



AGREEMENT

By and Between

CLOVER PARK TECHNICAL COLLEGE DISTRICT #29

and

CLOVER PARK FEDERATION OF TEACHERS
LOCAL 3913

August 25, 2009 – June 30, 2012

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ARTICLE 1
FEDERATION RECOGNITION

- 1.1 The Board of Trustees of Clover Park Technical College District No. 29, hereinafter referred to as the “College” or “Employer,” recognizes the Clover Park Federation of Teachers, Local 3913, AFT/ AFT Washington, hereinafter referred to as the “Federation,” as the exclusive bargaining agent with respect to wages, hours, and conditions of employment for all full-time and part-time Clover Park Technical College faculty members in the following categories and as further defined in [Chapter 28B.52 RCW](#): (1) Instructors, (2) Counselors, (3) Librarians.

ARTICLE 2
MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 2.1 The Employer, acting on behalf of the State of Washington, retains and reserves all rights of management, in addition to all powers, rights, and authority, duties and responsibilities conferred upon and vested in it by the State Board for Community and Technical Colleges, and laws and the Constitutions of the State of Washington and the United States.
- 2.2 The Federation recognizes that the Employer is legally responsible for the operation of the College, and that the Board of Trustees may delegate to the President all of the necessary authority to discharge all of its responsibilities subject to the laws above mentioned, and the provisions of this Agreement to include but not be limited to the following:
- A. Utilize, within the judgment of the Employer, the most appropriate and effective methods to operate the College and to manage and direct the faculty members covered by this Agreement.
 - B. To hire, promote, transfer assign, train, direct, and evaluate the performance of faculty members covered by this Agreement.
 - C. To develop, implement, modify or terminate any policy, procedure, manual or work methods associated with the operations of the College, and communicate same which shall be uniformly applied.
 - D. To suspend, discharge for cause, non renew a probationary appointment or take other appropriate action.
 - E. To determine the methods and means necessary to effectively carry out the mission and goals as determined by the Employer.
 - F. To determine size and composition of the work force.
 - G. Take such actions as may be necessary to carry out the mission of the College in responding to natural and man-made disasters such as a mass disaster, significant civil disturbance, earthquake, epidemic disease, terrorism or other event having an equivalent impact on service delivery, which may necessitate a temporary change in operational procedures.

- 2.3 In pursuing its responsibilities, the Board of Trustees and/or the President adopt policies which direct the administration of the College including all matters not specifically and expressly covered by the language of this Agreement.
- 2.4 All matters not specifically and expressly covered by the language of the Agreement shall be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE 3

FEDERATION RIGHTS

3.1 Union Security

The Employer agrees all full time and part-time faculty members shall have the right to organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any faculty member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Federation; his/her participation in any lawful activities of the Federation or collective negotiations with the Employer; or any grievance, complaint, or proceeding under this agreement. Nothing in this section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.

3.2.1 Representation Fee

Faculty members of Clover Park Technical College, District 29, shall, as a condition of continued employment on or after the thirtieth (30th) day following the beginning of employment, as a member of the bargaining unit pay Federation dues or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation, to reimburse the Federation for the expense of representing members of the bargaining unit.

3.2.2 Non-Association

If a faculty member asserts a right of non-association based on bona fide religious tenets or teaching of a church or religious body of which such faculty member is a member, that faculty member shall pay to a non-religious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring and retaining membership in the Federation. The charity shall be agreed upon by the faculty member and the Federation. If the faculty member and the Federation cannot reach agreement on the matter, PERC (Public Employment Relations Commission) shall designate the charitable organization. In the event of a disagreement arising out of a claim of non-association based on bona fide religious tenets, either the faculty member or the Federation may file with PERC a petition for a declaratory ruling. Upon being served with a copy of such a petition filed, the Employer shall preserve the status quo by withholding and retaining the disputed fees until PERC has ruled on the matter.

3.2.3 Notification

The Employer agrees to notify all applicants and new hires of the representation provision and agrees to provide information on membership and representation.

3.3 Payroll Deduction

All faculty members shall, as a condition of employment, provide the College with a written authorization to deduct from each paycheck Federation dues or representation

fee. The Employer shall, upon written authorization of the faculty member involved, make payroll deductions of Federation membership dues for all full and part-time faculty members. Such deductions shall be remitted to the Federation treasurer within five (5) days of payroll checks being issued. The Federation will indemnify, defend, and hold the College harmless against any claims and any suits instituted against the College on account of any deductions of Federation dues or representation fees. The Federation agrees to refund to the College any representation fees or dues paid to it in error. All representation fees and dues shall be through payroll deduction.

3.4.1 Use of Campus Facilities

A. Temporary uses

The Federation and its representatives shall have the right to use College buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the College.

B. Storage

Under a mutual agreement reached through the union-management group established in part 3.10, the Employer shall provide at no charge a storage space which the Federation may use for the purpose of storing its records relating to administration of this Agreement. The Federation shall be solely responsible for the safety and security of its records, and shall indemnify the Employer for any damage or loss to property or contents which is caused by Federation members or agents. The Employer may also allow other bargaining units to have or rent storage space in the same room.

3.4.2 Use of Internal Communication Services

The Federation is allowed to distribute communications using campus communication services provided the Federation pay variable costs. The Federation may use faculty mail slots for official communications.

3.4.3 Bulletin Boards

The Federation may at its own expense, place one bulletin board, not to exceed approximately 2' X 3' in size, in each satellite location and one in the Employer's mailroom. Specific placement of such boards shall be subject to the approval of the Employer. The officially designated Federation representative in each location shall be responsible for maintaining such boards. The Federation will keep the Employer notified in writing of the names of its designated representatives in each location.

3.5 Authorized Time

A. Meetings under Agreement

Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with administration regarding matters relating to grievances, negotiations, or committees authorized by this Agreement. However, the Federation shall reimburse the Employer for the costs of substitutes for faculty members engaged in bargaining a successor to this Agreement. The faculty member will notify his/her dean/supervisor when a substitute is needed for the purpose of negotiations, and the substitute will identify on a timesheet the bargainer for whom s/he is substituting.

B. President

The Employer shall partially release the Federation President from regular faculty workload so that s/he may perform responsibilities relating to administration of this

Agreement. This release time shall be at the rate of 100 hours per academic year. The release time shall be scheduled, by agreement with the President's dean or other supervisor, to minimize the impact on the services provided to the President's students or work unit. That agreement may provide for allocating this release time over more than one quarter. The President shall arrange with her/his dean/supervisor for any necessary substitute(s), and shall appropriately request the leave and report each absence in accordance with College procedures.

3.6 Conferences and Meetings

The Federation may request to send two representatives to official Federation conferences or meetings. Requests shall be submitted before each such meeting to the College's chief Human Resources officer, who shall not unreasonably withhold approval. The Federation shall reimburse the College for substitutes if a substitute is required. The faculty member shall suffer no loss in pay related to such participation. The total number of days used by each person under this subsection, when added to the total(s) used by others, shall not exceed ten (10) days in any one fiscal year.

3.7 Board Minutes and Related Materials

The Federation shall be furnished with a copy of the minutes, agenda and related materials at the same time and in the same form as those furnished the public and the Board of Trustees with the exception of confidential matters related to executive session.

3.8 Access to Board of Trustees Meetings

An officially designated Federation representative or agent shall have the right to appear at Board of Trustees open meetings.

3.9 Right to Board of Trustees Policies and Procedures Manual

The Federation shall be provided a current copy of the Board of Trustees Policies and Procedures Manual.

3.10 Federation - College Relations

A. Holding meetings

Representatives of the Federation and the College will meet regularly for purposes of reviewing the administration of this Agreement and attempting to resolve problems having an impact on this Agreement that may arise from any College committee, group or individual. Neither party shall have control over the selection of the representatives of the other party, and neither shall have more than three (3) representatives. Requests for meetings will be made through the College's chief Human Resources officer. Date, place and time of the meetings shall be mutually agreed to.

B. Subjects of meetings

These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Each party shall submit an agenda of items it wishes to discuss at least three (3) days prior to the scheduled meeting, although either party also may request at the meeting that items be added to the agenda.

3.11 Federation Visits

Authorized representatives of the Federation shall be permitted to visit faculty members in their buildings when such visits will not interfere with the faculty member's duty assignment or normal college operations.

3.12 Distribution of Agreement

The Employer will provide a copy of this Agreement to each new faculty member, and shall also make it available to faculty by posting it on the support page on the CPTC intranet.

3.13 College Calendar

During each year of this Agreement, the Vice President for Instruction, the Federation President, and the College Registrar will meet and determine the College calendar for the following year.

ARTICLE 4
EMPLOYEE RIGHTS AND RESPONSIBILITIES

4.1 This Article affirms the basic rights of all faculty members and assumes that each faculty member shall be treated consistently in the implementation of all policies, rules, and regulations.

4.2 The Employer and the Federation shall cooperate in maintaining the faculty members' right to consistent standards, regulations and policies uniformly applied; to gain timely knowledge of the duties and expectations of their assigned positions; and to participate in opportunities for professional development through such avenues as orientation, training, meetings and supervised activities.

4.3 Nothing herein contained shall be construed to deny or restrict to a faculty member the mandated rights under laws of the State of Washington or other applicable laws and regulations. The rights granted the faculty member hereunder shall be deemed to be in addition to those legally provided elsewhere.

4.4 The Revised Code of Washington provides for the defense and indemnification of all state officers and employees whose good faith performance of their official duties gives rise to liability claim. Such liability claims shall be processed under the applicable RCW.

ARTICLE 5
NO STRIKE OR LOCKOUT

5.1 The Employer and the Federation agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its faculty members during the term of this Agreement, and the Federation agrees on behalf of itself that there shall be no strike, no slowdowns, and no sickouts during the term of this Agreement.

ARTICLE 6
NONDISCRIMINATION

6.1 The Employer and the Federation agree that no faculty member shall experience discrimination, jeopardy, coercion or denial of any rights from the Federation or the Employer by virtue of the faculty member's participation or lack thereof in any lawful activity or program of the Federation.

6.2 The Employer and the Federation agree that this Agreement shall be applied without regard to race, creed, religion, age, color, national origin, disabled veteran, sex, marital

status, sexual orientation, gender expression/identity, or the presence of any sensory, mental or physical disability except as required in accordance with this Agreement or as otherwise provided by law.

ARTICLE 7 **ACADEMIC FREEDOM**

- 7.1 Academic freedom is fundamental for the advancement of truth in all institutions of higher education conducted for the common good. The common good is best achieved when faculty members are free to pursue scholarly inquiry without undue restrictions, and to voice and publish conclusions that the faculty member considers relevant.
- 7.2 Faculty members shall use their professional expertise and discretion in selecting materials, course content, and effective methods of instruction and text selection.
- 7.3 Academic freedom also means that faculty members shall have freedom of discussion and expression. Controversial issues shall be presented in an objective manner related to appropriate course content.

ARTICLE 8 **SAFETY**

- 8.1 Safety Generally
Both parties agree that every reasonable effort shall be made to maintain safe and hazard free working conditions. Faculty members shall follow College safety rules and procedures.
- 8.2 Notifications
It is the responsibility of the College to notify faculty members of an unsafe or hazardous condition that is known by the College to exist. It is the responsibility of faculty members to notify the College of any unsafe or hazardous condition that is known by the faculty member to exist. Faculty members shall notify the Vice President for Operations and Facilities of any hazardous condition previously reported that has not been appropriately remedied.
- 8.3 Hazardous Materials
The College with input from the Federation shall develop and give appropriate notice of rules and procedures related to the handling and disposal of hazardous materials and waste created by the College.
- 8.4 Safety Committee
The College and the Federation shall abide by [WAC 296-24-045](#) in the implementation of a safety committee and its responsibilities. The makeup and responsibilities of the safety committee will be updated annually.

