

PCFA CONTRACT 2018-2021

PENINSULA COLLEGE–P.C.F.A. 2018-2021 CONTRACT

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1 **Preamble**

2 This contract, between the Board of Trustees of Peninsula College, Community
3 College District No. 1., and the Peninsula College Faculty Association, Local 3439,
4 hereinafter called the Association, affiliated with the Washington Federation of
5 Teachers (WFT) and the American Federation of Teachers (AFT), shall apply to
6 those full-time and part-time academic employees employed by the College.
7 Department of Corrections (D.O.C.) education academic employees employed under
8 the interagency agreement with the State Board for Community and Technical
9 Colleges for Corrections education are covered only by Appendix A. Appendix A is
10 not applicable to non-corrections academic employees.
11 The terms Employer, Board, or College used hereinafter shall mean the Board of
12 Trustees or its lawfully delegated representative(s).
13

1 **Article 1 – Recognition**

2 1.1 The Employer recognizes the Association as the exclusive negotiating representative
3 for all academic employees employed by the Board for the purpose of exercising all
4 rights accorded academic employee organizations by RCW Chapter 28B.52.020.

5 1.2 For the purposes of this Contract, the term "faculty member" shall be synonymous
6 with "academic employee" as defined in RCW 28B.52.020 ("...means any teacher,
7 counselor, librarian ... whether full or part-time, with the exception of the chief
8 administrative officer of, and any administrator in, each college district"). All other
9 employees are excluded from the provisions of this Contract.

10

1 **Article 2 – Compliance and Conformity to Law**

2 2.1 Employment Notice: All employment notices shall be subject to and consistent with
3 Washington State Law and the terms and conditions of this Contract. Any notice
4 hereinafter issued shall be subject to the terms of this Contract between the Board
5 and the Association. This Contract, however, shall not abrogate the rights of any
6 academic employee under the provisions of RCW 28B.52.050. If any notice contains
7 language inconsistent with this Contract, this Contract shall prevail unless Contract
8 provisions are superseded by law or legislative action.

9 2.2 Should any section of this Contract be found contrary to existing law, the remainder
10 of the Contract shall not be affected thereby. In such case, the parties shall enter
11 into immediate negotiations for the purpose of arriving at a mutually satisfactory
12 replacement of such section.

13

1 **Article 3 – Management Rights**

2 The Board of Trustees has the responsibility and authority authorized in RCW
3 28B.50.140 to manage and direct the operations and activities of Community College
4 District No. 1. The exercise of these powers, rights, authorities, duties, and
5 responsibilities by the Board and the adoption of such rules, regulations, and
6 policies as it may deem necessary shall be limited only by the specific and expressed
7 terms of this Contract.
8

1 **Article 4 – Association Rights**

2 4.1 **Exclusivity:** The rights and privileges of the Association as the exclusive collective
3 bargaining representative and those rights and privileges accorded to the
4 Association by this Contract, shall not be granted or extended to any competing
5 labor organization except as directed by the Washington Public Employment
6 Relations Commission (PERC) or applicable statute.

7 4.2 **Parking fees:** All academic employees assigned a parking space will pay an annual
8 parking fee, to be paid fall, winter, and spring quarters, to assist in supporting
9 parking lot maintenance. All parking fees will be paid by payroll deduction unless
10 other arrangements are made.

11 4.3 **Miscellaneous Deductions:** The Employer agrees to provide, upon receipt of
12 authorization from the eligible employee, payroll deductions from the employee's
13 salary for: Association membership dues, insurance plans, tax-sheltered annuities,
14 or other plans provided that such deductions are in accordance with state law,
15 federal law, OFM regulations, and provided that any plan not offered to employees
16 by the State of Washington have a minimum of six subscribers. The Employer shall
17 also make, when authorized by employees, deductions to a political action committee
18 provided at least 25 employees have indicated a desire to have such deductions.

19 4.4 **Association/Employer Committee:**

20 4.4.1 Both parties agree that its representatives shall meet at a time and place
21 mutually agreeable for the purpose of reviewing implementation of this
22 Agreement Contract and other areas of mutual concern. Committee membership
23 shall consist of two (2) employees appointed by the Association, and two (2)
24 employees appointed by the Employer. The meetings are not intended to bypass
25 the grievance procedure and shall not constitute an invitation to renegotiate the
26 provisions of this Contract.

27 4.4.2 Both parties shall submit an agenda of items they wish to discuss. Neither party
28 shall have control over the selection of the representation of the other party.

29 4.4.3 Nothing in this section shall be construed to obligate either party to modify,
30 limit, restrict, or reduce rights or prerogatives as outlined elsewhere in this
31 Agreement Contract.

32 4.5 **Use of District Facilities:** The Association and its representatives shall have the
33 right to use College buildings, equipment and space owned by or assigned to the
34 college without charge for Association meetings. Facilities shall be reserved through
35 appropriate scheduling procedures and used according to established operational
36 procedures.

37 4.6 **Posting and Distribution of Materials:** The Association shall have the exclusive
38 right to post notices of their activities and matters of Association concern on a
39 bulletin board(s) or intranet web site designated for such use and to distribute such
40 notices in academic employee mailboxes, email and social media.

41 4.7 **Association Information:** The Employer agrees to furnish the Association
42 information as requested to assist the Association in contract negotiations, in
43 support of any grievance, and/or support of any employee against whom a complaint
44 is filed or pending. This shall include complaints involving dismissal. Confidential

1 personnel information shall be furnished only in accordance with District policy and
2 state and federal regulations.

3 4.8 **Attendance at Board meetings:** The President of the PCFA or designee shall be
4 encouraged to attend all regular or special meetings of the Board other than
5 executive sessions and shall be released from assigned duties in order to attend. The
6 Board shall place on the agenda of each meeting an item entitled "PCFA Report."

7 4.9 **Contract distribution:** A copy of this Contract shall be made available online. A
8 printed copy will be made available upon request to the Human Resource Office.

9

1 **Article 5 – Non-Discrimination**

2 5.1 **Non-discrimination:** Community College District No. 1, Peninsula College, is
3 committed to a policy of non-discrimination against any person because of race;
4 creed; color; religion, national origin; families with children; sex; marital status;
5 sexual orientation, including gender identity; age; honorably discharged veteran or
6 military status; genetic information, or the presence of any sensory, mental, or
7 physical disability and the use of a trained dog guide or service animal by a person
8 with a disability in its programs and activities.

9 5.2 **Association Membership:** The Employer shall recognize the right of academic
10 employees to organize, join, and support the Association and its activities. The
11 Employer agrees it will not discriminate against any academic employee because of
12 membership in the Association or because of any action taken within the duly
13 established grievance procedure.

14

1 **Article 6 – Academic Freedom**

2 6.1 The Employer and the Association agree that academic freedom is essential to the
3 fulfillment of the purposes of Peninsula College and acknowledge the fundamental
4 need to protect employees from censorship or restraint that might interfere with
5 their obligations in the performance of their professional duties.

6 6.2 As professionals in their respective disciplines, academic employees are free to select
7 the content and methods through which they discharge their responsibilities as
8 instructors, counselors, and library/media specialists. They are free to select
9 textbooks, software, resource persons, and materials required to carry out their
10 assigned responsibilities consistent with academic unit standards, master course
11 outcomes and reasonable financial restrictions determined by the Employer.

12

1 **Article 7 – Academic Employee Rights**

2 **7.1 Right to Due Process:** The Academic Employee has the right to due process which
3 may include an informal and/or formal process.

4 7.1.1 When an instance or complaint arises that is of such nature that the
5 administration believe it warrants further clarification, outside those covered in
6 Board Policy #503-Gender Equity, the administration may first try to resolve the
7 issue in confidence with the employee through the informal process. Steps of the
8 Informal Process outlined in 7.1.2 below are not considered official actions.

9 7.1.2 **Informal Process:** Nothing herein shall be construed to preclude
10 administrative personnel from attempting to resolve problems with an academic
11 employee member in confidence as long as such resolution does not violate the
12 Contract.

13 7.1.3 Prior to initiating the formal steps of due process in 7.1.5 below, the employer
14 may meet with the employee unless the employee declines. In such case, the
15 employer may initiate the formal process outlined in 7.1.5.

16 7.1.4 If during the informal meeting, either party believes that discipline may result,
17 either party can terminate the meeting until Association representation is
18 available. A written record of this informal process may be kept in a supervisor's
19 informal file as authorized in 7.2.10. If the matter cannot be or is not resolved in
20 the informal process, then the complaint shall be committed to written form and
21 placed in the employee's personnel file following the process outlined in Section
22 7.2.

23 7.1.5 **Formal Process:** No academic employee shall be officially reprimanded,
24 disciplined, dismissed, or reduced in compensation without sufficient cause.
25 Official actions are the results of the formal process outlined herein and shall be
26 those that are documented, reviewed by the academic employee, and placed in
27 the academic employee's personnel file.

28 7.1.6 Any charges against an academic employee which may result in an official
29 reprimand, discipline, dismissal, or reduction in compensation shall be made in
30 writing and conveyed to the employee in person or by certified mail and shall
31 include notification that the employee is entitled to representation at any
32 meeting called regarding this issue.. Notification shall also be sent to the PCFA
33 President prior to the meeting.

34 7.1.7 An academic employee member shall have the right to have one individual of
35 his/her choice present at any meeting wherein the academic employee member
36 believes he/she may be officially reprimanded, disciplined, or denied rights
37 available under this Contract and may delay the meeting for up to five (5) days
38 until his/her representative is available. In the event the employee chooses not to
39 be represented by the Association, the Association shall have the right to attend
40 any such meeting to represent the interest of the Association.

41 **7.2 Personnel Files:**

42 7.2.1 Copies of materials in the official personnel files shall be confidential and shall
43 be restricted to use at formal institutional meetings, for normal administrative
44 requirements, or when otherwise required by law.

- 1 7.2.2 Each academic employee shall have access to his/her own personnel file during
2 normal working hours upon reasonable advance notification and/or may
3 designate in writing a representative of his/her choice for such access.
- 4 7.2.3 An academic employee shall be notified of any requests, either oral or written, for
5 access to his/her personnel file other than those authorized in section 7.2.1.
- 6 7.2.4 The employer may place derogatory materials in the personnel file. The academic
7 employee will be invited to read and append answers to any charges, complaints,
8 or statements involved.
- 9 7.2.5 The academic employee shall then sign the derogatory materials within 5
10 academic calendar days of being notified that materials will be placed in his/her
11 personnel file and return the materials to the employer.
- 12 7.2.6 Failure by the employee to sign the document(s) shall not preclude the employer
13 from placing said material in the personnel file. In such an instance, the
14 employer shall attach written documentation confirming the process used to
15 afford the academic employee the opportunity to read and acknowledge the
16 material(s).
- 17 7.2.7 Signing does not necessarily imply agreement with the statements contained in
18 the materials.
- 19 7.2.8 If there is no recurrence of issues related to the derogatory materials placed in
20 the file, such materials will cease to be valid for future disciplinary action after
21 thirty six (36) months.
- 22 7.2.9 Materials placed in the personnel file will not be removed without the knowledge
23 of the academic employee member.
- 24 7.2.10 Only one official personnel file shall be kept by the employer. This, however,
25 shall not preclude the maintenance of all lawful payroll records by the Human
26 Resource Office, nor vocational certification records, nor working files for the
27 purpose of performance appraisal or resolution of complaints.
- 28 7.2.11 Any materials to be used by the employer in initiating disciplinary action against
29 an employee shall be given to the employee and the original materials shall be
30 placed in that employee's personnel file at the time the Formal Process is
31 initiated. If there are items that are impractical to copy, a description of the item
32 will be placed in the personnel file and given to the employee. Reasonable
33 security and access to stored materials must be provided to the employee.
- 34 7.2.12 Additional materials not properly placed in the employee's personnel file cannot
35 be used against the employee. Newly discovered material must follow the process
36 outlined in 7.2.11 before being use against the employee.
- 37 7.2.13 An exception to this section shall be an emergency in which the College
38 President may decide that immediate suspension or other action is in the best
39 interest of employees, students, or the College. Documentation in such instances
40 shall be placed in personnel files within a reasonable time not to exceed thirty
41 (30) calendar days.

1 7.3 **Working Conditions:**

2 7.3.1 Academic employees shall not be required to work under unsafe or hazardous
3 conditions or to perform tasks that endanger their health, safety, well-being, or
4 the health and safety of students.

5 7.3.2 Room capacity shall conform to local fire codes.

6 7.3.3 When making room assignments, the Employer shall attempt to assign
7 classrooms according to specific course content, objectives, teaching styles, and
8 availability.

9 7.4 **Board Policies:** Academic employees may access the Board policies on-line. Any
10 inconsistency between Board policy and this contract will go to the
11 Association/Employer committee. All Employer policies, procedures, and regulations
12 shall be made available online upon approval.

13 7.5 **Insurance:** The Employer shall contribute to state-authorized insurance plans
14 according to state regulations and the requirements of the Public Employees'
15 Benefits Board for eligible academic employees.

16 7.5.1 All premiums in excess of the amount specified by state law and insurance
17 regulations shall be borne by the employee.

18 7.5.2 During periods of authorized leave without pay, employees may choose to
19 continue in authorized insurance programs by self-paying premiums assessed by
20 the Health Care Authority.

21 7.5.3 Employer insurance premium contributions shall be made for all academic
22 employees, only for months for which they are eligible.

23

1 **Article 8 – Leave**

2 8.1 **Types of leaves:** It shall be the policy of Peninsula College to grant leave to
 3 academic employee for purposes such as: professional development, sabbatical,
 4 family medical leave, military, bereavement, personal illness or injury, special
 5 personal, and others as approved.

6 8.2 **Academic Employee responsibility:** It shall be the responsibility of the academic
 7 employee to report absences and submit leave reports in a timely manner.

8 8.3 **Conditions that apply to request and approval:**

9 8.3.1 **Duration:** This Article shall apply to all leaves for periods of one day or more. A
 10 leave, if granted, shall be for a period of time up to one year.

11 8.3.2 **Application for leave:** Application for leave shall be made using the College
 12 leave reporting process

13 8.3.3 **Continuation of employee benefits:** All employee benefits shall continue
 14 during the period of leave except as defined by State regulation.

15 8.3.4 **Academic employee obligations:** Employees on leave of absence may be
 16 required to meet certain obligations relating to their leave status.

17 8.3.5 **Other income:** Academic employees on paid leave, or who are applying for such
 18 leave, who receive or expect to receive income for professional services during the
 19 period of leave shall be required to report such income as a condition of their
 20 leave status.

21 8.3.6 **Reimbursement of expenses:** The College shall reimburse academic employee
 22 on leave for travel and related living expenses when such travel and expenses
 23 are in the interest of the College and approved by the appropriate vice president.

24 8.4 **General Leaves**

25 8.4.1 **Leaves of Absence:** Leave of absence shall mean approved absence from duty
 26 without pay.

27 8.4.1.1 It is recognized that leaves of varying lengths are sometimes necessary;
 28 however, a leave of absence will not exceed one (1) calendar year without
 29 approved leave extension.

30 8.4.1.2 An approved leave of absence shall provide the academic employee with
 31 assurance of reemployment without loss of seniority or other benefits;
 32 however, no seniority credit or benefit provisions shall accrue during a leave
 33 of absence.

34 8.4.1.3 A leave request shall be judged on the merits of the request and the best
 35 interest of the College. A leave of absence may include, but not be limited to,
 36 advanced study, participation as an exchange teacher, serving as officer or
 37 staff member of a professional organization, or appointment or election to a
 38 political or public office.

- 1 8.4.2 **Professional Leave** Professional leave is neither accumulative nor deductible
2 from other leave to which the academic employee is entitled.
- 3 8.4.2.1 **Meetings/Workshops:** Academic employees may be granted leave to attend
4 meetings/conferences. A TRAVEL/TRIP REQUEST form shall be submitted
5 to the appropriate vice president or designee for authorization at least five (5)
6 calendar days prior to the meeting or as soon as possible if the academic
7 employee has less than five (5) calendar days' notice.
- 8 8.4.2.2 **Academic Employee Exchange Leave:**
- 9 8.4.2.2.1 Full-time or annualized associate academic employees may wish to
10 arrange an exchange of work assignment with a qualified colleague at an
11 appropriate institution in industry, education, government, or other place
12 of employment. Such professional exchange requires that the academic
13 employee's replacement at Peninsula College be qualified to perform the
14 academic employee's normally contracted duties or to perform other
15 assignments of equal or higher priority.
- 16 8.4.2.2.2 While participating in such an exchange, the academic employee shall
17 officially continue as a full-time or annualized associate academic
18 employee of Peninsula College.
- 19 8.4.2.2.3 The President must approve all exchange arrangements.
- 20 8.5 **Sabbatical Leave:** Refer to Article 12, Section 2
- 21 8.6 **Emergency Leave:**
- 22 8.6.1 Emergency leave with pay may be granted to full-time and annualized associate
23 academic employees not to exceed five (5) days per employee per year.
- 24 8.6.2 Situations in which emergency leave shall be granted are as follows:
- 25 8.6.2.1 when preplanning is not possible;
- 26 8.6.2.2 when the problem is of major importance, not a matter of mere convenience,
27 including emergency medical, dental, or optical appointments.
- 28 8.6.2.3 Applicants shall request leave within thirty (30) days after the date of
29 absence.
- 30 8.6.2.4 Leave in this category will be deducted from academic employee's non-
31 compensable leave balance.
- 32 8.7 **Bereavement Leave**
- 33 8.7.1 For all full-time and annualized associate academic employees, up to five (5) days
34 will be allowed as bereavement leave for each occurrence of a death in the
35 immediate family as defined below. Individuals may negotiate additional
36 bereavement time with the appropriate supervisor on a case-by-case basis due to
37 extenuating circumstances. Any additional time granted upon agreement of the
38 employee and supervisor is subject to 8.7.4.
- 39 8.7.2 The immediate family shall be interpreted to include the parents (including step
40 parents), siblings,, spouse, domestic partner, child (including step child),
41 parents-in-law, domestic partner's parents, brother-in-law, sister-in-law,

- 1 grandparents, grandchildren, foster children and other parties for whom the
2 employee has a legal guardianship.
- 3 8.7.3 When death occurs outside the immediate family, an academic employee desiring
4 bereavement leave must make special request to the appropriate Vice President.
- 5 8.7.4 Leave in this category will be deducted from academic employee's non-
6 compensable leave balance.
- 7 8.8 **Military Leave:** Military leave shall be granted to an academic employee under the
8 provisions of the applicable federal and state statutes.
- 9 8.9 **Civic/Jury Duty/Subpoena Leave:** Should an academic employee be summoned
10 to jury duty, the College will release the employee.
- 11 8.9.1 Every effort will be made to find a qualified replacement for the academic
12 employee called; however, if a qualified replacement cannot be found, the court
13 will be requested to release the employee(s) from jury duty.
- 14 8.9.2 An academic employee serving on jury duty shall be paid his/her regular salary.
- 15 8.9.3 Academic employees will be granted subpoena leave as may be required by the
16 subpoena and shall be paid their regular salary. This exclusion shall not apply
17 when the employee is named as plaintiff or defendant while in the performance
18 of College duties.
- 19 8.10 **Domestic Violence Leave:** Academic Employees may use sick leave for leave as
20 required by the Domestic Violence Leave Act, RCW 49.76.
- 21 8.11 **Family Medical Leave:**
- 22 8.11.1 Peninsula College grants up to twelve weeks of family medical leave during a
23 twelve-month period to eligible academic employees in accordance with the
24 Family Medical Leave Act of 1993 (FMLA) for the following reasons:
- 25 8.11.1.1 Parental leave for the birth and care for a newborn child or the placement
26 and care for adoption or foster care of a child;
- 27 8.11.1.2 Personal medical leave due to the employee's own serious health condition;
- 28 8.11.1.3 Family medical leave to care of a spouse, child, parent or domestic partner
29 who suffers from a serious health condition;
- 30 8.11.1.4 A qualified exigency as defined by the Department of Labor arising from the
31 fact that the spouse, child or parent of the employee is on active duty or has
32 been notified of an impending call to active duty.

- 1 8.11.2 Twenty six weeks of Service Member Family Medical Leave will be provided to
 2 an eligible employee who is the spouse, child, parent, or next of kin of an injured
 3 or seriously ill service member when the illness or injury is incurred in the line
 4 of duty.
- 5 8.11.3 The College defines the twelve month period for FML as beginning on the first
 6 date such leave is taken and running for the 12-month period.
- 7 8.11.4 An academic employee needing Family Medical Leave should, when possible,
 8 complete a FMLA request form prior to the commencement of the leave.
- 9 8.11.5 Such leave may be paid, following the FMLA Peninsula College Board Procedure
 10 219.01.

11 8.12 Sick Leave

- 12 8.12.1 Sick leave will be provided to academic employees for the following:
- 13 8.12.1.1 Illness, disability, or injury that has prevented the academic employee from
 14 performing required duties;
- 15 8.12.1.2 Illness in the immediate family which requires the employee to provide
 16 immediate necessary care of the patient or to make arrangements for
 17 extended care (Immediate family is defined as for bereavement leave);
- 18 8.12.1.3 When serious illness occurs outside the immediate family which requires the
 19 employee to provide immediate necessary care of the patient or make
 20 arrangements for extended care, an academic employee desiring the use of
 21 sick leave must make a special request to the appropriate Vice President.
- 22 8.12.2 **Duration:** Peninsula College grants up to twelve weeks of family and medical
 23 leave during a twelve-month period to eligible academic employee in accordance
 24 with the Family Medical Leave Act of 1993. The College defines the twelve
 25 month period for FML as beginning on the first date such leave is taken and
 26 running for the 12-month period.
- 27 8.12.3 **Notification:** In case of illness or injury to the employee or immediate family
 28 member, that employee or designee must report to the office of the chief
 29 instructional administrator or designee as soon as it becomes apparent that
 30 he/she will be unable to meet classes or perform assigned duties. The employee
 31 must keep the chief instructional administrator or designee informed of progress
 32 and expected date of return to duty. An academic employee must submit a leave
 33 report upon return to work.
- 34 8.12.4 **Transferability:** Accumulated sick leave for fulltime, associate academic
 35 employees, or part time faculty shall be transferred from one community college
 36 district to another in accordance with applicable statute. All leave transferred
 37 into this District shall be computed for compensability on the same basis as leave
 38 accumulated with the District.
- 39 8.12.5 **Accumulation of Leave:**
- 40 8.12.5.1 Full-time academic employees shall have posted to their leave records a
 41 credit of twelve (12) days of sick leave accumulated at the rate of one day (8
 42 hours) per calendar month. Such days shall be deemed compensable for any
 43 month during which full-time contractual days are worked (normally ten (10)

days). The remaining days, (normally two days), shall be non-compensable. Pursuant to RCW 28B.50.551, each academic employee's unused sick leave allowance shall accumulate from month to month without limit.

8.12.5.2 Annualized associate academic employee shall accumulate leave based on one day (8 hours) per month of employment, prorated to reflect the percentage of full-time load. Annualized associate academic employees will not accrue sick leave in the summer quarter.

8.12.5.2.1 Individuals who are employed full-time in concurrent annual associate academic employee/administrative assignments shall accumulate leave according to Section 8.11.5.1.

8.12.5.3 Part-time academic employees, beginning the first quarter of employment, shall accumulate sick leave on the basis of one day (8-hour) per month, prorated to reflect the percentage of full-time load. Recognizing that teaching loads fluctuate within the quarter, accrual will be based on a prorated 8-hour day at time of accrual (end of month.) This accrual will be credited to compensable sick leave.

8.12.5.3.1 Part-time academic employee leave usage shall be prorated to reflect the percentage of full-time load at time of usage. Leave cannot be used in advance of accrual. Leave can only be used when the employee is under a current contract status.

