to the start date of the quarter will be reviewed by the program administrator and the department or program chair, if available. The intent of the review

includes budgetary considerations, impact to students if the section is canceled, as well as the program of studies and other factors. Whenever possible, the review will include the academic employee who has been assigned the class. No credit class shall be discontinued without such a review.

**6.40 Class Size**

Academic employees' class sizes will not be indiscriminately changed or amended; nor will class sizes be changed or amended without taking under advisement the opinion of the appropriate department or program faculty. The Union will be informed of any changes in established class sizes on a quarterly basis.

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## 7.00 CALENDAR

### 7.10 Calendar Development

- (a) Management and the Union will work together to develop the annual academic calendar. During the month of October and two (2) years prior to the academic calendar under consideration, a task force convened by the Executive Vice President for Academic and Student Affairs will be formed. It will be comprised of six (6) members, three (3) of whom are academic employees appointed by the TCCFT, and three (3) of whom are appointed by management. The task force will discuss issues related to academic calendar development and will prepare a calendar for review by the President. The academic calendar draft shall specify the following dates for each quarter: (1) beginning and ending dates, (2) final examination dates, (3) advising dates, (4) non-instructional dates, and (5) holidays. The beginning and ending dates and the dates available for continuing student advising shall be consistent with the terms of Article 6.00 of this agreement concerning academic year and instructional load and, whenever possible, the expressed interest of the Union.
- (b) The academic calendar draft will be submitted to the President for review and approval.
- (c) The finalized academic calendar will be presented by the President to the Board of Trustees, who will take final action.

#### **For Corrections Employees:**

- (a) Management and the Union will work together to develop the annual academic calendar. During the month of October and one (1) year prior to the academic calendar under consideration, a task force convened by the Education Director will be formed. It will be comprised of one full-time corrections academic employee and one office staff. The task force will discuss issues related to academic calendar and will prepare two calendar drafts for consideration that shall specify the following dates for each quarter: (1) beginning and ending dates, (2) non-instructional dates, and (3) holidays. The beginning and ending dates shall be consistent with the terms of the educational contract, the terms of Article 6.00 of this agreement concerning academic year and instructional load and, whenever possible, the expressed interest of the Union. The two drafts will be submitted to the faculty for review and approval of one calendar.
- (b) The academic calendar will be submitted to the corrections Education Director for review and final approval, who will take final action.

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## **8.00 ACADEMIC EMPLOYEE PERSONNEL PRACTICES**

### **8.10 Academic Freedom**

The Board recognizes the right and responsibility of the academic employee to insist that students be free to learn and academic employees free to teach broad areas of knowledge, including those that may be considered controversial. Academic freedom implies not only freedom of discussion in the classroom, but also the absence of unusual restriction upon the academic employee method of instruction and testing, provided that they are consistent with the academic employee's assignment. Every academic employee is presumed competent and responsible until specific evidence is brought forward to the contrary. No suspicion concerning either the judgment or the goodwill of the academic employee should find any place in our administrative regulations or customary procedures. The rights guaranteed to all citizens under the Constitution of the United States of America in regard to freedom of speech shall not otherwise be limited or diminished by reason of a person's employment by the College. Whenever any group or individual brings charges against an academic employee concerning that employee's freedom to teach, the employee may request that the Board of Trustees grant, without charge to the academic employee, the necessary and sufficient leave, legal assistance, and other support for the protection of that individual's academic freedom. The Board of Trustees shall grant such a request if provided by State law (RCW 4.92.060 and RCW 4.92.070).

### **8.20 Personnel Records (Content)**

- (a)** The only information placed in the academic employee's file will be that which relates to rendering of professional services and the performance thereof. No anecdotal records or other non-official information shall be placed in the personnel file of an academic employee.
- (b)** In the case of new academic employees, all confidential or privileged material (i.e., reference checks) will be maintained in a separate file in accordance with record retention schedules once the academic employee has signed an employment agreement.
- (c)** All written charges or complaints of any type against an academic employee that are received by management will be investigated by the appropriate management supervisor. For corrections academic employees, DOC may also be included in the investigation. When charges or complaints against an employee are found to have possible personnel significance, the affected employee shall be notified. Only substantiated complaints, signed by the person filing the complaints, may be placed in the employee's file and only as an attachment to an official action. If the academic employee chooses, his or her representative may be present at all proceedings on the charges or complaints. In the case of DOC investigation, the opportunity for representation may be limited at DOC discretion or by DOC policy or regulation.

### **8.30 Personnel Records (Maintenance and Inspection)**

- (a) Master personnel records for all academic employees, including the record of accrued sick leave and Sick Leave Bank records, shall be maintained at one place on campus, to be determined by the President of the College. Copies of pertinent factual materials (i.e., original application form, credits earned, etc.) may also be kept in the office of the President of the College or his/her designee. No other academic employee personnel files will be kept in any other location.
- (b) During regular working hours and by appointment, an academic employee shall have the right to review the entire contents of his or her personnel file(s). A conference with the President of the College may be arranged at the discretion of the academic employee. In the processing of a grievance, an academic employee may authorize in writing the inspection of his or her personnel file by a representative of his or her choice.
- (c) Confidentiality of academic employee personnel records shall be maintained at all times. Information contained in any academic employee's personnel record shall not be released to other persons, except as authorized in writing by that academic employee or as required by law. Confidentiality of academic employee records shall not prohibit administrators' use of employee records for the purpose of exercising management's rights and responsibilities.

### **8.40 Selection of Academic Employees**

It is the intention of the Board of Trustees that academic employees be selected on the basis of their qualifications, through a process which assures accountability to the College for services rendered and which conforms to adopted equal opportunity employment and affirmative action policies. Academic employees shall have the opportunity to be involved in the selection process of new full-time or part-time academic employees in their appropriate departments or programs, as described below.

The following provisions shall apply to the selection of new academic employees or to the reassignment of any present academic employee.

### **8.41 Full-Time Academic Employees**

The following provisions shall apply to the selection of new full-time academic employees or to the reassignment of any present full-time academic employee. Although not required, these provisions may also be applied to the selection of a temporary or specially funded academic employee hired for less than one academic year period.



- (a) Whenever a position is to be filled, a job description and employee qualifications shall be developed by the appropriate department, program, or advisory group, in conjunction with the management supervisor for recommendation to the Executive Vice President for Academic and Student Affairs.
- (b) Except under unusual circumstances, a new position shall be formally announced or advertised at least thirty (30) calendar days prior to the date on which the position is to be filled.
- (c) The management supervisor shall appoint a screening committee from the appropriate department, program, or advisory group, and shall supervise the screening and recommendation process. The screening committee shall review all applications, conduct interviews, and recommend to the Executive Vice President for Academic and Student Affairs in terms of qualifications those candidates who the selection committee determines are best qualified for the position. The screening committee shall submit to the Executive Vice President for Academic and Student Affairs a written recommendation that lists the strengths and weaknesses of those candidates who the screening committee determines are best qualified for and are acceptable to fill the position. The Executive Vice President for Academic and Student Affairs shall review the qualifications of the candidates recommended by the committee and forward the committee's recommendation along with his or her recommendation to the President of the College for final selection.
- (d) In the event that the President does not select from among the recommended candidates, the process shall be repeated.
- (e) The job description under which the employee is hired will be referred to his or her tenure committee for its consideration in developing review procedures. For corrections academic employees review procedures for tenure do not apply.

#### **8.42 Part-Time Academic Employees**

Part-time academic employees will be hired by the management supervisor granted hiring authority by the college. When such positions will be advertised or publicly listed, a job description will be developed in consultation with the department or program chair (if an appropriate chair exists). The management supervisor or chair will review appropriate applications. Interviews may be conducted if necessary or appropriate. The management supervisor will consult with the faculty department or program chair when such chair is available prior to making final hiring decisions.

For part-time corrections academic employees: Whenever a part-time corrections academic position is to be filled, job criteria will be developed utilizing job descriptions whenever applicable. The management supervisor will review all applications and may interview those applicants who appear to be qualified for the position. The management supervisor will forward the hiring recommendations to the supervising dean for final approval.

#### **8.43 Multiple Quarter Appointments (MQA)**

Multiple quarter appointments (MQA) may be offered to part-time academic employees, including Credit Basic Skills, Library, and Counseling faculty, in those departments

where part-time academic employees are hired on a regular basis and where the instructional administrator determines there is reasonable assurance that classes will be offered in designated quarters. A part-time academic employee qualified to teach in those areas may be offered an appointment for up to 3 quarters, excluding summer, each academic year.

Management will make a good faith effort to issue MQA to 30%-50% of eligible part-time academic employees. To assist in attaining the target, MQA will be reviewed annually in March at a Union-Management Committee meeting. The annual review will include but not limited to the percentage of MQA issued and actual courses taught by each academic employee.

#### **8.44 Substitute for Academic Employees**

When qualified substitutes are available, a substitute for an academic employee will be hired when deemed necessary by management, but always, when possible, when the academic employee will be absent for a period of time exceeding one (1) calendar week. Substitutes will be paid at an appropriate rate dependent upon load.

#### **8.50 Selection of Chairs**

8.50 does not apply to corrections academic employees or Professional/Technical Programs.

During the month of May, the appropriate Dean will organize a process to elect a chair for the upcoming academic year (per 0.20 (3)). All tenured academic employees will have the opportunity to nominate or express their interest in the position. The tenured academic employees who are nominated or express interest in the position will be submitted for election by a majority vote of the tenured academic employees within the organizational unit. If no candidate has a majority in the initial election, the candidate with the lowest votes will be dropped from the ballot and a new election will be held. This process may be repeated until a majority candidate is elected. The management supervisor may cast a tie-breaking vote, if necessary. Results of the election will be reported to the Union and College President no later than June 1<sup>st</sup>.

If no chair has been communicated to the President by August 15, the President may appoint a chair from among the tenured academic employees of the affected organizational unit in the interest of reaching agreement regarding a chair. The appointment will be communicated to the Union. No academic employee will be compelled to serve as chair.