ARTICLE 9 **OBTAINING TENURE**

- 9.1 Application
This Article pertains only to tenured faculty and faculty who have been placed, or are being placed, on tenure track.

9.2 Definitions

The following terms used in this Article shall have the definitions stated in [RCW 28B.50.851](#): administrative appointment, faculty appointment, probationary faculty appointment, probationer, review committee, and tenure. Other terms used in this Article shall be defined for this purpose as follows:

- A. "Appointing Authority" shall mean the Board of Trustees of College District Number 29 or the district president when that board has delegated such authority to the President.
- B. "President" shall mean the President of Clover Park Technical College District Number 29 or acting President, or another College administrator s/he designates to perform a particular function (unless the content specifies the Federation President).
- C. "College" shall mean Clover Park Technical College in District Number 29.
- D. "Nonrenewal" and "not renewed" shall mean a decision not to continue the appointment of a probationary faculty member for the succeeding term of employment.
- E. "Full-time" shall mean an individual assigned a full work load position.

9.3 Eligibility for Tenure

- A. The Vice President for Instruction may give a non-tenured faculty member a probationary faculty appointment (placement on tenure track) if:
 - 1. The faculty member's position is not primarily maintained and funded at least 51% for salary and related benefits by special funds as defined in [WAC 131-16-400](#), and
 - 2. The faculty member is employed as a full-time adjunct faculty member, and either s/he has been so employed for the preceding eight consecutive quarters, excluding summer quarters, or the Vice President for Instruction chooses to place the faculty member on tenure track sooner.
- B. Each non-tenured faculty member (1) whose position is not primarily maintained and funded at least 51% by such special funds, and (2) who has been employed as a full-time adjunct faculty member for nine or more consecutive quarters, excluding summer quarters, as of the first day of the first quarter after ratification of this Agreement, shall be placed on a probationary tenure track, except that the faculty member shall have the option to waive this placement.

9.4 Tenure Review Committees – Formation

- A. Faculty pool
 - 1. Annually by the end of summer quarter, members of the tenured faculty, acting in a body, shall elect a pool of tenured faculty members from which faculty representatives to serve on teach tenure review committee shall be selected.
 - 2. The procedures for this election shall be determined by the Federation, subject to approval by the tenured faculty.
- B. Composition and selection
 - 1. Each tenure review committee will include one administrative staff representative (who may be the probationer's dean or direct supervisor) selected by the College President or President's designee, one full-time student selected by the

associated student government, and three tenured faculty members selected by the Federation President from the pool identified under subsection A above. When feasible, one of the faculty representatives on the committee should be from the probationer's field of specialization or general professional area.

2. The College President or President's designee shall seek to establish a review committee for each probationer by the end of the fifth week of the probationer's first quarter on tenure track.
- C. Term and vacancies
1. Review committee members shall serve until such time as the probationer is either not renewed or tenure is granted.
 2. If a vacancy occurs during the term of a review committee, the College President or President's designee shall appoint a replacement administrative member, the Federation President shall appoint a replacement faculty member from the faculty pool, and the associated student government, under its procedures, shall appoint a replacement student.

9.5 Tenure Review Committees – General Duties and Responsibilities

The general duties and responsibilities of the tenure review committee shall be to:

- A. Periodically evaluate the probationary faculty member;
- B. Meet at least once per academic year with the probationer's dean or other supervisor to collaboratively discuss areas of performance strength and concern.
- C. Advise the probationary faculty member regarding his/her strengths and areas needing improvement;
- D. Develop a plan to improve and strengthen the probationary faculty member's performance based on the performance indicators;
- E. Seek to assure that the probationary faculty member develops (with his/her supervisor) a professional development plan and complies with applicable certification requirements;
- F. Make formal recommendation to the appointing authority regarding the probationary faculty member's suitability for continued employment and tenure.

9.6 Tenure Review Committees – Operations

A. Guidelines

Each review committee shall make good faith efforts to comply with (1) [RCW 28B.50.850-869](#) and other applicable laws, (2) this Article, and (3) the College's current ["Tenure Review Procedures Handbook"](#) and ["Tenure Track Faculty Assessment System and Initial Certification Handbook."](#) In the event of any conflict, these authorities shall take precedence in that order.

B. Committee functioning

After its establishment, each review committee shall elect a chairperson, arrange for proper recording and handling of meeting minutes and other documentation, and otherwise provide for its own operations, as may be further provided in the College's ["Tenure Review Procedures Handbook."](#) Three members of the committee shall constitute the quorum necessary for conduct of committee business.

C. Recommendations

1. Second quarter: Each committee shall adopt a recommendation to the President regarding continuation or nonrenewal of a faculty member's probationary status, and forward this recommendation to the College President, at least two weeks before the end of the probationer's second quarter on tenure track.
2. Fifth quarter: Each committee shall adopt a recommendation regarding continuation or nonrenewal of the faculty member's probationary status, or award of tenure, and forward this recommendation to the College President, at least two weeks before the end of the probationer's fifth quarter on tenure track.
3. Eighth quarter: Each committee shall adopt a recommendation to the Board of Trustees regarding the granting or denial of tenure (or extension of probation), and forward this recommendation through the President, at least three weeks before the last regular Board meeting of the eighth quarter.
4. Probationer notifications: The probationer shall receive copies of all of these recommendations, and shall acknowledge such receipts in writing.

9.7 Actions regarding probationer's employment status

A. Decision-making

1. President: The President may continue or discontinue a faculty member on the probationary track by renewing or non-renewing his/her employment contract and giving appropriate notice before the start of the third or sixth quarter of probation (excluding summer quarters).
2. Board of Trustees: The final decision to award or deny tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendation of the review committee. Nothing in this Agreement precludes the Board of Trustees from receiving information or recommendations from persons other than a review committee, as the Board deems appropriate. Notice of any denial of tenure shall be given at least one complete quarter, excluding summer quarter, before expiration of the probationary appointment.

B. Effects of decisions on individual employment contracts

A decision of the College President to discontinue a probationer by non-renewing his/her employment contract, or a Board decision to deny tenure, shall terminate the faculty member's employment contract after the required period of notice, notwithstanding any contrary time period or other language in his/her individual employment contract.

C. Extension

If the review committee recommends extension of the probationary period and the probationer consents, the Board of Trustees may extend the probationary period for one, two or three quarters beyond the original probationary period, excluding summer quarter, in accordance with [RCW 28B.50.852](#).

9.8 Confidentiality of reports

All reports prepared and/or provided by a review committee pursuant to this Article shall be held in confidence by the committee, the President, Vice President for Instruction, and the Appointing Authority, except as otherwise required by law.

ARTICLE 10
DISCIPLINE

- 10.1 It is the intent of the Employer to encourage faculty members to maintain the highest employment standards and to provide professional critique, criticism and discipline when these standards are not met.
- 10.2 It is agreed that faculty members have the following rights relative to discipline:
- A. The right to have a Federation representative present at any disciplinary meeting or any meeting the faculty member reasonably believes will be disciplinary in nature. If the faculty member desires to have Federation representation, the meeting may be reasonably postponed until a representative is available but within five (5) instructional days.
 - B. The right to know in advance the nature of any meeting involving formal discipline.
 - C. The right to have any formal disciplinary charges made in writing.
 - D. The right to have all officially documented information that will be referred to regarding any formal disciplinary charges made available to the faculty member, upon request, and prior to any official disciplinary hearings.
 - E. The right to contest any evidence presented in an official disciplinary hearing.
 - F. The right to utilize the Contract grievance procedure in any disciplinary action, EXCEPT dismissal or non-renewal.
 - G. The right to have the College follow a course of progressive discipline. Discipline generally follows a sequence of three steps: verbal warning, written warning, suspension or termination. The discipline invoked depends upon the severity of the offense or threat to others. The College has the right to select the appropriate step contingent on the severity of the offences. In certain cases, the principal of progressive discipline may not apply. Procedures for cases of this nature are defined in Article 12 of this Agreement.
 - H. The right to have the College follow disciplinary procedures up to and including termination in accordance with the terms of this Agreement and applicable state laws.
 - I. The faculty member has the right to expect that any disciplinary issues or action taken will be kept confidential. However, although the Employer will make every attempt to maintain confidentiality, the Federation and the Employer mutually agree that confidentiality cannot be guaranteed, especially during any investigation.
- 10.3 The disciplinary process shall follow the procedures and sequence as listed below.
- A. The Employer will prepare a pre-disciplinary letter to the faculty member with a copy to the Federation President. The letter shall:
 - 1. Describe the nature of the event, misconduct, violation, etc.
 - 2. Provide any official documentation that will be referenced with regard to the discipline.
 - 3. Remind the faculty member of *Weingarten* Rights.

4. Identify a date of a meeting for the faculty member to explain why discipline should not be issued.
- B. The Employer shall hold a pre-disciplinary meeting with the faculty member. At that meeting:
 1. The faculty member may or may not elect to have Federation representation at the meeting.
 2. The faculty member and/or employer are permitted to bring any witnesses that may present information relevant to the situation.
 3. Both parties shall notify the other party of any potential witnesses at least 48 hours in advance of the pre-disciplinary meeting.
 4. Evidence that contests the event, misconduct, violation, etc., may be presented by the faculty at the pre-disciplinary meeting.
 5. If the faculty member does not elect Federation representation, the Federation reserves the right to attend to represent the interests of the union.
 - C. Upon completion of the pre-disciplinary meeting the Employer shall review all relevant information and issue a final written decision letter to the faculty member and a copy to the Federation President describing the resolution, or discipline.
 1. Should the pre-disciplinary meeting in 10.3.B result in a verbal warning being issued to the faculty member, the Employer shall provide a written summary of the meeting outlining the issue and resolution, the summary shall state the discipline is a verbal warning and the faculty member will be requested to sign, date and return the summary to the Human Resources Office. The original shall be filed in the faculty member's file, a copy returned to the faculty member, a copy to the Federation President, and a copy to the faculty member's supervisor. Should the faculty member refuse to sign the meeting summary, the Employer shall so note the faculty member's refusal to sign on the meeting summary, file the original in the faculty member's file, and send a copy to the faculty member and faculty member's supervisor.
 2. Should the pre-disciplinary meeting in 10.3.B result in discipline beyond a verbal warning, the Employer shall provide a written disciplinary letter outlining the issue and the level of discipline issued. The faculty member will be requested to sign and date the letter verifying knowledge of the letter going into the faculty member's official personnel file and receipt of a copy of the letter. The original shall be filed in the faculty member's file, a copy returned to the faculty member, a copy to the Federation President, and a copy to the faculty member's supervisor.
 - D. Should the faculty member refuse to sign either the meeting summary or the formal disciplinary letter, the Employer shall so note the faculty member's refusal to sign on original, file the original in the faculty member's file, and send a copy to the faculty member and faculty member's supervisor. Refusal to sign the disciplinary document does not remove the responsibility or details of the discipline.

10.4 Dismissal

- A. Should the Employer determine a faculty member should be dismissed for just cause, the Employer shall follow procedures outlined in Article 12 of this Agreement.
- B. The above sections do not preclude the Employer from removing and/or suspending the faculty member from the workplace in advance of the faculty member and Federation review.