8.12.5.3.2 Moonlight appointments do not accrue leave, as those academic employees are already accruing at the maximum allowed by law.

8.13 **Compensability:** Compensability of leave shall be according to RCW 28B.50.553.

8.14 **Leave Usage:** No deduction in pay will be made up to the total number of days of accrued leave. Deductions from accrued sick leave for illness or injury shall be charged against compensable days until such account is exhausted; thereafter, charges shall be to non-compensable days until such account is exhausted. All days utilized under emergency leave and bereavement leave, shall first be charged to non-compensable days until such account is exhausted. Leave beyond the total number of days of accrued leave shall be deducted from salary at the per diem rate of the annual/quarterly contract for each day of absence. Academic employees may be eligible for the shared leave program.

8.15 Leave Usage Chart

Compensable Sick Leave (S)	Non-compensable Sick Leave (N)
Employee injury/illness	Emergency Leave
Family injury/illness	Bereavement Leave

1 **8.16 Personal Leave:**

2 8.16.1 8.16.1 Full-time annually contracted academic employee shall receive two
3 personal leave days per academic year (September-June). One personal leave day
4 may not be taken on a scheduled teaching day or on the day of commencement.
5 Personal leave does not accumulate and lapses at end of the contract year if not
6 used.

7 8.16.2 Annualized associate academic employee shall have one personal leave day per
8 academic year, teaching or non-teaching. Personal leave days shall be
9 non-cumulative and shall be arranged in advance with the appropriate chief
10 instructional administrator or designee.

11 8.17 **Special Leave Consideration (Full-time Academic employees):** Efforts shall
12 be made to give special consideration in terms of either sabbatical leave or
13 professional leave of absence as appropriate without pay to academic employees
14 who, due to enrollment difficulties, program obsolescence, or fiscal exigency, are
15 threatened with reduction in force (RIF) and wish to retrain for another position
16 currently available or planned to be available at the College.

17 8.18 **Life Giving Leave:** Academic employees are authorized paid leave for up to 5 (five)
18 days in a two year period for the sole purpose of participating in “medically
19 supervised procedures involving the testing, sampling, or donation of blood,
20 platelets, organs, fluids, tissues, and other human body components for the purposes
21 of donation, without compensation, to a person or organization for medically
22 necessary treatments.” This leave is not deducted from any other leave balance.

23 8.19 **Leave for Reason of Faith and Conscience:** Academic employees are authorized
24 two unpaid holidays per calendar year for a reason of faith and conscience or an
25 organized activity conducted under the auspices of a religious denomination, church,
26 or religious organization.

27

1 **Article 9 – Appointments and Titles**

2 9.1 **Appointment Categories.** Academic employee as defined herein shall be hired in
3 one of the following appointment categories.

4 9.1.1 **Full-Time Academic Employee Appointments:** An appointment for a full
5 load as defined in Article 10. Full time academic employees are paid from the full
6 time salary schedule – Appendix B. All full-time appointments shall be in one of
7 the following categories:

8 9.1.1.1 **Tenured:** An appointment for an indefinite period of time that may be
9 revoked only for sufficient cause and by due process as defined by the laws of
10 the State of Washington

11 9.1.1.2 **Probationary:** An appointment for a designated period of time which may
12 be terminated without cause upon expiration of the term of the appointment
13 but which may not be terminated without sufficient cause and due process
14 prior to the expiration of the term of appointment as defined by the laws of
15 the State of Washington. Such appointments are contracted on an annual
16 basis. At the end of the probationary period, by the last Board meeting of
17 winter quarter, the Board of Trustees may grant or deny tenure to the
18 employee. At the end of the probationary period the employee shall obtain
19 tenure as appropriate to the employee's assignment if no action was taken by
20 the Board of Trustees.

21 9.1.1.3 **Temporary:** An appointment for a designated period of time which may be
22 terminated without cause upon expiration of the term of the appointment but
23 which may not be terminated without sufficient cause and due process prior
24 to the expiration of the term of appointment

25 9.1.1.3.1 Such appointments are contracted on an annual or quarterly basis, at the
26 discretion of the President.

27 9.1.1.3.2 A temporary appointment does not constitute a probationary appointment
28 and a temporary appointment does not lead to eligibility for tenure
29 consideration, RCW 28B.50.851(2)(a), unless probationary status is
30 specifically awarded by action of the Employer.

31 9.1.1.3.3 All temporary appointments expire at the end of the contracted period
32 without further action of the Employer.

33 9.1.1.3.4 Temporary appointments may be made in the following categories:

34 9.1.1.3.4.1 An appointment which is funded by federal monies or other special
35 funds as defined by RCW 28B.50.851.2(b).

36 9.1.1.3.4.2 An appointment to replace a tenured employee who has been granted
37 leave.

38 9.1.1.3.4.3 Other appointments as determined by the President.

39 9.1.2 **Part-time Appointments:** An appointment for less than a full time annual
40 instructional load as defined in the workload section of this Contract shall be
41 defined as a part-time appointment. Categories of part-time academic employee
42 shall be established as follows:

- 1 9.1.2.1 Annualized Associate Academic Employee: Annualized Associate academic
2 employee status shall be designated by the Chief Instructional Administrator
3 or designee or Vice President for Student Services as appropriate as an
4 appointment of 50 percent or more but less than a full-time teaching load for
5 an academic year as described in Article 10, Section 10.2.1.
- 6 9.1.2.1.1 Annualized Associate academic employee shall be compensated pro rata
7 from the full-time academic employee salary schedule – Appendix B, shall
8 carry academic employee benefits as defined herein for associate academic
9 employee, and shall carry pro rata non-instructional responsibilities.
- 10 9.1.2.1.2 Such employment contracts will specify only a minimum employment
11 level of fifty (50) percent annually as assigned by the Chief Instructional
12 Administrator or designee or Vice President for Student Services
13 depending upon the needs of the College programs.
- 14 9.1.2.1.3 Such appointments are for one year only and may be renewed with the
15 approval of the Chief Instructional Administrator or Vice President for
16 Student Services.
- 17 9.1.2.1.4 The calculation of percentage of load for determining annualized associate
18 academic employee status shall conform to the full-time load stipulations
19 as described in Article 10, Section 2. Calculations for determining
20 percentage of full-time teaching load shall be limited to credit-bearing
21 courses.
- 22 9.1.2.2 **Conversion of Annualized Associate Positions to Tenure Track**
23 **Positions**
- 24 9.1.2.2.1 Academic employees filling Annualized Associate positions created after
25 June 30, 2015, will receive annual evaluations for the first three years
26 they are in the position.
- 27 a. The evaluation of academic employees filling Annualized Associate positions
28 will comprise a self-evaluation, student evaluations, and observation in each
29 of the first three years.
- 30 b. The evaluation of academic employees filling Annualized Associate positions
31 will follow the evaluation process described in 13.1 during years four through
32 six if the position continues beyond the first three years.
- 33 9.1.2.2.2 Annualized Associate positions created after June 30, 2015, will be
34 reviewed by The Employer every three academic years for consideration
35 as tenure track positions.
- 36 9.1.2.2.3 If the Employer determines that the position will be established as a
37 tenure track position, the Employer will conduct a competitive search to
38 fill the position. Incumbents will be given an interview for tenure track
39 positions where minimum requirements of the position have been met.
- 40 9.1.2.2.4 If the Employer determines that the position will not be established as a
41 tenure track position, the Employer may choose to continue the position.
42 The continued Annualized Associate position is subject to 9.1.2.2.1.b,
43 9.1.2.2.2, 9.1.2.2.3, and 9.1.2.2.4.

- 1 9.1.2.3 **Part-Time Academic employee:** Part-time academic employee shall be
2 appointed for less than an annual full time teaching load and shall be
3 contracted quarterly. There is no seniority for part-time academic employees.
- 4 9.1.2.3.1 Such appointments shall be compensated from the part-time instructor
5 salary schedule (Appendix C – Regular Part-Time Salary Schedule or
6 Appendix D - Adult Special Interest Part-Time Salary Schedule).
- 7 9.1.2.3.2 When part time academic employees are teaching existing classes, they
8 shall teach to department established course specific competencies/
9 learning objectives.
- 10 9.1.3 **Part-Time Hourly:** Part-time non-instructional academic employee may be
11 hired on an hourly basis, as needed, during peak work periods for such things as
12 advising or other appropriate activities that advance the mission of the college.
13 Payment shall be made at the hourly rate of the part time salary schedule.
- 14 9.1.4 **Priority of Appointments:** Full-time academic employees shall have priority
15 rights over annualized associate academic employees and part-time academic
16 employees to maintain a full load in class assignments. If not in conflict with
17 scheduling needs, full-time academic employees shall be given first consideration
18 as to the hours (time of day) they teach.
- 19 9.2 **Academic Employee Screening Procedure:**
- 20 9.2.1 It shall be the responsibility of the President to employ academic employees, and
21 to notify candidates of their selection.
- 22 9.2.2 In implementing this policy, it shall be the responsibility of the President or
23 designee to:
- 24 9.2.2.1 Identify vacancies and recommend the creation of new positions
- 25 9.2.2.2 Develop descriptions of qualifications and duties relating to such positions
- 26 9.2.2.3 Make appropriate announcements of such vacancies
- 27 9.2.2.4 Prescribe a method of application and an appropriate application format
- 28 9.2.2.5 Secure appropriate credentials of the candidates;
- 29 9.2.2.6 Arrange for interviews.
- 30 9.2.3 **Full-time applicant screening.** It shall be the responsibility of the President
31 to select academic employees according to Chapter 131-16 of the Washington
32 Administrative Code
- 33 9.2.3.1 Full-time Arts and Sciences academic employees must have a minimum of a
34 master’s degree in the primary academic discipline to be taught.
- 35 9.2.3.2 Full-time basic skills academic employees must have a minimum of a
36 bachelor’s degree.
- 37 9.2.3.3 Professional technical academic employees shall be hired in accordance with
38 WAC 131-16-091. If WAC-131-16-091 is revised, the College and the
39 Association agree to open negotiations on this issue.

1 9.2.3.4 Counselors and librarians must have a minimum of a master's degree in an
2 appropriate discipline.

3 9.2.4 **Part-time and temporary Arts & Science applicants screening**
4 **procedure.** It shall be the responsibility of the President or designee to select
5 the successful candidate after securing credentials, arranging for interviews, and
6 considering credentials and experience in the following order:

7 9.2.4.1 A minimum of a master's degree in the discipline and substantial experience
8 teaching in the discipline

9 9.2.4.2 A minimum of a master's degree in the subject discipline with little or no
10 teaching experience;

11 9.2.4.3 A minimum of a master's degree in an allied discipline and substantial
12 experience teaching in the discipline;

13 9.2.4.4 A minimum of a master's degree in an allied discipline with little or no
14 teaching experience;

15 9.2.4.5 A minimum of a master's degree in another discipline with substantial
16 credits in the subject discipline and substantial teaching experience;

17 9.2.4.6 A minimum of a master's degree in another discipline with substantial
18 credits in the subject discipline and experience teaching in the discipline;

19 9.2.4.7 A minimum of a master's degree in another discipline with substantial
20 credits in the subject discipline.

21 9.3 **Titles**

22 9.3.1 An Academic Employee shall be classified by title. Title classification shall be
23 updated each year based upon the following minimum criteria.

24 9.3.1.1 Professor: Lane 3 or ten years experience as an academic employee.

25 9.3.1.2 Associate Professor: Six years experience as an academic employee.

26 9.3.1.3 Assistant Professor: Three years experience as an academic employee.

27 9.3.1.4 Instructor: All others

28 (NOTE: years of experience for purposes of title classification, as referenced above, may
29 not coincide with an individual's step on the salary schedule.)

30 9.3.2 An Annualized Associate Academic Employee shall have the same title privileges
31 preceding the Associate Academic Employee designation and must meet the
32 same minimum requirements.

33 Annualized Associate titles shall be:

34 9.3.2.1 Professor – Associate Faculty

35 9.3.2.2 Associate Professor – Associate Faculty

36 9.3.2.3 Assistant Professor – Associate Faculty

37 9.3.2.4 Instructor – Associate Faculty

38

1 **Article 10 – Job Descriptions and Workload**

2 **The employer and the Association agree to open this section to discuss job**
 3 **descriptions and workload as college-wide conversations about implementing**
 4 **Guided Pathways continue, and the associated practices and definitions become**
 5 **mutually understood. The parties agree to open this section to discuss faculty**
 6 **participation in evaluations of administrators responsible for faculty**
 7 **assignments.**

8
 9 **10.1 Job Descriptions for Classroom Academic Employees, Librarian, and**
 10 **Counselors**

11 **10.1.1 Classroom Academic Employees:** Academic employees assigned to teach shall
 12 perform the duties enumerated in Article 10.1.1. In addition, Professional Technical
 13 academic employees shall attain/maintain vocational certification in accordance with
 14 WAC 131-16 Personnel Standards. The assignment for classroom academic employee
 15 is to:

16 10.1.1.1 Develop, assess, improve, and deliver curriculum;

17 10.1.1.2 Teach assigned courses in accordance with course descriptions and learning
 18 outcomes outlined in the syllabi;

19 10.1.1.3 Gather, organize and/or create course materials that facilitate learning;

20 10.1.1.4 Utilize appropriate technology to facilitate teaching and learning;

21 10.1.1.5 Provide learning opportunities to students in assigned classes in an
 22 atmosphere that promotes learning and in a manner consistent with college
 23 policies;

24 10.1.1.6 Through the course syllabus, orient students at the beginning of each course
 25 to the objectives of the course, learning outcomes, assessment methods, basis
 26 of grading, attendance requirements, the nature of assignments and class
 27 requirements;

28 10.1.1.7 Obtain and maintain sufficient learning assessment data in order to provide
 29 a valid and reasonable basis for assignment of grades;

30 10.1.1.8 Provide records and data needed to comply with federal and state
 31 requirements and regional accreditation standards;

32 10.1.1.9 Maintain regularly scheduled and posted office hours for assisting
 33 students;

34 **Full-time classroom academic employees:**

35 10.1.1.10 Participate in student academic advising;

36 10.1.1.11 Serve on College committees, which include ad hoc committees, strategic
 37 College priority committees, and standing committees as defined in the
 38 procedure for Board Policy 159;

39 10.1.1.12 Serve on faculty hiring committees, tenure committees, post-tenure review
 40 committees, and Reduction in Force (RIF) Committee, as assigned;

- 1 10.1.1.13 Participate in scheduled division meetings and academic employee meetings;
- 2 10.1.1.14 Create and regularly update a Professional Development Plan that ensures
3 continuing education and ongoing currency in one's instructional area and
4 current pedagogies;
- 5 10.1.1.15 Participate in annual planning and assessment.
- 6 10.1.2 **Librarians:** Librarians shall provide instructional and consultative services to the
7 college community within their area of expertise. This includes instruction, research
8 counseling, and professional librarianship. The assignment for librarians is as
9 follows:
- 10 10.1.2.1 Develop, assess, improve, and deliver curriculum-based instruction;
- 11 10.1.2.2 Provide instructional sessions that achieve the learning outcomes of the
12 Library Media Center (LMC) instructional program and course-specific
13 information competencies;
- 14 10.1.2.3 Gather, organize and/or create course materials that facilitate learning;
- 15 10.1.2.4 Utilize appropriate, learner-centered technologies in developing and
16 delivering instruction, providing research support, and performing
17 professional duties;
- 18 10.1.2.5 Provide learning opportunities to students in instructional sessions in an
19 atmosphere that promotes learning and in a manner consistent with college
20 policies;
- 21 10.1.2.6 Orient students at the beginning of each instructional session to the
22 objectives and learning outcomes of the curriculum;
- 23 10.1.2.7 Obtain and maintain sufficient data to continuously improve instruction and
24 other librarian duties;
- 25 10.1.2.8 Provide records and data needed to comply with federal and state
26 requirements and regional accreditation standards;
- 27 10.1.2.9 Maintain regularly scheduled and posted hours for assisting students with
28 research and reference consultations;
- 29 **Full-time librarians:**
- 30 10.1.2.10 Serve on College committees, which include ad hoc committees, strategic
31 College priority committees, and standing committees as defined in the
32 procedure for Board Policy 159;
- 33 10.1.2.11 Serve on faculty hiring committees, tenure committees, post-tenure review
34 committees, and Reduction in Force (RIF) Committee, as assigned;
- 35 10.1.2.12 Participate in scheduled Library Media Center meetings;
- 36 10.1.2.13 Create and regularly update a Professional Development Plan that ensures
37 continuing education and ongoing currency in the field of information science;
- 38 10.1.2.14 Participate in annual planning and assessment.

- 1 10.1.3 **Counselors:** The assignment for counselors is to provide individual and group
2 counseling services to prospective and current students. The assignment for
3 counselors may include:
- 4 10.1.3.1 Provide guidance and career counseling to prospective and enrolled students;
 - 5 10.1.3.2 Provide intake interviews and advising for students prior to assigning them
6 to teaching academic employee for advising at the program level;
 - 7 10.1.3.3 Provide group facilitation or leadership for support groups, special interest
8 groups, etc.;
 - 9 10.1.3.4 Work with academic employee and staff to provide problem solving for
10 intervention strategies;
 - 11 10.1.3.5 Provide leadership for programs offered through the Counseling Center;
 - 12 10.1.3.6 Provide career/life planning classes, workshops and activities;
 - 13 10.1.3.7 Act as a liaison with college programs of study;
 - 14 10.1.3.8 Provide educational advising training for academic employee and staff; and
 - 15 10.1.3.9 Act as a liaison with community businesses and organizations referring
16 prospective students to college;
- 17 **Full-time counselors:**
- 18 10.1.3.10 Serve on College committees, which include ad hoc committees, strategic
19 College priority committees, and standing committees as defined in the
20 procedure for Board Policy 159;
 - 21 10.1.3.11 Serve on faculty hiring committees, tenure committees, post-tenure review
22 committees, and Reduction in Force (RIF) Committee, as assigned;
 - 23 10.1.3.12 Participate in annual planning and assessment
- 24

1 **10.2 Workload**

2 **10.2.1 Classroom Academic Employees:** The normal full-time workload for classroom
 3 academic employees shall consist of the following work categories: teaching load,
 4 academic advising, office hours, committee assignments, and professional
 5 development.

6 **10.2.1.1 Teaching Load:** The teaching load for classroom academic employees is to
 7 be determined by either credit or contact hours. Except for specific
 8 instructional areas listed below, the normal teaching load will be either 15
 9 credits or 20 contact hours per week, whichever is more favorable to the
 10 employee. Theory contact hours equal 50 minutes. Guided Practice contact
 11 hour and office hour equal 60 minutes.

Discipline	Credit/Qtr	Hours/Week
Auto	20	30
Emergency Medical Tech	17	24
Massage Therapy	16	25
Mathematics, Computer Lab	--	24
Nursing	--	20
PE Activity Course (Lab)	12	24
Welding	16	25
Composites	20	30
Green Building	20	30

13
 14 **10.2.1.1.1** The Chief Instructional Administrator, or designee shall make
 15 alternative academic employee assignments appropriate to the
 16 academic employee’s training in consultation with the affected
 17 academic employee, in any case where the normal workload is not
 18 achieved. Community education, courses may be included in
 19 instructors' assignments in order to achieve full-time loads.

20 **10.2.1.1.2** Non-transcripted community education offerings shall be excluded
 21 from the provisions of this section and not added to percentage of load
 22 affecting academic employee workload except as authorized in Section
 23 10.2.1.1.1.

24 **10.2.1.1.3** The meeting of scheduled classes is a basic teaching responsibility.
 25 When academic employees cannot meet with a scheduled class,
 26 academic employees shall notify the appropriate instructional
 27 administrator or designee in advance of the class.

- 1 10.2.1.2 **Academic Advising:** The professional assignment of classroom academic
 2 employees includes academic advising. The academic calendar shall include a
 3 minimum of one advising day per quarter. Academic employees will advise
 4 students assigned to them.
- 5 10.2.1.2.1 Up to twenty-five (25) students shall be considered a normal advising
 6 load for classroom academic employees. Additional advisees may be
 7 assigned in consultation with the academic employee. Faculty may use
 8 alternate teaching strategies in order to advise during advising week.
 9 Classroom academic employees who accept an advising load over 25
 10 may negotiate with the appropriate supervisor on a case-by-case basis
 11 for assistance with managing the advising load.
- 12 10.2.2 **Librarians and Counselors:** The normal full-time workload for faculty librarians
 13 and counselors is 40 hours per week and shall consist of the duties listed in 10.1.2
 14 and 10.1.3, respectively.
- 15 10.2.2.1 Librarians' and Counselors' schedules will be set by the appropriate
 16 administrator in each area.
- 17 10.2.3 **Office Hours:** Full-time academic employees whose contact hour limit is 24
 18 hours or less shall be expected to keep at least five (5) scheduled office hours per
 19 week.
- 20 10.2.3.1 Annualized Associate academic employees shall keep office hours
 21 proportionate to full-time load in the office provided.
- 22 10.2.3.2 All part time academic employees who teach at least fifty percent (50%) will
 23 schedule and maintain one hour per week of office time.
- 24 10.2.4 **Committees:** Full-time academic employees serve on one to three College
 25 committees, which include ad hoc committees, strategic College priority committees,
 26 and standing committees as defined in the procedure for Board Policy 159.
- 27 10.2.4.1 The individual academic employees filling the positions of PCFA
 28 President and Faculty Senate First Speaker are exempt from this
 29 service requirement because these positions are routinely asked to
 30 serve on a variety of College committees.
- 31 10.2.4.2 Probationary tenure-track faculty may request to be exempted from
 32 assignment to standing- and ad hoc committees.
- 33 10.2.4.3 Academic employees may, at their discretion, opt to serve on more than three
 34 committees.
- 35 10.2.5 **Professional Development:** All full-time academic employees create and regularly
 36 update a Professional Development Plan in accordance with 10.1. The classroom
 37 academic employee's plan will include proposed service on committees.
- 38 10.2.5.1 The academic employee Professional Development Plan is created annually
 39 and finalized in collaboration with the Office of Instruction.
- 40 10.2.5.2 The College will provide both the training and technical support necessary for
 41 academic employees to teach distance learning curricula. Academic
 42 employees are not responsible for providing technical support to students or
 43 for equipment used by students.

1 **10.3 Contracted Days**

2 10.3.1 The normal annual contract for full-time academic employee shall consist of
3 175 contracted days, 162 of which will be instructional days as scheduled in
4 the academic calendar.

5 10.3.2 Exception: A tenured academic employee may request that an annual
6 contract consist of any three of the four scheduled quarters. Approval or
7 denial of such a request shall be based upon preparation of a work plan which
8 is equivalent to the customary academic quarter and shall be at the
9 discretion of the Chief Instructional Administrator or designee.

10 10.3.3 An academic employee work-day is defined as eight (8) hours per day for such
11 purposes as leave usage and salary prorating.

12 10.3.4 The Employer and the Association shall agree on an academic calendar prior
13 to final adoption by the Board.

14 **10.4 Individual Assignments**

15 10.4.1 The Chief Instructional Administrator or designee, in consultation with
16 academic employees and in accordance with this section, shall make
17 individual assignments for classroom academic employee during instructional
18 days.

19 10.4.2 Specific course assignments will be made in the academic employee's primary
20 area(s) of expertise whenever possible. In the event academic employees are
21 required to teach outside of their primary area(s) of expertise, in order to
22 maintain a normal workload or to maintain an instructional program, the
23 specifics shall be agreed to by the college, the affected employee and the
24 Association

25 10.4.3 The primary administrator for Instructional Resources shall make individual
26 assignments for librarians; the Vice-President for Student Services shall
27 make assignments for counselors.

