

AGREEMENT

By and Between the

**BOARD OF TRUSTEES OF SOUTH PUGET SOUND
COMMUNITY COLLEGE
DISTRICT NUMBER 24**

And the

**SOUTH PUGET SOUND FEDERATION OF TEACHERS
LOCAL NUMBER 4603, AFT/AFL-CIO**

July 1, 2021 – June 30, 2024

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AGREEMENT

By and Between the

**BOARD OF TRUSTEES OF SOUTH PUGET SOUND
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DISTRICT NUMBER 24**

And the

**SOUTH PUGET SOUND FEDERATION OF TEACHERS
LOCAL NUMBER 4603, AFT/AFL-CIO**

Unless otherwise specifically specified, all modifications to this Agreement agreed to as a result of the 2021 negotiation process will take effect on July 1, 2021.

This Agreement is by and between the Board of Trustees of South Puget Sound Community College District 24, hereinafter called the "Employer," and the South Puget Sound Federation of Teachers, Local Number 4603, AFT/AFL-CIO, hereinafter called the "Federation."

The Employer hereby recognizes the Federation as the exclusive negotiating representative for the bargaining unit including all South Puget Sound Community College District 24 members as defined in RCW 28B.52. Excluded from such recognition are all non-faculty, specially contracted instructors, and community services instructors who are defined as instructors who teach non-credit classes and are not paid off the adjunct faculty salary schedule.

ARTICLE 1. DEFINITIONS

1.1. Calendar:

- 1.1.1. **Contract Year:** Individual professor's contracts, consistent with Board-approved calendar, will be 177 days. Contract days beyond 177 will be compensated at 1/177 of the annual salary. The Federation will be notified in writing prior to any adoption or modification to the Board-approved calendar.
- 1.1.2. **Planning and Grading Days:** Professors will be given 6 planning days and 3 grading days as part of the 177 day contract year. There will be no meetings scheduled by the administration requiring faculty participation during these 9 days, except for new faculty orientation.
- 1.1.3. **Administrative and Pathways Days:** Each academic calendar will include 6 days scheduled by the administration and 2 pathways days.
- 1.1.4. **Regular Academic Year:** A faculty appointment inclusive of consecutive fall, winter, and spring quarters.
- 1.1.5. **Regular Academic Quarter:** Fall, winter or spring quarter. Summer quarter may be substituted for one of the other quarters as specified in 5.3.6.
- 1.1.6. **Instructional Calendar:** The calendar schedules the faculty for days of instruction, pathways, administrative, planning, grading, and finals, encompassing 177 work days.

1.2. College: South Puget Sound Community College District 24.

- 1.2.1. **Primary Campus:** Generally, those facilities located at 2011 Mottman Road SW, Olympia, WA will be considered the primary campus. Professors assigned another location as their primary assignment will consider that location their primary campus.
- 1.2.2. **Off-Campus:** The location of a work assignment that is not the professor's primary campus.

1.3. **Contact Hour:** A contact hour is equal to 50 to 55 minutes of student instruction, plus five 5 to ten 10 minutes of break, per week in a regular academic quarter.

1.4. **Day:** A calendar day, unless otherwise stated.

1.5. **Employer:** The Board of Trustees or its lawfully delegated representative(s).

1.6. **Faculty:**

- 1.6.1. **The Faculty:** The aggregate of all professors, counselors, and librarians employed by the College and covered by this agreement. All employees

instructing students will be considered faculty and subject to the terms of this agreement unless expressly excluded herein. The term faculty appointment will not apply to soft money positions governed by Chapter 112, Laws of 1975, first ex. session (RCW 28B.50.851 2(b)) or WAC 131.16.400 as now enacted or hereinafter amended. If a Tenured Professor is transferred to a soft money position, they retain tenure; and if the position is later eliminated, they will return to any reduction in force unit(s) for which they are qualified.

- 1.6.2. **Professor:** An employee with a tenured, probationary, adjunct, or associate faculty appointment.
- 1.6.3. **Tenured Professor:** Faculty appointments for an indefinite period of time which may be revoked only for sufficient cause and by due process as defined by statute.

A Tenured Professor has a contract with the College that expressly provides for full time employment and is subject to the terms and conditions of Article 5.

- 1.6.4. **Probationary Professor:** A tenure track appointment is for a designated period of time that may be terminated without cause upon expiration of the probationer's term of employment.

A Probationary period will be in accordance with the applicable statutes.

Probationer means any individual holding a probationary faculty appointment.

A Probationary Professor has a contract with the College that expressly provides for full time employment and is subject to the terms and conditions of Article 5.

- 1.6.5. **Adjunct Professor:** An employee of the College on a quarterly basis for a workload within the specifications of Article 6. This term is synonymous with adjunct faculty as that term is used in the Revised Code of Washington and the Washington Administrative Code.
- 1.6.6. **Associate Professor:** An Adjunct Professor who has taught 135 instructional units for the College. Associate Faculty will retain all rights, responsibilities, and benefits of Adjunct Faculty. The title of Associate Professor does not convey further benefits or rights unless otherwise specified in this agreement.
- 1.6.7. **Emeritus Professor:** Professors who retire in good standing at the College after 20 or more years of full time equivalent service are eligible for Emeritus status. Service may include time spent as an adjunct, probationer, fellow, and tenured professor. Eligible candidates must request Emeritus Professor status from the Human Resources office.