ARTICLE 11
GRIEVANCE PROCEDURE

- 11.1 The College and Federation agree the grievance process is a method by which lines of communications can be opened between faculty members and the College to resolve formal contractual disputes that cannot be solved informally. Every effort to resolve concerns, disputes and complaints at the point of origin utilizing the normal channels of communication shall be made.
- 11.2 A grievance is defined as those issues in dispute between the Employer and the Federation concerning an alleged violation, interpretation or application of the specific terms of this agreement.
- 11.3 When two (2) or more grievances involving the same or similar alleged violation(s) have been submitted, the Federation may consolidate the grievances.
- 11.4 Except for issues relating to process or violations of this agreement, matters relating to tenure, probation, and faculty assessment shall not be subject to the grievance procedure.
- 11.5 In the event that a grievance arises during the term of this Agreement, it shall be handled in the following manner:

Step 1:

The Grievant and the Federation representative shall present a written (hard copy or email) grievance to the immediate supervisor within twenty (20) instructional days of the date and time of the occurrence of the event giving rise to the grievance, or twenty (20) instructional days from the date and time such event should have been known or it shall be deemed waived. The written grievance must include the following information:

- i. The nature of the grievance;
- ii. The facts upon which it is based;
- iii. The specific Article and section of the Agreement or of any law, rule, regulation or College policy and practice affecting conditions of employment violated, misapplied, or misinterpreted;
- iv. The specific remedy requested;
- v. The name of the grievant(s) and
- vi. The name and signature of the CPTC faculty representative.

The immediate supervisor shall respond within ten (10) instructional days after the grievance is so presented. Step 1 shall be deemed concluded upon written response served (in person, email or certified mail) upon the Federation representative; then

Step 2:

If no settlement is reached as presented in Step 1, the written (hard copy or email) grievance shall be referred to the chief Human Resources officer within ten (10) instructional days of the conclusion of Step 1. Step 2 shall be deemed concluded upon the chief Human Resources officer's written response served within ten (10) instructional days (in person, email or certified mail) upon the Federation representative.

- 11.6 If agreement has not been secured, mediation could be invoked upon mutual agreement of the parties within ten (10) instructional days upon the conclusion of Step 2. Grievance

mediation is an optional and voluntary part of the grievance process. When grievance mediation is invoked, the contractual time limits for moving the grievance to arbitration shall be extended by twenty (20) instructional days unless different period of time is mutually agreeable and memorialized in writing.

- 11.7 Arbitration – Agreement Issues: If no settlement is reached in Step 2 above, the Federation at its sole discretion may refer the grievance to arbitration by written notice to the President within ten (10) instructional days from the conclusion of Step 2.

Only grievances which involve an alleged violation, interpretation and/or application of a specific section or provision of this Agreement shall be subject to arbitration.

If such grievance is not referred to arbitration within ten (10) instructional days from the conclusion of Step 2, the grievance shall be considered settled on the basis of the chief Human Resources officer's decision.

- A. The Federation shall refer matters subject to arbitration to the American Arbitration Association within ten (10) instructional days and request a list of seven (7) qualified arbitrators. The Federation and the Administration meet to strike names within ten (10) instructional days of receipt of the arbitrator list with the parties flipping a coin to determine who strikes first. The Federation will notify the arbitrator selected by the parties within seven (7) days of selection.

The arbitrator selected will confer with the representative of the Employer and the Federation and hold hearings.

The decision of the arbitrator will be submitted to the Employer and the Federation and will be final and binding upon the parties.

- B. Jurisdiction of the arbitrator is limited to:
1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
 2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or the law of the industry; and
 3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any terms or condition of this Agreement or which is in conflict with the provision of this Agreement; and
 4. The rendition of a decision or award that is based on the contract in effect at the time the grievance was originally filed; and
 5. The rendition of a decision or award in writing which shall include a statement of the issues, reasoning and grounds upon which such decision or award is based; and
 6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
 7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.
 8. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

9. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as part of any award.
 10. The arbitrator may retain jurisdiction to such time as the award is completed.
- C. The expenses of the arbitrator and all other expenses of the arbitration proceeding, other than those incurred by each party in the presentation of its own case, shall be borne equally by the parties involved.
- 11.8 Time limits referred to in this Article are considered as maximums but may be waived by mutual agreement in writing.
 - 11.9 Failure of the Employer to act in a timely manner in any of the procedural steps may move the grievance to the next higher step in the grievance process. Failure of the Federation to act in a timely manner will nullify the Federation's claim.
 - 11.10 For purposes of this Article, summer quarter may be excluded from computation of time limits if mutually agreeable and memorialized in writing.
 - 11.11 All documents, communications and records dealing with the processing of a grievance shall be filed separately and not in a personnel file.
 - 11.12 By mutual written consent of the Federation and the Employer, any procedural step may be passed over in favor of action of a subsequent step.
 - 11.13 The Federation and its members shall be free to exercise their rights under this article without retaliation.

ARTICLE 12

DISMISSAL AND REDUCTION IN FORCE

- 12.1 Application
This Article 12 pertains only to tenured faculty and to tenure track (probationary) faculty.
- 12.2 Purposes
The purposes of the system of faculty tenure set forth in [RCW 28B.50.850 through 28B.50.873](#), and as implemented for District 29 by the provisions of this Article, are:
 - A. To protect the concepts of faculty employment rights and faculty involvement in the protection of those rights in the state system of community and technical colleges;
 - B. To define a reasonable and orderly process for the dismissal of tenured faculty and tenure track faculty.
- 12.3 Definitions
 - A. The definitions in [RCW 28B.50.851](#) and Article 9 apply to the same terms in this Article.
 - B. "Dismissal Review Committee" shall mean a committee composed of tenured faculty member peers, a student (attending full time), and a member of the administrative staff of the College who is not the immediate supervisor of the affected employee, provided that a majority of the committee shall consist of faculty member peers.

12.4 Dismissal Review Committees – Formation and operation

A. Faculty pool

1. Annually by the end of summer quarter, members of the tenured faculty, acting in a body, shall elect a pool of tenured faculty members from which faculty representatives to serve on a dismissal review committee shall be selected. The pool should be large enough to provide a reasonable number of alternates.
2. The procedures for this election shall be determined by the Federation, subject to approval by the tenured faculty.

B. Composition and selection

1. Each dismissal review committee will include one administrative staff representative selected by the College President or President's designee, one full-time student selected by the associated student government, and three tenured faculty members selected by the Federation President from the pool identified under subsection A above.
2. An appointee shall be disqualified, and a substitute appointed as for a vacancy, in a case where the appointee reasonably appears (a) to be biased or prejudiced, (b) to have a conflict of interest or other personal involvement, or (c) likely to be called as a witness.

C. Term and vacancies

1. Each dismissal review committee member shall serve for one academic year and through the completion of each appeal which was commenced during that year, except that the Federation President may instead appoint faculty members for staggered three year terms.
2. If there is a vacancy on a review committee, the College President or President's designee shall promptly appoint a new administrative member, the Federation President shall promptly appoint a new faculty member from the faculty pool, and the associated student government, under its procedures, shall promptly appoint a new student member.

D. Operation

Three members of the committee shall constitute the quorum necessary for conduct of committee business. The committee shall operate in accordance with the Administrative Procedure Act, [RCW 34.05](#).

12.5 Policy Relating to the Dismissal of Tenured and Probationary Faculty Members

A. Dismissal procedures will begin with the pre-dismissal procedure in Section 12.6. Dismissal of tenured faculty members and dismissal of probationary faculty members during the term of their appointment shall not be subject to the grievance procedure. Where applicable, the provisions of [RCW 28B.50.873](#) shall be utilized and shall supersede the terms of this Article.

B. A tenured faculty member shall not be dismissed except for cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for cause. Cause shall include but not be limited to:

1. Aiding, abetting or participating in:
 - a. any unlawful act of violence,
 - b. any unlawful act resulting in destruction of College property,
 - c. any unlawful interference with the orderly conduct of the educational process;
2. Incompetence;

3. Neglect of duty;
4. Insubordination
5. Conduct unbecoming a member of the faculty and that is detrimental to the educational objectives of the College;
6. Physical or mental inability to perform duties and responsibilities as specified in the contract;
7. Gross misconduct;
8. Mistreatment or abuse of the public, fellow workers, or students.
9. Conflict of interest or violation of the state ethics law;
10. Repeated and willful violation of College rules, regulations, or duly adopted procedures;
11. Malfeasance;
12. Sexual harassment;
13. Substance abuse;
14. Theft or embezzlement of state property.

12.6 Pre-Dismissal Procedure

- A. Before any formal notice is given of a dismissal, except a reduction-in-force, of a tenured or probationary faculty member, the faculty member and Federation President shall receive preliminary written notice which:
 1. Explains the basis for the proposed action and
 2. Offers an opportunity to present, within ten (10) calendar days, either in person or in writing, reasons why the proposed action should not be taken.
- B. The matter may be terminated by mutual consent at this point, but if an adjustment does not result the case shall be referred to the College President. If the College proceeds with dismissal, it shall be governed by the procedure set forth in Section 12.7.

12.7 Procedure Relating to the Dismissal of a Tenured or Probationary Faculty Member For Cause

- A. Following the pre-dismissal procedure specified in Section 12.6 above, and after it is determined by the President that dismissal proceedings should be initiated, the President shall provide written notice which specifies the grounds constituting cause for dismissal, and serve that notice on the affected employee and provide copies of the notice to the members of the dismissal review committee. The written notice shall include:
 1. Notice of right to a hearing;
 2. A statement of the legal authority and jurisdiction under which the hearing is to be held;
 3. A reference to the particular statutes, rules and/or procedures that are involved;
 4. A short and plain statement of the matters asserted;
 5. The proposed date of separation from service.
- B. The affected faculty member shall have ten (10) calendar days from the date of the notice of dismissal to make a written request to the President for a hearing. Failure to make a timely request for a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.
- C. Within fourteen (14) calendar days of a request for a hearing, the College President or his/her designee shall give notice of the hearing, at least ten (10) calendar days before the hearing commences. The notice shall include the information stated in

[RCW 34.05.434](#). The hearing shall be scheduled to occur and conclude within sixty (60) calendar days of the faculty member's request (or sixty days of the President's notice for a reduction in force). Requests for a continuance of a hearing date may be granted at the discretion of the hearing officer.

- D. An affected faculty member who has requested a hearing shall be entitled to one adjudicative proceeding pursuant to the Administrative Procedure Act, [Chapter 34.05 RCW](#), and the procedures set forth herein.

12.8 Duties and Responsibilities of the Dismissal Review Committee

The general duty of the dismissal review committee shall be to prepare and submit recommendations to the Appointing Authority regarding the proposed dismissal. Specific responsibilities of the committee shall be:

- A. To review the case of the proposed dismissal;
- B. To attend the hearing and, at the discretion of the hearing officer, call and/or examine witnesses;
- C. To hear testimony and to duly consider all evidence which is admitted into the hearing;
- D. To arrive at its recommendations in conference on the basis of the evidence received at the hearing. Within ten calendar days after the conclusion of the formal hearing (five calendar days in the case of a reduction in force), the committee will present its recommendations to the hearing officer, verbally or in writing. Any failure of the dismissal review committee to make recommendations regarding dismissal within the prescribed time shall be deemed a recommendation neither for nor against dismissal. The hearing officer shall still proceed to draft findings and conclusions as s/he deems appropriate, as prescribed below.

12.9 Hearing Officer Appointment and Duties

A hearing officer shall conduct the hearing, in accordance with [Chapter 34.05 RCW](#).