28 **10.5 Reassignment of Full-Time or Associate Academic Employees**

29 10.5.1 The Association recognizes the employer's need to provide instruction when
30 and where needed. Change in the assignment of an academic employee shall
31 be made only if such assignment is necessary in order to maintain his/her
32 normal workload or to maintain a program of instruction.

33 10.5.2 Change in the assignment of an academic employee will be made with
34 consultation and appropriate notice to the employee.

35 10.5.3 If a change in assignment requires an academic employee to commute to an
36 alternative work site, the employer shall pay mileage to the alternative work
37 site or provide a vehicle.

38

Article 11 – Grievance Procedure

11.1 A grievance is defined as an alleged violation, misapplication, or misinterpretation by the Employer of the terms of this Contract which the Association has bargained.

11.2 Eligibility to file. Any academic employee, full or part time, or the Association, may file a grievance. If two or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance.

11.3 At each step of the grievance procedure, the Association, as the exclusive representative, has the right to designate the person who will represent the employee on behalf of the union. Any person(s) who might contribute to the resolution of the grievance may be requested by the employee and/or the official Association President or designee to appear and provide relevant information.

11.4 Exclusive representation for a grievant shall be through the Association. However, an employee may elect self-representation, provided that the Association is given the opportunity to present and provide information, testimony or evidence at any grievance meeting.

11.5 There shall be no reprisal by the Association, the Employer or its employees by reason of involvement in or use of the grievance procedure.

11.6 Nothing herein contained shall be construed as limiting the right of any employee to discuss the matter of concern informally with an appropriate member of the administration.

11.7 Any grievance processed under the terms of this Article shall be defined clearly and the alleged Contract violations specified.

11.8 The Association shall not approve nor authorize direct communication about the grievance with individual members of the Board during the grievance process. All Association communications with the Board shall be through established procedures for submitting agenda items for regularly scheduled Trustee meetings.

11.9 Computation of Time.

11.9.1 Working days are defined as those days on which the College is officially open.

11.9.2 Any grievance not presented in writing within thirty (30) working days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. If the Employer fails to comply with the grievance time limits, the grievance shall proceed to the next step. If the grievant fails to comply with the grievance time limits, the grievance shall be waived. Time limits may be waived or extended by mutual written contract.

11.9.3 For purposes of computing time for filing a grievance only those days which are days as defined in Section 11.9.1 shall be counted in the thirty (30) day time period for filing.

11.9.4 In computing days, day one is the day after the event in question occurs or the day after the academic employee(s) or the Association becomes aware of the alleged violation, whichever is later.

11.9.5 Time limits herein may be extended by mutual written agreement between the Association and the Employer.

- 1 11.9.6 All documents, communications, and records of the grievance shall be filed in a
2 file separate from the personnel file(s) of the complainant(s).
- 3 11.10 Grievances shall be handled in the following manner:
- 4 11.10.1 **Step One A Pre-Grievance:** The employee(s) and/or the Association President
5 or designee shall discuss the contract issue that is giving rise to the potential
6 grievance with the appropriate immediate supervisor. Every effort shall be made
7 to resolve the issue at this level in an informal manner within (twenty) 20 work
8 days.
- 9 11.10.2 If the issue is not resolved informally within the twenty (20) days specified, the
10 issue may be moved to the next step by the Association after being converted to a
11 written statement of a grievance by the employee, dated, and signed by the
12 employee and Association President or designee
- 13 11.10.3 The written grievance shall state the specific factual basis of the grievance, the
14 provision or provisions of the Contract involved, and the remedy sought. The
15 Chief Instructional Administrator or designee, shall be given the written
16 grievance and will note receipt of the same by countersigning and dating the
17 original grievance and giving a copy of the grievance to the Association President
18 or designee. The Chief Instructional Administrator or designee shall hold a
19 grievance meeting within ten (10) work days to hear evidence. Within ten (10)
20 work days of that meeting, the Chief Instructional Administrator or designee
21 shall render a decision and respond to the Association in writing including the
22 reasons upon which the decision is based. It shall be the Association's
23 responsibility to notify the grievant of the decision.
- 24 11.10.4 **Step Two:** If no mutual settlement is reached at Step One, the written grievance
25 may be submitted to the President or a designated representative not more than
26 ten (10) working days after the Chief Instructional Administrator's Step One
27 response.
- 28 11.10.5 The President or designee shall hold a grievance meeting within ten (10) work
29 days to hear evidence. Within ten (10) work days of the Step Two meeting, the
30 President or designee shall render a decision and respond to the Association in
31 writing including the reasons upon which the decision is based. It shall be the
32 Association's responsibility to notify the grievant of the decision.
- 33 11.10.6 Representative(s) of the Association shall be present at any meeting involving
34 the grievant. At least three (3) working days' notice of the time and place of the
35 hearing shall be given to all concerned parties. The President's answer shall be
36 deemed to be the final position of the Employer.
- 37 11.10.7 **Step Three:** If no mutual settlement is reached at Step Two, the Association
38 may, at its sole discretion, within ten (10) working days after the date of the Step
39 Two answer, request by written notice to the Employer that the grievance be
40 arbitrated.
- 41 11.10.8 **Question of Arbitrability:** Any question regarding the substantive or procedural
42 arbitrability of a grievance shall be raised in writing by the College no later than
43 ten days after receiving written notification from the Association of its desire to
44 arbitrate.

- 1 11.10.8.1 Upon the filing of a demand for arbitration on the merits of any such
2 grievance by Association in accordance with Article 11.10.7 of this
3 CONTRACT, the College shall have the right to file its own demand for
4 arbitration on the question(s) of arbitrability that it has thus raised, provided
5 that such a demand must be within fifteen (15) calendar days of the
6 Association's demand and provided further that the filing of any such
7 demand by the College shall serve as a stay of the arbitration on the merits
8 until such time as the arbitrability of the grievance is finally decided.
9 Following a decision and award adverse to the College under this Section,
10 arbitration on the merits of the grievance shall proceed.
- 11 11.10.8.2 The arbitrator selected for purposes of this Section shall have authority to
12 decide all substantive and procedural arbitrability issues raised by the
13 College in its Step Two Determination, and the parties agree to accept the
14 arbitrator's decision and award as final and binding upon them. Except as
15 they may otherwise be modified by this Section, the powers and duties of the
16 arbitrator shall be as specified in Article 11.10.9 below.
- 17 11.10.8.3 Any arbitrator selected for purposes of this Section shall not have authority
18 to rule on the merits of the grievance itself unless otherwise agreed by the
19 parties. The fees and expenses of such arbitrator shall be paid by the losing
20 party unless the arbitrator is also permitted by contract of the parties to rule
21 on the merits of the grievance, in which case the provisions of Article 11.10.9
22 below shall govern. Should more than one (1) arbitrability question be
23 considered by the arbitrator and should the decision and award constitute a
24 split where one or more but not all such questions are decided in favor of one
25 or the other party, the fees and expenses shall be apportioned to reflect the
26 split.
- 27 11.10.8.4 Failure of the College to submit questions of substantive and/or procedural
28 arbitrability to arbitration pursuant to the provisions of this Section shall
29 serve as a bar to the raising of such questions in any arbitration on the
30 merits. Arbitration: Only grievances initiated during the life of this Contract
31 may be submitted to arbitration. The parties agree to accept the arbitrator's
32 award as final and binding upon them. The arbitrator shall not have any
33 power to modify, add to, subtract from, or disregard any of the terms and
34 conditions of this Contract.
- 35 **11.10.9 Arbitration**
- 36 11.10.9.1 Matters subject to arbitration shall be referred to Public Employment
37 Relations Commission or the American Arbitration Association under
38 voluntary rules.
- 39 11.10.9.2 Only grievances which involve an alleged violation by the Employer of a
40 specific section or provision of this Contract and which are presented to the
41 Employer in writing according to the terms of this Contract and which are
42 processed in the manner herein provided shall be subject to arbitration.
- 43 11.10.9.2.1 The arbitrator shall have no authority to render a decision or award that
44 modifies, adds to, or subtracts from the provisions or conditions of this

- 1 Contract or any practices and policies which relate to the terms or
2 working conditions of the employee.
- 3 11.10.9.2.2 The arbitrator shall have no authority to render a decision or award
4 beyond the termination date or renewal or extension of this Contract.
- 5 11.10.9.2.3 The arbitrator shall have authority to base a decision or award only on
6 the basis of evidence and matters presented by both parties in the
7 presence of each other and the matters presented in the written briefs of
8 the parties.
- 9 11.10.9.3 The fees and expenses of the arbitrator shall be borne equally by the parties.
10 The decision of the arbitrator within the time limits herein prescribed shall
11 be final and binding upon the Employer, the Association, and the employee(s)
12 affected, consistent with the terms of this Contract.
- 13 11.10.9.4 Decisions regarding the granting tenure or non-renewal of probationary
14 academic employee at the end of the employment notice term shall not be
15 grievable.
16

1 **Article 12 – Professional Development**

2 12.1 Peninsula College affirms the need for professional development of its academic
 3 employees as an important way of improving instruction, morale, and the
 4 effectiveness of the College as a whole in serving both students and community
 5 members. Independent research, study, writing, and other creative activity shall be
 6 encouraged but shall not diminish the instructional effort. All tenured, tenure-track,
 7 and annualized associate academic employees shall satisfy the professional
 8 development requirements of Chapter 131-16 of the Washington Administrative
 9 Code. In addition, each of these academic employees shall develop a five (5) year
 10 individual Professional Development Plan. One area of commitment to professional
 11 development by the college is the funding of sabbaticals and stipends.

12 Funds for sabbatical leaves and stipends, referred to in Article 12.3 for professional
 13 development, shall be allocated in the College budget in addition to any other budget
 14 resources available for acceptable professional development activities agreed to by
 15 both parties. Sabbatical leaves and stipends shall be considered as part of
 16 professional development funding for tenured, tenure track, and annualized
 17 associate academic employees. Such awards are made at the option of the Employer,
 18 who shall decide annually whether a sabbatical leave shall be granted for the
 19 following academic year. Normally, one full-time equivalent sabbatical will be
 20 funded each year. Awarding of sabbaticals that are less than one full-time
 21 equivalent will be discussed with the Association.

22 12.2 **Professional Development, Sabbaticals and Stipends Committee:**

23 A committee, known as the Peninsula College Sabbatical and Stipends Committee
 24 consisting of five (5) tenured academic employees, shall be appointed by the
 25 Association. Appointments will be three (3) academic years.

26 12.3 **Sabbaticals:**

27 12.3.1 Sabbatical leave is awarded to academic employees for the purpose of improving
 28 professional skills and qualifications, program development or improvement, and
 29 academic renewal.

30 12.3.2 The President shall set compensation which may be up to 100% of regular salary.
 31 No leave recipient receiving compensation shall accept any employment for pay
 32 during the sabbatical leave period unless approved in advance by the President.

33 12.3.3 Sabbatical leave may be approved for less than one academic year. The
 34 Sabbatical and Stipends Committee may recommend that the full-time
 35 equivalent sabbatical year be divided into quarters and awarded by quarter to
 36 more than academic employee. An academic employee receiving a partial
 37 sabbatical may apply for additional quarters totaling a full-time equivalent in
 38 subsequent years.

39 12.3.4 Initial eligibility for sabbatical leave requires completion of seven (7) years of
 40 full-time contracted academic employee service at Peninsula College.

41 12.3.4.1 Applications for sabbatical leave will be evaluated on a competitive basis by
 42 the Sabbatical and Stipend Committee, which will make recommendations to
 43 the College President or designee. The College President or designee will
 44 review all applications, committee procedures and recommendations.

- 1 12.3.4.2 Applications for sabbatical leave must be submitted to the President or
2 designee by November 15 prior to the academic year of leave. The committee
3 shall review the applications and forward its recommendation to the College
4 President or designee by the end of November.
- 5 12.3.4.3 The President or designee will make a final decision and notify the recipient
6 first, the remaining applicants, and then all faculty no later than December
7 15 of each year.
- 8 12.3.4.4 Academic employees who have received a leave award may become eligible
9 for further consideration after seven (7) more full-time years of academic
10 employee service.
- 11 12.3.4.5 Sabbatical recipients will be required to:
- 12 12.3.4.5.1 Return to the College unless otherwise agreed, for a period equal to the
13 period of sabbatical leave;
- 14 12.3.4.5.1(a) The Employer and the academic employee filling an
15 Annualized Associate position may agree to a contract longer than one
16 academic year for the purpose of satisfying 12.3.4.5.1.
- 17 12.3.4.5.2 Follow the plan submitted as a basis for the leave request or secure
18 approval from the Employer for an alternative plan;
- 19 12.3.4.5.3 Repay all leave compensation to the College if provisions of 12.3.4.5.1 and
20 12.3.4.5.2 are not met.
- 21 12.3.4.6 By the end of the first quarter of return from leave, sabbatical leave
22 participants shall present to the Board of Trustees a complete and detailed
23 report covering leave activities and achievement of plan objectives.
- 24 12.4 **Stipends:** Stipends, for the purpose of this contract, refer to professional
25 development funding.
- 26 12.4.1 The deadline for stipend applications is May 15 for the following academic year.
- 27 12.4.1.1 Stipend requests shall be evaluated based on considerations as outlined in
28 12.1. The Sabbatical and Stipends committee will review applications and
29 make recommendations to the Vice President of Instruction by May 22. The
30 Vice President of Instruction will make a final decision and will notify all
31 applicants by May 29. Those offered stipends shall accept or decline the
32 award by June 5 or the offers will be withdrawn.
- 33 12.4.1.2 The stipends shall be distributed upon completion of the activity and
34 submission of a brief written report to the Vice President of Instruction or
35 designee.
- 36 12.4.1.3 **Special Leave Consideration** (Full-time Academic employees): Special
37 consideration will be given to requests for professional leave of absence
38 without pay for extended professional development for academic employees
39 who wish to retrain for another position currently available or planned to be
40 available at the College.
- 41

1 **Article 13 – Academic Employee Evaluations**

2 **13.1 Evaluation Of Tenured And Annualized Associate Faculty**

3 13.1.1 Tenured and annualized associate evaluation committees shall consist of the
4 Chief Instructional Administrator or designee, a tenured academic employee
5 chosen by the Dean or Vice President of the evaluatee's administrative unit (Arts
6 and Sciences, Professional and Technical Education, Basic Education for Adults,
7 Library, or Counseling), and a tenured academic employee chosen by the evaluatee.

8 13.1.2 Tenured and annualized associated faculty shall be evaluated no less than once
9 every five (5) years. The evaluation reports shall be forwarded from the
10 responsible committees through the Chief Instructional Administrator to the
11 President.

12 13.1.3 In the spring quarter before the fall quarter of the year in which a tenured or
13 annualized associate faculty member is to be evaluated, the committee shall be
14 formed and the evaluatee notified of the evaluation process.

15 13.1.4 In the quarter before the evaluation, the evaluatee will compile and send to the
16 committee:

17 13.1.4.1 a completed self evaluation using a format to be prescribed by the committee;

18 13.1.4.2 one evaluation by students in each class being taught in the quarter of
19 evaluation, using a format approved by the committee (e.g., student
20 evaluation, Small Group Instructional Diagnosis (SGID), on-line);

21 13.1.4.3 a syllabus for each class taught in the quarter of evaluation;

22 13.1.4.4 a five (5) year professional development plan;

23 13.1.4.5 at the discretion of the committee or the evaluatee, a SGID or video tape of one
24 class.

25 13.1.5 Each committee member will observe at least one class and write an evaluation
26 report for each completed observation.

27 13.1.6 The committee will meet with the evaluatee to share its findings and
28 recommendations.

29 13.1.7 The final report will be forwarded to the evaluatee's personnel file with any
30 comments from the evaluatee. The report will recommend either reevaluation in
31 five years, or corrective action and reevaluation in one year.

32 13.1.8 The requirements for an evaluation of a non-teaching evaluatee may necessitate
33 replacing methods of evaluation such as class observations and student
34 evaluations of teaching performance. It is the committee's responsibility to
35 specify other methods to be used for the evaluation.

36 **13.2 Evaluation Of Probationary Faculty**

37 13.2.1 At the initiation of the appropriate Administrator, an evaluation committee for
38 each probationary faculty member shall be constituted as follows:

39 13.2.1.1 Three (3) tenured academic employees elected for a three year term by the
40 Faculty Senate from the faculty at large during the spring quarter before the

- 1 probationer's first fall quarter. Tenured faculty committee members must
2 have duty assignments which are primarily non-administrative.
- 3 13.2.1.2 One (1) full-time student appointed by the ASC (a new appointment may be
4 needed prior to the end of the term if the student graduates or leaves);
- 5 13.2.1.3 One (1) administrator appointed by the Chief Instructional Administrator.
- 6 13.2.1.4 The committee membership shall remain the same for the probationary
7 period so long as each member is employed by Peninsula College.
- 8 13.2.2 The appropriate Administrator or designee shall be responsible for publishing
9 the evaluation committee members' names and for setting the evaluation
10 schedule.
- 11 13.2.3 A formal evaluation report shall be prepared on each probationary faculty by the
12 conclusion of the first month of the second quarter of each probationary year.
13 These reports shall be forwarded from the committee through the Administrator
14 to the President.
- 15 13.2.4 Upon beginning employment, the probationer will be notified of the evaluation
16 process. The committee, at its discretion, may request the probationer to meet
17 requirements other than those listed below; however, the minimum annual
18 requirements for the evaluation are:
- 19 13.2.4.1 completion of a self-evaluation using a form or format to be prescribed by the
20 committee;
- 21 13.2.4.2 one evaluation by students, using a format approved by the committee (e.g.,
22 student evaluation, SGID, on-line), in each class being taught during one
23 quarter each year;
- 24 13.2.4.3 an observation of one class/course session done by each committee member;
- 25 13.2.4.4 a syllabus for each course being taught;
- 26 13.2.4.5 a completed five (5) year professional development plan;
- 27 13.2.5 The committee will meet with the probationer a minimum of two (2) times each
28 year. At the initial meeting, the committee will explain the process to be used
29 and request input from the probationer.
- 30 13.2.6 A second meeting will be for the purpose of sharing the results of the evaluation
31 with the probationer.
- 32 13.2.7 A third meeting may be held subsequent to the time the probationer has had an
33 opportunity to read the committee report(s), at which time the probationer may
34 request clarification or may add his/her own reactions to the report. The
35 evaluation report will include:
- 36 13.2.7.1 either a composite, or individual reports written by each committee member
37 based upon discussions with the probationer, other faculty members, and
38 observations made of class sessions. The report(s) will detail the probationer's
39 strengths as a teacher, counselor, or librarian, deficiencies, and a list of
40 improvements to be made in performance as a Peninsula College academic
41 employee;

- 1 13.2.7.2 summaries of all student evaluations;
- 2 13.2.7.3 the probationer's self-evaluation;
- 3 13.2.7.4 a recommendation either to continue or discontinue the probationary status
4 of the probationer.
- 5 13.2.8 A recommendation to dismiss or grant tenure may be given after reasonable
6 consideration by the committee or a recommendation may be forwarded to
7 extend probationary status up to one year in accordance with RCW 28B.50.852.
- 8 13.2.9 The requirements for an evaluation of a non-teaching probationer may
9 necessitate replacing methods of evaluation such as class observations and
10 student evaluations of teaching performance. It is the committee's responsibility
11 to specify other methods to be used for the evaluation.
- 12 13.2.10 By February 1 of the final probationary period the review committee shall submit
13 a recommendation to award or not to award tenure. This recommendation shall
14 be forwarded to the trustees through the appropriate Administrator and the
15 President. The trustees, after the consideration of the committee's
16 recommendations, shall decide whether tenure shall be awarded. Probationary
17 faculty will be notified in writing of the trustees' decision not later than the
18 conclusion of winter quarter in the final probationary year.
- 19 13.2.11 Unless excused in writing by the President, all faculty and administrators on
20 probationary review committees will serve the full probationary term. Should a
21 committee member be excused, a replacement will be nominated and approved
22 according to the terms of this Contract.

23 13.3 Evaluation Criteria

24 13.3.1 Criteria for teaching academic employees

25 The teaching academic employee will:

- 26 13.3.1.1 Develop, assess, improve, and deliver curriculum;
- 27 13.3.1.2 Teach assigned courses in accordance with course descriptions and learning
28 outcomes outlined in the syllabi;
- 29 13.3.1.3 Utilize appropriate technology to facilitate teaching and learning;
- 30 13.3.1.4 Provide learning opportunities to students in assigned classes in an
31 atmosphere that promotes learning and in a manner consistent with college
32 policies;
- 33 13.3.1.5 Through the course syllabus, orient students at the beginning of each course
34 to the objectives of the course, learning outcomes, assessment methods, basis
35 of grading, attendance requirement, the nature of assignments and class
36 requirements;
- 37 13.3.1.6 Obtain and maintain sufficient learning assessment data in order to provide
38 a valid and reasonable basis for assignment of grades;
- 39 13.3.1.7 Provide records and data needed to comply with federal and state
40 requirements and regional accreditation standards.
- 41 13.3.1.8 Maintain regularly scheduled and posted office hours for assisting students;

Full-time classroom academic employees:

- 1
- 2 13.3.1.9 Participate in student academic advising;
- 3 13.3.1.10 Serve on College committees, which include ad hoc committees, strategic
4 College priority committees, and standing committees as defined in the
5 procedure for Board Policy 159;
- 6 13.3.1.11 Serve on faculty hiring committees, tenure committees, post-tenure review
7 committees, and Reduction in Force (RIF) Committee, as assigned
- 8 13.3.1.12 Participate in scheduled division meetings and academic employee meetings;
- 9 13.3.1.13 Maintain a Professional Development Plan that ensures continuing education
10 and ongoing currency in one's instructional area(s).
- 11 13.3.1.14 Participate in annual planning and assessment.

12 **13.3.2 Criteria for Librarians**

13 The academic librarian will:

- 14 13.3.2.1 Develop, assess, improve, and deliver curriculum-based instruction;
- 15 13.3.2.2 Provide instructional sessions that achieve the learning outcomes of the
16 Library Media Center (LMC) instructional program and course-specific
17 information competencies;
- 18 13.3.2.3 Gather, organize and/or create course materials that facilitate learning;
- 19 13.3.2.4 Utilize learner-centered technologies in developing and delivering
20 instruction, providing research support, and performing professional duties;
- 21 13.3.2.5 Provide expert learning opportunities to students in instructional sessions in
22 an atmosphere that promotes learning and in a manner consistent with
23 college policies;
- 24 13.3.2.6 Orient students at the beginning of each instructional session to the
25 objectives and learning outcomes of the curriculum;
- 26 13.3.2.7 Obtain and maintain sufficient data to continuously improve instruction and
27 other librarian duties;
- 28 13.3.2.8 Provide records and documents needed to fulfill the instructional mission of
29 the college and comply with federal and state requirements and regional
30 accreditation standards;
- 31 13.3.2.9 Maintain regularly scheduled and posted hours for assisting students with
32 research questions and reference consultations;

33 **Full-time librarians:**

- 34 13.3.2.10 Develop library collections.
- 35 13.3.2.11 Serve on College committees, which include ad hoc committees, strategic
36 College priority committees, and standing committees as defined in the
37 procedure for Board Policy 159;

- 1 13.3.2.12 Serve on faculty hiring committees, tenure committees, post-tenure review
2 committees, and Reduction in Force (RIF) Committee, as assigned;
- 3 13.3.2.13 Participate in scheduled Library Media Center meetings;
- 4 13.3.2.14 Create and regularly maintain a Professional Development Plan that ensures
5 continuing education and ongoing currency in the field of information science.
- 6 13.3.2.15 Participate in annual planning and assessment.