## **8.60 Intellectual Property**

- (a)** In order to foster free and creative expression and exchange of ideas, the College recognizes the right of faculty members to exercise individual initiative in creating materials that are protected under federal copyright statutes. This Section works to balance the faculty members' interests and ownership rights in intellectual property and copyrightable materials while recognizing the College's role in supporting faculty in the creation of materials and also complying with the Ethics in Public Service Act. For purposes of this section, intellectual property is defined as any material, process, or invention created by an academic employee.
- (b)** An employee who creates intellectual property, including instructional materials, has primary claim to ownership of that property and has the right to use and license that property.
- (c)** In those instances in which intellectual property is created by an employee with College or state support beyond that allowed by state law, the ownership of the intellectual property and provision for any residuals shall vest in both the College and individual(s) who created that property who may modify or utilize it at will, unless designated by written agreement between the parties entered into prior to the production.
- (d)** Intellectual property owned solely by the employee while employed at TCC may be published through College resources in the same form and attributed to the owner as long as the content has not become outdated or inaccurate.
- (e)** Third parties may license or purchase intellectual properties created by an employee only from the owner(s) of that property, namely the employee, the College, or the employee and the College jointly.
- (f)** If two or more employees collaborate in creating intellectual property at the direction or provision of the College, intellectual property shall vest between all employees and the College, absent a written agreement.
- (g)** A written agreement to clarify or modify ownership of intellectual property may be initiated, on a case-by-case basis, at the request of either party, individual faculty member(s) or the College.

## **8.70 Professional Development Program Content**

Management and the Union agree that individual professional development is extremely important to the continued professional growth of academic employees, the quality of educational programs and services, and the future of the College. To this end, academic employees are encouraged to participate in activities that will promote professional growth, maintain the quality of educational offerings, and enhance the individual's contribution to the general welfare of the College. In keeping with high professional standing, each full-time academic employee is required to develop and review individually with his or her immediate supervisor a personalized professional growth plan which (1) relates to his or her present or future instructional assignment and professional interests, and (2) supports College goals and objectives. This plan should be a part of the self-evaluation that is done during the post-tenure evaluation process as described in

13.10(b), and the joint review of the plan with the supervising administrator may coincide with the meeting specified in 13.10(b). For corrections academic employees, this plan should be a part of the self-evaluation that is done during the first three years. An academic employee is encouraged to participate in activities that he or she recognizes as beneficial to these ends.

Professional Activity Unit (PAU) credits for professional development activities will be granted as defined in 8.71. PAUs are not intended to substitute for Professional Improvement Units (PIUs) which may be required for academic employees teaching in professional/technical areas. PIUs and related requirements, recordkeeping and documentation, which may or may not duplicate PAUs, may still be required in order for the academic employee to maintain required certification. Only PAUs, as detailed below are eligible for PAU credit toward increment accrual.

### **8.71 Professional Activity Units (PAUs)**

**(a) Compensation** – Each full-time academic employee, including specially funded academic employees and excluding temporary academic employees, may receive additional compensation, i.e. increments, for professional activity as defined in sections 8.71.b.1 through 8.71.b.12. Additional compensation for professional activity completed after initial placement, shall be subject to the limitations described below in 8.71.a.1 through 8.1.a. 9.

- (1)** Additional compensation shall accrue at a maximum rate of \$1500.00 per eligible employee per year. Salaries will be adjusted commencing in fall quarter following the year of submission of the PAUs. For corrections academic employees, salaries will be adjusted commencing in summer quarter following the year of submission of the PAUs.
- (2)** If increment compensation cannot be fully funded in a given year, the unfunded compensation will be tracked so that it may be awarded in future years. In this case, an academic employee's salary may be increased by greater than \$1500.00 from one year to the next.
- (3)** The amount of compensation for increments based on earned PAUs for all eligible continuing full-time academic employees shall be equal to, in accordance with, and contingent upon SBCTC authorization and Legislative funding and will be based on the state allocation and any available turnover dollars divided by the total number of eligible employees. An eligible full-time academic employee whose position is supported by more than 51% special funding (non-operating, dollars) shall be subject to the same increment as other eligible full-time academic employees not supported by special funds.

- (4) To be counted for eligibility for additional compensation in the subsequent academic year, 1) the employee must be in a PAU eligible status; 2) PAU credits must be earned between July 1 and June 30, except as provided for new full-time academic employees; and 3) the PAU documentation must be properly submitted to the Human Resources Office by the 30th day of June of the year earned. For example, to be eligible for additional compensation applied to the 2017/2018 academic year appointment, all credits must be earned during the period of their initial appointment start date and June 30. Exceptions are subject to approval by the Union-Management Committee.
- (5) A full-time tenured academic employee who is on a temporary appointment to a status that removes the tenured academic employee from active academic status, such as a temporary appointment to a non-academic position, is eligible to continue to accrue and apply PAUs during the period of the temporary appointment, for up to 12 months.
- (6) If in any year of the agreement funding for increments is not available, management will record increments earned but not funded, in whole or in part. When funds become available, disbursement will be subject to negotiation per Section 16.20 and shall be distributed to PAU eligible employees employed with the College at the time of distribution.
- (7) If an employee has earned fewer than 5 PAUs in a year, the PAUs will be carried over and credited to the subsequent year. Any carryover PAUs not used in the subsequent year will be lost.
- (8) If an employee has earned in excess of 5 PAUs during a year, the surplus, up to 5 PAUs, may be carried over but must be used in the subsequent year. Any carryover PAUs not used in the subsequent year will be lost.
- (9) Newly hired full time academic employees are not eligible to earn PAUs for 3 years after their date of appointment. They are eligible to earn PAUs during their 4<sup>th</sup> year of appointment as a full time faculty member.
- (b) Types of PAUs** – The types of professional development activities for which PAUs are granted are defined below:
- (1) Committee Activities** –Each full-time academic employee is required to serve on one College recognized shared governance committee or council each quarter of his/her regular full-time academic appointment. No PAUs are earned for serving on the one required committee. Serving on additional committees beyond the one required committee will convert to PAUs as indicated below. Tenure committee activity converts to PAUs at the same rate as non-tenure committee activity.
- College recognized committees include any council or taskforces created by any council, or any division level committees initiated by instructional administrator in their official capacity. Employees serving as chair, officer or organizer of these activities may count this activity as a committee. Committees that have no meetings or activities during a quarter are not eligible for PAUs during any quarter of inactivity.
- Committee work performed during summer may count toward PAU credit unless compensated.

Committees that have no meetings or activities during a quarter are not eligible for PAUs during any quarter of inactivity.

1 Quarter Committee Chair Activity = 1.00 PAU

1 Quarter Committee Member Activity = .33 PAU

Screening Committee Activity for Each Full-Time Academic and Full-Time Exempt Positions (involving full recruitment) = 1.00 PAU

For Curriculum Committee

1 Quarter Committee Chair Activity = 1.33 PAU

1 Quarter Committee Co-Chair Activity = 1.33 PAU

1 Quarter Committee Member Activity = 1.00 PAU

1 Quarter Alternate Committee Member Activity = .33 PAU

**(2) Mentoring** – The mentoring of a new employee by a tenured academic employee, as prescribed by the Union-Management Committee developed mentoring program, and as assigned by the College, will be recognized and convert to PAUs as indicated below.

1 Quarter Mentor or Mentee Activity = 0.33 PAU

**(3) Student Clubs** – Serving as a designated advisor to College approved student clubs will convert to PAUs as indicated below.

1 Quarter Student Club Advisor = 1.00 PAU

**(4) Academic Credit Units** – The credits earned at accredited public or private institutions and substantiated by official transcripts or other valid documentation showing satisfactory completion, will convert to PAUs as indicated below. Graduate courses in one's teaching field or an approved course of study for an advanced degree, including credits earned in training as part of the course of study, are automatically approved for PAU credit. Undergraduate courses, including credits for training as part of a course of study, are allowed for PAU credit if justified by the full-time academic employee's specified teaching assignment and approved by the employee's dean in advance.

1 Quarter Academic Credit = 1.00 PAU

1 Semester Academic Credit = 1.50 PAU

**(5) Conferences, Workshops, and Seminars**

The documented participation in conferences, workshops, and seminars not offered by the College and related to College strategic initiatives or the faculty member's regular disciplinary professional development may convert to PAUs as indicated below. The number of PAUs earned under this category shall not exceed ten (10) PAUs in any one reporting year and shall not exceed five (5) PAUs on any one subject. Time for travel and meals is excluded.

Documentation of participation may include announcements, agendas, and/or certificates. The employee must indicate the number of hours of the activity to be

counted for PAU credits. Conferences, workshops, and seminars shall be defined as eight (8) hours for each full day of attendance. Partial days shall be prorated accordingly. For example, one-half day attendance equals 4 hours.

24 Hours of Conference, Workshop or Seminar Time = 1.00 PAU

As part of earning PAUs for conferences, workshops, and seminars related to College strategic initiatives, faculty are asked to participate in sharing and College planning around the initiative upon return.

- (6) Research and Development (R&D) Units** – The completion of documented satisfactory work of independent research and development activities in excess of the normal appointment obligations, not otherwise compensated by the College, may convert to PAUs as indicated below. The research and development category includes effort in staying current in one's discipline area, or in fulfilling College strategic initiatives. R&D may include applied research to advance teaching, learning, and technology; other College strategic initiatives; or uncompensated supervision of student research.

40 Hours of Satisfactory Research and Development Work = 1.00 PAU

As part of earning PAUs for R&D, faculty are asked to participate in sharing and scholarship around the initiative upon completion (Examples: Celebration of Learning, conference presentation, or article publication).

**(7) Community engagement around initiatives**

Uncompensated community engagement related to the College mission, subject to advance Dean approval, will convert to PAUs as indicated below. Documentation of community service activities may include daily logs of the activity.