- A. Within ten (10) calendar days following the request for the hearing, the College President, or designee, will appoint a hearing officer not otherwise associated with the college.
- B. The duties and/or authority of the hearing officer include:
 - 1. To recommend whether a committee member should be disqualified under part 12.4.B.2 above, if such disqualification has been requested;
 - 2. To administer oaths and affirmations, examine witnesses, and receive evidence, provided that no person shall be compelled to divulge information which they would not be compelled to divulge in a court of law;
 - 3. To issue subpoenas;
 - 4. To take depositions or cause depositions to be taken;
 - 5. To regulate the course of the hearing;
 - 6. To hold conferences, with the consent of the parties, for the settlement or simplification of the issues;
 - 7. To make all rulings regarding the evidentiary issues presented during the course of the hearing;
 - 8. To appoint a court reporter, and to assure that a transcription of the hearing is made, if necessary;

9. To prepare proposed findings of fact and conclusions of law, as further prescribed below;
10. To be responsible for preparing and assembling a record for review by the Appointing Authority, in accordance with [RCW 34.05.476](#);
11. To decide, in consultation with the dismissal review committee, whether the hearing shall be open to the college community or whether particular persons should be excluded from attendance;
12. To consolidate individual reduction-in-force hearings into a single hearing.

12.10 Hearing officer report and final Board decision

A. Report

The hearing officer shall prepare proposed findings of fact, conclusions of law, and recommended decision. These shall be consistent with the recommendations of the committee majority, except that to any extent that a committee member or the hearing officer disagrees, the hearing officer shall also attach an explanation of those differences in such form as s/he deems appropriate. The hearing officer shall provide the findings, conclusions, recommended decision, and any attached explanation to the affected faculty member and the Appointing Authority within twenty (20) calendar days after that officer's receipt of the committee's recommendations (within ten days after the hearing for a reduction in force).

B. Limited criteria for RIF's

In a reduction-in-force case, the only issue to be determined shall be whether, under the applicable policies and rules and this Agreement, the particular faculty member or members advised of dismissal are the proper ones to be terminated.

C. Final decision

In all dismissal cases, the Appointing Authority (Board of Trustees) shall make the final decision, and shall so notify the affected faculty member(s) in writing within ninety (90) days after the conclusion of the hearing, as further provided in [RCW 34.05.461](#). The committee's recommendation shall be advisory only, and in no respect binding in fact or law on the Appointing Authority. The Appointing Authority's decision shall include the effective date of dismissal, if any, which shall be no earlier than the date of the final decision.

D. Appeal from Appointing Authority decision

Pursuant to [Chapter 34.05 RCW](#), the affected faculty member shall have the right to appeal the final decision of the Appointing Authority to superior court within thirty (30) calendar days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision.

12.11 Special Procedures Relating to Dismissal Resulting from Reduction in Force

A. RIF generally

Reduction in force involves dismissal of faculty for financial and/or enrollment reasons which generally are beyond the control of the individual faculty member. Reductions in force are subject to sections 12.7 through 12.10.

B. RIF units

Reduction-in-force (RIF) units shall be established. Each tenured faculty member and each probationary faculty member shall be assigned by the President or designee to one RIF unit. Each separate instructional program shall constitute an

individual RIF unit, provided that the following shall be considered to be separate RIF units for this purpose:

1. ABE/GED;
2. ESL;
3. Communications (English, writing, and speech);
4. Mathematics;
5. Life science;
6. Physical science;
7. Humanities (including Psychology and Sociology)
8. Library;
9. Counseling.

By January 15 of each year, the College will provide the Federation with an updated RIF list, current as of the preceding December 31.

C. Reasons for RIF's

Reduction in force may occur as a result of one or more of these conditions:

1. The State Board for Community and Technical Colleges declares a financial emergency pursuant to [RCW 28B.50.873](#). In that event, the provisions of that statute shall supersede any inconsistent provisions in this Article;
2. The President determines that a reduction in force is necessary;
3. A program review process finds that program closure and/or staffing changes are appropriate;
4. The Appointing Authority makes a change in educational policy or goals.

D. Order of Reduction

1. If the number of faculty members is to be reduced under this Article, the President, after considering input from the Federation President and other advice as deemed necessary, shall determine which programs or services are to be reduced. This determination is within the sole discretion of the President.
2. If a reduction is determined to be necessary within a RIF unit, this will be the order of reduction within that unit: part-time adjunct, full-time adjunct, tenure-track (probationer), and tenured faculty. For tenured faculty within a RIF unit, the reduction will be in order of least seniority, based on the date the faculty member was placed on tenure track.

E. Recall rights

A tenured faculty member who has been dismissed as part of a reduction-in-force shall have the right to recall to a vacant position in his/her assigned RIF unit for 12 months after the effective date of the dismissal, if s/he meets two conditions:

1. The affected faculty member has requested placement on the recall list in writing to the college's chief Human Resources officer no later than fifteen (15) calendar days following the effective date of dismissal, and has kept the Human Resources office informed of his/her current address; and
2. The Vice President for Instruction determines that the faculty member possesses all of the minimum qualifications for the identified position.

F. Recall response

When a faculty member is officially notified of a recall, s/he will have ten (10) working days to accept the offered position, verbally or in writing. In the absence of such acceptance, the college's chief Human Resources officer shall treat the faculty member as having refused the recall. Any dismissed employee who refuses an offer

of recall shall be removed from the recall list, and shall no longer be considered eligible for recall.

G. Rights upon recall

Employees reinstated under this Article shall assume their previously accumulated seniority and associated benefits.

12.12 Confidentiality of Reports

All reports prepared and/or provided by a review committee pursuant to this Article shall be held in confidence by the committee, the President, and the Appointing Authority, except as otherwise required by law.

12.13 Program review

The Program Review process will follow the guidelines and procedures as outlined in the "Program Review Handbook." Any changes to the process will be mutually agreed to by the College and the Federation.

ARTICLE 13

FACULTY PERFORMANCE ASSESSMENT

13.1 The procedures for assessment of tenured faculty are set forth in [the "Tenured Faculty Assessment System and Standard Certification Handbook"](#), as revised in July 2006.

13.2 The procedures for assessment of tenure track faculty are set forth in the ["Tenure Track Faculty Assessment System and Initial Certification Handbook"](#), as revised in July 2006.

13.3 The procedures for assessment of adjunct and non-certificated faculty are set forth in the ["Non-Certificated and Part-Time Adjunct Faculty Assessment System Handbook"](#), as revised in July 2006.

13.4 All disputes that arise from implementation of the assessment process may be appealed to the Vice President for Instruction. The Vice President for Instruction and Federation President will review all appeals and make every effort to resolve any disagreements. Any disagreement that cannot be resolved between a faculty member and his or her first-line supervisor during goal setting, the interim review, or the final review may be appealed, but no later than twenty (20) working days following the identified disagreement.

13.5 Nothing in Article 13 shall be construed to prevent the Employer from initiating a performance improvement plan as it deems appropriate. In the event a faculty member is placed on a performance improvement plan, the plan will include at a minimum:

- Identification of the area(s) of concern or deficiency(ies)
- Expectations
- Resources available
- Timelines for implementation and/or completion of identified activities
- Start date
- End date

ARTICLE 14
PERSONNEL FILES

14.1 Official Personnel File

- A. Only one (1) official personnel file for each faculty member shall be maintained by the Employer, and that file shall be located in the College's Office of Human Resources. The official personnel file shall contain all documents pertaining to the faculty member's employment at the college and all completed assessment reports. This shall not preclude the maintenance of a supervisor's file necessary for assessments of a faculty member.
- B. Faculty members shall have the right to review with a representative of the Office of Human Resources present the materials in their official personnel file maintained in the Office of Human Resources during regular business hours except materials that were obtained upon initial employment through assurance of confidentiality to a third party. The faculty member may have a representative of the Federation accompany him or her if the faculty member so desires. Upon request, copies of the documents in the official personnel file shall be provided the faculty member. The College may assess a reasonable charge for this service.
- C. The Office of Human Resource shall have the right to require a ½ day (4 hours) notice of the intent by the faculty member to review his or her file to ensure a private office/conference room is available and a representative of the Office of Human Resources staff is available to observe.
- D. Negative or derogatory material in the official personnel file that is over three (3) years old shall not be used for disciplinary purposes unless there has been reoccurrence of similar documented behavior.
- E. When a faculty member reviews his or her official personnel file he or she will sign and date the review sheet and the sheet will remain in the file as documentation of that review.

14.2 Entering Documents Into Official Personnel File

- A. Prior to any negative or derogatory documents being filed in the faculty member's official personnel file, the faculty member will be informed in writing within ten (10) instructional days from receipt of such information by the chief Human Resources officer and provided a copy of the document. The faculty member will be requested to initial and date the document indicating he or she was properly informed of the document being placed in his or her file. This does not indicate his or her agreement with the document content. Should the faculty member refuse to initial the document the employer shall so note the faculty member's refusal to sign the original, file the original in the faculty member's file, and send a copy to the faculty member. Refusal to sign the disciplinary document does not remove the faculty member's responsibility or details of the document.
- B. In the event the faculty member feels wants to rebut the document, the faculty member will have ten (10) instructional days from the written notice to write a rebuttal to the document. The rebuttal will be attached to the document and maintained in the official personnel file.

- C. Disagreement by a faculty member with the appropriateness of materials filed in the faculty member's official personnel file is a matter which may be pursued through the grievance procedure provided in this Agreement.

14.3 Removing Documents from the Official Personnel File

- A. Materials judged by the faculty member to be negative or derogatory that are three (3) years old or more may be removed by the faculty member submitting a written petition to the chief Human Resources officer requesting specific information be removed. A faculty member may petition for the removal of negative and/or derogatory material(s) one time per year.
- B. The chief Human Resources officer shall provide a written response to the faculty member within ten (10) days of receipt of the petition as to his or her decision to agree or deny the specific material be removed and archived.
- C. Any materials removed from a faculty member's official personnel file will be archived in accordance with [Washington Community and Technical College System General Retention Schedule \(CT0201 – Personnel\)](#).

14.4 Supervisor's Working File

- A. The purpose of the supervisor's working file is to enable the supervisor to collect information for use in a faculty member's performance assessment, and the retention of copies of pertinent personal or contractual data necessary for program operation.
- B. Faculty members have the right to review materials contained in the supervisor's working file.
- C. The supervisor shall agree to a convenient time for the faculty member to examine and/or discuss the contents of the supervisor's working file.
- D. Upon completion of the assessment cycle, all documents related to that assessment cycle will be removed and destroyed except if:
 - i. The document is pertinent to the next assessment cycle.
 - ii. There was no reasonable time to assess the information and make a decision prior to the end of the performance cycle.
- E. When a faculty member reviews his or her supervisor's working file, he or she will sign and date the review sheet and the sheet will remain in the file as documentation of that review.

ARTICLE 15
LEAVES OF ABSENCE

In addition to leave otherwise provided, an employee shall receive leave with pay under the following conditions. Unused leave days are not accumulative, except as provided in Sub Article 15.7.

15.1 Absences generally

- A. Notifications
 - 1. Absence: A faculty member shall notify his/her dean or dean's designee of each absence from a scheduled class, unless the dean has waived this

requirement. A faculty member shall provide such notice (1) as expeditiously as possible for any absence which could not reasonably have been anticipated or (2) reasonably in advance when an absence from a scheduled class can reasonably be anticipated.

2. Return: A faculty member who has been absent shall provide reasonable advance notice of when s/he will be returning to work.

B. Class coverage

In the event of an absence, the faculty member may make appropriate alternate arrangements for instruction, such as communicating an assignment directly to students or asking another instructor to cover the class on a voluntary basis. If the dean or dean's designee wishes to determine an alternative arrangement, such as securing a substitute, s/he may do so.

C. Leave reporting

Unless otherwise required to be submitted earlier, promptly upon returning from an absence a faculty member shall submit to his/her dean or immediate supervisor an appropriate leave slip which reports the leave taken.

15.2 Bereavement

A. A faculty member may request up to five (5) days of paid bereavement leave for each occurrence of death in her/his immediate family. Immediate family is defined as:

- Spouse
- Parents
- Children or Step Children
- Brother or Sister
- Step Brother or Step Sister
- Step Parents
- Grandchild
- Grandparents
- Mother-In-Law or Father-In-Law
- Domestic Partner (as defined by the Health Care Authority)

B. Requests will be made to the chief Human Resources officer. The chief Human Resources officer will approve the number of days requested on a case-by-case basis.