7 **13.3.3 Criteria for Counselors**

8 The counselor will:

- 9 13.3.3.1 Provide guidance and career counseling to prospective and enrolled students;
- 10 13.3.3.2 Provide intake interviews and advising for students prior to assigning them
11 to teaching academic employee for advising at the program level;
- 12 13.3.3.3 Provide group facilitation or leadership for support groups, special interest
13 groups, etc.;
- 14 13.3.3.4 Work with academic employees and staff to provide problem solving for
15 intervention strategies;
- 16 13.3.3.5 Provide leadership for programs offered through the Counseling Center;
- 17 13.3.3.6 Provide career/life planning classes, workshops and activities;
- 18 13.3.3.7 Act as a liaison with college programs of study;

19 **Full-time counselors:**

- 20 13.3.3.8 Provide educational advising training for academic employee and staff;
- 21 13.3.3.9 Act as a liaison with community businesses and organizations referring
22 prospective students to college;
- 23 13.3.3.10 Serve on College committees, which include ad hoc committees, strategic
24 College priority committees, and standing committees as defined in the
25 procedure for Board Policy 159;
- 26 13.3.3.11 Serve on faculty hiring committees, tenure committees, post-tenure review
27 committees, and Reduction in Force (RIF) Committee, as assigned;
- 28 13.3.3.12 Create and regularly maintain a Professional Development Plan that ensures
29 continuing education and currency in the field.
- 30 13.3.3.13 Participate in annual planning and assessment.

31 **13.4 Disposition Of Evaluations**

1 13.4.1 The result of evaluations shall be communicated only to the evaluated faculty
2 member, appropriate Dean, or Vice President, Chief Instructional Administrator,
3 the President, and the Trustees. All evaluation reports shall be signed by the
4 evaluatee and become part of the permanent personnel file of each evaluated
5 academic employee.

6 13.4.2 If the evaluatee wishes to add a statement to the report, he/she may do so.

7 **13.5 Evaluation Of Associate and Part-Time Academic Employee**

8 13.5.1 Associate and part time academic employees shall be evaluated within the first
9 year of employment and then no less than once every five (5) years.

10 13.5.2 The part-time academic employee to be evaluated will be notified in fall quarter
11 by the appropriate Administrator. The evaluation consists of:

12 13.5.2.1 A completed self-evaluation on a form provided by the appropriate
13 Administrator.

14 13.5.2.2 An instructor evaluation form to be filled out by students in all classes the
15 part-time academic employee teaches during the quarter of the evaluation.

16 13.5.2.3 A classroom visitation and evaluation by a current or former full-time
17 Academic Employee or appropriate Administrator.

18 13.5.3 The Administrator will review the evaluation materials and communicate with
19 the part-time academic employee regarding the evaluation and any
20 recommendations or actions. All evaluation reports shall be signed by the
21 evaluatee and become part of the permanent personnel file of each evaluated
22 academic employee.

23 13.5.4 If the evaluatee wishes to add a statement to the report, he/she may do so.

24 13.5.5 Re-evaluation will be completed in a subsequent quarter whenever the
25 supervisor judges it is warranted; otherwise, re-evaluations will occur in no less
26 than five years for part-time academic employees continuing to teach for
27 Peninsula College.

28 13.5.6 The evaluation criteria shall be as described in 13.3

29 13.5.7 The result of evaluations will become part of the departmental files.

30 13.5.8 This evaluation process does not apply to part-time academic employees teaching
31 only non-transcribed courses. Evaluations for these employees will be
32 determined by the appropriate instructional administrator.

33

1 **Article 14 – Intellectual Property Rights**

2 14.1 The College recognizes the right of an academic employee to exercise individual
3 initiative in creating materials that are protected under federal copyright statutes
4 and that may generate royalty income for the creator when marketed. Additionally,
5 the College further encourages the academic employee to exercise this right of
6 initiative. This contract does not affect the personal ownership rights of academic
7 employee to intellectual property generated independently of the college.

8 14.2 **Individual Effort:**

9 Any academic employee who produces copyright-eligible material as the result of
10 individual initiative and without the assistance, support or sponsorship of the
11 college shall retain full right of ownership, control, use and disposition over the
12 material. The individual shall be solely responsible under such circumstances for
13 determining whether to copyright the material. The academic employee is not
14 required to report to the college his/her copyright-eligible material.

15 14.3 **College Supported Individual Effort:**

16 Ownership rights in materials copyrighted/patented and marketed shall reside
17 evenly between the academic employee and the college unless an alternative shared
18 ownership contract is negotiated prior to initiating the copyright/patent procedure
19 providing an academic employee receives the support or assistance of the College.
20 Such support shall include, but not be limited to, use of College funds, equipment,
21 facilities, materials, staff services, or other resources.

22 14.4 **College Sponsored Effort:**

23 Ownership rights in college-sponsored materials shall be vested in the college.
24 Materials are College-sponsored if the academic employee has been contracted by
25 the College specifically to develop original material. The College will negotiate an
26 employment contract with an academic employee that identifies and defines those
27 materials to be developed and the compensation for the development of those
28 materials. Those specific materials identified and defined by the contract will be the
29 property of the College and will not be used in support of any non-Peninsula College
30 curriculum without written permission of the College and the aforementioned
31 employee.

32 14.5 **Third Parties Supported Efforts:**

33 Ownership of materials developed as a result of third party support initiated by the
34 third party or the college shall be subject to 14.4 above. Ownership of materials
35 developed as a result of third party support initiated by the academic employee and
36 proposed to the college shall be negotiated prior to the submission of the grant
37 request.

38 14.6 **Curriculum**

39 Academic employees develop curriculum, teach classes and gather, organize, and
40 create course materials that facilitate the teaching and learning experience.

41 14.6.1 **Definitions:**

42 14.6.1.1 Curriculum is defined as a comprehensive body of courses in a program of
43 study.

- 1 14.6.1.2 A course is the product of academic employee design. It is a planned unit of
2 study with broad and specific objectives and with strategies for achieving
3 those objectives.
- 4 14.6.1.3 Course materials are the fixed expression of ideas and resources that are
5 used as the basis of a course. Course materials are used to:
- 6 14.6.1.3.1 Explain course content,
7 14.6.1.3.2 Illustrate course concepts,
8 14.6.1.3.3 Illuminate certain portions of a course, and/or
9 14.6.1.3.4 Convey the content of the course as a means of achieving course
10 outcomes.
- 11 14.6.2 Course materials may include original work developed by an academic employee
12 as well as commercially available materials such as textbooks, instructional
13 media, library resources and/ or Web-based resources.
- 14 14.6.3 Ownership: The College authorizes and owns curriculum. The academic
15 employee and the College will co-own original course materials developed in
16 support of College curricula according to the following provisions:
- 17 14.6.3.1 The College will not use or re-assign course materials developed by one
18 academic employee to any other academic employee without written consent
19 of the creator of those course materials, unless the academic employee has
20 been specially contracted to develop those curricular elements;
- 21 14.6.3.2 The academic employee who has developed original course materials in
22 support of a class, for which the College has provided compensation, may not
23 use those course materials in support of any non-Peninsula College
24 curriculum without written consent of the College;
- 25 14.6.3.3 The academic employee, who has developed original course materials in
26 support of a class for which the College has provided compensation, may not
27 derive any royalty benefits without a written contract between the academic
28 employee and the College (see College Supported Individual Effort above).
29

1 **The Employer and the Association agree to open this section to discuss academic**
2 **employee release time for teaching BAS courses and for serving in leadership**
3 **positions.**

4
5 **Article 15 – Compensation**

6 **15.1 Full-time Salary Schedule Index**

7 15.1.1 Pay for full-time and annualized associate academic employee shall be computed
8 from the full-time academic employee salary schedule (Appendix B.)

9 15.1.2 Full Time Academic employee Salary Payment Options:

10 15.1.2.1 The regular paycheck schedule shall consist of equal payments (beginning
11 October 10 and ending June 25), minus any deductions, calculated from the
12 annual contract, unless the Balloon Payment Option below is selected.

13 15.1.2.2 A Balloon Payment Option, available to full-time academic employee only,
14 may be requested by completing the Balloon Payment Request Authorization
15 form in the HR/Payroll Office prior to the end of September of the current
16 academic year. Once this authorization has been given, it is in effect
17 continuously (every academic year) and may only be rescinded in the month
18 of September of any new academic year by completing a Balloon Payment
19 Cancellation form. Changes in other periods cannot be accommodated. This
20 option will divide the annual contracted salary into 24 equal parts. Payment
21 1-17 will reflect 1/24th of the annual gross earnings. Payment 18 will reflect
22 7/24th of the annual gross earnings. There are tax and deduction
23 ramifications that can occur with this option, which are the responsibility of
24 the academic employee.

25 15.1.2.3 Exceptions to either of these payroll options must be approved by the Chief
26 Instructional Administrator and the Director of Human Resources

27 15.1.2.4 Peninsula College accepts no responsibility for the individual academic
28 employee's decision.

29 **15.2 Initial Academic employee Salary Placement – Academic**

30 15.2.1 Horizontal (Lane)

31 15.2.1.1 Initial horizontal salary placement is assigned upon the basis of official
32 documented evidence of college and university degree and credit awards.
33 Degrees and credits acceptable for salary placement must be from accredited
34 colleges and universities listed in the directory published by the American
35 Council on Education.

36 15.2.1.2 Initial placement is set at the highest documented relevant degree level plus
37 appropriate credit hours earned subsequent to the date of that degree. Credit
38 allowances beyond degree levels must be pertinent to the area of assignment
39 and are subject to review and approval.

40 15.2.1.3 No placements are made beyond documented degree and credit levels.

- 1 15.2.1.4 All degrees and credits claimed for salary placement must be listed upon the
2 initial application. Degrees and credits completed prior to employment, but
3 not claimed initially, will not be allowed for salary credit at any time
4 subsequent to employment.
- 5 15.2.1.5 All degrees and credits claimed for salary placement must be documented
6 within one (1) quarter of employment. Salary placement will not be re-
7 evaluated for documentation furnished subsequent to the one (1) quarter
8 grace period.
- 9 15.2.1.6 The terms "Bachelor of Arts," "Master of Arts," and "Doctor of Philosophy," as
10 used typically in the salary schedule to describe academic qualifications, are
11 not restrictive. Any bachelor's, master's, or doctor's degree appropriate to the
12 teaching assignment and meeting the requirements of 16.2.1.1 above will be
13 approved for salary placement.
- 14 15.2.1.7 All degree and credit documentation is established through official college
15 and university transcripts which are sent directly from the issuing college or
16 university to the Peninsula College Human Resources Office.
- 17 15.2.2 Vertical (Step)
- 18 15.2.2.1 Step placement (experience credit) is determined only by a documented
19 record of acceptable professional academic experience.
- 20 15.2.2.2 No step credit is allowed for undocumented teaching experience.
21 Documentation may be established by letters of affidavit or certification, or
22 by other acceptable official records.
- 23 15.2.2.3 Valid experience is based on credit taught in an accredited public or private
24 institution. For salary placement purposes one year equals 45 quarter credits
25 or 30 semester credits. This experience cannot exceed 1 year annually.
- 26 15.2.2.4 No experience credit is allowed for teaching assistantship.
- 27 15.2.2.5 Initial vertical placement is made at the level one step beyond the number of
28 experience years allowed.

Step	Years of Experience
A	ABANDONED
B	0 through 6
C	7 through 9
D	10 through 12
E	13 through 15
F	16 through 18
G	19 through 21
H	22 through 24
I	25 through 27

J	28 through 30
K	31 through 33
L	34 through 36
M	37 through 39
N	40 through 42

1

2 **15.3 Initial Academic Employee Salary Placement – Professional/Technical**

3 15.3.1 Horizontal (Lane)

4 15.3.1.1 Horizontal placement may include both academic and experience credits;
5 however, academic credits must be documented according to the
6 requirements for academic placement, and experience credits must be
7 documented by letters of affidavit or certification, or by other acceptable
8 means. All degrees, credits, and experience must be listed upon the initial
9 application.

10 15.3.1.2 Practical (industrial) experience may be used only to determine horizontal
11 placement.

12 15.3.1.3 Placement in Lane 2 of the salary schedule requires a period of basic
13 qualification (journeyman status in apprenticeable trades, five years'
14 full-time professional experience, or a masters degree where applicable).

15 15.3.1.4 Initial placement beyond Lane 2 is based upon credit beyond the masters
16 degree and/or experience credits. Experience credits (full-time employment)
17 are counted at the rate of two (2) years' documented and relevant experience
18 to ten (10) academic credits.

19 15.3.2 Vertical (Step)

20 Vertical placement is determined upon the same basis as in Academic Placement
21 except that documented teaching experience in an industrial setting may be
22 counted toward initial placement. This experience must meet the same
23 qualifying restrictions as in Academic Placement. Placement of vocational
24 academic employees shall be determined by whether academic or vocational
25 placement is more beneficial to the employee. This provision does not eliminate
26 the requirement for academic degree qualifications where specified.

27 15.3.3 For Special Consideration Placement

28 In special circumstances, initial compensation for academic employees may be
29 set by the President using relevant work experience in determining initial
30 placement on the salary schedule with notification to the Association president.

1 **15.4 Salary Schedule Advancement**

2 15.4.1 Horizontal

3 Salary advancement is based upon obtaining a higher level degree.

4 15.4.2 Vertical

5 Full-time and associate academic employees working 50% or more will be
6 credited with one full year of service if funding is approved by the legislature.

7 **15.5 Association involvement in Salary placement**

8 An Association representative shall be invited to meet with new hires during
9 Human Resource orientation to answer questions about working conditions
10 including salary placement.

11

1 **The Employer and the Association agree to the ongoing organization of this**
2 **Article, which shall conform to the process of “non-substantive modifications for**
3 **clarity and usage” stipulated in Article 21 of this Contract.**

4 15.6 Faculty who teach courses in Peninsula College’s Bachelors degree program(s) are
5 awarded one class equivalent of release time for each class they teach up to a
6 maximum of three per year. The purpose of this release time is for faculty to conduct
7 scholarship in their fields to enhance their teaching.

8 15.7 Full-time academic employees contracted beyond normal instructional loads
9 (moonlight assignment) shall be compensated according to the part-time instructor
10 salary schedule for such additional assignments.

11 15.8 Full-time and Associate academic employees teaching in areas requiring
12 certification will be reimbursed for the certification classes and tests upon successful
13 completion of the certification class or test.

14 15.9 Academic employees supervising internships shall be compensated by a \$75.00
15 stipend per student per quarter. Internships shall not be a factor in load calculation.

16 15.10 Payment for supervising student learning experiences outside the Job Description
17 expectations stated in 10.1 must be approved in advance by the Vice President of
18 Instruction. Any payment under this section shall not be a factor in load calculation.

19 15.11 Payment for substitute classroom instruction shall be made at the current part time
20 hourly rate for lab classes and \$35/per lecture hour for lecture classes provided that
21 substitute academic employees are assigned and authorized in advance by the
22 appropriate chief instructional administrator or designee. Full-time academic
23 employees shall not be required to substitute as a part of their normal assignments.

24 15.12 All part time academic employees who teach at least fifty percent (50%) will be paid
25 for one hour per week office time. The rate of pay will be set at the hourly rate for
26 each academic employee determined by the part time salary schedule. This does not
27 apply to non-transcripted community education offerings.

28 15.13 In implementing Section 10.2.1 the following conditions shall apply:

29 15.13.1 Overloads shall be computed on an annual basis by adding the weekly contact
30 hours for each of the three quarters. Hours in excess of normal annualized hours
31 shall be compensated from the part time salary schedule.

32 15.13.2 An academic employee in two or more instructional areas shall have workload
33 computed on a pro rata basis.

34 15.13.3 The maximum workload may be exceeded without compensation when requested
35 by the individual academic employee and approved by the appropriate
36 administrator.

37 15.13.4 Librarians and Counseling academic employees required to work beyond the
38 number of contract days will be compensated on a pro rata basis; however,
39 contracted days may be assigned, in consultation with the affected employee, as
40 program needs require, over four consecutive quarters, including summer
41 quarter.

- 1 15.14 Faculty working with Honors Student capstone projects may be paid one of two
2 ways. A determination of the type of faculty relationship required for the project
3 shall be made by the appropriate instructional administrator. Honors work shall not
4 be a factor in load calculation.
- 5 15.14.1 Faculty mentoring relationship occurs when a faculty member works with an
6 Honors student who has enrolled in 1 or 2 credits of independent study, the
7 student is working largely independent and the faculty involvement in the
8 honors project is limited to meeting with the student an average of one hour a
9 week during the quarter. Faculty mentors of honors projects shall be paid the
10 lecture hourly rate per Article 10.27.7 times 11 weeks per student per quarter,
11 No hourly pay is added to salary.
- 12 15.14.2 Faculty-directed capstone projects occur when an Honors student takes a 1 or 2
13 credit class designed to have students participate in a research project in which
14 the faculty member is engaged. The faculty involved in directed capstone projects
15 shall be paid according to the part time salary schedule (Appendix C) with a full
16 class capacity set at five students. Courses with fewer than 5 students shall have
17 the salary prorated based on five being full time.
- 18 15.15 Faculty engaged in Prior Learning Assessment (PLA) shall be paid \$175 per student
19 per class that is being assessed. PLA work includes assessment of student portfolio
20 outcomes and/or work to develop and assess challenge exams for which a student
21 has been approved for PLA consideration. This payment includes all work related to
22 the PLA but does not cover instructional pay for teaching HUMDV 100, Portfolio for
23 Prior Learning. Payment is made at completion of the assessment. PLA work shall
24 not be a factor in load calculation.

1 **Article 16 – Dismissal**

2 **16.1 Purpose**

3 Tenured academic employees shall not be dismissed from their appointments except
4 for sufficient cause. Corrective action appropriate to the specific facts of the case will
5 be taken prior to dismissal in an attempt to resolve the matter without instituting
6 the formal dismissal procedures. Furthermore, academic employees who hold
7 probationary appointment, or, annualized associate, or part-time contracts shall not
8 be dismissed prior to the dates established in the written terms of their
9 appointments except for sufficient cause. Sufficient cause for dismissal includes but
10 is not limited to, gross or continued unsatisfactory performance; blatant disregard
11 for terms of this Agreement or College policies and regulations; insubordination;
12 dishonesty, conflict of interest, and causes identified in the Washington State
13 statutes (RCW 28B.50.862).

14 The due process procedure outlined in Article 7 will be followed.

15 **16.2 Dismissal/RIF Review Procedure**

16 **16.2.1 Dismissal/RIF Review Committee:** A Dismissal/RIF Review committee shall be
17 created for the express purpose of making recommendations to the Board of
18 Trustees relating to the dismissal of tenured and probationary academic
19 employees of the College.

20 **16.2.1.1** The Dismissal/RIF Review committee shall be established prior to June 30
21 each year and shall serve for the following twelve months. Those members of
22 this committee who receive a notice of dismissal shall be excused from
23 serving on the review committee.

24 **16.2.1.2** The Dismissal/RIF Review committee shall be comprised of the following
25 members:

26 one (1) administrator;

27 three (3) tenured academic employees.

28 **16.2.1.3** Prior to June 10 the Faculty Senate will nominate a minimum of six (6)
29 tenured academic employees. The Association will vote to determine
30 committee membership. The three persons receiving the most votes shall be
31 elected as members of the review committee. The persons receiving the next
32 highest number of votes shall be elected as alternates. The alternate
33 receiving the greatest number of votes shall be Alternate #1, the next greatest
34 number shall be Alternate #2, and third greatest number, Alternate #3.

35 **16.2.1.4** Academic employees affected shall each have one preemptory challenge that
36 may be exercised against one of the three academic members of the
37 Dismissal/RIF Review committee. In the event a Dismissal/RIF Review
38 committee member is challenged or cannot serve, an alternate as listed in
39 16.2.13 shall serve.

40 **16.2.1.5** The Dismissal/RIF Review committee will select one of its members to serve
41 as chair.

1 **16.3 Procedure For Dismissal**

2 16.3.1 When the President receives or initiates a formal written recommendation about
3 an academic employee that may warrant dismissal, the President shall inform
4 the academic employee.

5 16.3.2 Within ten (10) work days after having been so informed, the academic employee
6 will be afforded an opportunity to meet with the President or designee and the
7 Association President or designee. At this preliminary meeting, which shall be
8 an information-gathering session, an adjustment may be mutually agreed upon.

9 16.3.3 If the matter is not settled or adjusted to the satisfaction of the College
10 President, the President shall recommend that the academic employee be
11 dismissed.

12 16.3.4 If the President recommends that the academic employee be dismissed, the
13 President shall deliver a short and plain statement in writing to the academic
14 employee which shall contain:

15 16.3.4.1 the grounds for dismissal in reasonable particularity;

16 16.3.4.2 a statement of the legal authority and jurisdiction under which a hearing
17 may be held;

18 16.3.4.3 reference to any particular statutes or rules involved.

19 **16.4 Hearing**

20 16.4.1 After notification of the President's recommendation for dismissal, the affected
21 academic employee may, within the following ten (10) work days, request in
22 writing a hearing.

23 16.4.2 If the President does not receive this request within the ten (10) days, the
24 academic employee's right to a hearing will be deemed waived.

25 16.4.3 If the President receives a request for a hearing, the Dismissal/RIF Review
26 committee will be convened and the previously mentioned statement shall be
27 delivered to the members. The President also shall notify the Board of Trustees
28 of the request for a hearing.

29 16.4.4 The Board of Trustees shall then appoint a hearing examiner whose
30 responsibilities shall be to establish a date for a hearing and to inform, in
31 writing, the academic employee, the President, the Association, and the
32 Dismissal/RIF Review committee of the time, date, and place of such hearing.
33 The place of hearing shall be in Port Angeles, Washington.

34 16.4.5 The hearing examiner shall not be a Community College Board member,
35 Community College employee, member of the State Board for Community and
36 Technical College's staff, or a Washington State Attorney General employee.

37 16.4.6 This scheduled hearing shall not be held prior to the twenty-first (21) work day
38 following notification of the President that the employee requested a hearing.

39 16.4.7 In the presence of the Dismissal/RIF Review committee, the hearing examiner
40 shall:

41 16.4.7.1 preside over the dismissal hearing;

- 1 16.4.7.2 conduct the hearing with all due speed until the hearing is terminated;
- 2 16.4.7.3 hear testimony, under oath, from all individuals called by the President, the
3 employee, the Dismissal/RIF Review committee, or the hearing examiner,
4 and receive any evidence offered by the same;
- 5 16.4.7.4 afford the academic employee whose case is being heard the right of cross-
6 examination, the opportunity to defend him/herself, and to be represented by
7 legal counsel;
- 8 16.4.7.5 allow the College administration to be represented by an assistant attorney
9 general; and
- 10 16.4.7.6 make all rulings regarding the evidentiary and procedural issues presented
11 during the course of the Dismissal/RIF Review committee hearings.
- 12 16.4.8 The hearing shall be closed unless the hearing examiner determines otherwise.
- 13 16.4.9 Following the presentation of testimony and evidence, the hearing examiner
14 shall afford the official advocates for the employee and the College
15 administration the opportunity to present oral arguments. The hearing examiner
16 may request written briefs to be submitted within five (5) work days.
- 17 16.4.10 Within fifteen (15) work days of the conclusion of all hearing testimony, evidence,
18 oral arguments, and written briefs, the Dismissal/RIF Review committee and the
19 hearing examiner shall make their written recommendations to the Board of
20 Trustees. A copy of such recommendations shall also be given at the same time to
21 the employee, the Association and to the President.
- 22 **16.5 Decision by the Board of Trustees**
- 23 16.5.1 15.5.1 The decision to dismiss shall rest, with respect to both facts and decision,
24 with the Board of Trustees after considering the recommendations of the
25 President, the Dismissal/RIF Review committee, and the hearing examiner.
26 Those recommendations shall be advisory only and in no respect binding in fact
27 or law upon the Board of Trustees.
- 28 16.5.2 The Board of Trustees shall meet within a reasonable time subsequent to its
29 receipt of the recommendations from the Dismissal/RIF Review Committee to
30 consider those recommendations. The Board of Trustees shall afford the
31 employee, the Association, and the President the right to oral and written
32 argument with respect to the issues pertinent to the academic employee's
33 dismissal. The Board of Trustees shall also afford the hearing examiner the right
34 to present his/her findings. Parties shall have the right to a representative of
35 their choice. The Board of Trustees may hold such other proceedings, as it deems
36 advisable, before reaching its decision.
- 37 16.5.3 A record of the proceedings at the Board level shall be made. The final decision of
38 the Board of Trustees shall be based upon the sworn testimony and exhibits
39 made before the Dismissal/RIF Review Committee. Before making a final
40 decision the Board shall consider the arguments of the parties and the
41 recommendations of the Dismissal/RIF Review Committee. The Board of
42 Trustees shall, within fifteen (15) work days following the conclusion of its
43 review, notify the academic employee, in writing, of its final decision.