40 Hours of Community Service Work = 1.00 PAU

- (8) In-Service Education/Activities** – Participation in in-service education programs, including seminars and workshops offered by the College, TCC book clubs, and other professional development activities, will convert to PAUs as indicated below.

12 Hours of In-Service Education/Activities = 1.00 PAU

- (9) Academic Advising and Career Planning** – Full-time academic employees are expected to advise students in their teaching discipline, in their area of academic or vocational expertise or interest, or in a related area as part of their assignment. In some cases, faculty expertise, the type of advising, and the needs of the College may create an advising work load which is significantly higher than the norm. In these cases, the faculty member may work with his or her management supervisor to determine appropriate PAU recognition for this additional activity.

The full-time academic employee will meet with his or her management supervisor at the beginning of the quarter for which PAUs may be earned. It is the fulltime academic employee's responsibility to demonstrate to the supervisor both the quantitative workload, and the qualitative value that his or her advising activities provide to the students and the College. Based on this meeting, the management supervisor may approve up to 1 PAU per quarter.

1 Quarter Additional Advising Activity = up to 1.00 PAU

**(10) Post Tenure Review** – Post Tenure Review of an academic employee will be recognized and convert to PAUs as indicated below.

Designated Peer Feedback/Observation Activity 1 quarter = 0.33 PAU.

Participation in Post Tenure Review 1 quarter = 0.33 PAU

**(11) DOC Mandatory Annual In-Service Training** – Participation in annual training mandated by the DOC will convert to PAUs as indicated below for Corrections employees.

(24 hours) of Mandatory DOC Annual Training = 1.00 PAU

**(12) Corrections Lead Liaison** – Serving as the single primary/lead contact as a corrections academic employee to provide assistance with and/or participate in negotiations activities for Corrections negotiated agreement affecting corrections academic employees shall convert to PAUs as described below:

Quarters that have no negotiations related activity are not eligible for PAU Credit.

1 Quarter WCCW Lead Liaison Activity – 1.00 PAU

### **8.73 Professional Development Program (Reporting of Credits)**

Professional Activity Units (PAUs) shall be reported as they are earned. Documentation shall be provided as specified in 8.71 and include adequate information to signify attendance, grades, or successful completion. As stated in 8.71, documentation may include but is not necessarily limited to official or unofficial transcripts, certificates, grade cards, occupational certification records, canceled checks from workshops or seminars, signed statement of employer from clinical experience, signed statement from individual in charge of field work, brief summary of research, travel or professional reading.

Documentation shall be attached to the PAU reporting form and submitted through channels to the office designated to maintain such files. Within thirty (30) days of receipt of documentation, the appropriate College authority shall review and record an employee's PAUs based on the criteria established in 8.71. A record of PAUs earned shall be maintained in the employee's personnel file and the employee shall be notified when credits are entered.



## **9.00 TENURED AND CORRECTIONS ACADEMIC EMPLOYEE SENIORITY**

### **9.10 Seniority**

Seniority is recognized as an important factor to be considered in matters relating to tenured and corrections academic employee relations practices.

### **9.20 Determination of Seniority**

- (a)** Seniority shall be based on the Board (or delegated administrative) approved date of hire as a full-time academic employee with the College or its predecessor school, excluding temporary academic and specially funded academic appointments.
- (b)** Seniority for individuals having the same dates of hire shall be determined by applying the following criteria, in descending order:
  - (1)** First date of full-time employment.
  - (2)** First date of signature on a contract/employment agreement.
  - (3)** First date of signature on a letter of intent to accept full-time employment with the College or its predecessor school.
- (c)** When occasion arises for determining seniority, the academic employee's personnel records of the College will be used for documentation.

### **9.30 Seniority List**

The College's assigned location for personnel records shall maintain an annually updated seniority list of all full-time academic employees and all exempt employees who hold status as tenured or full-time corrections academic employees. Such list will be published and circulated to all tenured or full-time corrections academic employees by November 1 of each year, and will include the layoff unit to which a tenured or full-time corrections academic employee is assigned in accordance with Article 15.11.

### **9.40 Other Factors**

In the event other factors are accorded precedence over seniority in connection with reduction-in-force, management will, upon request, state its reason(s) in writing.

- 1) Corrections academic employees will be treated as a single unit for purposes of seniority.
- 2) Seniority from non-corrections academic appointments does not apply to seniority as a full-time corrections academic employee.
- 3) Seniority applies only to lay-off and recall from a lay-off list.
- 4) Seniority may be applied only in accordance with the institutional priorities, DOC mandates, and individual qualifications that meet the qualification requirements for the position.

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## 10.00 ACADEMIC EMPLOYEE RETIREMENT

### 10.10 Retirement Incentive Programs

In accordance with state law, an employee who is interested in retiring may consider one of three programs offered by the College: **(a)** Phased Retirement, **(b)** Retirement Transition, and **(c)** Early Retirement, and **(d)** other plan mutually agreed to by the academic employee, Union, and the college.

First consideration will be given to retirement incentive applications that are submitted in writing to the College President no later than the fifteenth (15) day of October, each academic year. Applications received later than the fifteenth day of October shall be considered after processing those received by the fifteenth of October. Applications for retirement incentive programs must be for retirements occurring on June 30 of the academic year for which the application is filed. An eligible tenured academic employee who submits a request for a retirement incentive option by the due date shall be notified prior to winter quarter of the status of his/her request.

Tenured academic employee application requests will be considered and approved on the basis of seniority and consistent with the terms of the agreement. In the case of exceptional circumstances, management, in consultation with the Union President, may consider other factors. In instances where tenured academic employees who have applied for the retirement incentive option have the same seniority date, and availability of retirement incentive options is limited, management in consultation with the Union President may consider other factors.

Early Retirement incentive program requests will be approved up to two per academic year. Any unused early retirement allocations during a year will be accumulated for future use and will not expire. The maximum early retirement incentives that may be awarded in one year are two (2) for the current year and four (4) accumulated early retirement for a total of six (6).

By September 15 of each academic year, management shall provide the Union with an accounting of prior year retirement(s) approved and the number of slots available for the year.

Any retirement option entered into must be established in writing and agreed to by the employee and the College. Conditions of the agreement will be that the employee exercise an intentional, voluntary and intelligent waiver of his or her rights as a tenured academic employee in exchange for participation in a retirement program option and that the Board of Trustees give written assurances for fulfillment of the retirement contract.

#### **(a) Phased Retirement**

This option provides for reduced levels of employment following official retirement. It is available to tenured academic employees ages 55 to 70 or to those under age 55 who have accumulated at least fifteen (15) years of full-time tenured academic employee service at Tacoma Community College. The duration may continue up to a maximum five (5) years after retirement. The workload during the reduced retirement period may not exceed (1/3) per quarter of the employee's normal full time workload per quarter. During the reduced retirement period, the employees will have the same assurance of work assignment they would have as a tenured employee.

The level of compensation will be a proportion of the normal full-time salary for the position to which the employee is assigned during the phased retirement period.

**(b) Retirement Transition Option**

This option provides that a tenured academic employee with 15 or more years of full-time tenured academic employee service at TCC who retires after reaching age 62 but prior to reaching age 70 may choose either to receive income equal to full pay for a period of six months following retirement or income equal to ½ pay for 12 months following retirement. The employee's base salary at the time of retirement will be used to determine the amount of income to be received.

**(c) Early Retirement Option**

This option provides that a tenured academic employee with 15 or more years of Full-time tenured academic employee service at TCC who retires at age 55, but prior to reaching age 60, or to those under age 55 with 30 years of service, will receive an amount equal to 126% of the employee's base salary at the time of retirement to be paid in equal installments over the 3 budget years following retirement. An employee who retires after reaching age 60, but prior to reaching age 67, who has 15 or more years of full-time tenured academic employee service at TCC will receive an amount equal to 118% of the employee's base salary at the time of retirement, to be paid in proportional installments over the 3 budget years following retirement. For example, a full-time tenured academic employee who retires effective the end of fall quarter of the academic year shall be paid two-thirds of a year's payment with the remaining one-third distributed evenly over the payments for the remaining two budget years.

**(d) Other Retirement Options**

This option provides that an academic employee, Union, and management may agree to another retirement plan if the academic employee does not qualify for any of the three other options in this section.

**(e) Death of Retiree**

Upon the death of an employee participating in either **(b)** the retirement transition option or **(c)** the early retirement option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.

**(f) Benefits**

Academic employees exercising any of the options offered in this section whose teaching loads fall below half-time will not be subject to the benefits otherwise accruing to full-time academic employees.

**(g) Payment Schedule**

Payment schedules under the retirement transition option or the early retirement option must be consistent with regular payroll cycles. Employees may choose one of the following schedules:

- 1) One payment per year on the January 25<sup>th</sup> payroll
- 2) One payment per quarter on the January 25<sup>th</sup>, April 25<sup>th</sup>, July 25<sup>th</sup> and October 25<sup>th</sup> payrolls

- 3) One payment per month on the 25<sup>th</sup> payroll
- 4) Two payments per month on the 10<sup>th</sup> and 25<sup>th</sup> payroll

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## 11.00 GRIEVANCE

### 11.10 Grievance Definitions

- (a) **Grievance** – is any complaint, controversy, or dispute arising out of (1) an alleged breach of the provisions of this contract or from the application of this contract and/or an allegedly unjust management action affecting academic employees. A grievance arising from (2) may be pursued through step 4 in the grievance process.
- (b) **Grievant** – shall mean an individual academic employee, a group of employees having the same grievance, or the Union.
- (c) **Response Day** – shall mean all instructional days. This excludes non-instructional days, weekends, and legal holidays.

### 11.20 Procedure

- (a) An individual academic employee may file a grievance directly or be represented in such action by the Union. If the academic employee files a written grievance directly with management, management shall provide the Union with a copy of the grievance and the Union may be present during each step of the procedure. The decision to initiate and/or continue a grievance rests with the Union. Any group of academic employees who believe they have grounds for the same grievance must file the grievance through the Union and be represented by the Union in the grievance action. In the presentation of a grievance, the grievant shall be safe from restraint, interference, discrimination, and/or reprisal.
- (b) When a grievant has a grievance, he/she shall communicate directly with the appropriate management supervisor toward the end that most such problems can and should be resolved informally at the division or program level. If, within two (2) days, resolution of the grievance is not forthcoming, the following grievance procedure shall be available to the aggrieved.