C. When extended travel is necessary, the faculty member may request up to two (2) days of travel. The number of days approved by the chief Human Resources officer will be added to the number of bereavement days approved under Paragraph B.

15.3 Personal Leave

Not to exceed three (3) days annually. The days shall not accumulate and shall not be intentionally used to extend holidays, unless preapproved by the faculty member's dean/supervisor.

15.4 Federation Leaves

Leaves of absence for attendance to local, state or national meetings of the Federation, shall be requested of the chief Human Resources officer. No more than one (1) faculty member shall be absent from any one (1) department if the absence of more than one (1) faculty member interferes with program requirements. When such absence requires

faculty members to be absent from their assignments, the Federation will reimburse the College for expenses incurred by such absence(s).

15.5 Civil Leave

- A. Leave for jury duty required by law shall be at full pay. Any compensation received by an employee for jury duty will be reimbursed to the College by the employee.
- B. At the discretion of the chief Human Resources officer, leaves of absence with pay may be granted when an employee is subpoenaed to appear in a court of law. Any compensation received by an employee as witness fees will be reimbursed to the College by the faculty member.

15.6 Military Leave

A. Active Duty

A faculty member who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period as defined by [USERRA \(Uniformed Services Employment and Reemployment Act\)](#). All regulations related to a faculty member's military leave shall be in accordance with USERRA.

B. Reserve Duty

Faculty members who are members of the National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States shall be granted military leave of absence from regular school employment for a period not exceeding fifteen (15) days during each calendar year. Such leave shall be in addition to any vacation or sick leave to which the employee otherwise is entitled.

15.7 Sick Leave

- A. At the beginning of the fiscal year, each eligible faculty member shall be credited with an advance sick leave allowance of twelve (12) days (based on one day per month), to be used for absences caused by illness or injury. Any faculty member hired after the beginning of the fiscal year shall have a prorated number of sick leave days credited. Upon leaving employment with the college, a faculty member will be required to repay any sick leave used in excess of amount earned.
- B. One day of sick leave is equivalent to the number of hours the faculty member is required to work per day. Sick leave is to be used for absences caused by illness or injury. For example, if faculty is contracted at 7 ½ hours per day (excluding meal periods) then sick leave will be accrued at 7 ½ hours per month.
- C. The unused portion of such allowance shall accumulate from year to year.
- D. Whenever a faculty member is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the faculty member may choose between using sick leave benefits or workers' compensation. In the event the faculty member chooses to use the Workers' Compensation benefits, the College will pay only the difference between the Workers' Compensation benefits and regular pay. Time absent will not be charged against annual or accumulated sick leave.
- E. A written statement signed by a licensed health practitioner and submitted to the chief Human Resources officer upon return may be required for any absence exceeding five (5) consecutive days.

- F. All sick leave credits accumulated in other employment with the State of Washington shall be fully transferable upon contracted employment with the College in accordance with State of Washington guidelines.
- G. Sick leave shall be granted in hours. Sick leave authorized for the current year and any accumulated sick leave may be taken at any time necessary during the year. When a faculty member, due to sick leave, is absent in excess of accumulated sick leave credits, deductions shall be made for each day's absence in the same proportion as the number of days absent bears to the total days service specified in the faculty member's current contract.
- H. Family illness: Each eligible faculty member shall be allowed to use the faculty member's accrued sick leave to care for the child of the employee under the age of eighteen with a health condition that requires treatment or supervision as defined in [WAC 296-130-020\(6\)](#). Sick leave may be used in the event of the serious illness of a member of the immediate family in order to make arrangements for proper care. (Immediate family shall be defined as spouse, parent, child considered a part of the employee's family.)
- I. Sick leave for adjunct faculty: Adjunct faculty who are members of this bargaining unit will receive sick leave benefits in accordance with [RCW 28B.50.489](#), [RCW 28B.50.4891](#), [RCW 28B.50.4892](#), [RCW 28B.50.4893](#), and [RCW 28B.50.4894](#) or subsequent amendments thereto.
- J. Faculty members will have the opportunity to participate in sick leave buy back programs as permitted and described in [RCW 28B.50.553](#).

15.8 Parental/Family Leave

- A. A faculty member wishing to take leave under the [Family Medical Leave Act \(FMLA\)](#) will forward his/her request to the chief Human Resources officer no later than fourteen (14) days prior to the requested start date.
- B. A faculty member may request up to twelve (12) weeks of unpaid leave per year to the chief Human Resources officer. A year is defined as the faculty member's start date on Family Medical Leave under FMLA through the requested end date. FMLA leave will not exceed twelve (12) weeks within one year. Faculty is eligible for FMLA leave:
 - To care for the faculty's child after birth, or placement for adoption or foster care.
 - For a serious health condition that makes the faculty unable to perform his/her job.
 - To care for the faculty's spouse, son, daughter or parent who has a serious health condition.

At the faculty member's or College's option, certain kinds of paid leave may be substituted for unpaid leave. The faculty member may be required to provide advance leave notice and medical certification.

- C. When a faculty member is on approved FMLA leave, the faculty member's medical and dental benefits will continue. In the event the faculty member resigns his/her employment prior to or at the end of the FMLA leave, the faculty member may be required to reimburse the college for medical and dental benefits paid by the College.

- D. Upon return to work from FMLA, the faculty member will be assigned to his/her position held prior to taking FMLA. In the event the faculty member's position is no longer available, the faculty member will be assigned to a similar position for which the faculty member is qualified. If this were to occur, the faculty member will maintain the same seniority and pay held in the previous position held.
- E. In the event a faculty member desires to utilize sick leave instead of unpaid leave, the chief Human Resources officer may still declare the leave as taken under the FMLA. In such cases, the provisions in 15.8.B regarding the definition of year will apply. When a faculty member chooses to use sick leave and then decides to take unpaid leave, the total weeks of absence (sick leave and unpaid leave combined) within that one year will not exceed twelve (12) weeks. The same would be when a person chooses unpaid leave and then switches to sick leave.

15.9 Political

A faculty member elected to or appointed to any State or Federal political office shall apprise the College President in order that determination may be made whether the College's program needs permit the faculty member's absence from his or her position to serve in such public office. If determination is made by the College that leave may be granted, such leave will be unpaid and will commence with a natural break in the course and/or program assignment subject to the current need of the College. Upon returning from leave, every effort will be made to place the faculty member in the same or equal position from which leave was taken.

15.10 Shared Leave for Full-Time Faculty

Full-time faculty members are eligible to participate in the College leave sharing program as provided for in state statute and College procedures.

15.11 Shared Leave for Adjunct Faculty

Adjunct faculty may participate in the shared leave program but only during the quarter in which the adjunct faculty is contracted to teach.

15.12 Sabbatical Leave

A. Purpose and uses

1. Purpose: The purpose of sabbatical leave is to benefit the College and its students by providing tenured faculty members with an opportunity to engage in activities which lead to professional growth and revitalization, free from normal contractual obligations.
2. Uses: Sabbatical leave may be used for formal education, back-to-industry and/or technical training, technology training, research, travel, writing, or other activity which increases the faculty member's professional value to the College.

B. Eligibility and duration

1. Eligibility: A tenured faculty member may apply for sabbatical leave after completing at least nine (9) consecutive quarters of full-time employment (not including summer or quarters on approved leave) since receiving tenure. After satisfactorily completing one sabbatical leave, and the passage of an additional fifteen (15) consecutive quarters of such full-time employment, a faculty member may apply for another sabbatical leave. No more than one faculty member may be on sabbatical at any time.

2. Duration: Sabbatical leaves may be granted for one, two, or three quarters. During sabbatical leave, the faculty member's seniority, RIF unit status, and benefits will continue.

C. Selection

1. Application: An application for sabbatical leave must be submitted to the office of the Vice President for Instruction (VPI) by January 15 of the academic year preceding the requested leave. The application shall include descriptions of: (a) each activity proposed to be undertaken, including how each is an acceptable use under A above; (b) how each activity will contribute to the professional development of the applicant and the educational experience of students; and (c) the relevance of each activity to the mission and goals of the College and of the applicant's department/ program.
2. Review committee: The VPI's office will forward the application to a sabbatical review committee, created to review all requests for sabbatical leave and make recommendations regarding approval. This committee will be comprised of three faculty members who have each been appointed to the committee by the Federation President for a two year term, the VPI, and one dean. A faculty member may not apply for sabbatical leave while serving on the committee. The committee may meet and communicate with the applicant as it deems appropriate.
3. College criteria: In addition to evaluation of the application's contents, each request shall also be subject to review based on (a) the requirements and limitations in [RCW 28B.10.650](#), to the extent that the College deems them applicable, (b) the availability of funds, and (c) whether a replacement is necessary and has been identified.
4. Approval: The College President, after giving reasonable consideration to the committee's recommendation, shall make the final decision as to granting or denying each request. The President will send notice of the decision to the applicant by April 15.

D. Salary

1. College compensation: For a sabbatical leave of one quarter, the faculty member shall receive eighty percent (80%) of the salary which would otherwise have been payable. For two quarters of sabbatical leave, the faculty member shall receive seventy-five percent (75%) of such salary. For three quarters of leave, the faculty member shall receive seventy percent (70%).
2. Other compensation: The recipient also may receive grants or other compensation from non-college sources as long as the total of that separate compensation plus the college sabbatical payments does not exceed the total salary which the recipient would have been paid without a sabbatical.

E. Reporting of results

1. Written report: Within one quarter of returning from sabbatical leave, the recipient shall submit a written summary report to the College President, the VPI, his/her dean, and members of the review committee. This report shall address each of the elements required to be described in the application (C.1 above), including the extent to which each of them was successfully accomplished during the sabbatical leave.
2. Presentation: Within one quarter of returning, the recipient shall deliver a presentation which shares the results of the sabbatical leave with the College

community in a manner agreed to between the recipient and the recipient's dean/ immediate supervisor.

F. Conditions and contract

1. General conditions: Sabbatical leaves shall be conditioned on the provisions in the following subsection, whether or not the recipient actually signs a contract so providing.
2. Contract: Before obtaining a sabbatical leave, the faculty member shall sign a contract with the College which includes the following provisions: (a) description of the activities to be performed, including the reporting of results; (b) the time period (quarters) of the leave; (c) the salary/ compensation and limitation on outside compensation; (d) the faculty member's agreement that s/he shall return to the College following completion of the leave and serve in a professional status for a period commensurate with the amount of leave granted; (e) agreement that failure to comply with these provisions shall oblige the faculty member to repay to the College immediately all remuneration received from the College during the leave; and (f) acknowledgment that the leave shall be subject to any reduction-in-force which may occur or be initiated during the leave.

G. Modifications

Procedural guidelines for administering this Sabbatical Leave section may be implemented by the College after consultation with the Federation.

ARTICLE 16
PROFESSIONAL DEVELOPMENT

- 16.1 The College and the Federation believe that in order for the College to become a world-class technical college, all faculty must be lifelong learners. It is expected that every faculty member will continually participate in training activities that will hone and update his or her professional skills.
- 16.2 All requested training must be related to the faculty member's professional development plan and the college's mission and goals. All training, expenses, and leave requests must be pre-approved by the division dean/immediate supervisor.
- 16.3 The College will support the faculty member's attendance at professional meetings. Travel expenses, registration fees and such expenses necessary to permit the faculty member to reap the fullest benefits of his/her attendance at the professional development activities will be funded from the faculty member's professional development allotment under Article 20. If the state imposes budget restrictions, the faculty shall be notified of the impact on professional development pre-approvals and reimbursements.
- 16.4 Faculty participating in training activities may earn professional development units (PDU's), except that professional-technical faculty shall not earn any PDU's for training which is required to complete initial certification (a total of 90 hours for Skill Standards A, B, and D). All PDU activities must be preapproved in accordance with 16.2 above.
- 16.5 The following standards shall be used in the determination of professional development unit (PDU) values:
 - A. University/College/Clock Hour Credit

Ten (10) clock hours or one credit on a quarter system or two-thirds credit on a semester system earned in accredited programs at colleges or universities shall be equal to one PDU, provided it is in compliance with the faculty member's professional development plan.