1 16.5.4 Suspension of the academic employee by the President during the administrative
2 dismissal proceedings (prior to the final decision of the Board of Trustees) is
3 justified if continuance poses an immediate harm to self or others. Any such
4 suspension shall be without pay if dismissal is upheld.

5 16.5.5 If the Board of Trustees decides to retain the academic employee, or if the
6 Trustees' decision to dismiss an employee is reversed by a court, all evidence
7 concerning the dismissal will be removed from the academic employee's
8 permanent personnel file.

9

1 **Article 17 – Reduction in Force**

2 If a tenured or probationary academic employee is to be laid off for program termination or
3 reduction resulting from substantial decreases in enrollment, for changes in educational
4 policy adopted by the Board of Trustees, or substantial shortage of funds, the following
5 criteria and procedures will be implemented.

6 **17.1 Notification of Potential RIF**

7 17.1.1 The President, in consultation with administrative staff, will review the nature
8 of the problem facing the College.

9 If the President concludes that reductions in staff are or will be necessary in the
10 near future, he/she will give written notice of the potential reductions to the
11 Association.

12 17.1.2 The notice to the Association shall include the reasons for the proposed
13 reductions in staff and the number of academic employees to be considered for
14 layoff.

15 17.1.3 Employee Consultation and Response

16 17.1.3.1 The Association will have the right to meet and exchange information with
17 the President or designee, who shall fully document the potential need for
18 reductions in staff.

19 17.1.3.2 In the event the Association is not in agreement with the need for a RIF, it
20 may develop alternative proposals that shall be made available to the
21 President for consideration.

22 17.1.3.3 The President or designee shall meet with the Association within ten (10)
23 working days of receiving the Association's alternative proposal.

24 17.1.3.4 If no proposal is received by fifteen (15) working days or no agreement can be
25 reached, nothing in this section shall preclude the administration from
26 implementing this RIF policy.

27 **17.2 Reduction in Force (RIF) Considerations**

28 17.2.1 If the number of academic employees is to be reduced, the President, with advice
29 from the Chief Instructional Administrator, and the four top academic employees
30 (See 16.2.1.3) from the Dismissal/RIF Review committee, shall determine which
31 course offerings, programs or disciplines and/or other services are most necessary
32 to maintain quality education at Peninsula College. The President shall consider,
33 but not be limited to, the following factors:

34 17.2.1.1 the enrollment and the trends in enrollment for not less than two (2) years;

35 17.2.1.2 the goals and objectives of Peninsula College and the State Board for
36 Community and Technical Colleges;

37 17.2.1.3 information concerning academic employee vacancies occurring through
38 retirement, resignation, sabbaticals, and leaves of absence; and

39 17.2.1.4 the duties for which academic employees are needed.

1 17.2.2 If any courses or programs currently in the curriculum are to be eliminated, the
2 President shall identify those courses or programs and explain why they have
3 been judged not to be the most necessary offerings to maintain the best possible
4 quality educational opportunities at Peninsula College.

5 17.2.3 The Association shall be consulted before the termination of any professional
6 technical or liberal studies disciplines. If the Association is not in agreement
7 with the recommendations of the President, the Association may present its
8 opinions and recommendations for consideration to the President.

9 17.3 **Academic Employee RIF Criteria**

10 17.3.1 The Employer shall attempt to reassign full-time academic employees whose
11 courses/programs are being eliminated district-wide.

12 17.3.2 An academic employee shall be reassigned to instruct courses which the
13 President, with advice from the Chief Instructional Administrator and the
14 Dismissal/RIF Review committee and the academic employee, determines the
15 academic employee is qualified to instruct.

16 17.3.3 Special consideration for professional leave will be given to academic employees
17 who, due to enrollment difficulties, program obsolescence, or fiscal exigency, are
18 threatened with reduction in force (RIF) and wish to retrain for another position
19 currently available or planned to be available at the College.

20 17.3.4 If a reduction is necessary and there are qualified academic employees to replace
21 and perform all the needed duties of the academic employee to be laid off, the
22 President will utilize the following order of RIF within the affected discipline or
23 program, or, if no specific discipline or program area is affected, then within the
24 academic employees at large:

25 Part time;

26 Annualized associate;

27 Probationary appointees with the least seniority;

28 Full-time tenured academic employee with the least seniority.

29 17.3.5 Seniority shall be determined by establishing the date of the signing of the first
30 full-time employment notice for Peninsula College. Leaves of absence, sabbatical
31 leaves, and periods of layoff do not affect seniority. The longest terms of
32 employment, as thus established, shall be considered the highest level of
33 seniority.

34 17.3.6 In instances where academic employees have the same beginning date of
35 full-time employment, seniority shall be determined by the first effective date of
36 associate academic employee employment notice, if applicable.

37 17.3.7 Tenured or probationary academic employees shall not be laid off prior to the
38 completion of their current contract.

1 **17.4 Right to Recall**

2 17.4.1 A full-time tenured academic employee whose contract is not renewed as a result
3 of this reduction procedure has a right to a recall to a position, either a newly
4 created one or a vacancy, provided he/she is qualified as determined by the
5 College President.

6 17.4.2 The recall shall be in reversed seniority, the most senior first. Full-time tenured
7 academic employees who have been laid off will retain their accrued benefits
8 such as sick leave and seniority.

9 17.4.3 The right of recall shall extend two (2) years from the date of RIF. Upon recall,
10 they shall be placed at least at the next higher increment on the salary schedule
11 than at the time of layoff and will retain their tenured status.

12 **17.5 Procedures for Implementing Reduction in Force**

13 17.5.1 Order of Reduction:

14 17.5.1.1 Selection of Courses, Programs, Services to be Reduced: Upon conclusion of
15 discussions and consultation pursuant to 17.2.3. above, the number of
16 academic employees to be reduced from each program unit shall be based on
17 this determination.

18 17.5.1.2 Selection of Individuals: If a reduction is determined to be necessary within a
19 program unit, the order of reduction will be based on seniority pursuant to
20 17.3.4, 17.3.5., and 17.3.6.

21 17.5.1.3 Administrators holding tenure with Peninsula College shall have all
22 continuous full-time service with the district count toward seniority in the
23 event that they return to the program units.

24 17.5.2 Notification to Academic Employees Affected by Reduction-in-Force

25 17.5.2.1 When the president determines that a reduction-in-force as defined herein is
26 necessary and has selected the positions to be reduced, the initial step shall
27 be for the President or designee to meet with each affected employee and
28 discuss the proposed layoff with the individual employee in personal
29 conference that shall be an informal proceeding. The matter may be resolved
30 at this step by the use of alternatives such as retraining, reassignment, leave
31 of absence, retirement, resignation, etc. The affected employee has the right
32 to have an informal meeting with the President.

33 17.5.3 Formal Procedures Relating to Reduction-in-Force

34 17.5.3.1 If the College has determined that a reduction-in-force of tenured or
35 probationary faculty is necessary for the reasons set forth in Article 17, the
36 procedures set forth in RCW 28B.50.873 shall be followed and shall
37 supersede any contrary procedures in this contract.

38 17.5.3.1.1 All reduction-in-force cases will be consolidated for hearing purposes
39 before the same Dismissal/RIF Review Committee-Article 16.2.

40 17.5.3.1.2 The only issue to be determined by the Dismissal/RIF Review committee
41 shall be whether, under this Contract, the particular academic
42 employee(s) notified of dismissal are the appropriate ones to be laid off.

1 17.5.3.1.3 As per Dismissal (Article 16) no academic employee who has received a
2 layoff notice shall participate as a member of the reduction-in-force
3 review committee.

4 17.5.3.1.4 The College, in its role of appointing authority, shall make the final
5 determination regarding the necessity of a reduction-in-force and the
6 extent thereof.

7

1 **Article 18 – Emergency Closures**

2 If the College President determines that it is in the best interest of students and employees
3 that any of the College sites be closed because of emergency conditions, all affected
4 employees may be placed upon emergency leave status. If emergency closure is extended
5 beyond (2) two days, the College may be placed upon an extended daily class schedule to
6 make up the missed instructional time.

7

8

1 **Article 19 – Scope of Contract**

2 This Contract constitutes the negotiated Contract between the Employer and the
3 Association and supersedes any previous Contracts or understandings, whether oral or
4 written, between the parties. In addition, this Contract supersedes any rules, regulations,
5 policies, resolutions, or practices of the Employer that are contrary to, or inconsistent with,
6 its terms.

7 The Contract expressed herein constitutes the entire Contract between the parties, and no
8 oral statement shall add to or supersede any of its provisions.

9 The parties acknowledge that each has had the unlimited right and opportunity to make
10 demands and proposals with respect to any matter deemed a proper subject for
11 negotiations. The results of the exercise of that right and opportunity are set forth in this
12 Contract. Therefore, except as specifically stated in Articles 2 and 21, the Employer and the
13 Association, for the duration of this Contract, each voluntarily and without qualification
14 agree to waive the right to oblige the other party to negotiate with respect to any subject or
15 matter covered or not covered in this Contract unless mutually agreed otherwise.

16

1 **Article 20 – Retention of Rights**

2 Nothing contained herein shall be construed to deny or restrict to any academic employee,
3 rights and responsibilities he/she may have under the laws of the State of Washington and
4 the United States or other applicable regulations.

5

1 **Article 21 – Duration**

2 This Contract shall remain in full force and effect upon its execution to and including June
3 30, 2021. The Employer and the Association agree that Appendices B and C will be
4 reopened for negotiation at any time that salary adjustments are provided by legislative
5 action. The Employer and the Association agree to open the Contract solely for the narrow
6 purpose to incorporate separately negotiated MOA, remedy duplications, typos, errors of
7 fact and similar, non-substantive modifications for clarity and usage, in any one article or
8 in the document in total, at any time. The modified article(s) or entire re-edited document
9 shall be agreed to by both parties and documented with a revision date. Negotiations for a
10 subsequent Contract shall open beginning January 15, 2021. Negotiations shall take place
11 at times to be mutually planned. Any section of this Contract, including the Preamble and
12 all Appendices, may be reopened by mutual agreement at any time during the effective
13 period of the Contract. This Contract may be extended beyond June 30, 2021 by mutual
14 consent.

15

16 FOR THE

17 ASSOCIATION

Andrea Motyka, PCFA President
Andrea Motyka, PCFA President

6/12/18
Date

18

19

20

21 FOR THE

22 EMPLOYER

Mike Glenn
Mike Glenn, Chair, Board of Trustees
Community College District No. 1

6/12/18
Date

23

24

25

1 **The Employer and the Association agree to the ongoing organization of Appendix**
2 **A to ensure that the Articles in Appendix A align with the Articles in the main**
3 **body of the Contract. This organization shall conform to the process of “non-**
4 **substantive modifications for clarity and usage” stipulated in Article 21 of this**
5 **Contract.**

6
7 **APPENDIX A**

8 **Article 1 – Recognition**
9

10 21.1 The Employer recognizes the Association as the exclusive negotiating representative
11 for all academic employees employed by the Board for the purpose of exercising all
12 rights accorded academic employee organizations by RCW Chapter 28B.52. 020.

13 21.2 For the purposes of this contract, the term "academic employee" shall be
14 synonymous with “academic employee” as defined in RCW 28B.52.020 (“...means
15 any teacher, counselor, librarian ... whether full or part-time, with the exception of
16 the chief administrative officer of, and any administrator in, each college district”).
17 All other employees are excluded from the provisions of this Contract.

18

1 **Article 22 – Compliance and Conformity to Law**

2 22.1 Employment Notice: All employment notices shall be subject to and consistent with
3 Washington State Law, the terms and conditions of this Contract and for academic
4 employees employed for inmate education, the interagency agreement with the State
5 Board for Community and Technical Colleges. Any notice hereinafter issued shall be
6 subject to the terms of this Contract between the Board and the Association. This
7 Contract, however, shall not abrogate the rights of any academic employee under the
8 provisions of RCW 28B.52.050. If any notice contains language inconsistent with
9 this Contract, this Contract shall prevail unless law, legislative action, or the
10 interagency agreement supersedes contract provisions.

11 22.2 Should any section of this Contract be found contrary to existing law, the remainder
12 of the Contract shall not be affected. In such case, the parties shall enter into
13 immediate negotiations for arriving at a mutually satisfactory replacement of such
14 section.

15

1 **Article 23 – Management Rights**

2 The Board of Trustees has the responsibility and authority authorized in RCW
3 28B.50.140 to manage and direct the operations and activities of Community College
4 District No. 1. The exercise of these powers, rights, authorities, duties, and
5 responsibilities by the Board and the adoption of such rules, regulations, and
6 policies as it may deem necessary shall be limited only by the specific and expressed
7 terms of this Contract.

8

1 **Article 24 – Association Rights**

2 **24.1 Exclusivity:** The rights and privileges of the Association as the exclusive collective
3 bargaining representative and those rights and privileges accorded to the
4 Association by this Contract shall not be granted or extended to any competing labor
5 organization except as directed by the Washington Public Employment Relations
6 Commission (PERC) or applicable statute.

7 **24.2 Parking fees:** No parking fees will be assessed unless required by the Department
8 of Corrections (D.O.C.).

9 **24.3 Miscellaneous deductions:** The Employer agrees to provide, upon receipt of
10 authorization from the eligible employee, payroll deductions from the employee's
11 salary for: Association membership dues, insurance plans, tax-sheltered annuities,
12 or other plans provided that such deductions are in accordance with state law,
13 federal law, OFM regulations, and provided that any plan not offered to employees
14 by the State of Washington have a minimum of six (6) subscribers. The Employer
15 shall also make, when authorized by employees, deductions to a political action
16 committee provided at least twenty five (25) employees have indicated a desire to
17 have such deductions.

18 **24.4 Association/Employer Committee:** Both parties agree that its representatives
19 shall meet at a time and place mutually agreeable for the purpose of reviewing
20 implementation of this Contract and other areas of mutual concern. Committee
21 membership shall consist of two (2) employees appointed by the Association, and two
22 (2) employees appointed by the Employer. The meetings are not intended to bypass
23 the grievance procedure and shall not constitute an invitation to renegotiate the
24 provisions of this Contract. Both parties shall submit an agenda of items they wish
25 to discuss. Neither party shall have control over the selection of the representation
26 of the other party. Nothing in this section shall be construed to obligate either party
27 to modify, limit, restrict, or reduce rights or prerogatives as outlined elsewhere in
28 this Contract.

29 **24.5 Use of District Facilities:** The Association and its representatives shall have the
30 right to use College buildings, equipment and space owned by or assigned to the
31 college without charge for Association meetings. Facilities shall be reserved and
32 used according to standard scheduling and operational procedures.

33 **24.6 Posting and Distribution of Materials:** The Association shall have the exclusive
34 right to post notices of their activities and matters of Association concern on a
35 bulletin board(s) or intranet network designated for such use and to distribute such
36 notices in academic employee mailboxes, email and social media as long as such
37 postings are not in conflict with DOC policy and administrative directive.

38 **24.7 Association Information:** The Employer agrees to furnish the Association
39 information as requested to assist the Association in Contract negotiations, in
40 support of any grievance, and/or support of any academic employee against whom a
41 complaint is filed or pending. This shall include complaints involving dismissal.
42 Confidential personnel information shall be furnished only in accordance with
43 district policy, state, and federal regulations.

44 **24.8 Attendance at Association Meetings:** A remote site representative of the
45 Association shall be granted release time from instructional duties in order to attend

1 scheduled monthly Association meetings as long as adequate arrangements are
2 made with the appropriate supervisor.

3 24.9 **Contract Distribution:** A copy of the contract will be made available online. A
4 printed copy will be made available upon request of the Human Resource Office.

5

1 **Article 25 – Non-Discrimination**

2 25.1 **Non-discrimination:** Community College District No. 1, Peninsula College, is
3 committed to a policy of non-discrimination against any person because of race;
4 creed; color; religion, national origin; families with children; sex; marital status;
5 sexual orientation, including gender identity; age; honorably discharged veteran or
6 military status; genetic information, or the presence of any sensory, mental, or
7 physical disability and the use of a trained dog guide or service animal by a person
8 with a disability in its programs and activities.

9 25.2 **Association Membership:** The Employer shall recognize the right of academic
10 employees to organize, join, and support the Association and its activities. The
11 Employer agrees it will not discriminate against any academic employee because of
12 membership in the Association or because of any action taken within the duly
13 established grievance procedure.

14

1 **Article 26 – Academic Freedom**

- 2 26.1 The Employer and the Association agree that academic freedom is essential to the
3 fulfillment of the purposes of Peninsula College programs in the corrections' centers
4 and acknowledge the fundamental need to protect academic employees from
5 censorship or restraint which might interfere with their obligations in the
6 performance of their professional duties. The Employer and the Association agree
7 and acknowledge, however, that the special circumstances of institution-based
8 corrections education require modification of traditional academic freedoms.
9 Accordingly, the academic employee shall be given all possible freedom in
10 curriculum development and classroom presentations and discussions, within
11 parameters established by DOC policies, and education procedures.
- 12 26.2 The Washington College in Prisons Program Director will make general and special
13 case interpretations of acceptable practices within these parameters. A committee
14 comprised of the CED and the President or designee shall decide Association appeals
15 and unresolved issues regarding academic freedom. Final resolution of academic
16 freedom issues shall be the prerogative of the President. As professionals in their
17 respective disciplines, academic employees are free to select the content and
18 methods within DOC and SBCTC policy guidelines through which they discharge
19 their responsibilities as instructors. Academic employees are free to select textbooks,
20 and resource materials required to carry out their assigned responsibilities
21 consistent with DOC standards and reasonable financial restrictions determined by
22 the Employer.

23

1 **Article 27 – Academic Employee Rights**

2 **27.1 Right to Due Process:** The Academic Employee has the right to due process which
3 may include an informal and/or formal process.

4 27.1.1 When an instance or complaint arises that is of such nature that the
5 administration believe it warrants further clarification, outside those covered in
6 Board Policy #503 Gender Equity, the administration may first try to resolve the
7 issue in confidence with the employee through the informal process. Steps of the
8 Informal Process outlined in 7.1.2 below are not considered official actions.

9 27.1.2 **Informal Process:** Nothing herein shall be construed to preclude
10 administrative personnel from attempting to resolve problems with an academic
11 employee member in confidence as long as such resolution does not violate the
12 Contract. Prior to initiating the formal steps of due process in 7.1.3, the employer
13 may meet with the employee unless the employee declines. In such case, the
14 employer may initiate the formal process outlined in 7.1.3. If during the informal
15 meeting, either party believes that discipline may result, either party can
16 terminate the meeting until Association representation is available. A written
17 record of this informal meeting may be kept in a supervisor's informal file as
18 authorized in 7.2.10. If the matter cannot be or is not resolved in the informal
19 process, then the complaint shall be committed to written form and placed in the
20 employee's personnel file following the process outlined in Section 7.2.

21 27.1.3 **Formal Process:** No academic employee shall be officially reprimanded,
22 disciplined, dismissed, or reduced in compensation without sufficient cause.
23 Official actions are the results of the formal process outlined herein and shall be
24 those that are documented, reviewed by the academic employee, and placed in
25 the academic employee's personnel file.

26 27.1.4 Any charges against an academic employee which may result in an official
27 reprimand, discipline, dismissal, or reduction in compensation shall be made in
28 writing and conveyed to the employee in person or by certified mail and shall
29 include notification that the employee is entitled to representation at any
30 meeting called regarding this issue. Notification shall also be sent to the PCFA
31 President prior to the meeting.

32 27.1.5 An academic employee member shall have the right to have one individual of
33 his/her choice present at any meeting wherein the academic employee member
34 believes he/she may be officially reprimanded, disciplined, or denied rights
35 available under this Contract and may delay the meeting for up to five (5) days
36 until his/her representative is available. In the event the employee chooses not to
37 be represented by the Association, the Association shall have the right to attend
38 any such meeting to represent the interest of the Association.

39 **27.2 Personnel Files:**

40 27.2.1 Copies of materials in the official personnel files shall be confidential and shall
41 be restricted to use at formal institutional meetings, for normal administrative
42 requirements, or when otherwise required by law.

- 1 27.2.2 Each academic employee shall have access to his/her own personnel file during
2 normal working hours upon reasonable advance notification and/or may
3 designate in writing a representative of his/her choice for such access.
- 4 27.2.3 An academic employee shall be notified of any requests, either oral or written, for
5 access to his/her personnel file other than those authorized in section 7.2.1.
- 6 27.2.4 The employer may place derogatory materials in the personnel file. The academic
7 employee will be invited to read and append answers to any charges, complaints,
8 or statements involved.
- 9 27.2.5 The academic employee shall then sign the derogatory materials within 5
10 academic calendar days of being notified that materials will be placed in his/her
11 personnel file and return the materials to the employer.
- 12 27.2.6 Failure by the employee to sign the document(s) shall not preclude the employer
13 from placing said material in the personnel file. In such an instance, the
14 employer shall attach written documentation confirming the process used to
15 afford the academic employee the opportunity to read and acknowledge the
16 material(s).
- 17 27.2.7 Signing does not necessarily imply agreement with the statements contained in
18 the materials.
- 19 27.2.8 If there is no recurrence of issues related to the derogatory materials placed in
20 the file, such materials will cease to be valid for future disciplinary action after
21 thirty six (36) months.
- 22 27.2.9 Materials placed in the personnel file will not be removed without the knowledge
23 of the academic employee member.
- 24 27.2.10 Only one official personnel file shall be kept by the employer. This, however,
25 shall not preclude the maintenance of all lawful payroll records by the Human
26 Resource Office, nor vocational certification records, nor working files for the
27 purpose of performance appraisal or resolution of complaints.
- 28 27.2.11 Copies of any materials to be used by the employer in initiating disciplinary
29 action against an employee shall be given to the employee and the original
30 materials shall be placed in that employee's personnel file at the time the Formal
31 Process is initiated. If there are items that are impractical to copy, a description
32 of the item will be placed in the personnel file and given to the employee.
33 Reasonable security and access to stored materials must be provided to the
34 employee.
- 35 27.2.12 Materials not properly placed in the employee's personnel file cannot be used
36 against the employee. Additional material must follow the process outlined in
37 7.2.11 before being used against the employee.
- 38 27.2.13 An exception to this section shall be an emergency in which the College
39 President may decide that immediate suspension or other action is in the best
40 interest of employees, students, or the College. Documentation in such instances
41 shall be placed in personnel files within a reasonable time not to exceed thirty
42 (30) calendar days.
- 43

- 1 **27.3 Working Conditions:**
- 2 **27.3.1 Working Conditions:** Academic employees normally shall not be required to
3 work under unsafe or hazardous conditions or to perform tasks that endanger
4 their health, safety, or well-being. The Association recognizes that potential
5 hazards exist for academic employees assigned to remote sites providing services
6 to the DOC which arise from contact with inmate populations who have
7 demonstrated a disregard for the safety of others and whose potential of violence
8 cannot be predicted.
- 9 **27.3.2** For academic employees working in DOC institutions, working conditions shall
10 be consistent with DOC standards.
- 11 **27.3.3 Lockdown:** Lockdown periods represent an effort by the DOC to maintain and
12 assure the safety of all. The employer will advise each academic employee of the
13 duties each will perform during a lockdown period based on the current
14 interagency agreement between the SBCTC and the DOC.
- 15 **27.4 Board Policies:** Academic employees may access the Board policies on-line. Any
16 inconsistency between Board policy and this Contract will go to the
17 Association/Employer committee. All Employer policies, procedures, and regulations
18 shall be made available online upon approval.
- 19 **27.5 Insurance:** The Employer shall contribute to state-authorized insurance plans
20 according to state regulations and the requirements of the Public Employees'
21 Benefits Board for eligible academic employees.
- 22 **27.5.1** All premiums in excess of the amount specified by state law and insurance
23 regulations shall be borne by the employee.
- 24 **27.5.2** During periods of authorized leave without pay, employees may choose to
25 continue in authorized insurance programs by self-paying premiums assessed by
26 the Health Care Authority.
- 27 **27.5.3** Employer insurance premium contributions shall be made for all academic
28 employees only for months for which they are eligible.
- 29

1 **Article 28 – Leave**

2 28.1 **Types of leave:** It shall be the policy of Peninsula College to grant leave to
3 academic employees for purposes such as: professional development, family medical
4 leave, military, bereavement, personal illness or injury, personal, and others as
5 approved.