### 11.21 Step One – Management Supervisor

- (a) Within twenty (20) response days of the time the grievant has communicated directly with the appropriate management supervisor, he/she shall submit a statement in writing to his/her management supervisor. The statement must be signed by the grievant.
- (b) The Statement of Grievance shall name any other employees involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions alleged to be violated, shall state the contention of the aggrieved employee with respect to these provisions, and shall indicate the specific relief requested.

- (c) Within six (6) response days after receiving the grievance, the management supervisor shall communicate his or her answer in writing to the grievant and to the President of the College or his/her designee.
- (d) If the Step One supervisor does not have the authority to act on the filed grievance, the Statement of Grievance shall, by direction of management and within six (6) response days, be advanced directly to the level of supervision (level Two or Three) which does have the authority to act on the grievance.

#### **11.22 Step 2 – Chief Academic Officer**

- (a) If the grievance is not resolved in Step One, the grievant may, within five (5) response days of the receipt of the management supervisor's answer, submit to his or her Chief Academic Officer a written Statement of Grievance signed by the grievant. A copy shall be given to the management supervisor and to the President of the College or his/her designee.
- (b) The grievant's Chief Academic Officer shall give the grievant a written response no later than six (6) response days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Chief Academic Officer and the grievant.

#### **11.23 Step Three – President**

- (a) Within seven (7) response days after receiving the decision (written response) from his or her Chief Academic Officer, the grievant may appeal to the President of the College or his/her designee. The appeal shall be in writing and accompanied by a copy of the decision at step two.
- (b) No later than fourteen (14) response days after receiving this appeal, the President of the College or his/her designee shall hold a hearing on the grievance. Those individuals who have participated in step two of the grievance has the right to participate in this step.
- (c) Within seven (7) response days after the hearing, the President of the College or designee shall communicate his/her decision in writing and state his/her reasons to the grievant.
- (d) The grievant may not introduce into this hearing significant new material, allegation, or remedy that was not represented in step two. The grievant may submit additional written matter, which further clarifies facts introduced at level two.

#### **11.24 Step Four – Mediation**

Within twenty (20) days after receiving the decision (written response) from the College President or designee, either party may appeal to the Washington Public Employment Relations Commission for mediation. The purpose of the mediation is to seek a settlement of the dispute in good faith and to the satisfaction of all parties.



### **11.25 Function and Powers of the Mediator**

It shall be the function of the mediator, after listening to the facts and circumstances presented by both sides, to do everything within his/her power, including meeting with the parties together and/or individually, to bring the parties to a resolution of the matter. The mediator has no power or authority to interpret the negotiated agreement or rule on any claim or complaint.

- (a)** He/she may make recommendations but shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the negotiated policies.
- (b)** He/she may make recommendations but shall have no power to establish salary structures or change any salary.
- (c)** He/she may make recommendations but shall have no power to rule on any claim or complaint for which there is another remedial procedure or course established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Law, or any negotiated tenure article.
- (d)** He/she may make recommendations but shall have no power to change any practice, policy, or rule of the Board, nor to substitute his/her judgment for that of the Board, as to the necessity of any such practice, policy, or rule.
- (e)** He/she may make recommendations but shall have no power to decide any question, which, under negotiated agreement, is within the responsibility of management to decide. In providing recommendations, the mediator shall give due regard to the responsibility of management and shall so construe such responsibilities except as they may be specifically conditioned by negotiated agreement.
- (f)** If a settlement is reached, the agreement shall be reduced to writing and shall be binding upon all parties to that agreement. The settlement shall include an agreement by the Union to withdraw the appeal.

### **11.26 Arbitration**

If no settlement is reached in step four, the grievant may request in writing that the Union submit the grievance to arbitration. It is the responsibility of the Union, not the Individual academic employee, whether or not to submit the grievance to final and binding arbitration.

- (a)** The Union President may, by written notice to the College President within fifteen (15) days of the receipt of the step four decision, inform the President that the grievance is being submitted to arbitration.
- (b)** The parties to the arbitration agree to accept the arbitrator's word as final and binding upon them.
- (c)** Upon rendering a decision, the arbitrator may retain jurisdiction until such time as the award is completed. The arbitrator shall not have any power to modify or disregard any terms and conditions of the Negotiated Agreement.

- (d) Matters subject to arbitration shall be referred to the American Arbitration Association through a joint request for a list from which an arbitrator will be selected using a striking process. Hearings and other procedural matters shall be in accordance with voluntary rules of the American Arbitration Association.
- (e) The costs for the services of the arbitrator, including per diem expenses and his or her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the College and the Union.
- (f) All matters pertaining to specific grievances shall be confidential and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance process or by any employee or official of the College. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant and the administrator's personnel file, and upon expiration of records retention requirements and the statute of limitations for the initiation of any further action, shall be destroyed with the exception of the recorded formal grievance and final adjustment thereof.
- (g) Freedom from reprisal within the law is guaranteed all individuals involved in the grievance procedure, whether as a grievant, responsible administrator, witness, representative of the Union, or otherwise. No one shall suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance procedure.

#### **11.30 Claims for Back Pay or Settlements**

- (a) All claims for back wages or other settlements shall be in accordance with terms set by the judgment.
- (b) Except in identical circumstances, each claim for back pay will be decided upon its own merits without recourse to precedents.

#### **11.40 Grievance Unresolved Prior to Contract Termination**

Any grievance begun, but not finally resolved, before the termination of this agreement shall be processed according to the procedures under which it was filed.

#### **11.50 Grievances Occurring Between Contract Agreements**

Provided that there is an agreement to extend the contract during negotiations, any grievance arising during the period between the termination date of this Negotiated Agreement and the effective date of any new negotiated agreement shall be processed according to the terms and procedures of this Negotiated Agreement.

#### **11.60 Appearance and Representation**

- (a) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be scheduled so as not to interfere with the programs and services of the College, unless there is mutual agreement for other arrangements.
- (b) Management and the grievant each assumes financial responsibility for services provided by their own representatives, witnesses, or other individuals involved in any part of any grievance consideration.
- (c) The grievant may withdraw the grievance at any level. Upon such withdrawal of the grievance by the grievant, no other individual or organization may pursue further the filed grievance as specified in the Statement of Grievance.

#### **11.70 Time Limits**

- (a) Time limits provided in these procedures may be extended by mutual agreement when signed by both parties.
- (b) If no answer has been received by the grievant within twenty (20) response days, the grievant may request and will receive a hearing with the President of the College within three (3) response days of such request and a decision within two (2) response days thereafter.
- (c) Any grievance not advanced by the grievant from one-step to the next within the time limits of that step shall be deemed resolved.

#### **11.80 Academic Employee Rights and Limitations**

- (a) The grievance procedure shall not apply to any matter on which management is without authority to act.
- (b) All data, records, and information necessary to the processing of a grievance will be made available to the principal grievant or his/her agent in a timely and expeditious manner.
- (c) Academic employee(s) shall not use the grievance procedure to dispute or appeal management's decision(s) to employ or not to employ any academic personnel for any services.
- (d) Any grievance pending resolution will not be affected by the termination of employment of the grievant(s), and the Board or any of its agents agree not to use the fact that a former academic employee is no longer an employee to influence its decision in the grievance procedure.

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## **12.00 TENURE**

12.00 does not apply to corrections academic employees.

## **12.10 Procedure Relating to the Establishment of Tenure for Probationary Academic Employees**

The Board of Trustees of the College hereby establishes the following rules on full-time academic employee tenure. This procedure applies to probationary academic employees and excludes temporary and specially funded academic employees.

## **12.11 Purpose of Tenure**

The purpose of tenure is two-fold:

- 1) To protect tenured academic employee appointment rights and tenured academic employee involvement in the establishment and protection of those rights at the College and all subsequent community Colleges hereafter established within Community College District No. 22; and
- 2) To assure that tenure is granted to probationary academic employees of such character and scholarly ability that the College, so far as its resources permit, can justifiably undertake to employ them for the rest of their academic careers.

## **12.12 Compositions of Tenure Review Committees**

- (a) A separate standing tenure review committee shall be established for each full-time probationer.
- (b) Each tenure review committee shall be composed of five (5) persons: three shall be tenured academic employee appointees selected by a majority of the tenured academic employees prior to October 15 of the probationer's first full regular academic year of employment; one shall be the probationer's division administrator/dean (or his or her management supervisor if he/she is not supervised by a dean); one shall be a student representative who shall be a full-time student and who shall be chosen by the student association of the College in such a manner as the members thereof shall determine. Each tenure review committee shall select its Chair. If the elected Chair fails to perform his or her required duties in the time period specified, management shall appoint a Chair from among the other committee members to fulfill the responsibilities. Each review committee shall meet at the call of the Chair when, in his/her discretion, the need for such meeting arises, provided that the committee shall meet with the probationer at least twice during each academic year prior to February 15. Additionally, the committee shall meet within ten (10) days after the Chair receives the probationer's written request, which states the purpose of the meeting.
- (c) If a vacancy occurs upon any tenure review committee prior to the expiration of the probationer's appointment as such, an administrative, academic or student member, as appropriate, shall be appointed to fill the vacancy pursuant to paragraph 12.12 (b) of this rule to serve for the duration of the committee's obligation.

### **12.13 Duties and Responsibilities of Tenure Review Committees**

- (a)** The general duty and responsibility of the tenure review committee shall be to assess and advise the probationer of his/her professional strengths and weaknesses and to make reasonable efforts to encourage and aid him/her to overcome his/her deficiencies.
- (b)** The first order of business for each tenure review committee shall be to establish the procedure it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto.