B. Activities

Each accumulated twenty (20) hours of preplanned pre-approved participation in activities, such as conferences, seminars, workshops, or symposiums, shall be equal to one PDU. Examples of PDU's at the 20:1 ratio include:

1. Any official faculty in-service training provided by the Vice President for Instruction or designee;
2. In-state or out-of-state conference/workshop/seminar training that is pre-approved by the division dean/immediate supervisor.

C. Work Experience

Each forty (40) hours of planned, preapproved, work experience outside of regular college teaching or counseling assignments shall be equal to one PDU. Examples of work experience activities eligible for PDU's at 40:1 include:

1. Work that will increase the teaching effectiveness of the faculty member;
2. Work that will provide the faculty member with new and/or updated technical skills.

D. Independent Research/Independent Development

Each forty (40) hours of independent preplanned, preapproved research and other individual development activities in excess of normal contracted obligations shall be equal to one PDU. Examples of research and development activities eligible for PDU's at 40:1 include:

1. Work that will increase the teaching effectiveness of the faculty through research and implementation of new instructional strategies.
2. Work that will provide a value-added benefit to the College operations; e.g., developing a customer service training or developing a spreadsheet that will be used campus wide to collect and disseminate student information.
3. Research required to bring exposure and credit to the College resulting in being a keynote speaker at a conference when no compensation is received or providing a workshop at a conference or seminar when no compensation is received.
4. Non-credit, self-paced course work.

16.6 Events and activities which are not eligible for PDU's include:

- A. Department/division meetings;
- B. Federation meetings or training, unless training satisfies the objectives of the faculty member's instructional and professional capacities and/or College objectives;
- C. Serving on a tenure committee;
- D. Serving on a College committee;
- E. Duties performed by a faculty member outside his or her scope of primary responsibilities and for which s/he receives a stipend;

- F. Training that is required to obtain certification or licensure which is a condition of initial employment, including the requirements for initial certification which a professional-technical faculty member must complete—a total of 90 hours for Skill Standards A, B, and D—in order to attain standard certification. See [WAC 131-16-092](#) and/or other applicable rules;
 - G. First-aid, CPR, and blood-borne pathogen instruction.
- 16.7 If there is a disagreement on whether a certain activity should be eligible for PDU's, it will be resolved via a union-management meeting under Article 3.

ARTICLE 17

INSURANCE / FRINGE BENEFITS

Health Insurance

- 17.1 The State of Washington provides health and related insurance coverage to eligible faculty members as a benefit of employment. The College will provide benefits as established by the Public Employees Benefits Board, who is responsible for establishing eligibility policies and benefit provisions.
- 17.2 Eligibility
Eligibility for health insurance benefits is determined by [WAC 182-12-115](#) and any other applicable law and rules of the State Health Care Authority. Except as otherwise provided in such law or rule:
- A. Faculty members scheduled to work at least half-time per month and who are expected to be employed for more than six (6) months are eligible for health benefits on their first day of employment, and coverage generally begins on the first day of the following month.
 - B. Part-time faculty members who are employed on a quarter-to-quarter basis are eligible for insurance coverage starting the second consecutive quarter of half-time or more employment at one or more state institutions of higher education, and coverage generally begins on the first day of the month following the beginning of the second quarter of half-time or more employment.

Retirement

- 17.3 The Teachers Insurance Annuity Association and College Retirement Equities Fund (TIAA/CREF) is available to faculty. Faculty who have been members of the Washington State Department of Retirement Systems, TRS or PERS, may continue in these systems.

Retirement & Attendance Incentive benefits from sick leave

- 17.4 The College shall provide to an eligible employee (or to his/her estate) these options regarding accrued unused sick leave, as further provided in [RCW 28B.50.553](#), [WAC 131-16-068](#), and any other applicable federal or state law: (a) annually (when at least sixty days of sick leave are accrued), an option to receive monetary compensation in return for reducing the balance of accrued leave; (b) upon death before retirement, monetary compensation at the prescribed one-for-four rate; and (c) upon retirement,

either monetary compensation or a medical expense (e.g., VEBA) plan. Participation in VEBA is determined by a vote of the employees who are eligible to retire in a given year.

- 17.5 Faculty who separate for any reason other than retirement or death are not paid for their accrued sick leave.

Other Benefits

- 17.6 An employee assistance program will be provided. Information is available in the Office of Human Resources and through the Federation.
- 17.7 Faculty may make voluntary contributions through payroll deduction to the State Board's voluntary tax-deferred 403(b) and/or other TIAA-CREF plan, through an appropriate signed authorization.
- 17.8 Automatic payroll deposits and/or payroll deductions may be forwarded to most financial institutions affiliated with the Northwest Automated Clearing House Association.

ARTICLE 18 ***JOB OPENINGS AND RESIGNATIONS***

- 18.1 All faculty vacancies, determined by the Employer to exist, will be posted on the Employer's official job web site and provided to the Federation as soon as the positions are approved for posting. Current faculty that meet the criteria for such vacancies will be given first consideration.
- 18.2 An employee finding it necessary to resign during the academic year shall submit to the Employer a written request for release, as soon as possible, but in no case less than thirty (30) calendar days prior to the resignation or last anticipated work day, whichever comes first. If the employee fails to give notice as stated, the Employer may withhold up to three (3) days of substitute pay.
- 18.3 A list of all employees covered by this Agreement that leave the College's employ shall be transmitted to the Federation Treasurer within ten (10) days of said employee(s) termination of employment.
- 18.4 In the event the employer encounters difficulty in recruiting applicants for a vacant faculty position, the College and the Federation agree to meet and mutually determine appropriate incentives to attract applicants for hard-to-fill positions.

ARTICLE 19 ***PARKING***

- 19.1 Faculty shall pay the same rate as all other College staff and students. Faculty hired prior to July 1, 2007 may elect to pay directly to the Employer (at cashiering) either quarterly or annually or have the amount automatically deducted from his or her payroll check on a semi-monthly basis. Due to limitations with the current payroll computer system, should the faculty member elect to pay the parking fee via semi-monthly payroll deduction, the total annual amount deducted will be higher than the amount paid via cash, check or credit card. In the future, every attempt will be made to make the fee evenly divisible by 24 pay periods.

- A. Faculty hired after July 1, 2007 will be required to pay by semi monthly payroll deduction.
 - B. Should the College desire to change the parking fee structure, any new rate and/or fee structure shall be negotiated between the Federation and the College. Subject to bargaining unit limitations, both the Federation and the College are encouraged to simultaneously negotiate proposed changes with all CPTC unions.
- 19.2 Public Transportation and Transportation Pools
- A. Car and van pools are encouraged. In compliance with State of Washington car/van pool regulations, any officially identified van pool vehicle (i.e. Pierce County Van Pool) and its riders will not pay any parking fees.
 - B. Faculty members utilizing public transportation are not required to pay parking fees.
 - C. Should a faculty member need to bring a vehicle on campus for a regular work day, the faculty member must secure a day permit from the security office at no charge. Faculty members who abuse this privilege (more than five (5) day permits in a year) will be required to comply with all parking regulations.

ARTICLE 20
WORKLOAD, COMPENSATION, AND REIMBURSEMENTS

20.1 State budget compliance

A. In general

No provision of this Agreement shall be interpreted or applied so as to place the College out of compliance with the salary limitations imposed by State law. It is the intent of the College and the Federation to comply with the limitations imposed by the Appropriations Act in effect when a salary is payable and to pass through to bargaining unit employees in full any increment or other salary increase funds which are appropriated and allocated by the State. If the Legislature authorizes use of other funding for salary increases, the College and Federation will meet to negotiate such funds, except as provided in 20.5.D.

B. Retroactive payment

In the event retroactive payment is necessary, any increase shall be paid retroactive to the effective date as determined by the appropriations act. Such retroactive payment shall be made as soon as can reasonably be accomplished consistent with the operations of the College.

20.2 Workload

A. Annual workload

1. Tenured and tenure-track: The annual full-time workload for a tenured or tenure-track faculty member is 221 days, except that for a counselor the annual full-time workload is 226 days.

a. Types of days: Except for counselors, these include 210 instructional days (days which consist primarily of student instruction), four on-campus professional services days, four responsibility days (services performed not necessarily on campus), two in-service days, and one preparation day prior to the beginning of fall quarter.

- b. Counselors: For a tenured or tenure-track counselor, the full-time workload of 226 days includes 220 days consisting primarily of counseling and advising, four days of professional development activities, and two in-service days.
 - c. Modified workload: A tenured or tenure-track faculty member may agree with her/his dean/supervisor to a reduced or increased workload. Compensation and non-instructional days shall be prorated accordingly, as provided in 20.4.B. Faculty members who agree to take a reduced workload will retain their tenure and seniority.
 2. Adjunct faculty: Full-time and part-time adjunct faculty do not have a prescribed annual workload.
- B. Weekly full-time workload; schedules
 1. Types of work: Full-time faculty work consists of a combination of two or more of the following:
 - a. Student contact time: instruction and other time spent with, or available to, students. This may include travel time to visit non-college sites where students are located.
 - b. Professional services: services and activities which occur on campus and directly enhance students' learning or educational experience.
 - c. Administrative time: time spent performing various other faculty responsibilities, including preparation, office hours, grading, and meetings.
 2. Workload breakdown: The normal work week for a full-time faculty member, including a full-time adjunct faculty member, is 37.5 hours. For the respective types of faculty, based on primary assignment, this consists of:
 - a. Certificated/ professional-technical (except Nursing):
 - student contact time—30 hours (or less, according to program requirements; if less, the balance up to 30 hours shall be on-campus professional services);
 - administrative time—7.5 hours.
 - b. Nursing:
 - student contact time—20 hours;
 - professional services—10 hours;
 - administrative time—7.5 hours.
 - c. General education (core academic subjects; ABE/ ESL):
 - student contact time—20 hours;
 - professional services—10 hours;
 - administrative time—7.5 hours.
 - d. Counselors and librarians:
 - student contact time—30 hours;
 - professional services—7.5 hours.
 3. Schedules: Before each quarter, schedules shall be developed for faculty members for the upcoming quarter which state class/ student contact times, office hours, daytime and emergency contact information, and other information as agreed.
 - a. Instructional: Each instructional faculty member shall prepare an individual schedule and provide that schedule to his/her dean/supervisor.
 - b. Counselors/ librarians: Counselors and librarians shall develop unit schedules which are designed to meet the operational needs of their respective units, and provide those schedules to the dean/ supervisor. Should coverage issues arise, librarians and counselors will have the initial responsibility to make the necessary adjustments to meet the operational needs of the unit. If the dean/

supervisor believes that appropriate coverage remains an issue, s/he may take appropriate action to ensure that coverage occurs.

- c. On-line campus connection: When on-line courses constitute fifty percent (50%) or more of the assigned student contact time of a full-time-faculty member, that faculty member shall spend her/his administrative time on campus.
- d. Time span for tenured/ tenure-track: The scheduled time span (elapsed time from start to finish) for a tenured or tenure-track faculty member's workday shall not exceed 7.5 hours per day, plus the length of lunch, unless (1) the dean/ supervisor offers and the faculty member accepts a longer span to provide a full-time schedule or (2) the faculty member so requests.