6 28.2 **Academic employee responsibility:** It shall be the responsibility of the academic
7 employee to: report absences and submit leave in a timely manner.

8 28.3 **Conditions that apply to requests and approval:**

9 28.3.1 **Duration:** This article shall apply to all leaves for periods of one day or more. A
10 leave, if granted, can be given for any period of time up to the end of the current
11 DOC interagency agreement or as federally mandated. **Application for leave:**
12 Application for leave shall be made using the College leave reporting process. In
13 case of emergencies necessitating immediate departures, this requirement shall
14 be waived and leave shall be granted ex post facto if approved.

15 28.3.2 **Continuation of employee benefits:** All employee benefits shall continue
16 during the period of leave except as defined by State regulations.

17 28.3.3 **Academic employee obligations:** Employees on leave of absence may be
18 required to meet certain obligations relating to their leave status as specifically
19 provided by the DOC/SBCTC interagency agreement.

20 28.3.4 **Other income:** Academic employees on paid leave, or who are applying for such
21 leave, who receive or expect to receive income for professional services during the
22 period of leave shall be required to report such income as a condition of their
23 leave status.

24 28.3.5 **Reimbursement of expenses:** The College shall reimburse academic
25 employees on leave for all travel and related living expenses when such travel
26 and expenses are in the interest of the College and approved by the CED.

27 28.4 **General Leaves**

28 28.4.1 **Leaves of Absence:** Leave of absence shall mean approved absence from duty
29 without pay.

30 28.4.1.1 It is recognized that leaves of varying lengths are sometimes necessary;
31 however, a leave of absence will not exceed the end of the current DOC
32 interagency agreement or as federally mandated.

33 28.4.1.2 An approved leave of absence shall provide the academic employee with
34 assurance of reemployment without loss of benefits; however, no step
35 advancement credit or benefit provisions shall accrue during a leave of
36 absence.

37 28.4.1.3 A leave request shall be judged on the merits of the request and the best
38 interest of the College. A leave of absence may include, but not be limited to,
39 advanced study, serving as officer or staff member of a professional
40 organization, or appointment or election to a political or public office.

- 1 28.4.2 **Professional Leave:** Professional leave is neither accumulative nor deductible
2 from other leave to which the academic employee is entitled.
- 3 28.4.2.1 **Meetings/Workshops:** Academic employees may be granted leave to attend
4 meetings/conferences. A Travel/Trip Request form shall be submitted to the
5 Washington College in Prisons Program Director at least five (5) days prior to
6 the meeting or as soon as possible if the academic employee has less than five
7 (5) days' notice.
- 8 28.5 **Sabbatical Leave-**Not applicable
- 9 28.6 **Emergency Leave**
- 10 28.6.1 Emergency leave with pay may be granted to Corrections full time academic
11 employees not to exceed five (5) days per employee per year.
- 12 28.6.2 Situations in which emergency leave shall be granted are as follows:
- 13 28.6.2.1 when preplanning is not possible;
- 14 28.6.2.2 when the problem is of major importance, not a matter of mere convenience,
15 including emergency medical, dental, or optical appointments.
- 16 28.6.3 Applicants shall request leave within thirty (30) days after the date of absence.
- 17 28.6.4 Leave in this category will be deducted from academic employee non-
18 compensable leave balance.
- 19 28.7 **Bereavement Leave**
- 20 28.7.1 For all full-time academic employees, up to five (5) days will be allowed as
21 bereavement leave for each occurrence of a death in the immediate family as
22 defined below. Individuals may negotiate additional bereavement time with the
23 appropriate supervisor on a case-by-case basis due to extenuating circumstances.
24 Any additional time granted upon agreement of the employee and supervisor is
25 subject to 8.7.4.
- 26 28.7.2 The immediate family shall be interpreted to include the parents (including step
27 parents), siblings, spouse, domestic partner, child (including step child),
28 parents-in-law, domestic partner's parents, brother-in-law, sister-in-law,
29 grandparents, grandchildren, foster children and other parties for whom the
30 employee has a legal guardianship.
- 31 28.7.3 When death occurs outside the immediate family, an academic employee desiring
32 bereavement leave must make special request to the Vice-President of
33 instruction.
- 34 28.7.4 Leave in this category will be deducted from academic employee non-
35 compensable leave balance.
- 36 28.8 **Military Leave:** Military leave shall be granted to an academic employee under the
37 provisions of the applicable federal and state statutes.
- 38 28.9 **Civic/Jury Duty/Subpoena Leave:** Should an academic employee be summoned
39 to jury duty, the College will release the employee.

- 1 28.9.1 Every effort will be made to find a qualified replacement for the academic
2 employee called; however, if a qualified replacement cannot be found, the court
3 will be requested to release the employee(s) from jury duty.
- 4 28.9.2 An academic employee serving on jury duty shall be paid his/her regular salary.
- 5 28.9.3 Academic employees will be granted subpoena leave as may be required by the
6 subpoena and shall be paid their regular salaries. This exclusion shall not apply
7 when the employee is named as plaintiff or defendant while in the performance
8 of College duties.
- 9 28.10 **Domestic Violence Leave:** Academic Employees may use sick leave for leave as
10 required by the Domestic Violence Leave Act, RCW 49.76.
- 11 28.11 **Family Medical Leave:**
- 12 28.11.1 Peninsula College grants up to twelve weeks of family and medical leave during
13 a twelve-month period to eligible academic employees in accordance with the
14 Family Medical Leave Act of 1993 (FMLA) for the following reasons:
- 15 28.11.1.1 Parental leave for the birth and care for a newborn child or the placement
16 and care for adoption or foster care of a child;
- 17 28.11.1.2 Personal medical leave due to the employee's own serious health condition;
- 18 28.11.1.3 Family medical leave to care of a spouse, child, parent or domestic partner
19 who suffers from a serious health condition
- 20 28.11.1.4 A qualified exigency as defined by the Department of Labor arising from the
21 fact that the spouse, child, or parent of the employee is on active duty or has
22 been notified of an impending call to active duty.
- 23 28.11.2 Twenty six weeks of Service Member Family Medical Leave will be provided to
24 an eligible employee who is the spouse, child, parent, or next of kin of an injured
25 or seriously ill service member when the illness or injury is incurred in the line
26 of duty.
- 27 28.11.3 The College defines the twelve month period for FML as beginning on the first
28 date such leave is taken and running for the 12-month period.
- 29 28.11.4 An academic employee needing Family Medical Leave should, when possible,
30 complete a FMLA request form prior to the commencement of the leave.
- 31 28.11.5 Such leave may be paid, following the FMLA Peninsula College Board procedure
32 219.01.
- 33 28.12 Sick Leave:
- 34 28.12.1 Sick leave will be provided to academic employees for the following:
- 35 28.12.1.1 Illness, disability, or injury that has prevented the academic employee from
36 performing required duties;
- 37 28.12.1.2 Illness in the immediate family which requires the employee to provide
38 immediate necessary care of the patient or to make arrangements for
39 extended care. (Immediate family is defined as for bereavement leave.)

- 1 28.12.1.3 When serious illness occurs outside the immediate family which requires the
2 employee to provide immediate necessary care of the patient or make
3 arrangements for extended care, an academic employee desiring the use of
4 sick leave must make a special request to the Vice President of Instruction.
- 5 28.12.2 **Duration:** Peninsula College grants up to twelve weeks of family and medical
6 leave during a twelve-month period to eligible academic employee in accordance
7 with the Family Medical Leave Act of 1993. The College defines the twelve
8 month period for FML as beginning on the first date such leave is taken and
9 running for the 12-month period.
- 10 28.12.3 **Notification:** In case of illness or injury to the employee or immediate family
11 member, that employee or designee must report to the Washington College in
12 Prisons Program Director as soon as it becomes apparent that he/she will be
13 unable to meet classes or perform assigned duties. The employee must keep the
14 Washington College in Prisons Program Director informed of progress and
15 expected date of return to duty. An academic employee must submit a leave
16 report upon return to work.
- 17 28.12.4 **Transferability:** Accumulated sick leave for Corrections full-time or part time
18 academic employees shall be transferred from one community college district to
19 another in accordance with applicable statute. All leave transferred into this
20 District shall be computed for compensability on the same basis as leave
21 accumulated with the District
- 22 28.12.5 **Accumulation of Leave:**
- 23 28.12.5.1 Corrections full-time academic employees shall have posted to their leave
24 records a credit of twelve (12) days of sick leave annually accumulated at the
25 rate of one day (8 hours) per calendar month. Such days shall be deemed
26 compensable for any month during which full-time contractual days are
27 worked (normally ten (10) days). The remaining days, (normally two (2)
28 days), shall be non-compensable. Pursuant to RCW 28B.50.551, each
29 academic employee's unused sick leave allowance shall accumulate from
30 month to month without limit.
- 31 28.12.5.2 Annualized associate academic employees shall accumulate leave based on
32 one day (8 hours) per month of employment, prorated to reflect the
33 percentage of full-time load. Annualized associate academic employees will
34 not accrue sick leave in the summer quarter.
- 35 28.12.5.2.1 Individuals who are employed full-time in concurrent temporary part-
36 time academic employee/administrative assignments shall accumulate
37 leave according to Section 8.11.5.1
- 38 28.12.5.3 Beginning the first quarter of employment, a part-time academic employee
39 shall accumulate sick leave on the basis of one day (8-hour) per month of
40 classroom and/or lab teaching employment, prorated to reflect the percentage
41 of full-time load. Recognizing that teaching loads fluctuate within the
42 quarter, accrual will be based on a prorated 8-hour day at time of accrual
43 (end of month.) This accrual will be credited to compensable sick leave.

1 28.12.5.4 Part-time academic employee leave usage shall be prorated to reflect the
 2 percentage of full-time load at time of usage. Leave cannot be used in
 3 advance of accrual. Leave can only be used when the employee is under a
 4 current contract status.

5 28.12.5.5 Moonlight appointments do not accrue leave, as those academic employees
 6 are already accruing at the maximum allowed by law.

7 28.13 **Compensability:** Compensability of leave shall be according to RCW 28B.50.553.

8 28.14 **Leave Usage:** No deduction in pay will be made up to the total number of days of
 9 accrued leave. Deductions from accrued sick leave for illness or injury shall be
 10 charged against compensable days until such account is exhausted; thereafter,
 11 charges shall be to non-compensable days until such account is exhausted. All days
 12 utilized under emergency leave, and bereavement leave, shall first be charged to
 13 non-compensable days until such account is exhausted. Leave beyond the total
 14 number of days of accrued leave shall be deducted from salary at the per diem rate
 15 of the annual contract for each day of absence.

16 28.15 **Leave Usage Chart**

<u>Compensable Sick Leave (S)</u>	<u>Non-compensable Sick Leave (N)</u>
Employee injury/illness	Emergency Leave
Family injury/illness	Bereavement Leave

17
 18 28.16 **Personal Leave:**

19 28.16.1 Full-time annually contracted academic employees shall have one personal leave
 20 day per academic year (September-June) plus a second personal leave day which
 21 may not be taken on a scheduled teaching day. Personal leave does not
 22 accumulate and lapses at end of the contract year if not used.

23 28.16.2 Annualized associate academic employees shall have one personal leave day per
 24 academic year, teaching or non-teaching. Personal leave days shall be non-
 25 cumulative and shall be arranged in advanced with the CED.

26 28.17 Special Leave Consideration:-not applicable.

27 28.18 **Life Giving Leave:** Academic employees are authorized paid leave for up to 5 (five)
 28 days in a two year period for the sole purpose of participating in “medically
 29 supervised procedures involving the testing, sampling, or donation of blood,
 30 platelets, organs, fluids, tissues, and other human body components for the purposes
 31 of donation, without compensation, to a person or organization for medically
 32 necessary treatments.” This leave is not deducted from any other leave balance.

33 28.19 **Leave for Reason of Faith and Conscience:** Academic employees are authorized
 34 two unpaid holidays per calendar year for a reason of faith and conscience or an
 35 organized activity conducted under the auspices of a religious denomination, church,
 36 or religious organization

1 **Article 29 – Appointments and Titles**

2 **29.1 Appointment Categories:** Academic employee as defined herein shall be hired in
 3 one of the following appointment categories, which shall be designated on all
 4 employment notices. These appointments result from special funding by DOC and
 5 may be terminated upon a reduction or elimination of funding or program.

6 **29.1.1 Corrections Full-Time**

7 **29.1.1.1 Corrections Full-time Academic Employee:** An appointment for a full
 8 load as defined in Article 10, not eligible for tenure, for a definite period of
 9 time that may be revoked only for sufficient cause and by due process as
 10 defined by the laws of the State of Washington. An expectation of renewal
 11 will exist based upon the continued funding and program continuation.

12 **29.1.1.2 Probationary Corrections Full-time Academic Employee:** An
 13 appointment for a designated period of time which may be terminated
 14 without cause upon expiration of the term of the appointment, but which may
 15 not be terminated without sufficient cause and due process prior to the
 16 expiration of the term of an annual appointment. The probationary term is
 17 defined as three academic years. At the end of the probationary period, by the
 18 end of winter quarter of the third academic year, the President in
 19 consultation with the CED may grant or deny Corrections Full-time
 20 employment as defined in 9.1.1.1.

21 **29.1.1.3 Temporary:** An appointment for a designated period of time which may be
 22 terminated without cause upon expiration of the term of the appointment but
 23 which may not be terminated without sufficient cause and due process prior
 24 to the expiration of the term of appointment

25 **29.1.1.3.1** Such appointments are contracted on an annual or quarterly basis, at the
 26 discretion of the President.

27 **29.1.1.3.2** A temporary appointment does not constitute a probationary appointment
 28 and a temporary appointment does not lead to eligibility for Corrections
 29 Full-time status.

30 **29.1.1.3.3** All temporary appointments expire at the end of the contracted period
 31 without further action of the Employer.

32 **29.1.1.3.4** Temporary appointments may be made in the following categories:

33 **29.1.1.3.4.1** An appointment which is funded by federal monies or other special
 34 funds as defined by RCW 28B.50.851.2 (b).

35 **29.1.1.3.4.2** An appointment to replace a Corrections Full-time Academic employee
 36 who has been granted leave.

37 **29.1.1.3.4.3** Other appointments as determined by the President.

38 **29.1.2 Part-Time Appointments:** An appointment for less than a full-time annual
 39 instructional load as defined in the workload section of this contract shall be
 40 defined as a part-time appointment. Categories of part-time academic employee
 41 shall be established as follows:

42 **29.1.2.1** Annualized Associate Academic employee: Annualized Associate academic
 43 employee status shall be designated by the Washington College in Prisons

1 Program Director or designee as an appointment of fifty percent (50%) or
 2 more but less than a full-time teaching load for an academic year as
 3 described in Article 10, Section 10.2.1.

4 **29.1.2.1.1** Annualized associate academic employees shall be compensated pro-rata
 5 from the full-time academic employee salary schedule-Appendix B, shall
 6 carry academic employee benefits as defined herein as for associate
 7 academic employees, and shall carry pro-rata non-instructional duties.

8 **29.1.2.1.2** Such employment contracts will specify only a minimum employment
 9 level of fifty (50) percent annually as assigned by the CED depending
 10 upon the needs of the college program.

11 **29.1.2.1.3** Such appointments are for one year only and may be renewed with the
 12 approval of the Washington College in Prisons Program Director.

13 **29.1.2.1.4** The calculation of percentage of load for determining annualized associate
 14 academic employee status shall conform to the full-time teaching load
 15 stipulations as described in Article 10. Calculations for determining
 16 percentage of full-time teaching load shall be limited to credit-bearing
 17 courses.

18 **29.1.2.1.5** Conversion of Annualized Associate Positions to Tenure Track Positions

19 **29.1.2.1.5.1** Academic employees filling Annualized Associate positions created
 20 after June 30, 2015, will receive annual evaluations for the first three
 21 years they are in the position

22 a. The evaluation of academic employees filling Annualized Associate
 23 positions will comprise a self-evaluation, student evaluations, and
 24 observation in each of the first three years

25 b. The evaluation of academic employees filling Annualized Associate
 26 positions will follow the evaluation process described in 13.1 during
 27 years four through six if the position continues beyond the first
 28 three years

29 **29.1.2.1.5.2** Annualized Associate positions created after June 30, 2015, will be
 30 reviewed by the Employer every three academic years for
 31 consideration as tenure track positions.

32 **29.1.2.1.5.3** If the Employer determines that the position will be established as a
 33 tenure track position, the Employer will conduct search to fill the
 34 position. Incumbents will be given an interview for tenure tack
 35 positions where minimum requirements of the position have been met

36 **29.1.2.1.5.4** If the Employer determines that the position will not be established as
 37 a tenure track position, the Employer may choose to continue the
 38 position. The continued Annualized Associate position is subject to
 39 9.1.2.5.1.b, 9.1.2.5.2, 9.1.2.5.3, and 9.1.2.5.4.

40 **29.1.2.2** Part-time academic employee: Part-time academic employee shall be
 41 appointed for less than an annual full-time teaching load and shall be
 42 contracted quarterly. There is no seniority for part-time academic employees.

- 1 29.1.2.2.1 Such appointments shall be compensated from the part-time instructor
2 salary schedule (Appendix C).
- 3 29.1.2.2.2 When part time academic employees are teaching an existing class, they
4 shall teach to department established specific competencies/learning
5 objectives.
- 6 29.1.3 **Part-time Hourly:** Not applicable.
- 7 29.1.4 Grant and Externally Contract Supported Academic Employee-Not Applicable.
- 8 29.1.5 Priority of Appointments: Corrections full-time academic employees shall have
9 priority rights over annualized associate academic employees and part-time
10 academic employees to maintain a full load in class assignments. If not in conflict
11 with scheduling needs Corrections full-time academic employees shall be given
12 first consideration as to the hours (time of day) they teach.
- 13 29.2 Academic Employee Screening Procedure:
- 14 29.2.1 It shall be the responsibility of the President to employ academic employees, and
15 to notify candidates of their selection.
- 16 29.2.2 In implementing this policy, it shall be the responsibility of the President or
17 designee to:
- 18 29.2.2.1 Identify vacancies and recommend the creation of new positions;
- 19 29.2.2.2 Develop descriptions of qualifications and duties relating to such positions;
- 20 29.2.2.3 Make appropriate announcements of such vacancies;
- 21 29.2.2.4 Prescribe a method of application and an appropriate application format;
- 22 29.2.2.5 Select academic employees who hold an appropriate education or work
23 background.
- 24 29.2.2.6 It shall be the responsibility of the CED or designee to:
- 25 29.2.2.6.1 Secure appropriate credentials of the candidates;
- 26 29.2.2.6.2 Arrange for interviews.
- 27 29.2.3 Applicant Screening Procedure
- 28 29.2.3.1 Selection criteria/minimum requirements:
- 29 29.2.3.1.1 Full-time basic skills academic employees must have a minimum of a
30 bachelor's degree.
- 31 29.2.3.1.2 Professional technical academic employees shall be hired in accordance
32 with WAC 131-16-091.
- 33 29.3 **Titles**
- 34 29.3.1 Corrections Academic employee shall be classified by title. Title classification
35 shall be updated each year by October 31 and based upon the following minimum
36 criteria:
- 37 29.3.1.1 Professor: Lane 3 or ten years' experience as an academic employee.
- 38 29.3.1.2 Associate Professor: Six years' experience as an academic employee.

1 29.3.1.3 Assistant Professor: Three years' experience as an academic employee.

2 Instructor: All others (NOTE: years of experience for purposes of title classification, as
3 referenced above, may not coincide with an individual's step on the salary schedule.)

4 29.3.2 An Annualized Associate Academic Employee shall have the same title privileges
5 preceding the Associate Academic Employee designation and must meet the
6 same minimum requirements.

7 Annualized Associate titles shall be:

8 29.3.2.1 Professor – Associate Faculty

9 29.3.2.2 Associate Professor – Associate Faculty

10 29.3.2.3 Assistant Professor – Associate Faculty

11 29.3.2.4 Instructor – Associate Faculty

12

1 **Article 30 – Job Description and Workload**

2 30.1 Job Description for classroom academic employee

3 30.1.1 **Classroom Academic employee:** Classroom academic employees shall develop
4 curriculum, provide course materials, teach classes, evaluate student work, and
5 assign grades. The assignment for a classroom academic employee is to:

6 30.1.1.1 Develop, assess, improve, and deliver curriculum in a variety of modalities;

7 30.1.1.2 Teach assigned courses in accordance with course descriptions and learning
8 outcomes outlined in the syllabi;

9 30.1.1.3 Utilize current technology appropriate to the program or discipline to
10 facilitate teaching and learning;

11 30.1.1.4 Provide learning opportunities to students in assigned classes in an
12 atmosphere that promotes learning and in a manner consistent with college
13 policies;

14 30.1.1.5 Orient students at the beginning of each course to the objectives of the
15 course, learning outcomes, assessment methods, basis of grading, attendance
16 requirements, the nature of assignments and class requirements;

17 30.1.1.6 Obtain and maintain sufficient learning assessment data in order to provide
18 a valid and reasonable basis for assignment of grades;

19 30.1.1.7 Provide learning opportunities to students in assigned classes in an
20 atmosphere that promotes learning and in a manner consistent with college
21 and DOC policies;

22 30.1.1.8 Maintain regular scheduled and posted office hours for assisting students;

23 30.1.1.9 Participate in student advising;

24 30.1.1.10 Serve on standing and/or ad hoc committees;

25 30.1.1.11 Participate in scheduled inmate education academic employee meetings, and
26 other committee and/or planned activities as assigned; and

27 30.1.1.12 Maintain a Professional Development Plan that ensures continuing education
28 and ongoing currency in one's instructional area (s).

29 30.1.1.13 Participate in annual planning and assessment.