The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his/her appointment. In determining professional competence, the committee shall give due consideration to the criteria under which the employee was hired, as established by the probationer's department, program or advisory group. A review committee's evaluation procedures should include, as it deems necessary, the following:

- (1)** Classroom observations by members of the tenure review committee.
  - (2)** Student evaluations.
  - (3)** Assessment of the probationer's contributions to the department, program, division, and the institution by the department or program, division heads, and other full-time academic employees.
  - (4)** Self-evaluation.
- (c)** Each tenure review committee shall be required to conduct an on-going evaluation of the full-time probationer assigned thereto and render the following written reports to the President, to the probationer, and to the appointing authority on or before the designated times during each regular academic year that such appointee is on a probationary status, or as is also required, within fifteen (15) days of the President's written request.
    - (1)** A written evaluation of each full-time probationary academic employee's performance including the degree to which the probationer has overcome stated deficiencies, on or before February 15. The review committee shall obtain the appointee's written acknowledgment of receipt of the written evaluation.
    - (2)** A written recommendation regarding the employment or non-employment of the probationer for the ensuing regular academic year on or before February 15.

- (3) A written recommendation that the appointing tenure granting authority award or not award tenure, such written recommendations to be submitted during the regular academic year at times deemed appropriate by each review committee, provided that during such probationer's third regular academic year of appointment the review committee shall, prior to February 15 of such regular academic year, make a written recommendation as to the award or non-award of tenure. The failure of any review committee to make such written recommendation by February 15 of a probationer's third consecutive regular academic year shall require that the probationer's supervising dean make a written recommendation as to the award or non-award of tenure by the following February 25.
- (d) The appointing authority and/or tenure granting authority, as appropriate, shall be required to give reasonable consideration to any recommendation of a review committee and is not bound thereby.
- (e) All written evaluations and recommendations prepared and submitted by a review committee pursuant to these rules shall include the committee's findings, supportive data, and analysis.
- (f) If the probationer disagrees with the review committee's recommendation as to the award or non-award of tenure, the probationer shall be provided an opportunity to challenge the review committee's recommendations before a committee of the appointing tenure granting authority.

#### **12.14 Appointing Authority Renewal and Tenure Decisions and Notice**

- (a) As soon as possible during the academic year, but not later than one complete quarter, except summer quarter, before the expiration of the probationary academic employee's appointment, the appointing authority shall notify the probationer of the decision regarding employment or non-employment of the probationer for the ensuing academic year; except that as soon as possible, but not later than one complete quarter, except summer quarter, before the expiration of a probationer's third consecutive academic year of appointment, the appointing tenure granting authority shall notify the probationer of the decision to either grant the probationer tenure or not renew the probationer's appointment for the ensuing year.
- (b) Upon formal recommendation of the review committee and with the written consent of the probationer, the appointing authority may extend the probationer's probationary period for one, two, or three quarters, excluding summer quarter, beyond the maximum probationary period, in accordance with RCW 28B.50.850. Notice of such extension shall be made in accordance with the time limits established in (a) above.

- (c) Notice may be delivered to the probationer either personally, or by registered or certified mail, or by electronic facsimile transmission. Service of notice is considered complete when personal delivery has been accomplished; or if by mail, upon deposit in the United States mail, properly stamped and addressed to the last known address on file with the Human Resources office. Service by electronic facsimile transmission shall be regarded as complete upon confirmation of transmission by the facsimile device.
- (d) The decision of the appointing authority to not rehire a probationary academic employee for a second or third year of the probationary period or to not grant tenure is final, and the employee affected by this decision shall not have access to the Hearing Procedure Relating to Dismissal for Cause and Reduction-in-Force as provided by Article 14 and Article 15 of this Negotiated Agreement, but the employee may submit written appeal and appear, in person, at the next Board meeting following such non-renewal.

#### **12.15 Non-Tenure of Specially Funded Full-Time Academic Positions**

As per Chapter 112, Laws of 1975, 1st Extraordinary Session, those full-time academic employees funded more than fifty-one (51%) percent of their annual salaries by other than State funds are non-tenurable, per WAC 131-16-400; provided that a tenured academic employee subsequently transferred to a position financed from special funds retains tenure and who thereafter loses that position upon reduction or elimination of those special funds is entitled to retain tenure and return to his/her previous status.



## 13.00 ACADEMIC EMPLOYEE EVALUATIONS

### 13.10 Continuous Improvement Process for Tenured Academic Employee

- (a) **Intent** – The continuous improvement process for a tenured academic employee is intended to be a formal process between a tenured academic employee and his/her administrator. It provides the employee with the opportunity to share his/her professional experience with his/her administrator and to understand the administrator's perceptions of his/her performance.

The purpose of the continuous improvement process for a tenured academic employee is to strengthen the professional skills of the tenured academic employee. It is not to be used as a tool for disciplinary purposes. Should deficiencies in a tenured academic employee's performance become evident, the employee is responsible for remediation of the deficiencies and the College is expected to assist through development opportunities agreed to by both parties.

- (b) **Procedure** – Each tenured academic employee will complete an evaluation cycle once every three (3) years. During the three (3) year cycle, the employee will collaborate with his or her supervisor to plan, implement, reflect on, and document in a portfolio significant activities undertaken to increase professional learning, growth, and/or accomplishments. Portfolios can be compiled in a variety of formats, and employees are encouraged to think creatively about both their pursuit of professional learning and the most effective way to document and present their continuous improvement achievements.

The supervisor will schedule an initial meeting with the tenured academic employee during the first year of his or her post-tenure evaluation cycle to review the employee's three-year professional growth plan as described in 8.70. The evaluation cycle will be completed three (3) years after the initial meeting.

The tenured academic employee will include in the portfolio the three-year professional growth plan, as well as documentation of at least these four types:

- (1) Student feedback which may be comprised of student opinion surveys conducted by administration in one class per year for each tenured academic employee or periodic client opinions accumulated over one quarter per year for counselors and librarians.
- (2) Peer feedback, which may include classroom observation reports.
- (3) A written evaluation completed by the managing supervisor during the third year.

- (4) A self-evaluation by the employee that includes a reflection on the three (3) year professional growth plan, and that addresses areas of significant professional growth, learning, or accomplishment. Additional details regarding the above steps/items have been agreed to by the Union and the College and will be maintained in writing and provided to both the academic employee and administrators/deans engaged in this process. Any changes to these steps shall be presented to the Union-Management Committee for discussion and resolution.
- (c) **Records** – A copy of the portfolio and the evaluation will be securely maintained in the appropriate division office.

### **13.20 Part-Time and Part-time Corrections Academic Employee Evaluation**

- (a) **Intent** – Because quality teaching and learning opportunities are valued at the College as indicated in our mission statement, an evaluation process will be used to promote professional growth of part-time academic employees to ensure and improve the quality of instruction.
- (b) **Procedure** – A part-time and part-time corrections academic employee will be evaluated on an ongoing basis. A part-time and part-time corrections academic employee teaching in his/her first three quarters will be considered as a “new” part-time academic employee. A part-time and part-time corrections academic employee teaching in his/her fourth quarter and beyond will be considered a “continuing” part-time academic employee.

Multiple indices will be included in a portfolio, which will be used to provide feedback to the part-time and part-time corrections academic employee and management supervisor. All portfolios will include student opinion surveys. Student opinion surveys will be conducted by administration in one class per quarter for each new part-time and part-time corrections academic employee and in at least one class per year for continuing part-time and part-time corrections academic employees. Periodic client opinion surveys may be substituted for student opinion surveys for counselors and librarians.

The academic employee may include any information that he/she believes to be relevant; however, in addition to the surveys, the portfolios must include at least one of the following:

- (1) A self-evaluation completed at the end of the first three quarters, and once every three (3) years for continuing part-time academic employees.
- (2) Course materials including syllabi, handouts, assignments and other physical or electronic documents,
- (3) A teaching observation conducted by the management supervisor, chair, or designee.

- (4) An administrative evaluation may be completed by the management supervisor after three quarters, and once every three (3) years for a continuing part-time academic employee. The administrative evaluation may consist of, but is not limited to, a review of the portfolio discussed above.

Additional details regarding the above steps/items have been agreed to by the Union and the College and will be maintained in writing and provided to both the academic employee and administrators/deans engaged in this process. Any changes to these steps shall be presented to the Union/Management Committee for discussion and resolution.

- (c) **Records** – A copy of the portfolio and the evaluation will be securely maintained in the appropriate division office.
- (d) **Part-Time Appointments for Full-Time Academic Employees** – A full-time academic employee who accepts additional part-time teaching assignments shall not be subject to the part-time evaluation process. However, student opinion surveys may be administered in classes taught by a full-time academic employee on a part-time or moonlight basis.

### 13.30 **Evaluation Process for Temporary and Specially Funded Academic Employees**

- (a) **Intent** – Because quality teaching and learning opportunities are valued at the College as indicated in our mission statement, an evaluation process will be used to promote professional growth of academic employees to ensure and improve the quality of instruction.

Temporary and specially funded academic employees in their first three (3) years of academic employment will be evaluated under the provisions of this section. After three years of employment as a temporary or specially funded academic employee this process will no longer be used and the employee will be evaluated using the process established for tenured academic employees, as described in 13.10. The evaluation process for temporary and specially funded academic employees during the first three (3) years will involve participation by their tenured academic employee colleagues as outlined below.

- (b) **Procedure** – During the first three (3) years multiple indices will be included in a portfolio which will be used to provide feedback to the temporary or specially funded academic employee and the management supervisor. These will include:
- (1) Each year the employee will create and review with his/her management supervisor a professional development plan as described in Article 8.70.
  - (2) Student opinion surveys will be conducted in all classes taught or client opinions will be accumulated over each quarter for counselors and librarians.
  - (3) Once during the first year the employee will observe the teaching of a tenured peer colleague.
  - (4) Once during the year the employee will have a teaching observation conducted by the management supervisor, chair, or a tenured peer colleague.