C. Part-time adjunct

A part-time adjunct faculty member is one whose dean has determined that his/her workload does not require administrative time and who has a weekly workload of student contact time of:

1. Less than 30 hours for certificated/ professional-technical faculty (except Nursing) and librarians;
2. Less than 20 hours for general education (core academic subjects; ABE/ESL) and Nursing faculty; and
3. Less than 30 hours for counselors and librarians.

20.3 Employment contracts

A. Tenured and tenure-track

A tenured or tenure-track faculty member shall receive an annual employment contract for his/her annual workload.

B. Full-time adjunct

A full-time adjunct faculty member shall receive an employment contract for a term of up to one academic quarter (up to 55 days), plus any in-service day which is scheduled for that quarter.

C. Part-Time Adjunct

A part-time adjunct faculty member shall receive an employment contract for a term of up to one academic quarter (up to 55 days), without any in-service day.

20.4. Compensation generally

A. In general

1. Amounts: Annual full-time salary amounts and other compensation rates are stated in Appendix 1.
2. COLA's: When legislative appropriations and State Board allocations provide funds for cost-of-living salary adjustments for faculty, the Employer will use those funds to increase such salaries proportionally.
3. Assignment variations: A faculty member who is issued a full-time contract shall be paid his/her regular salary rate for services which are performed as part of his/her regular assigned responsibilities, regardless of the instructional modality utilized and even though those services may also be described in 20.4.E.3.
4. Notification of state increment and salary improvement funding: When legislative appropriations and State Board allocations provide funds for increments and/or salary improvements, the Employer will notify the Federation of the amount provided.

5. Overpayments: If it is determined that the College has made an error in payroll distribution which has resulted in overpayment to a faculty member, then the College may reduce the salary of that faculty member by deducting the overpayment amount in equal installments from his/her paychecks. These deductions shall be made over a time period agreed to between the faculty member and the College. If agreement cannot be reached, or a faculty member terminates his/her employment before the full amount has been deducted, the College may recover the balance from the faculty member.
- B. Tenured and tenure-track
1. Current rate: When this Agreement takes effect, each tenured and tenure-track faculty member shall continue to receive the annual rate of salary which s/he is then receiving, except as otherwise provided in this Agreement.
 2. Starting salary: A faculty member who is hired into a tenure-track position shall receive the Step 2 salary listed in Appendix 1, except that the Employer may offer a starting salary at Step 3 if the Vice President for Instruction determines that this is appropriate because of prevailing market conditions in the particular field and/or the applicant's exceptional level of education, experience and/or expertise.
 3. Temporary recruitment and retention supplement: If the Employer determines that it is unable to recruit enough qualified candidates for hiring in an identified program, the Employer may pay, after obtaining input from the Federation, a temporary recruitment and retention supplement at a rate of up to \$10,000 per twelve-months period (divided evenly over that period) to each tenured and tenure-track faculty member in that program, in addition to the faculty member's salary. The Employer shall pay the same rate of supplement for twenty-four months (again, divided evenly over that period) to all tenured and tenure-track faculty in that program, effective when the first new faculty member starts receiving the supplement.
 - a. Possible extension: If the Employer finds that extension of the supplement is necessary in order to again recruit enough qualified candidates, and notifies the Federation of its intent to extend the supplement, it may offer another supplement up to the same maximum amount. The Employer shall similarly pay the new supplement amount to all tenured and tenure-track faculty in that program, divided over twenty-four months and effective when the most recently hired faculty member starts receiving the supplement.
 - b. Additional supplement: If a faculty member is already receiving a supplement, s/he shall be given the new supplement if it is higher or, if the new one is lower, the balance of the old supplement for its term and then the new lower supplement. In any event, a faculty member cannot receive more than one supplement at a time or consecutive supplements which extend more than a total of twenty-four months into the future.
 - c. Notifications: The Employer will notify each recipient each time an employment contract is issued, at least annually, as to when the supplement is scheduled to terminate.
 - d. Not part of salary: A temporary recruitment and retention supplement shall not be considered to be part of a faculty member's salary for any purpose under this Agreement.
 4. Prorating tenured compensation: When a tenured or tenure-track faculty member contracts for an annual workload of more or less than 221 days, his/her compensation shall be prorated accordingly. The increase or decrease in salary shall generally be calculated by dividing the individual's salary by 221 to get a

daily rate, and then multiplying that daily rate by the number of days worked or not worked, as appropriate.

C. Full-time adjunct

A faculty member hired into a full-time adjunct position shall receive the Step 1 salary rate listed in Appendix 1, except that the Employer may offer the Step 2 rate if the Vice President for Instruction determines that this is appropriate because of prevailing market conditions in the particular field and/or the applicant's exceptional level of education, experience or expertise. The salary shall then be prorated for the quarter based on the assigned instructional days and including any in-service day which is scheduled for that quarter.

D. Special rates for full-time faculty (tenured, tenure-track, and full-time adjuncts)

1. Moonlighting: A full-time faculty member who, with the approval of his/her dean or supervisor, provides services as described in 20.4.E.3 below which are outside of his/her regular scheduled responsibilities and in excess of his/her full-time weekly workload, shall be paid for that work at the appropriate part-time adjunct faculty rate in Appendix 1.
2. Late-Start stipend: A full-time faculty member who teaches a professional-technical program with a start time of 3:00 p.m. or later during at least one quarter of an academic year shall be paid a stipend in addition to his/her base salary. This late-start stipend shall be at the annual rate stated in Appendix 1, but prorated based on the number of quarters (out of four) with these start times.

E. Part time adjunct

Except as provided in "Specific services rates" below for specific services, each part time adjunct faculty member shall be compensated for instructional services at the Per Credit rate stated in Appendix 1, depending on the type of services:

1. Certificated/ professional-technical faculty: The total number of non-concurrent student-contact instructional hours for which the instructor is scheduled shall be divided by 16.5, and then that quotient shall be multiplied by the Per Credit rate.
2. General education (core academic subjects; ABE/ESL): The total number of non-concurrent credits for which the instructor is scheduled shall be multiplied by the Per Credit rate.
3. Specific services rates: A part-time adjunct faculty member who provides the following types of services, as directed by his/her dean or supervisor, shall be paid for these services at the hourly rates specified in Appendix 1:
 - a. Counselors/ advisers and librarians: For counseling/advising and library services, the Substitute rate;
 - b. Curriculum development: For developing curriculum for new programs and/or new classes, the Curriculum Development rate;
 - c. In-service: For attending in-service training provided by the College, the In-Service rate;
 - d. Online and distance learning: For providing online and distance-learning instruction, the Online and Distance-Learning rate.
 - e. Substitute: For services as a temporary replacement for the continuing faculty member of record in a class (excluding online instruction), and for all services not otherwise specified, the Substitute rate.

F. Professional development instruction

The compensation for teaching professional development courses to College employees shall be determined by the union-management group which meets under part 3.10 of this Agreement.

20.5. Increments/payments for professional development

A. Definitions

1. Increment: An increment is movement on or within the salary schedule.
2. Turnover savings: Turnover savings are the ongoing (permanent) difference between the compensation level (including associated benefit costs) of a full-time tenured or tenure-track faculty employee who is no longer employed and the compensation level of a full-time tenured or tenure-track faculty who is subsequently hired. Turnover savings occur in the year when a new instructor is hired.

B. Qualifying

Tenured and tenure-track faculty may earn an increment or a one-time payment in lieu of increment (if at the top of the Salary Schedule—see 20.5.D.3.f) by earning Professional Development Units (PDU's). PDU's are for training activities as described in Article 16. Earning fifteen (15) PDU's qualifies for one increment step or one payment in lieu of increment. No more than ten of these PDU's may be from any one PDU category, as described in 16.5.

C. Limitations

1. Prior approval: To assure that the activities undertaken meet the relevant objectives, PDU credits may be denied if a faculty member fails to obtain written approval from his/her dean or supervisor before starting to earn them.
2. Single crediting: If an educational activity could qualify for either PDU credit or credit toward payment for educational advancement under 20.6, the faculty member may choose which credit to claim but cannot claim or receive both.
3. Amounts: A faculty member cannot qualify for more than one increment in any fiscal year.
4. Exclusions: Training or academic activity undertaken while on sabbatical leave does not qualify for PDU credit. No amounts related to increments are owed to faculty members after their College employment has terminated.

D. Claiming payment

1. Carry-over of PDU's: A faculty member may carry over PDU's from year to year until the total PDU's which have been earned and reported qualify for an increment and/or other payment.
2. Claim procedure: To claim an increment or payment which is earned after July 1, 2009, a faculty member must report the PDU's earned to the Human Resources office by July 7 following the end of the July 1-June 30 fiscal year during which s/he became eligible to receive that increment. (PDU's earned by June 30, 2009 must be reported by September 1, 2009.) If an otherwise eligible faculty member fails to report sufficient PDU's by the deadline, s/he shall not receive the increment or payment that fiscal year but may instead claim in a subsequent fiscal year.
3. Lists and payments:
 - a. The Employer will record on a list the increments which have been claimed based on PDU's timely reported each year.

- b. One-time payment pending increment: Until the state again appropriates and allocates any funds for increments, a faculty member who earns an increment shall receive a one-time payment of one thousand dollars (\$1,000) and that increment shall be recorded for future payment. When the state again provides any funding for increments, these thousand-dollar payments shall end.
- c. When increment funding again becomes available, current lists shall be paid (to faculty who are still employed by the College) in this order: Lists 1 through 4 (amounts relating to increments earned before 2006), List 7 (regarding increments earned by June 30, 2008), and List 8 (regarding increments earned by June 30, 2009).
- d. When those lists have been fully paid, the College will notify the Federation by July 7 of what additional funds have become available for payment of increments. The Federation and the Human Resources and Payroll offices will promptly meet to verify the PDU's and any relevant turnover savings. The Federation may specify within seven days (by July 14) how those available funds will be distributed for increments earned for any fiscal year after June 30, 2009. If not specified by July 14, the College will pay increments in chronological order beginning with the oldest.
- e. If funds are insufficient to fully fund increments which have been earned, any increment or portion of an increment not paid shall continue to be on record and continue to be eligible for future payment. However, unfunded increments are not subject to backpay.
- f. One-time payment in lieu of increment: A faculty member who is at the top of the salary schedule (receiving a salary at Step 7), and who earns and timely reports PDU's which would otherwise qualify for an increment under 20.5.B, shall receive instead of an increment a one-time payment of one thousand dollars (\$1,000).

E. Turnover savings

- 1. Augmenting funding re Lists 1 – 4, 7, and 8: To expedite paying off the amounts on Lists 1 – 4, 7, and 8:
 - a. The calculation of available turnover savings will be maximized by not subtracting buyout costs until these amounts are paid.
 - b. When turnover savings are used, the same amounts of such savings will also be considered to be available in the following one fiscal year for further such payments.
- 2. After Lists 1 through 4, 7, and 8 have been paid, buyout costs shall be subtracted in the calculation of turnover savings except for any year when the College President determines that this is unnecessary due to the financial condition of the College.