1 **30.2 Workload**

2 30.2.1 The full-time workload for academic employees shall be determined by contact
3 hours per week. The normal workload assignment will be thirty (30) contact
4 hours per week.

5 30.2.2 Corrections full-time academic employee contracted beyond normal instructional
6 loads shall be compensated according to the part-time instructor salary schedule
7 for such additional assignments.

8 30.2.3 The CED shall make alternative academic employee assignments in consultation
9 with the affected academic employee in any case where the normal workload is
10 not achieved.

11 30.2.3.1 The meeting of scheduled classes is a basic teaching responsibility. When
12 academic employees cannot meet with a scheduled class, academic employee
13 must make appropriate alternative arrangements with the CED.

14 **30.3 Contracted Days**

15 30.3.1 The normal annual contract for full-time academic employee shall consist of 175
16 contractual days, 162 of which will be instructional days as scheduled in the
17 academic calendar.

18 30.3.2 **Exception:** An academic employee and the administration may determine that
19 an annual contract consist of any three of the four scheduled quarters if required
20 by the needs of the program. This will not reduce the number of contractual days
21 but may reduce the number of instructional days and require the academic
22 employee to teach a full load during a compressed quarter.

23 30.3.3 An academic employee work-day is defined as eight hours per day for such
24 purposes as leave usage and salary pro-rating.

25 **30.4 Reassignment of Full-Time Academic employees:**

26 30.4.1 The Association recognizes the employer's need to provide instruction when and
27 where needed. Change in the assignment of an academic employee shall be made
28 only if such assignment is necessary in order to maintain his/her normal
29 workload or to maintain a program of instruction.

30 30.4.2 Change in the assignment of an academic employee will be made with
31 consultation and appropriate notice to the employee.

32 30.4.3 If a change in assignment requires an academic employee to commute to an
33 alternative work site from their official workstation, the employer shall pay
34 mileage to the alternative work site.

35

1 **Article 31 – Grievance Procedure**

2 31.1 A grievance is defined as an alleged violation, misapplication, or misinterpretation
3 by the Employer of the terms of this Contract which the Association has bargained.

4 31.2 **Eligibility to file:** Any Corrections full-time, temporary full-time or temporary
5 part-time employee, or the Association, may file a grievance. If two or more
6 complainants have the same grievance, a joint grievance may be filed and processed
7 as a single grievance.

8 31.3 At each step of the grievance procedure, the Association, as the exclusive
9 representative, has the right to designate the person who will represent the
10 employee on behalf of the union. Any person(s) who might contribute to the resolution
11 of the grievance may be requested by the employee and/or the Association President
12 or designee to appear and provide relevant information.

13 31.4 Exclusive representation for a grievant shall be through the Association. However,
14 an employee may elect self-representation, provided that the Association is given the
15 opportunity to present and provide information, testimony or evidence at any
16 grievance meeting.

17 31.5 There shall be no reprisal by the Association, the Employer or its employees by
18 reason of involvement in or use of the grievance procedure.

19 31.6 Nothing herein contained shall be construed as limiting the right of any employee to
20 discuss the matter of concern informally with an appropriate member of the
21 administration.

22 31.7 Any grievance processed under the terms of this Article shall be defined clearly and
23 the alleged Contract violations specified.

24 31.8 The Association shall not approve nor authorize direct communication about the
25 grievance with individual members of the Board during the grievance process. All
26 Association communications with the Board shall be through established procedures
27 for submitting agenda items for regularly scheduled Trustee meetings.

28 **31.9 Computation of Time**

29 31.9.1 Working days are defined as those days on which the College is officially open.

30 31.9.2 Any grievance not presented in writing within thirty (30) working days after the
31 occurrence of the event or the condition giving rise to the grievance shall be
32 waived for all purposes. If the Employer fails to comply with the grievance time
33 limits, the grievance shall proceed to the next step. If the Grievant fails to
34 comply with the grievance time limits, the grievance shall be waived. Time limits
35 may be waived or extended by mutual written agreement.

36 31.9.3 For purposes of computing time for filing a grievance only those days which are
37 days as defined in Section 11.9.1 shall be counted in the thirty (30) day time
38 period for filing.

39 31.9.4 In computing days, day one is the day after the event in question occurs or the
40 day after the academic employee(s) or the Association becomes aware of the
41 alleged violation, whichever is later.

- 1 31.9.5 Time limits herein may be extended by mutual written agreement between the
2 Association and the Employer.
- 3 31.9.6 All documents, communications, and records of the grievance shall be filed in a
4 file separate from the personnel file(s) of the complainant(s).
- 5 **31.10 Grievances shall be handled in the following manner:**
- 6 31.10.1 **Step One A Pre-Grievance:** The employee(s) and/or the Association President
7 or designee shall discuss the contract issue that is giving rise to the potential
8 grievance with the appropriate immediate supervisor. Every effort shall be made
9 to resolve the issue at this level in an informal manner within (twenty) 20 work
10 days.
- 11 31.10.2 If the issue is not resolved informally within the twenty (20) days specified, the
12 issue may be moved to the next step by the Association after being converted to a
13 written statement of a grievance by the employee, dated, and signed by the
14 employee and Association President or designee.
- 15 31.10.3 The written grievance shall state the specific factual basis of the grievance, the
16 provision or provisions of the Contract involved, and the remedy sought. The
17 Chief Instructional Administrator (CIA) or designee, shall be given the written
18 grievance and will note receipt of the same by countersigning and dating the
19 original grievance and giving a copy of the grievance to the Association President
20 or designee. The Chief Instructional Administrator or designee shall hold a
21 grievance meeting within ten (10) work days to hear evidence. Within ten (10)
22 work days of that meeting, the Chief Instructional Administrator or designee
23 shall render a decision and respond to the Association in writing including the
24 reasons upon which the decision is based. It shall be the Association's
25 responsibility to notify the grievant of the decision.
- 26 31.10.4 **Step Two:** If no mutual settlement is reached at Step One, the written grievance
27 may be submitted to the President or a designated representative not more than
28 ten (10) working days after the CIA's Step One response.
- 29 31.10.5 The President or designee shall hold a grievance meeting within ten (10) work
30 days to hear evidence. Within ten (10) work days of the Step Two meeting, the
31 President or designee shall render a decision and respond to the Association in
32 writing including the reasons upon which the decision is based. It shall be the
33 Association's responsibility to notify the grievant of the decision.
- 34 31.10.6 Representative(s) of the Association shall be present at any meeting involving
35 the grievant. At least three (3) working days' notice of the time and place of the
36 hearing shall be given to all concerned parties. The President's answer shall be
37 deemed to be the final position of the Employer.
- 38 31.10.7 **Step Three:** If no mutual settlement is reached at Step Two, the Association
39 may, at its sole discretion, within ten (10) working days after the date of the Step
40 Two answer, request by written notice to the Employer that the grievance be
41 arbitrated.
- 42 31.10.8 **Question of Arbitrability:** Any question regarding the substantive or
43 procedural arbitrability of a grievance shall be raised in writing by the College

1 no later than ten (10) days after receiving written notification from the
2 Association of its desire to arbitrate.

3 31.10.8.1 Upon the filing of a demand for arbitration on the merits of any such
4 grievance by the Association in accordance with Article 11.10.7 of this
5 Contract, the College shall have the right to file its own demand for
6 arbitration on the question(s) of arbitrability that it has thus raised, provided
7 that such a demand must be within fifteen (15) work days of the Association's
8 demand and provided further that the filing of any such demand by the
9 College shall serve as a stay of the arbitration on the merits until such time
10 as the arbitrability of the grievance is finally decided. Following a decision
11 and award adverse to the College under this Section, arbitration on the
12 merits of the grievance shall proceed.

13 31.10.8.2 The arbitrator selected for purposes of this Section shall have authority to
14 decide all substantive and procedural arbitrability issues raised by the
15 College in its Step Two determination, and the parties agree to accept the
16 arbitrator's decision and award as final and binding upon them. Except as
17 they may otherwise be modified by this Section, the powers and duties of the
18 arbitrator shall be as specified in Article 11.10.9 below.

19 31.10.8.3 Any arbitrator selected for purposes of this Section shall not have authority
20 to rule on the merits of the grievance itself unless otherwise agreed by the
21 parties. The fees and expenses of such arbitrator shall be paid by the losing
22 party unless the arbitrator is also permitted by contract of the parties to rule
23 on the merits of the grievance, in which case the provisions of Article 11.10.9.
24 shall govern. Should more than one (1) arbitrability question be considered
25 by the arbitrator and should the decision and award constitute a split where
26 one or more but not all such questions are decided in favor of one or the other
27 party, the fees and expenses shall be apportioned to reflect the split.

28 31.10.8.4 Failure of the College to submit questions of substantive and/or procedural
29 arbitrability to arbitration pursuant to the provisions of this Section shall
30 serve as a bar to the raising of such questions in any arbitration on the
31 merits. Only grievances initiated during the life of this Contract may be
32 submitted to arbitration. The parties agree to accept the arbitrator's award
33 as final and binding upon them. The arbitrator shall not have any power to
34 modify, add to, subtract from, or disregard any of the terms and conditions of
35 this Contract

36 31.10.9 Arbitration

37 31.10.9.1 Matters subject to arbitration shall be referred to Public Employment
38 Relations Commission or the American Arbitration Association under
39 voluntary rules.

40 31.10.9.2 Only grievances which involve an alleged violation by the Employer of a
41 specific section or provision of this Contract and which are presented to the
42 Employer in writing according to the terms of this Contract and which are
43 processed in the manner herein provided shall be subject to arbitration.

44 31.10.9.2.1 The arbitrator shall have no authority to render a decision or award that
45 modifies, adds to, or subtracts from the provisions or conditions of this

- 1 Contract or any practices and policies which relate to the terms or
2 working conditions of the employee.
- 3 31.10.9.2.2 The arbitrator shall have no authority to render a decision or award
4 beyond the termination date or renewal or extension of this Contract.
- 5 31.10.9.2.3 The arbitrator shall have authority to base a decision or award only on
6 the basis of evidence and matters presented by both parties in the
7 presence of each other and the matters presented in the written briefs of
8 the parties.
- 9 31.10.9.3 The fees and expenses of the arbitrator shall be borne equally by the parties.
10 The decision of the arbitrator within the time limits herein prescribed shall
11 be final and binding upon the Employer, the Association, and the employee(s)
12 affected, consistent with the terms of this Contract.
- 13 31.10.9.4 Decisions regarding the granting of Corrections full-time academic
14 employment status or non-renewal of probationary Corrections academic
15 employees at the end of the employment notice term shall not be grievable.
16

1 **Article 32 – Professional Development**

2 **12.1 Professional Development:**

3 32.1.1 Peninsula College affirms the need for professional development of its academic
4 employees as an important way of improving instruction, morale, and the
5 effectiveness of the College as a whole in serving both students and community
6 members. Independent research, study, writing, and other creative activity shall
7 be encouraged but shall not diminish the instructional effort. All academic
8 employees shall satisfy the requirements of Chapter 131-16 of the Washington
9 Administrative Code. In addition, each academic employee shall develop a five
10 (5) year individual professional development plan.

11 32.1.2 Funds for professional development shall be allocated in the interagency
12 agreement in addition to any other budget resources available for acceptable
13 professional development activities agreed to by both parties.

14

1 **Article 33 – Academic Employee Evaluations**

2 **33.1 Purpose:** The purpose of this article is to establish a fair and consistent procedure
3 for evaluating effectiveness of faculty in the performance of assigned duties.

4 **33.2 Corrections Academic Employee Evaluations**

5 **33.2.1** A formal evaluation shall be completed annually for each full-time probationary
6 Corrections academic employee and no less than once every five years for each
7 full-time Corrections academic employee. Part-time Corrections academic
8 employees shall be evaluated within the first year of employment and no less
9 than once every five years. The evaluations shall be presented to the appropriate
10 Dean by the Washington College in Prisons Program Director.

11 **33.2.2** The CED will notify the academic employee during the fall of the evaluation
12 year. The evaluation consists of:

13 **33.2.3** A completed self-evaluation on a form provided by the Washington College in
14 Prisons Program Director.

15 **33.2.4** An instructor evaluation form to be filled out by students in accordance with the
16 instructor's schedule.

17 **33.2.5** A classroom visitation and evaluation by a current or former full-time Academic
18 Employee or appropriate administrator.

19 **33.2.6** The Washington College in Prisons Program Director will review the evaluation
20 materials and communicate with the academic employee regarding the
21 evaluation and any recommendations or action.

22 **33.2.7** If the evaluatee wishes to add a statement to the evaluation report, he/she may do
23 so; however, the evaluatee will sign a statement that he/she has read the report.

24 **33.2.8** Re-evaluation will be completed in a subsequent quarter whenever the
25 supervisor judges it is warranted; otherwise, re-evaluations will occur in no less
26 than five years for Corrections academic employees and annually for
27 probationary Corrections academic employees.

28 **33.2.9** The evaluation criteria shall be as described in 13.3.

29 **33.2.10** The result of evaluations will become part of the personnel file.

30 **33.3** A formal evaluation shall be completed annually for each probationary Corrections
31 academic employee and no less than once every five years for each Corrections
32 academic employee and presented to the appropriate Dean by the Washington
33 College in Prisons Program Director. The procedure for a full-time academic
34 employee will consist of two components: an individualized job description for the
35 contract period; and a evaluation report to be completed at least 60 days prior to the
36 end of the contract period. Interim evaluations may be completed for probationary
37 Corrections academic employee. The procedure for a part-time academic employee
38 will consist of one evaluation prior to the end of the academic year.

39 **33.3.1** Full-time Academic employment will begin at the completion of three year's
40 successful Probationary Corrections Full-time Academic employee's evaluations.

41 **33.3.2** The individualized job description, to accompany the ENSRC, will detail general
42 and specific duties and performance expectations for the contract period, as

1 negotiated and agreed by the academic employee and the Washington College in
 2 Prisons Program Director. An evaluation report will include the Washington
 3 College in Prisons Program Director's evaluation of the academic employee's
 4 performance, with recommendations regarding a subsequent contract, and the
 5 response to the final evaluation and recommendations by the academic employee.
 6 The individualized job description, and evaluation for full-time academic
 7 employees will be given to the appropriate Dean for consideration in personnel
 8 decisions and will be included in the academic employee's personnel file. The
 9 final evaluation for part-time academic employees will reside in the Washington
 10 College in Prisons Program Director's office. A copy of this document is available
 11 upon request to the Washington College in Prisons Program Director's office.

12 33.4 Evaluation Criteria

- 13 33.4.1 Develop, access, improve and deliver curriculum in a variety of modalities;
- 14 33.4.2 Teach assigned courses in accordance with course descriptions and learning
 15 outcomes outlined in the syllabi;
- 16 33.4.3 Utilize current technology appropriate to the program or discipline to facilitate
 17 teaching and learning;
- 18 33.4.4 Gather, organize and/or create course materials that facilitate learning;
- 19 33.4.5 Provide learning opportunities to students in assigned classes in an atmosphere
 20 that promotes learning and in a manner consistent with college and DOC
 21 policies;
- 22 33.4.6 Orient students at the beginning of each course to the objectives of the course,
 23 learning outcomes, assessment methods, basis of grading, attendance
 24 requirements, the nature of assignments and class requirements;
- 25 33.4.7 Obtain and maintain sufficient learning assessment data in order to provide a
 26 valid and reasonable basis for assignment of grades;
- 27 33.4.8 Provide records and data needed to comply with the State Board interagency
 28 agreement, federal and state requirements and regional accreditation standards;
- 29 33.4.9 Participate in student program planning;
- 30 33.4.10 Participate in all scheduled inmate education academic employee meetings, and
 31 other committee and/or planned activities as assigned; and
- 32 33.4.11 Create and regularly update a Professional Development Plan that ensures
 33 continuing education and ongoing currency in one's instructional area(s).

34 33.5 Disposition of Evaluations

35 Details and results of evaluation reports shall be available only to the evaluated
 36 academic employee, the Washington College in Prisons Director, the Dean for
 37 Continuing Education, the Chief Instructional Administrator, the Human Resource
 38 Director, the President, the Board of Trustees, the Superintendent of the DOC, and
 39 to others as required by law.

40

1 **Article 34 – Intellectual Property Rights**

2 34.1 The College recognizes the right of an academic employee, to exercise individual
3 initiative in creating materials that are protected under federal copyright statutes
4 and that may generate royalty income for the creator when marketed. Additionally,
5 the College further encourages the academic employee to exercise this right of
6 initiative. This contract does not affect the personal ownership rights of academic
7 employees to intellectual property generated independently of the college.

8 34.2 **Individual Effort:** Any academic employee who produces copyright-eligible
9 material as the result of individual initiative and without the assistance, support or
10 sponsorship of the college shall retain full right of ownership, control, use and
11 disposition over the material. The individual shall be solely responsible under such
12 circumstances for determining whether to copyright the material. The academic
13 employee is not required to report to the college his/her copyright-eligible material.

14 34.3 **College Supported Individual Effort:** Ownership rights in materials
15 copyrighted/patented and marketed shall reside evenly between the academic
16 employee and the college unless an alternative shared ownership contract is
17 negotiated prior to initiating the copyright/patent procedure providing an academic
18 employee receives the support or assistance of the College. Such support shall
19 include, but not be limited to, use of College funds, equipment, facilities, materials,
20 staff services, or other resources.

21 34.4 **College Sponsored Effort:** Ownership rights in college-sponsored materials shall
22 be vested in the college. Materials are College-sponsored if the academic employee
23 has been contracted by the College specifically to develop original material. The
24 College will negotiate an employment contract with an academic employee that
25 identifies and defines those materials to be developed and the compensation for the
26 development of those materials. Those specific materials identified and defined by
27 the contract will be the property of the College and will not be used in support of any
28 non-Peninsula College curriculum without written permission of the College and the
29 aforementioned employee.

30 34.5 **Third Parties Supported Efforts:** Ownership of materials developed as a result of
31 third party support initiated by the third party or the college shall be subject to 14.4
32 above. Ownership of materials developed as a result of third party support initiated
33 by the academic employee and proposed to the college shall be negotiated prior to
34 the submission of the grant request.

35 34.6 **Curriculum**

36 Academic employees develop curriculum, teach classes and gather, organize, and
37 create course materials that facilitate the teaching and learning experience.

38 34.6.1 **Definitions:**

39 34.6.1.1 Curriculum is defined as a comprehensive body of courses in a program of
40 study.

41 34.6.1.2 A course is the product of academic employee design. It is a planned unit of
42 study with broad and specific objectives and with strategies for achieving
43 those objectives.

- 1 34.6.1.3 Course materials are the fixed expression of ideas and resources that are
2 used as the basis of a course. Course materials are used to:
- 3 34.6.1.3.1 Explain course content,
4 34.6.1.3.2 Illustrate course concepts,
5 34.6.1.3.3 Illuminate certain portions of a course, and/or
6 34.6.1.3.4 Convey the content of the course as a means of achieving course
7 outcomes.
- 8 34.6.2 Course materials may include original work developed by an academic employee
9 as well as commercially available materials such as textbooks, instructional
10 media, library resources and/ or Web-based resources.
- 11 34.6.3 **Ownership:** The College authorizes and owns curriculum. The academic
12 employee and the College will co-own original course materials developed in
13 support of College curricula according to the following provisions:
- 14 34.6.3.1 The College will not use or re-assign course materials developed by one
15 academic employee to any other academic employee without written consent
16 of the creator of those course materials, unless the academic employee has
17 been specially contracted to develop those curricular elements;
- 18 34.6.3.2 The academic employee who has developed original course materials in
19 support of a class, for which the College has provided compensation, may not
20 use those course materials in support of any non-Peninsula College
21 curriculum without written consent of the College;
- 22 34.6.3.3 The academic employee, who has developed original course materials in
23 support of a class for which the College has provided compensation, may not
24 derive any royalty benefits without a written contract between the academic
25 employee and the College (see College Supported Individual Effort above).
26

1 **Article 35 – Compensation**

2 **35.1 Full-time Salary Schedule Index**

3 35.1.1 Pay for full-time and annualized associate academic employees shall be
4 computed from the full-time academic employee salary schedule (Appendix B)

5 **35.1.2 Full Time Academic employee Salary Payment Options:**

6 35.1.2.1 The regular paycheck schedule shall consist of equal payments (beginning
7 October 10 and ending June 25), minus any deductions, calculated from the
8 annual contract unless the balloon payment option 16.1.2.2 is selected.

9 35.1.2.2 A Balloon Payment Option, available to full-time academic employee only,
10 may be requested by completing the Balloon Payment Request Authorization
11 form in the HR/Payroll Office prior to the end of September of the current
12 academic year. Once this authorization has been given, it is in effect
13 continuously (every academic year) and may only be rescinded in the month
14 of September of any new academic year by completing a Balloon Payment
15 Cancellation form. Changes in other periods cannot be accommodated. This
16 option will divide the annual contracted salary into 24 equal parts. Payment
17 1-17 will reflect 1/24th of the annual gross earnings. Payment 18 will reflect
18 7/24th of the annual gross earnings. There are tax and deduction
19 ramifications that can occur with this option, which are the responsibility of
20 the academic employee.

21 35.1.2.3 Exceptions to either of these payroll options must be approved by the Chief
22 Instructional Administrator and the Director of Human Resources

23 35.1.2.4 Peninsula College accepts no responsibility for the individual academic
24 employee's decision.

25 **35.2 Initial Academic employee Salary Placement – Academic**

26 **35.2.1 Horizontal (Lane)**

27 35.2.1.1 Initial horizontal salary placement is assigned upon the basis of official
28 documented evidence of college and university degree and credit awards.
29 Degrees and credits acceptable for salary placement must be from accredited
30 colleges and universities listed in the directory published by the American
31 Council on Education.

32 35.2.1.2 Initial placement is set at the highest documented relevant degree level plus
33 appropriate credit hours earned subsequent to the date of that. Credit
34 allowances beyond degree levels must be pertinent to the area of assignment
35 and are subject to review and approval.

36 35.2.1.2.1 No placements are made beyond documented degree and credit levels.

37 35.2.1.2.2 All degrees and credits claimed for salary placement must be listed upon
38 the initial application. Degrees and credits completed prior to
39 employment, but not claimed initially, will not be allowed for salary credit
40 at any time subsequent to employment.

41 35.2.1.3 All degrees and credits claimed for salary placement must be documented
42 within one (1) quarter of employment. Salary placement will not be

1 re-evaluated for documentation furnished subsequent to the one (1) quarter
 2 grace period.

3 35.2.1.4 The terms "Bachelor of Arts," "Master of Arts," and "Doctor of Philosophy," as
 4 used typically in the salary schedule to describe academic qualifications, are
 5 not restrictive. Any bachelor's, masters, or doctor's degree appropriate to the
 6 teaching assignment and meeting the requirements of 16.2.1.1 above will be
 7 approved for salary placement.

8 35.2.1.5 All degree and credit documentation is established through official college
 9 and university transcripts which are sent directly from the issuing college or
 10 university to the Peninsula College Human Resources Office.

11 35.2.2 **Vertical (Step)**

12 35.2.2.1 Step placement (experience credit) is determined only by a documented
 13 record of acceptable teaching experience in an organized public or private
 14 institution.

15 35.2.2.2 No step credit is allowed for undocumented teaching experience.
 16 Documentation may be established by letters of affidavit or certification, or
 17 by other acceptable official records.

18 35.2.2.3 Valid experience credit must be contracted. Contracted credits taught per
 19 year divided by 45 in a quarterly system (30 in a semester system) determine
 20 annual experience. This experience cannot exceed 1 year annually.

21 35.2.2.4 No experience credit is allowed for teaching assistantship.

22 35.2.2.5 Initial vertical placement is made at the level one step beyond the number of
 23 experience years allowed.