- (5) At the end of each year the employee will prepare a self-evaluation addressing the areas of professional growth and the job responsibilities as defined in Article 6.00.

Additional details regarding the above steps/items have been agreed to by the Union and the College and will be maintained in writing and provided to both the academic employee and the administrator/dean engaged in this process. Any changes to these steps shall be presented to the Union-Management Committee for discussion and resolution.

- (c) **Records** – A copy of the portfolio and the evaluation will be securely maintained in the appropriate division office.

#### **13.40 Evaluation Process for Full-Time Corrections Academic Employee**

- (a) **Intent** – Because quality teaching and learning opportunities are valued at the College as indicated in our mission statement, an evaluation process will be used to promote professional growth of corrections academic employees to ensure and improve the quality of instruction.
- (b) **Procedure** – Each full-time corrections academic employee will complete an evaluation cycle during the first year of employment and every subsequent three (3) years. Multiple indices will be used to provide the academic employee with feedback and information. These will include:
- (1) During his or her first quarter, and at the beginning of each subsequent academic year, the faculty member will develop and submit a professional development plan in accordance with section 8.70 of the negotiated agreement. This should be done even if the employee is not eligible for increment salary increases or PAU accumulation.
  - (2) During the first three quarters of employment, at least one teaching observation and report will be done by the Corrections Education Director.
  - (3) A self-evaluation completed at the end of the first three quarters. The faculty member will review with the Corrections Education Director his/her self-evaluation at the end of the third quarter of full-time employment.
- (c) **Records** – All records from this process will be securely maintained in the appropriate division office.

## **14.00 DISCIPLINE AND DISMISSAL FOR CAUSE**

### **14.10 Discipline**

The discipline process may be applied to any academic employee. At no time will this section interfere with an academic employee's Academic Freedom as defined in Section 8.10.

Decisions regarding renewal or non-renewal of probationary faculty, the rehire of part-time, temporary, and special program faculty are not disciplinary in nature and not covered by this section. The outcome of a disciplinary process may be shared with a probationer's tenure committee by the management supervisor on the committee.

The College will not dismiss or reduce the compensation of any academic employee without just cause. The College agrees to follow a formal policy of progressive discipline that includes Notice of Expectation, Written Warning, Reduction in Pay, and Dismissal for Cause. The College may bypass steps if the nature of the misconduct is severe, has been the subject of prior discipline, or is significantly disruptive to the educational process. The College shall be required to justify and document the decision to bypass steps. The College will not be required to apply the progressive discipline process where the nature of the misconduct is of an extreme nature as discussed in section 14.20 (Dismissal for Cause).

When disciplining an employee, the College will make a reasonable effort to protect the privacy of the employee.

The College has the authority to conduct investigations.

The College has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 11. Notices of Expectation and Written Warnings may be processed only through Step 3 of the grievance procedure and cannot be arbitrated.

### **14.11 Informal Resolution**

It is the Union and Management's intent to resolve issues at an informal level. The management supervisor should make every attempt to resolve the issues informally before advancing the issue to the formal process.

### **14.12 Formal Disciplinary Process**

An academic employee has the right to a Union representative at any point in the formal disciplinary process. When a request for such representation is made, no action will be taken with respect to the academic employee until such representation is present. If no Union representation is requested the academic employee will sign a waiver to that effect. The role of the Union representative in regard to the College initiated investigations is to provide assistance and counsel to the academic employee and not to

interfere with the College's right to conduct the investigation. The academic employee will be given the opportunity to participate in the investigation, but must not interfere with the investigation.

**(a) Notice of Expectation**

During the issuance of a Notice of Expectation, the Management Supervisor must clearly indicate that this is the first step in the discipline procedure. A written Notice of Expectation will be provided to the Academic Employee. A copy of the Notice of Expectation will be maintained by the Management Supervisor and will not be placed in the Academic Employee's personnel file unless further steps in the discipline process require proof that such a notice was appropriately delivered.

**(b) Written Warning**

If the behavior addressed through Notice of Expectation persists, the management supervisor will provide written evidence documenting the continued behavior. This is the second step in the discipline process. The written warning along with proof that a Notice of Expectation was appropriately delivered will be placed in the employee's personnel file.

Any written warning that has been placed in the academic employee's official file will be removed from the file at the request of the academic employee at the end of 36 months during which no other discipline has been issued for the same or related infraction, except for instances of sexual harassment.

**(c) Temporary Reduction in Pay**

Prior to imposing a temporary reduction in pay, the Academic Employee has the following rights:

- (1) to be informed in writing of the reason for the contemplated discipline and an explanation of the evidence,
- (2) to be provided with copies of any written documents relied upon to take the action,
- (3) to have the opportunity to view other evidence, if any, and,
- (4) to be provided an opportunity to respond at a meeting scheduled by the College consisting of the employee, a Union representative (if desired by the employee), and management. Alternately, the academic employee may submit a written response, if he or she prefers.

When a reduction in pay is determined to be the appropriate action, the college will provide an academic employee with fifteen minimum (15) calendar days' written notice prior to the effective date of reduction in pay. The temporary reduction in pay shall not be greater than five (5) days of the academic employee's per diem salary. The temporary reduction in pay shall be taken from the next paycheck.

Reporting of reduction in pay in official employee's file (Predisciplinary letter, final disciplinary notice) will become part of the academic official employee file. Reporting of reduction in pay in the official employee's file (Pre-disciplinary letter, final disciplinary notice) will be removed from the file at the request of the academic employee at the end of 60 months during which no other discipline has been issued for the same or related infraction, except for instances of sexual harassment.

**14.20 Dismissal for Cause**

**14.21 Dismissal for Cause of a Tenured or Full-Time Academic Employee**

**14.22 Basis for Dismissal for Cause**

A tenured academic employee shall not be dismissed by the College except for sufficient cause, nor shall a full-time academic employee be dismissed prior to the written terms of his/her appointment except for sufficient cause. Sufficient cause may include, but is not limited to:

- (a) Demonstrated incompetence in his/her professional assignment.
- (b) Proven neglect of recognized duties.
- (c) Proven insubordination.
- (d) Inability to perform assigned duties.
- (e) Conviction of any unlawful act of violence.
- (f) Proven unlawful act resulting in destruction of College property.
- (g) Proven unlawful interference with the orderly conduct of the educational process.
- (h) Repeat infraction(s) which previously resulted in temporary reduction in pay per 14.12.
- (i) Proven disregard for DOC policies and regulations.

**14.23 Procedure for the Dismissal for Cause of a Tenured, Full-Time Corrections, Specially Funded, or Temporary Academic Employee**

When reason arises to question the fitness of a tenured, full-time corrections, specially funded, or temporary academic employee, the initial step shall be for the appropriate management supervisor to discuss the matter with him/her in a personal conference. Notification of the conference shall include a notice that the individual has a right to have a Union representative present. The matter may be terminated by mutual consent at this point, but if a resolution does not result, the case shall be referred to the President of the College. If the President of the College deems that the case should proceed, the dismissal process shall be governed by the following procedure:

- (a) At least seventy (70) calendar days prior to the proposed date of termination of employment, the Union and employee who is recommended for dismissal by the appointing authority shall be furnished with written notice which shall include grounds for dismissal, a statement of the legal authority and jurisdiction of the President's notice, and information of the employee's right of appeal. The notification shall be furnished directly to the employee during working hours or, if this is not possible because of the absence of the employee, it shall be mailed by certified mail to the employee's last known address.
- (b) A dismissal for cause review committee will be established. The dismissal review committee shall be comprised of the following:
  - (1) One (1) Academic Employee with subject area expertise. This Member shall be selected by a majority of the votes cast by the tenured academic employees of the appropriate division. For corrections, this member shall be the Corrections Lead Liaison.
  - (2) Two (2) Tenured Academic Employees. These Members shall be selected by a majority of the votes cast by tenured academic employees. Appointments will be for two (2) years. The election will be held every other year in October. Academic employees may be eligible for PAUs as described in Article 8.71 (b)(1).
  - (3) Two (2) Administrators appointed by the President.
 

In no case shall a member of the committee sit in judgment of her/his own case or the case of her/his spouse, legal domestic partner, or family member. The review committee shall elect its Chair.
- (c) The President shall deliver to the review committee the statement of charges provided to the employee.
- (d) Remaining steps in the procedure for dismissal for cause of a tenured or corrections academic employee are as specified in Section 14.25, Hearing Procedure Relating to Dismissal for Cause of a tenured, specially funded, temporary employee, or probationary academic employee.

#### **14.24 Procedure for the Dismissal for Cause of a Probationary Academic Employee**

When reason arises to question the fitness of a probationary academic employee, the initial step shall be for the appropriate management supervisor to discuss the matter with him/her in a personal conference. Notification of the conference shall include a notice that the individual has a right to have a Union representative present. The matter may be terminated by mutual consent at this point, but if a resolution does not result, the case shall be referred to the President of the College. If the President of the College deems that the case should proceed, the dismissal process shall be governed by the following procedure:



- (a) At least seventy (70) calendar days prior to the proposed date of termination of employment, the Union and the employee who is recommended for dismissal by the appointing authority shall be furnished with written notice which shall include grounds for dismissal, a statement of the legal authority and jurisdiction of the President's notice, and information of the employee's right of appeal. The notification shall be furnished directly to the employee during working hours or, if this is not possible because of the absence of the employee, it shall be mailed by certified mail to the employee's last known address.
- (b) A dismissal for cause review committee will be established. The dismissal review committee shall be comprised of the following:
  - (1) Three (3) Academic Employees from the tenure review committee.
  - (2) One (1) Division Administrator/Dean from the probationer's division (or his or her management supervisor if he/she is not supervised by a dean.
  - (3) One (1) Administrator appointed by the President.In no case shall a member of the committee sit in judgment of her/his own case or the case of her/his spouse, legal domestic partner or family member. The review committee shall select its Chair.
- (c) The President shall deliver to the review committee the statement of charges provided to the employee.
- (d) Remaining steps in the procedure for dismissal for cause of a probationary academic employee are as specified in Section 14.25, Hearing Procedure Relating to Dismissal for Cause of a Tenured or Probationary Academic Employee.