20.6 Payments for educational advancement

A. Qualifying academic credits

Academic credits which qualify toward an educational advancement payment are those which a faculty member earns at an accredited educational institution when it is documented:

- 1. That the faculty member is seeking these credits toward his/her next higher academic degree;
- 2. In the faculty member's professional growth plan that this is a relevant degree; and

3. In appropriate educational planning documentation from the degree-granting institution that these credits will apply toward that degree.
- B. Earning payments for educational advancement
- Tenured and tenure-track faculty obtain a payment for educational advancement by earning qualifying academic credits during a fiscal year (July 1 through June 30). Educational advancement payments are made at the following rates:
1. \$750 for every fifteen (15) quarter-based credits (or equivalent) earned toward an associate or baccalaureate degree;
 2. \$1,250 for every fifteen (15) quarter-based credits (or equivalent) earned toward a master's or doctoral degree.
- C. Limitations
1. Prior approval: To assure that the activities undertaken meet the relevant objectives, an educational advancement payment may be denied if a faculty member fails to obtain written approval from his/her dean or supervisor before starting to earn the credits.
 2. Single crediting: If an educational activity could qualify for either PDU credit or educational advancement payment credit, the faculty member may choose which to claim but cannot claim or receive both.
 3. Amounts: The dean/supervisor may limit in advance the number of credits for which a faculty member may receive a payment if s/he finds that the enrollments are likely to interfere with the faculty member's performance of instructional responsibilities.
 4. Sabbatical exclusion: Training or academic activity undertaken while on sabbatical leave does not qualify for an educational advancement payment.
- D. Claiming payments
1. Procedure: Eligible faculty who wish to receive an educational advancement payment must report the academic credits earned to the Human Resources office through the form designated for that purpose. The report form must be accompanied by the documentation specified in 20.6.A and a transcript showing a final passing grade for the credits claimed.
 2. Carry-over: A faculty member may carry over educational advancement credits until s/he has obtained the fifteen which are required for a specific payment, but not for more than three calendar years from when they were earned.

20.7 Reimbursements

A. Professional development

1. Tenured and tenure-track:

- a. Individual allotment: Effective July 1, 2009, each tenured or tenure-track faculty member will be allotted one thousand dollars (\$1,000) per fiscal year (July 1 through June 30) for professional development training activities which have been approved by his/her dean or immediate supervisor.
- b. Division allotment: Effective July 1, 2009, each instructional division shall be allotted \$1,500 each fiscal year for use by tenured or tenure-track faculty members whose individual reimbursement allotments are insufficient for the purpose of attending national conferences which directly relate to their College responsibilities. This division allotment shall be divided among requesting faculty by a faculty committee appointed by the division dean, provided that a faculty member may not receive part of this division allotment

more frequently than alternate years and the dean may modify the process to assure that no faculty member participates in acting on her/his own request.

2. Adjuncts: Effective July 1, 2009, each adjunct faculty member may receive up to five hundred dollars (\$500) per fiscal year for professional development training activities, upon request to his/her dean/ immediate supervisor and subject to both the availability of funds and approval by the Vice President of Instruction.
3. Processing: These payments will be made directly to the training provider or paid to the faculty member either (a) as an expense advance or (b) as reimbursement upon receiving proof of successful completion of the activity and of the expenditures made. Professional development reimbursement dollars may not be claimed or used for activities for which educational advancement reimbursement dollars are claimed or used.

B. Educational advancement

1. Tenured and tenure track: Effective July 1, 2009, each tenured or tenure-track faculty member will be allotted up to a maximum of one thousand dollars (\$1,000.) per fiscal year for reimbursement of expenditures for tuition, fees, and books in obtaining academic credits at an accredited educational institution when it is documented:
 - a. That the faculty member is seeking these credits toward his/her next higher academic degree;
 - b. In the faculty member's professional growth plan that this is a relevant degree; and
 - c. In appropriate educational planning documentation from the degree-granting institution that these credits will apply toward that degree.
2. Processing: Requests for such reimbursement must be approved by the instructor's dean or supervisor. Reimbursement also requires proof of successful completion of the particular course and proof of the payment made by the faculty member. Educational advancement reimbursement dollars may not be claimed or used for activities for which professional development dollars are claimed or used.

C. Carry-over

A faculty member may carry over his/her unused professional development reimbursement and/or educational advancement reimbursement moneys to the following fiscal year within the same state fiscal biennium, but not to a subsequent biennium.

- D. Sabbatical exclusion: Training or academic activity undertaken while on sabbatical leave does not qualify for professional development reimbursement or educational advancement reimbursement moneys.

20.8 Exclusions

To the extent that a faculty member is providing the following types of instruction, s/he is excluded from this Agreement and her/his compensation is subject to individual negotiation with the College:

- A. Continuing education, community service, and self-supporting classes;
- B. Contract training provided to a third party, when that training is self-supporting;
- C. Flight and flight simulator instruction.

20.9 Voluntary arrangements

A. Budget reductions

If state budget appropriations and allocations to the College are reduced, the College, after notifying the Federation and obtaining its input, may offer employees voluntary options for salary reductions, reduced workloads, furloughs, or other arrangements intended to help the College manage those reductions.

B Retirement/ Resignation incentives

The College, after notifying the Federation and obtaining its input, may offer an employee or group of employees a payment or series of payments as an incentive for the employee(s) to retire or resign from College employment. The terms of the incentive shall be stated in a written agreement between the College and the employee, and may include other suitable arrangements such as a phased reduction in workload.

ARTICLE 21

PAY DAY / TRANSPORTATION REIMBURSEMENT

21.1 Pay Practices

In accordance with state law, pay days are as follows:

Pay days will be the 10th and 25th of each month. If the 10th or the 25th falls on a Saturday, pay day will be on Friday; if the 10th or 25th falls on a Sunday, pay day will be on a Monday. In the event that Monday is a holiday, pay day will be on the preceding Friday.

All compensation owed to a faculty member who is leaving employment shall be paid at the next pay period following the final day of employment.

21.2 Transportation Reimbursement

When authorized in advance by the faculty member's supervisor, mileage reimbursement for use of the employee's personal vehicle for College business will be at the Internal Revenue Service rate as authorized by the Office of Financial Management.

ARTICLE 22

EXISTING POLICY AND NOTICE OF POLICY ADDITIONS AND / OR CHANGES

22.1 This Agreement shall supersede any rules, regulations, or practices of the Employer, written or unwritten, which shall be contrary to or inconsistent with their provisions. The terms of this Agreement shall be incorporated into and be considered a part of any established personnel policies of the Employer affecting the employees covered by this Agreement. Existing Employer policies, resolutions, rules, regulations, or practices not in conflict with this Agreement shall remain operative.

22.2 The Employer shall notify the Federation President of contemplated new or amended policies affecting the Federation or the employees working under the jurisdiction of this Agreement as early as practicable prior to the first meeting of the Board of Trustees to consider such policy. The Employer shall give the Federation reasonable opportunity for providing input before adoption and/or amendment of policy affecting such employees.

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ARTICLE 23

MATTERS COVERED IN COMPLETE AGREEMENT AND CONFORMITY TO LAW

- 23.1 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the full and complete agreement on all bargainable issues between the parties, and except as required in paragraph 24.2 of this Article 24 or as mandated by the Public Employment Relations Commission, neither party shall be required during the term of the Agreement to bargain additional issues.
- 23.2 Both parties believe that all provisions of this Agreement are lawful. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, and if there is no timely appeal or the appeal process is exhausted, the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of the Agreement shall continue in full force and effect.

ARTICLE 24

COPYRIGHT / MATERIALS OWNERSHIP / INTELLECTUAL PROPERTY

- 24.1 The ownership of any materials whether print or non-print, processes, or inventions developed solely through the faculty member's individual efforts and expense shall vest with the faculty member and be copyrighted or patented, if at all, in his/her name.
- 24.2 The ownership of materials whether print or non-print, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in the College's name.
- 24.3 In those instances where materials whether print or non-print, processes, or inventions are produced by a faculty member, with College or State support, by way of the use of significant personnel, time, facilities or other College or State resources, the ownership of the materials, processes, or inventions and provision for any residuals shall vest in (and be copyrighted or patented by, if at all) the person or entity designated by written agreement between the parties. The agreement will be entered into prior to beginning production. In the event there is no written agreement entered into, the ownership shall vest with the College.

ARTICLE 25

DURATION

- 25.1 This Agreement constitutes the entire negotiated agreement between the Employer and the Federation and supersedes any previous agreements, rules, regulations, policies or understandings, whether oral or written, between the parties.
- 25.2 This Agreement shall be effective the day it is executed by both parties, and shall remain in full force and effect through June 30, 2012.
- 25.3 Any extension of this Agreement shall only be done in writing. During the term specified, this Agreement may be altered, added to, or deleted from only through the voluntary, mutual consent of the parties.

DATED August 25, 2009.

WASHINGTON FEDERATION OF
TEACHERS, Local 3913



Maureen Simmons
President



Kezia Clark
Bargaining team member



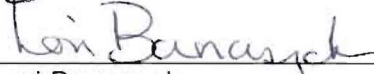
Neil Sweeetus
Bargaining team member

Nancy Kennedy
AFT Washington

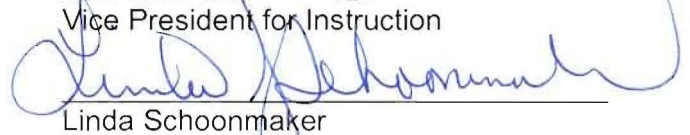
CLOVER PARK TECHNICAL COLLEGE



John W. Walstrum, Ph.D.
President



Lori Banaszak
Vice President for Instruction



Linda Schoonmaker
Vice President for Finance & Budget



James R. Tuttle
Chief H. R. & Legal Affairs Officer

Appendix I

Clover Park Technical College

Faculty Salary Schedule

Tenured, tenure-track, and full-time adjunct faculty:

<u>Step</u>	<u>Salary</u>
1	\$47,825
2	\$51,412
3	\$55,267
4	\$59,412
5	\$63,868
6	\$68,658
7	\$73,807

- Late-start stipend (annual rate): \$1,200 [20.4.D.2]

(Note: In-service for full-time adjunct faculty is included in the prorated salary, per 20.4.C)

Part-time adjunct faculty (and full-time faculty moonlighting under 20.4.D.1):

- Per Credit rate: \$603.39 [20.4.E]
- Curriculum Development rate: \$26 per hour [20.4.E.3.b]
- In-service rate: \$24 per hour [20.4.E.3.c]
- Online and Distance Learning rate: One hundred dollars (\$100) for each student who is still enrolled on the tenth day of the quarter PLUS fifty dollars (\$50) for each student who completes the course [20.4.E.3.d]
- Substitute rate: \$30 per hour [20.4.E.3.a and 20.4.E.3.e]

Appendix II

Workload Task Force



www.cptc.edu | (253) 589-5800
4500 Steilacoom Blvd SW, Lakewood, WA 98499-4004

MEMORANDUM OF UNDERSTANDING **(Workload Task Force)**

This MOU is between Clover Park Technical College and the Clover Park Federation of Teachers. The parties are bargaining a new collective bargaining Agreement, and this MOU will be attached to that new Agreement as an appendix:

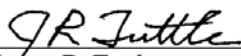
1. **Formation:** Not later than two weeks after ratification of the new Agreement, the parties will form a task force to conduct a comprehensive study of, and make recommendations regarding, faculty workload. This task force will consist of six members, three appointed by the Vice President for Instruction and three appointed by the Federation President, provided that the VPI and Federation President shall collaborate in making the appointments to try to assure broad representation of interested stakeholders.

2. **Reports:** This task force shall begin its work upon ratification of the new collective bargaining agreement. It shall provide reports to the College President, with copies to the Federation President, as follows:

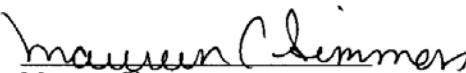
- within 3 months of its formation, an initial status report;
- within 9 months of its formation, unless an extension is found to be needed and is agreed upon by both parties, its final report.

After submission of the final report, either party may demand to re-open bargaining of the workload provisions of the collective bargaining agreement.

DATED December 5, 2008



James R. Tuttle
Spec. Asst. to the Pres. for H.R., etc.
Clover Park Technical College



Maureen Simmons
President
Clover Park Federation of Teachers