Step	Years of Experience
A	ABANDONED
B	0 through 6
C	7 through 9
D	10 through 12
E	13 through 15
F	16 through 18
G	19 through 21
H	22 through 24
I	25 through 27
J	28 through 30
K	31 through 33
L	34 through 36
M	37 through 39
N	40 through 42

1 **35.3 Initial Academic Employee Salary Placement – Professional/Technical**

2 35.3.1 Horizontal (Lane)

3 35.3.1.1 Horizontal placement may include both academic and experience credits;
4 however, academic credits must be documented according to the
5 requirements for academic placement, and experience credits must be
6 documented by letters of affidavit or certification, or by other acceptable
7 means. All degrees, credits, and experience must be listed upon the initial
8 application.

9 35.3.1.2 Practical (industrial) experience may be used only to determine horizontal
10 placement.

11 35.3.1.3 Placement in Lane 2 of the salary schedule requires a period of basic
12 qualification (journeyman status in apprenticeable trades, five years'
13 full-time professional experience, or a master's degree where applicable).

14 35.3.1.4 Initial placement beyond Lane 2 is based upon credit beyond the master's
15 degree and/or experience credits. Experience credits (full-time employment)
16 are counted at the rate of two (2) years' documented and relevant experience
17 to ten (10) academic credits.

18 35.3.2 **Vertical (Step)**

19 Vertical placement is determined upon the same basis as in Academic Placement
20 except that documented teaching experience in an industrial setting may be
21 counted toward initial placement. This experience must meet the same
22 qualifying restrictions as in Academic Placement. Placement of vocational
23 academic employees shall be determined by whether academic or vocational
24 placement is more beneficial to the employee. This provision does not eliminate
25 the requirement for academic degree qualifications where specified.

26 35.3.3 **For Special Consideration Placement**

27 In special circumstances, initial compensation for academic employees may be
28 set by the President using relevant work experience in determining initial
29 placement on the salary schedule with notification to the Association president.

30 35.4 Salary Schedule Advancement

31 35.4.1 Horizontal: Salary advancement is based upon obtaining a higher level degree.

32 35.4.2 Vertical: Full-time and associate academic employees working 50% or more will
33 be credited with one full year of service if funding is approved by the legislature.

34

1 **Article 36 – Dismissal**

2 **36.1 Purpose** Corrections full-time academic employees shall not be dismissed from
3 their appointments except for sufficient cause. Corrective action appropriate to the
4 specific facts of the case will be taken prior to dismissal in an attempt to resolve the
5 matter without instituting the formal dismissal procedures. Furthermore, academic
6 employees who hold probationary appointment, or, annualized associate, or part-
7 time contracts shall not be dismissed prior to the dates established in the written
8 terms of their appointments except for sufficient cause or changes to the
9 DOC/SBCTC Interagency Agreement. Sufficient cause for dismissal includes but is
10 not limited to, gross or continued unsatisfactory performance; blatant disregard for
11 terms of this Agreement or College policies and regulations; blatant disregard for
12 DOC policies and regulations and any felony convictions while under contract;
13 insubordination; dishonesty; conflict of interest; and causes identified in the
14 Washington State statutes (RCW 28B.50.862).

15 The due process procedure outlined in Article 7 will be followed.

16 **36.2 Dismissal/RIF Review Procedure**

17 **36.2.1 Dismissal/RIF Review Committee:** A Dismissal/RIF Review committee shall
18 be created for the express purpose of making recommendations to the Board of
19 Trustees relating to the dismissal of Corrections Full-time and probationary
20 academic employees of the College. This committee is the same committee as in
21 the main body of the contract (17.2.1-17.2.4).

22 **36.2.2** Academic employees affected shall each have one peremptory challenge that may
23 be exercised against one of three academic members of the Dismissal/RIF Review
24 committee. In the event a Dismissal/RIF Review committee member is
25 challenged or cannot serve, an alternate as listed in 17.2.13 in the main body of
26 the contract, shall serve.

27 **36.2.3** The Dismissal/RIF Review committee will select one of its members to serve as
28 chair.

29 **36.3 Procedure For Dismissal**

30 **36.3.1** When the President receives or initiates a formal written recommendation about
31 an academic employee that may warrant dismissal, the President shall inform
32 the academic employee.

33 **36.3.2** Within ten (10) work days after having been so informed, the academic employee
34 will be afforded an opportunity to meet with the President or designee and the
35 Association president or designee. At this preliminary meeting, which shall be an
36 information-gathering session, an adjustment may be mutually agreed upon.

37 **36.3.3** If the matter is not settled or adjusted to the satisfaction of the College
38 President, the President shall recommend that the academic employee be
39 dismissed.

40 **36.3.4** If the President recommends that the academic employee be dismissed, the
41 President shall deliver a short and plain statement in writing to the academic
42 employee which shall contain:

43 **36.3.5** the grounds for dismissal in reasonable particularity;

1 36.3.6 a statement of the legal authority and jurisdiction under which a hearing may be
2 held;

3 36.3.7 reference to any particular statutes or rules involved.

4 **36.4 Hearing**

5 36.4.1 After notification of the President's recommendation for dismissal, the affected
6 academic employee may, within the following ten (10) work days, request in
7 writing a hearing.

8 36.4.2 If the President does not receive this request within the ten (10) days, the
9 academic employee's right to a hearing will be deemed waived.

10 36.4.3 If the President receives a request for a hearing, the Dismissal/RIF Review
11 committee will be convened and the previously mentioned statement shall be
12 delivered to the members. The President also shall notify the Board of Trustees
13 of the request for a hearing.

14 36.4.4 The Board of Trustees shall then appoint a hearing examiner whose
15 responsibilities shall be to establish a date for a hearing and to inform, in
16 writing, the academic employee, the President, the Association, and the
17 Dismissal/RIF Review committee of the time, date, and place of such hearing.
18 The place of the hearing shall be Port Angeles, Washington.

19 36.4.5 The hearing examiner shall not be a Community College Board member,
20 Community College employee, member of the State Board for Community and
21 Technical College's staff, or a Washington State Attorney General employee.

22 36.4.6 This scheduled hearing shall not be held prior to the twenty-first (21) work day
23 following notification of the President that the employee requested a hearing.

24 36.4.7 In the presence of the Dismissal/RIF Review committee, the hearing examiner
25 shall:

26 36.4.7.1 preside over the dismissal hearing;

27 36.4.7.2 conduct the hearing with all due speed until the hearing is terminated;

28 36.4.7.3 hear testimony, under oath, from all individuals called by the President, the
29 employee, the Dismissal/RIF Review committee, or the hearing examiner,
30 and receive any evidence offered by the same;

31 36.4.7.4 afford the academic employee whose case is being heard the right of cross-
32 examination, the opportunity to defend him/herself, and to be represented by
33 legal counsel;

34 36.4.7.5 allow the College administration to be represented by an assistant attorney
35 general; and

36 36.4.7.6 make all rulings regarding the evidentiary and procedural issues presented
37 during the course of the Dismissal/RIF Review committee hearings.

38 36.4.8 The hearing shall be closed unless the hearing examiner determines otherwise.

39 36.4.9 Following the presentation of testimony and evidence, the hearing examiner
40 shall afford the official advocates for the employee and the College

1 administration the opportunity to present oral arguments. The hearing examiner
2 may request written briefs to be submitted within five (5) work days.

- 3 36.4.10 Within fifteen (15) work days of the conclusion of all hearing testimony, evidence,
4 oral arguments, and written briefs, the Dismissal/RIF Review committee and the
5 hearing examiner shall make their written recommendations to the Board of
6 Trustees. A copy of such recommendations shall also be given at the same time to
7 the employee, the Association and to the President.

8 **36.5 Decision by the Board of Trustees**

- 9 36.5.1 The decision to dismiss shall rest, with respect to both facts and decision, with
10 the Board of Trustees after considering the recommendations of the President,
11 the Dismissal/RIF Review committee, and the hearing examiner. Those
12 recommendations shall be advisory only and in no respect binding in fact or law
13 upon the Board of Trustees.

- 14 36.5.2 The Board of Trustees shall meet within a reasonable time subsequent to its
15 receipt of the recommendations from the Dismissal/RIF Review Committee to
16 consider those recommendations. The Board of Trustees shall afford the parties,
17 the employee, the Association, and the President, the right to oral and written
18 argument with respect to the issues pertinent to the academic employee's
19 dismissal. Parties shall have the right to a representative of their choice. The
20 Board of Trustees may hold such other proceedings, as it deems advisable, before
21 reaching its decision.

- 22 36.5.3 A record of the proceedings at the Board level shall be made. The final decision of
23 the Board of Trustees shall be based only upon the sworn testimony and exhibits
24 made before the Dismissal/RIF Review Committee. Before making a final decision,
25 the Board shall consider the arguments of the parties and the recommendations
26 of the Dismissal/RIF Review Committee. The Board of Trustees shall, within
27 fifteen (15) work days following the conclusion of its review, notify the academic
28 employee, in writing, of its final decision.

- 29 36.5.4 Suspension of the academic employee by the President during the administrative
30 dismissal proceedings (prior to the final decision of the Board of Trustees) is
31 justified if continuance poses an immediate harm to self or others. Any such
32 suspension shall be without pay if dismissal is upheld.

- 33 36.5.5 If the Board of Trustees decides to retain the academic employee, or if the
34 Trustees' decision to dismiss an employee is reversed by a court, all evidence
35 concerning the dismissal will be removed from the academic employee's
36 permanent personnel file.

1 **Article 37 – Reduction in Force (RIF)**

2 If a Corrections Full-time Academic Employee is to be laid off for program termination or
 3 reduction resulting from substantial decreases in enrollment, for changes in educational
 4 policy adopted by the Board of Trustees, or Department of Corrections as detailed in the
 5 State Board for Community and Technical College contract, substantial shortage of funds,
 6 the following criteria and procedures will be implemented in compliance with sections 6.3
 7 and 6.5 of the DOC/SBCTC interagency agreement:

8 **37.1 Notification of Potential RIF**

9 37.1.1 The President, in consultation with the Department of Corrections and the
 10 Washington College in Prisons Director, will review the nature of the problem
 11 facing the College.

12 If the President concludes that reductions in staff are or will be necessary in the
 13 near future, he/she will give written notice of the potential reductions of
 14 Corrections education staff to the Association.

15 37.1.2 The notice to the Association shall include the reasons for the proposed
 16 reductions in staff and the number of academic employees to be considered for
 17 layoff.

18 **37.1.3 Employee Consultation and Response**

19 37.1.3.1 The Association will have the right to meet and exchange information with
 20 the President or designee, who shall fully document the potential need for
 21 reductions in staff.

22 37.1.3.2 In the event the Association is not in agreement with the need for a RIF, it
 23 may develop alternative proposals that shall be made available to the
 24 President for consideration.

25 37.1.3.3 The President or designee shall meet with the Association within ten (10)
 26 working days of receiving the Association's alternative proposal.

27 37.1.3.4 If no proposal is received by fifteen (15) working days or no agreement can be
 28 reached, nothing in this section shall preclude the administration from
 29 implementing this RIF policy.

30 **37.2 Reduction in Force Considerations**

31 37.2.1 If the number of academic employees is to be reduced, the President, with advice
 32 from the Chief Educational Director, shall determine which course offerings,
 33 programs or disciplines and/or other services are most necessary to maintain
 34 quality inmate education at Peninsula College. The President shall consider, but
 35 not be limited to, the following factors:

36 37.2.1.1 The goals and objectives of Peninsula College and the Department of
 37 Corrections;

38 37.2.1.2 Information concerning corrections academic employee vacancies occurring
 39 through retirement, resignation, and leaves of absence; and

40 37.2.1.3 The duties for which academic employees are needed.

1 37.2.2 If any courses or programs currently in the curriculum are to be eliminated, the
 2 President shall identify those courses or programs and explain why they have
 3 been judged not to be the most necessary offerings to maintain the best possible
 4 quality educational opportunities at Peninsula College.

5 37.2.3 The Association shall be consulted before the termination of any professional
 6 technical or liberal studies disciplines. If the Association is not in agreement
 7 with the recommendations of the President, the Association may present its
 8 opinions and recommendations for consideration to the President.

9 37.3 Academic Employee RIF Criteria

10 37.3.1 The Employer shall attempt to reassign Corrections full-time academic
 11 employees whose courses/programs are being eliminated to another academic
 12 employee position within the corrections education program.

13 37.3.2 An academic employee shall be reassigned to instruct courses which the
 14 President, with advice from the Washington College in Prisons Director and the
 15 academic employee, determines the academic employee is qualified to instruct.

16 37.3.3 If a reduction is necessary and there are qualified academic employees to replace
 17 and perform all the needed duties of the academic employee to be laid off, the
 18 President will utilize the following order of RIF within the affected discipline or
 19 program, or, if no specific discipline or program area is affected, then within the
 20 academic employees at large:

21 Part time;

22 Annualized associate academic employees;

23 Corrections probationary appointees with the least seniority;

24 Corrections full-time academic employee with the least seniority.

25 37.3.4 Seniority shall be determined by establishing the date of the signing of the first
 26 full-time employment notice for Peninsula College. Leaves of absence and periods
 27 of layoff do not affect seniority. The longest terms of employment, as thus
 28 established, shall be considered the highest level of seniority.

29 37.3.5 In instances where academic employees have the same beginning date of
 30 full-time employment, seniority shall be determined by the first effective date of
 31 employment notice, if applicable.

32 37.3.6 Academic employees shall not be laid off prior to the completion of their current
 33 contract, except required changes in the DOC/SBCTC Interagency Agreement.

34 37.4 Right to Recall

35 37.4.1 A full-time academic employee whose contract is not renewed as a result of this
 36 reduction procedure has a right to a recall to a position, either a newly created
 37 one or a vacancy, provided he/she is qualified as determined by the College
 38 President.

39 37.4.2 The recall shall be in reversed seniority, the most senior first. Full-time
 40 Corrections academic employees who have been laid off will retain their accrued
 41 benefits such as sick leave and seniority.

1 37.4.3 The right of recall shall extend two (2) years from the date of RIF. Upon recall,
 2 they shall be placed at least at the next higher increment on the salary schedule
 3 than at the time of layoff and will retain their Corrections full-time academic
 4 employee status.

5 **37.5 Procedures for Implementing Reduction in Force**

6 37.5.1 Order of Reduction:

7 37.5.1.1 **Selection of Courses, Programs, Services to be Reduced:** Upon
 8 conclusion of discussions and consultation pursuant to 18.2.3. above, the
 9 number of academic employees to be reduced from each program unit shall be
 10 based on this determination.

11 37.5.1.2 Selection of Individuals: If a reduction is determined to be necessary within a
 12 program unit, the order of reduction will be based on seniority pursuant to
 13 18.3.4, 18.3.5, and 18.3.6.

14 37.5.1.3 Corrections full-time academic employees who take administrative positions
 15 shall have all continuous full-time service with the district count toward
 16 seniority in the event that they return to the program units.

17 37.5.2 Notification to Academic Employees Affected by Reduction-in-Force

18 37.5.2.1 When the President determines that a reduction-in-force as defined herein is
 19 necessary and has selected the positions to be reduced, the initial step shall
 20 be for the President to meet with each affected employee and discuss the
 21 proposed layoff with the individual employee in personal conference that
 22 shall be an informal proceeding. The matter may be resolved at this step by
 23 the use of alternatives such as retraining, reassignment, leave of absence,
 24 retirement, resignation, etc. The affected employee has the right to have an
 25 informal meeting with the President.

26 37.5.3 Formal Procedures Relating to Reduction-in-Force

27 37.5.3.1 If the College has determined that a reduction-in-force is necessary for the
 28 reasons set forth in Article 18, the procedures set forth in RCW 28B.50.873
 29 shall be followed and shall supersede any contrary procedures in this
 30 contract.

31 37.5.3.1.1 All reduction-in-force cases will be consolidated for hearing purposes
 32 before the same Dismissal/RIF Review Committee.

33 37.5.3.1.2 The only issue to be determined by the Dismissal/RIF Review committee
 34 shall be whether, under this Contract, the particular academic
 35 employee(s) notified of dismissal are the appropriate ones to be laid off.

36 37.5.3.1.3 As per Dismissal (Article 17) no academic employee who has received a
 37 layoff notice shall participate as a member of the reduction-in-force
 38 review committee.

39 37.5.3.1.4 The College, in its role of appointing authority, shall make the final
 40 determination regarding the necessity of a reduction-in-force and the
 41 extent thereof.

42

1 **Article 38 – Emergency Closures**

2 If the College President determines that it is in the best interest of Corrections academic
3 employees that they not be required to report to work because of emergency conditions,
4 academic employees may be placed upon emergency leave status. If emergency closure is
5 extended beyond (2) two consecutive days in any contract year, such days shall be made up
6 with assignments specified by the Washington College in Prisons Director or by an
7 employee's electing to request leave without pay. Not reporting to work on days which are
8 not declared as emergency closure days shall be treated as leave without pay days.

9

1 **Article 39 – Scope of Contract**

2 This Contract constitutes the negotiated Contract between the Employer and the
3 Association and supersedes any previous Contracts or understandings, whether oral or
4 written, between the parties. In addition, this Contract supersedes any rules, regulations,
5 policies, resolutions, or practices of the Employer that are contrary to, or inconsistent with,
6 its terms.

7 The Contract expressed herein constitutes the entire Contract between the parties, and no
8 oral statement shall add to or supersede any of its provisions.

9 The parties acknowledge that each has had the unlimited right and opportunity to make
10 demands and proposals with respect to any matter deemed a proper subject for
11 negotiations. The results of the exercise of that right and opportunity are set forth in this
12 Contract. Therefore, except as specifically stated in Articles 2, 9, and 22, the Employer and
13 the Association, for the duration of this Contract, each voluntarily and unqualifiedly agree
14 to waive the right to oblige the other party to negotiate with respect to any subject or
15 matter covered or not covered in this Contract unless mutually agreed otherwise or when
16 required by the DOC/SBCTC interagency agreement.

17

1 **Article 40 – Retention of Rights**

2 Nothing contained herein shall be construed to deny or restrict to any academic employee,
3 rights and responsibilities he/she may have under the laws of the State of Washington and
4 the United States or other applicable regulations.

5

1 **Article 41 - Duration**

2 This Contract shall remain in full force and effect upon its execution to and including June
3 30, 2021. The Employer and the Association agree that Appendices B and C will be
4 reopened for negotiation at any time that salary adjustments are provided by legislative
5 action. The Employer and the Association agree to open the Contract solely for the narrow
6 purpose to incorporate separately negotiated MOA, remedy duplications, typos, errors of
7 fact an similar, non-substantive modifications for clarity and usage, in any one article or in
8 the document in total, at any time. The modified article(s) or entire re-edited document
9 shall be agreed to by both parties and documented with a revision date. Negotiations for a
10 subsequent Contract shall open beginning January 15, 2021. Negotiations shall take place
11 at times to be mutually planned. Any section of this Contract, including the Preamble and
12 all Appendices, may be reopened by mutual agreement at any time during the effective
13 period of the Contract. This Contract may be extended beyond June 30, 2021 by mutual
14 consent.

15
16 FOR THE

17 ASSOCIATION



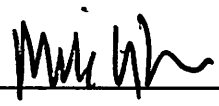
6/12/18

18 Andrea Motyka, PCFA
19 President

Date

20
21
22 FOR THE

23 EMPLOYER



6/12/18

24 Mike Glenn, Chair, Board of Trustees
25 Community College District No. 1

Date

26
27

Peninsula College; Full-Time Faculty Salary Schedule

Effective July 2018

Appendix B, PCFA/PC negotiated agreement

Base	44,161
Increment	1,461
MA	2,308
PhD	7,929
PIUs/Acad	47

July 1, 2018 = 3% increase to all values applied to all FTF

**Full Time Faculty Salary Schedule
Effective July 2018**

	Step	I (BA)	II (MA)	III (PhD)	
	*A	44,161	46,469	52,090	
Step	*B	45,622	47,930	53,551	teaching exp
2	C	47,083	49,391	55,012	7-9
3	D	48,544	50,852	56,473	10-12
4	E	50,005	52,313	57,934	13-15
5	F	51,466	53,774	59,395	16-18
6	G	52,927	55,235	60,856	19-21
7	H	54,388	56,696	62,317	22-24
8	I	55,849	58,157	63,778	25-27
9	J	57,310	59,618	65,239	28-30
10	K	58,771	61,079	66,700	31-33
11	L	60,232	62,540	68,161	34-36
12	M	61,693	64,001	69,622	37-39
13	N	63,154	65,462	71,083	40-42

*Steps A & B have been abandoned



PENINSULA COLLEGE

1502 East Lauridsen Blvd.
Port Angeles, WA 98362
(360) 452-9277
www.pencol.edu

PENINSULA COLLEGE
PART-TIME INSTRUCTOR SALARY SCHEDULE

EFFECTIVE JULY 1, 2018

CREDIT	QTR. HRS/WEEK	07/01/18- 12/31/2018 TOTAL
1	1	\$785.00
1	2	\$1,159.00
2	2	\$1,570.00
2	3	\$1,944.00
2	4	\$2,318.00
3	3	\$2,355.00
3	4	\$2,729.00
3	5	\$3,103.00
3	6	\$3,477.00
4	4	\$3,140.00
4	5	\$3,514.00
4	6	\$3,888.00
4	8	\$4,636.00
5	5	\$3,925.00
5	6	\$4,299.00
5	7	\$4,673.00

Calculation based on \$411.00 per credit plus \$34.00 per hour.

Contact time per quarter must equal 550 minutes per credit for courses classified as "lecture" and 1100 minutes per quarter for courses classified as

Adult Special Interest (non-credit) courses rate: \$365.00 per credit, and \$31.00 per hour.

Community Service rate: Negotiated.

PCFA LOCAL 3439 – PENINSULA COLLEGE

MEMORANDUM OF AGREEMENT 18-21-01


BETWEEN: Peninsula College and the Peninsula College Faculty Association

1. The Washington State Legislature provided authority and funding in the Supplemental 2018-19 enacted budget bill to implement salary adjustment for cost of living averaging 3% for each full time and part time faculty for the fiscal year (FY) 2019. Negotiated agreement to implement the authority of an average 3% increase:

The PCFA and Peninsula College agree that all values on Appendix B and the adjunct Salary Schedule will be adjusted upward by 3%, effective July 1, 2018.

2. The Washington State Legislature provided authority and funding in the Supplemental 2018-19 enacted budget bill to implement an additional salary adjustment for cost of living averaging 0.7% for each full time and part time faculty for the fiscal year (FY) 2019. Negotiated agreement to implement the authority of an average 0.7% increase:

The PCFA and Peninsula College agree that all values on Appendix B and the adjunct Salary Schedule will be adjusted upward by 0.7%, effective January 1, 2019,



Andrea Motyka, PCFA
6/12/18
Date



Mike Glenn, Chair,
PC Board of Trustees
6/12/18
Date

PCFA LOACAL 3436 – PENINSULA COLLEGE

MEMORANDUM OF AGREEMENT 18-21-02

The Peninsula College Faculty Association and the Peninsula College Board of Trustees agree to pay the Head Men's Soccer Coach Position on exempt contract. The annual contract (July 1 – June 30) will include no more than 36% academic employee duties. Thirty-six percent of the contract is based on the number of anticipated credits and the Part-Time Faculty Salary Schedule. If the teaching load exceeds the annual amount of 36%, the individual will be paid for the overload (moonlight), per Article 9.1.2.3.


This position would be eligible to participate as a bargained member based on being a part-time faculty member per Article 1.2.

For Peninsula College Faculty Association:



Andrea Motyka, President

For Peninsula College Board of Trustees:



Luke Robins, President

Date: 10/18/18