**14.25 Hearing Procedure Relating to Dismissal for Cause of a Tenured, Full-Time Corrections, or Probationary Academic Employee**

- (a) The required notice of dismissal for cause to the affected employee shall include notice of the right of a hearing before a review committee prior to the date of termination. The affected employee shall have ten (10) days from the date of the notice of dismissal to request a hearing. If the affected employee does not request such a hearing from the President of the College within ten (10) days, management will request a written determination from the employee as to whether he/she wishes to avail themselves of the right to a hearing. If after five (5) additional days the employee fails to respond, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing under the provision of this negotiated agreement.

- (b)** In the event the President receives a request for a hearing, all parties shall be afforded an opportunity for a hearing after not less than twenty (20) days notice. The notice shall include:

  - (1)** A statement of the time, place, and nature of the proceeding.
  - (2)** A statement of the legal authority and jurisdiction under which the hearing is to be held.
  - (3)** A reference to the particular rules of the College that are involved.
  - (4)** A short and plain statement of the matters asserted.
- (c)** Prior to the time of the hearing, the Board and the Union shall request an impartial hearing officer from the Public Employment Relations Commission to sit as non-voting member of the committee. It shall be his or her responsibility to:

  - (1)** Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearings.
  - (2)** Meet and confer with members of the dismissal review committee and advise them in regard to procedural and evidentiary issues considered during the course of the committee's deliberations.
  - (3)** Appoint a court reporter, who shall operate at the direction of the presiding officer and shall record all testimony, receive all documents and other evidence introduced during the course of hearings, and record other matters related to the hearings as directed by the presiding officer.
  - (4)** Prepare the record if requested under Section **(e)**.
- (d)** Opportunity shall be afforded all parties to be represented by counsel, to respond and present evidence and argument on all issues involved, and to examine and cross-examine witnesses.
- (e)** Oral proceedings shall be transcribed, if necessary, for the purpose of rehearing or court reviews. A copy of the record or any part thereof shall be transcribed and furnished to any party to the hearing upon request thereof and payment of the costs thereof.
- (f)** The College shall present its case first and shall have the burden of proceeding with the presentation of evidence in support of its recommendations for dismissal for cause.
- (g)** The record in a contested case shall include:

  - (1)** All documents, motions, and intermediate rulings.
  - (2)** Evidence received or considered.
  - (3)** A statement of matters officially noticed.
  - (4)** Questions and offers of proof, objections, and rulings thereon.
  - (5)** Proposed findings and exceptions.

- (6) Any decision, opinion, or report by the officer or committee Chair presiding at the hearing.
- (h) Finding of fact shall be based exclusively on the evidence and on matters officially noticed.
- (i) The authorized hearing officer may:

  - (1) Administer oaths and affirmations, examine witnesses, and receive evidence. No person shall be compelled to divulge information, which he/she would not be compelled to divulge in a court of common law.
  - (2) Issue subpoenas.
  - (3) Take or cause depositions to be taken consistent with Superior Court Rules with time lines as modified herein below. No person shall be compelled to divulge information, which he/she would not be compelled to divulge by deposition in connection with a court proceeding.
  - (4) Regulate the course of the hearing.
  - (5) Hold conferences for the settlement or simplification of the issues by consent of the parties.
- (j) Within twenty (20) days following the review hearing, the review committee shall prepare recommendations on the action they propose be taken and submit such recommendations to the appointing authority. A copy of the recommendations shall be given the employee involved and the President.
- (k) The Board shall meet within thirty (30) days after receipt of the review committee recommendations to consider those recommendations. The employee affected by the review committee recommendations may request a hearing before the Board within ten (10) days after receipt of the said recommendations.

The employee may be represented at the hearing with the Board by any legal counsel or other spokesperson of his or her choice and by a representative of the Union. If the Board considers evidence or facts other than those submitted by the Review Committee, and if such evidence may result in the dismissal of the employee, the Board will disclose such evidence to the employee, and afford him/her a reasonable amount of time (as determined by the Board) to evaluate the evidence and to respond in person, if desired, to the newly raised evidence.

Within thirty (30) days after the hearing before the Board, the appointing authority shall inform the affected employee and the Union concurrently of their decision by letter

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## **15.00 REDUCTION-IN-FORCE FOR TENURED OR FULL-TIME CORRECTIONS ACADEMIC EMPLOYEES**

### **15.10 Definition**

A reduction-in-force is a separation of a tenured or full-time corrections academic employee without prejudice for reasons that may include lack of funds and necessary curtailment of work. It may necessarily include separation due to declarations of financial emergency by the State Board for Community and Technical Colleges.

### **15.11 Lay-Off Units and Procedure for Assignment**

- (a)** A tenured or full-time corrections academic employee's assignment to a lay-off unit will be that unit within which his or her job responsibility is classified.
- (b)** For the duration of this agreement, the lay-off units and assignments thereto, as agreed to by the Union and management, and published on the TCC portal, or the most recent updated of those lay-off units and assignments thereto, shall be used as the basis for reduction-in-force. An employee may be assigned to only one lay-off unit even though he or she is teaching in more than one unit.
- (c)** The institutional seniority list, which is to be published annually by November 1st of each year under Article 9 of the Negotiated Agreement, will also include the lay-off unit to which an academic employee is currently assigned.

### **15.12 Alternatives to Reduction-In-Force**

Alternatives to reduction-in-force shall be implemented by management prior to the initiation of reduction-in-force procedures (15.20). The application of these alternatives will be handled through the appropriate division and department. A tenured academic employee will be given sections normally staffed by part-time academic employees before being offered other alternatives to reduction-in-force. Such alternatives may include, but not be limited to, those in Article 6.14. A tenured academic employee's agreement to one or any combination of the above-referenced alternatives, or any other alternative agreed to, will be submitted in writing to the College President.

### **15.13 Basis for Reduction**

If the number of full-time academic employees is to be reduced, the College President, with advice from the appropriate supervising administrators and Chair shall determine in the case of each affected department or program what courses and services are most necessary to maintain quality education and services at Tacoma Community College. In making the determination on reductions, the College President shall consider the following factors:

- (a) Budget limitations, lack of funds, change in instructional or service programs, or lack of students participating in particular programs or services.
- (b) The enrollment, the trends in enrollment, and their effect upon the department or program.
- (c) The present and anticipated service needs of the College and its students and prospective students.
- (d) Information concerning full-time academic and administrative vacancies occurring through retirement, resignation, and professional and other leave.

Before arriving at proposed reduction-in-force decisions, the President will confer with representatives of the Union and the student government regarding proposed reduction plans and will consider their opinions in the matter. In the case of reductions-in-force initiated by a declaration of financial emergency by the State Board for Community and Technical Colleges, the President will meet with representatives of the Union and the student government to exchange information with them regarding the situation.

#### **15.14 Order of Reduction**

If a reduction is determined to be necessary within a lay-off unit, the employment needs of the department or program shall be the primary basis for identifying the order of reduction-in-force. First consideration will also be given to seniority as defined in Article 9, provided that such consideration results in the retention of qualified academic employees to replace and perform the necessary duties of the personnel reduced. In determining what duties an academic employee is qualified to perform, the President will consider, but not be limited to, (a) general professional experience, (b) actual work experience in the area under consideration, and (c) educational background.

Per Article 9.40, in the event other factors are accorded precedence over seniority in connection with reduction-in-force, management will, upon request, state its reason(s) in writing.

#### **15.15 Right to Recall**

A tenured academic employee whose appointment is not renewed as a result of this reduction-in-force procedure shall have the right to recall to any academic position, either a newly created position or a vacancy, provided that the individual is determined to be qualified for such position by the President of the College following recommendations by Executive Vice President of Academic and Student Affairs, the supervising dean, and department\program Chair. Upon recall to a position within the original layoff unit, the employee shall retain the seniority position he or she held prior to separation. The right of recall shall extend three (3) years from date of separation. A tenured academic employee whose appointment is not renewed due to the reduction-in-force procedure shall keep the College Human Resources office informed of any change in address by the employee.

## **15.20 Procedure for Reduction-In-Force**

When reason arises to separate a tenured or full-time corrections academic employee as a result of reduction-in-force, the initial step shall be for the appropriate management supervisor to discuss the matter with the employee in a personal conference. Notification of the conference shall include a notice that the employee has a right to have a Union representative present. The matter may be resolved by mutual consent at this point; but if a resolution does not result, the case shall be referred to the President of the College. If the President of the College still deems a separation to be necessary, the reduction-in-force process shall be governed by the following procedure:

### **(a) Reduction-In-Force Not Pursuant to Declaration of Financial Emergency.**

- (1)** Reduction-in-Force as discussed in this section shall not occur during the duration of the affected employee's current academic year appointment.
- (2)** At least seventy (70) calendar days prior to effective date of separation of employment, the Union and the employee who is identified for separation by the appointing authority shall be furnished concurrently with written notice which shall include grounds for separation, a statement of the legal authority and jurisdiction of the President's notice, and information of the employee's right of appeal. The notification shall be furnished directly to the employee during working hours and a copy to the Union President's mailbox. If this is not possible because of the absence of the employee, it shall be mailed by certified mail to the employee's last known address.
- (3)** The President shall specify and serve written notice to the affected employee and provide copies to the Reduction-in-Force Review Committee. The notice shall include:
  - (aa)** A statement that separation is not due to the job performance of the employee and is thus without prejudice to such employee.
  - (bb)** The effective date of separation from service shall be the last day of the affected employee's current academic year appointment.
  - (cc)** Notice of the right of a hearing before a Review Committee.
  - (dd)** A statement of the legal authority and jurisdiction under which the hearing is to be held.
  - (ee)** A short and plain statement of the matters asserted, including a statement of the reasons for the reduction.
- (4)** The affected employee shall have ten (10) days from the date of the notice of separation to request a hearing. If the affected employee does not request such a hearing from the President of the College within ten (10) days, management will request a written determination from the employee as to whether he/she wishes to avail themselves of the right to a hearing. If after five (5) additional days the employee fails to respond, this failure to request a hearing shall constitute acceptance of separation and waiver of any right to a hearing under the provision of this negotiated agreement.

- (5) Hearings for all employees requesting formal hearings shall be consolidated and only one such hearing for the affected employees shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
- (6) In the event the President receives a request for a hearing, all parties shall be afforded an opportunity for a hearing after not less than twenty (20) days notice. In the case of reduction-in-force, the hearing shall not be scheduled more than forty (40) days prior to the stated ending date expressed in the employee's individual appointment (subject to hearing officer availability). The notice shall include:
  - (aa) A statement of the time, place, and nature of the proceeding.
  - (bb) A statement of the legal authority and jurisdiction under which the hearing is to be held.
  - (cc) A reference to the particular rules of the College that are involved.
  - (dd) A short and plain statement of the matters asserted.
- (7) A Reduction-in-Force Review Committee will be established as follows:
  - (aa) Three (3) Tenured Academic Employees. These Members shall be selected by a majority of the votes cast by tenured academic employees. Two alternates will also be selected. Appointments will be for two (2) years. The election will be held every other year in October. Academic employees may be eligible for PAUs as described in Article 8.7 (b) (1).
  - (bb) Two (2) Administrators appointed by the President.
    - In no case shall a member of the committee sit in judgment of her/his own case or the case of her/his spouse, legal domestic partner, or family member. The review committee shall elect its Chair.

**(b) Hearing Procedure Related to Reduction-in-Force not Pursuant to a Financial Emergency**

- (1) Prior to the time of the hearing, the Board and the Union shall request an impartial hearing officer from the Public Employment Relations Commission to sit as non-voting member of the committee. It shall be his or her responsibility to:
  - (aa) Make all rulings regarding the evidentiary and procedural issues presented during the course of the separation hearing.
  - (bb) Meet and confer with members of the Reduction-in-Force review committee and advise them in regard to procedural and evidentiary issues considered during the course of the committee's deliberations.
  - (cc) Appoint a court reporter, who shall operate at the direction of the presiding officer and shall record all testimony, receive all documents and other evidence introduced during the course of hearings, and record other matters related to the hearings as directed by the presiding officer.
- (2) Opportunity shall be afforded all parties to be represented by counsel, to respond and present evidence and argument on all issues involved, and to examine and cross-examine witnesses.



- (3)** Oral proceedings shall be transcribed for the purpose of rehearing or court reviews. A copy of the record or any part thereof shall be transcribed and furnished to any party to the hearing upon request thereof and payment of the costs thereof.
- (4)** The College shall present its case first and shall have the burden of proceeding with the presentation of evidence in support of its recommendations for reduction-in-force.
- (5)** The record in a contested case shall include:
  - (aa)** All documents, motions, and intermediate rulings
  - (bb)** Evidence received or considered.
  - (cc)** A statement of matters officially noticed.
  - (dd)** Questions and offers of proof, objections, and rulings thereon.
  - (ee)** Proposed findings and exceptions.
  - (ff)** Any decision, opinion, or report by the officer or committee Chair presiding at the hearing.
- (6)** Finding of fact shall be based exclusively on the evidence and on matters officially noticed.
- (7)** The authorized hearing officer may:
  - (aa)** Administer oaths and affirmations, examine witnesses, and receive evidence. No person shall be compelled to divulge information, which he/she would not be compelled to divulge in a court of common law.
  - (bb)** Issue subpoenas.
  - (cc)** Take or cause depositions to be taken consistent with Superior Court Rules with time lines as modified herein below. No person shall be compelled to divulge information, which he/she would not be compelled to divulge by deposition in connection with a court proceeding.
  - (dd)** Regulate the course of the hearing.
  - (ee)** Hold conferences for the settlement or simplification of the issues by consent of the parties
- (8)** Within twenty (20) days following the review hearing, the review committee shall prepare recommendations on the action they propose be taken and submit such recommendations to the appointing authority. A copy of the recommendations shall also be given to the employee.
- (9)** The Board shall meet within thirty (30) days after receipt of the review committee recommendations to consider those recommendations. The employee affected by the review committee recommendations may request a hearing before the Board within ten (10) days after receipt of the said recommendations.

The employee may be represented at the hearing with the Board by any legal counsel or other spokesperson of his or her choice and by a representative of the Union. If the Board considers evidence or facts other than those submitted by the Review Committee, and if such evidence may result in the separation of the employee, the Board will disclose such evidence to the employee, and afford

him/her a reasonable amount of time (as determined by the Board) to evaluate the evidence and to respond in person, if desired, to the newly raised evidence.

Within thirty (30) days after the hearing before the Board, the appointing authority shall inform the affected employee and the Union concurrently of their decision by letter.

**(c) Reduction-In-Force Initiated by a Declaration of Financial Emergency by the State Board for Community and Technical Colleges**

- (1)** The President shall specify and serve written notice to the affected employee and provide copies to the Reduction-in-Force Review Committee. The notice shall include:
  - (aa)** A statement that separation is not due to the job performance of the employee and is thus without prejudice to such employee.
  - (bb)** The effective date of separation from service, which shall not take place less than forty-five (45) calendar days from initial notice of lay-off.
  - (cc)** Notice of the right of a hearing before a Review Committee.
  - (dd)** A statement of the legal authority and jurisdiction under which the hearing is to be held.
  - (ee)** A short and plain statement of the matters asserted, including a statement of the reasons for the reduction.
- (2)** The affected employee shall have ten (10) calendar days from the date of the notice of separation to request a hearing. If the affected employee does not request such a hearing from the President of the College within seven (7) calendar days, management will request a written determination from the employee as to whether he/she wishes to avail himself of the right of a hearing. If after the ten (10) calendar days provided herein the employee fails to respond, this failure to request a hearing shall constitute acceptance of separation and waiver of any right to a hearing under the provision of this negotiated agreement. The effective date of separation from service shall be the date indicated in the notice of reduction-in-force regardless of the duration of any individual appointment letter.
- (3)** A Reduction-in-Force Review Committee will be established. The Review Committee shall be composed of five (5) persons. Three shall be tenured academic employee appointees selected by a majority of the votes cast by tenured academic employees and academic department heads acting in a body. One shall be an administrator selected by the College President. One shall be a student representative who shall be a full-time student chosen by the student association in such a manner as the members thereof shall determine.

**(d) Hearing Procedure Related to Reduction-In-Force Pursuant to a Financial Emergency**

- (1)** The Board of Trustees will appoint a hearing officer. The employee(s) affected may request participation in the selection of a hearing officer in the manner provided in RCW 28A.405.310(4). Where there is more than one employee affected by the Board of Trustees reduction-in-force, such employees requesting a hearing must act collectively in making such request. The cost incurred for the services and expenses of such hearing officer shall be shared equally by the College and the academic employee or academic employees requesting a hearing.
- (2)** The President will give ten (10) days written notice of the hearing to the employee(s) who has requested such a hearing. The President will also provide notice to the Review Committee and hearing officer.
- (3)** Said hearing shall be a formal hearing pursuant to RCW 28B.50.873 and shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued. It shall be conducted in accordance with procedures specified in Section 15.20 (b) except that the issues shall be limited to whether the particular employee selected is the proper one to be separated under the provisions of this agreement.
- (4)** Hearings for all employees requesting formal hearings shall be consolidated and only one such hearing for the affected employees shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
- (5)** At the formal hearing, the Review Committee may observe the formal hearing procedure and after the conclusion of the hearing offer its recommended decision for consideration by the hearing officer.
- (6)** Within ten (10) days after conclusion of the hearing, the hearing officer shall prepare findings, conclusions, and a recommended decision, which shall be forwarded to the Board for final action thereon. Any such determination by the hearing officer under this section shall not be subject to further Review Committee action.
- (7)** The Board shall meet within a reasonable time after receipt of the hearing officer's recommendations to consider those recommendations. The Board shall concurrently inform the affected employee and the Union of its decision by letter. Separation from service without prejudice after formal hearing under the provisions of this section shall become effective upon final action by the Board of Trustees.

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**16.00 CONDITIONS AND DURATION OF AGREEMENT**

**16.10 Duration**

This agreement and each of its articles is binding and effective **July 1, 2017**, and shall continue in force and effect until **June 30, 2020**, with a sixty (60) day extension if agreement has not been reached on a new contract by **June 30, 2020**. Any changes to this agreement during the life of this agreement shall be made by mutual consent of both parties.

**16.20 Opening of Negotiations**

It is provided that on or before **March 1, 2020**, management and the Union agree to meet and discuss any changes to these articles that might be proposed. The parties agree to reopen the salary provisions of this Agreement at any time that a salary adjustment appropriation from the State Board for Community and Technical Colleges is made available to the College.

**16.30 Past Practice Changes**


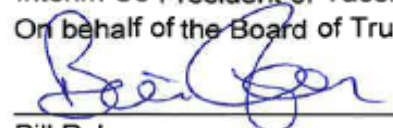

Any changes in past practices not covered by this agreement shall require mutual acceptance by the Union and management.

**16.40 College Policy**

It is agreed that all matters contained in this negotiated agreement shall also be adopted by the Board of Trustees as College policy with no termination date. Any new agreement would bring about corresponding changes in College policy.

**16.50 Terminology**

Whenever appropriate, words used herein in the masculine are not gender specific and are intended to include the feminine.

For the College:	 _____ Mary Chikwinya Interim Co-President of Tacoma Community College On behalf of the Board of Trustees, District 22	<u>6/22/17</u> Date
For the College:	 _____ Bill Ryberg Interim Co-President of Tacoma Community College On behalf of the Board of Trustees, District 22	<u>6/22/17</u> Date
For the Union:	 _____ Dr. David Howard President of TCCFT	<u>6/22/17</u> Date