- 1.7. **Federation:** The South Puget Sound Federation of Teachers, Local 4603 of the American Federation of Teachers/AFL-CIO.

- 1.8. **Overload**: Classes taught or work performed beyond the standard instructional or service load for Probationary or Tenured Professors as defined in Article 5 of this agreement.
- 1.9. **President**: The President of South Puget Sound Community College, or in the President's absence, the acting President.
- 1.10. **Classroom**: A classroom is a physical or virtual learning space where Professors instruct students, and may include campus meeting rooms, laboratories, off-campus instruction sites, learning management systems, and virtual meeting spaces.

ARTICLE 2. RECOGNITION OF RIGHTS AND FUNCTIONS OF THE FEDERATION OF TEACHERS

2.1. Federation Membership: All Tenured, Probationary, Temporary, Associate, and Adjunct Professors are represented by the Federation. Membership in the Federation is voluntary. Members are allowed to vote on contract issues, hold elected positions in the Federation, and access union benefits at the local, state, and federal levels. Professors can join the Federation at any point during the year by application. The College will deduct membership dues during the payroll process and remit those funds to the Federation in a timely manner. Professors can withdraw membership during the month of June, or within 30 days of their return to contract in the academic year, by written notice to both the Federation and Human Resources.

2.2. Rights of Faculty in Federation: The Employer will not interfere with the legal right of professor to organize, join and support the Federation for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any professor because of membership in the Federation, because of participation in any lawful activity on behalf of the Federation, or because of any action taken within the duly established grievance procedure.

The Federation will not discriminate against any professor for non-membership in the Federation. The Federation further recognizes its responsibility as bargaining agent and agrees to represent all professors in the bargaining unit without discrimination, interference, restraint, or coercion.

2.3. Release Time for Federation Activities:

Meetings between Employer representatives and Federation representatives will be scheduled at a time mutually agreeable to the parties involved. Both parties agree that to the extent feasible and practical such meetings will not be scheduled so as to interfere with or interrupt the educational process of the College. In instances where such scheduling is not possible, Federation representatives will be allowed to attend such meetings provided that adequate coverage of their teaching responsibilities has been arranged. The costs of such coverage, if any, will be borne by the Federation.

The Federation president will be allowed to attend Federation conferences, seminars, and/or trainings to a maximum of 5 days per academic year. Both parties agree that to the extent feasible and practical, conferences, seminars, and/or trainings will not be scheduled so as to interfere with or interrupt the educational process of the College. In instances where such scheduling is not possible, the Federation president will be allowed to attend such conferences, seminars, and/or trainings provided that adequate coverage of their teaching responsibilities has been arranged. The cost of such coverage, if any, will be borne by the Federation.

In recognition of the responsibilities of the Federation regarding faculty representation and matters related to this Agreement, the Federation may allocate up to 30 credits of reassigned time annually to its officers. The Federation agrees to reimburse the College, when invoiced by the College, the cost of providing an adjunct contract to cover the reassigned instructional load. The Federation will provide one quarter advanced notice, within two weeks of the quarter prior.

- 2.3.1. Vacancy due to Federation activities:** If a professor is appointed or elected to a position with a state-wide or national affiliate of the South Puget Sound Federation of Teachers, the College agrees that the employee may be absent from employment with the College without pay, without suffering any discrimination in future employment, and without losing benefits incident to employment for the duration of that appointment.
- 2.4. Representation at Board Meetings:** An officially designated Federation representative or agent will have the right to attend all regular or special meetings of the Board. When recognized by the Chair, the representative may speak to any issue under discussion. The Federation will have the right to enter appropriate matters on the Board agenda after first conferring with the President. Items to be included in the agenda will be supplied a reasonable length of time prior to the meeting and not later than two weeks before a scheduled Board meeting. The Board Secretary will transmit to the Federation President a copy of the official agenda, background information (excluding executive session and personnel matters), and minutes relating to all such meetings at the same time this material is transmitted to the Board. Nothing in this section will be construed to diminish the right of the Board to hold closed executive sessions excluding the Federation representative or agent within the guidelines established by law or at any meeting to transact business which is lawfully within its jurisdiction.
- 2.5. Federation Business:** Duly authorized representatives of the Federation will be permitted to transact official Federation business on College property at all reasonable times provided there is no disruption to the normal operation of the College.
- 2.6. Use of Facilities and Equipment:**
- 2.6.1. Equipment:** The Federation has the right to use College equipment in a manner appropriate to Federation business at reasonable times without costs when such equipment is not in use and when there is no additional cost to the College.
- The Federation will pay the actual costs of photocopies and long-distance telephone calls.
- The Federation may use College owned computer technology to conduct Federation business without cost provided that such business excludes partisan political activities.
- Clerical help employed by the Employer may not be used by the Federation during working hours.

2.6.2. Federation Notices: A bulletin board in a clearly visible public place and in proximity to the Human Resources Office will be reserved for Federation use.

The College, on behalf of the Federation, will post information about union membership, elections, voting rights, contact information, and other informational content on the College's website in a logical and easily found location. Employees will have a link to this information on their resources page.

The Federation will have the right to use professors' mail boxes and email accounts for the purpose of communication to represented employees provided, however, that such right does not apply to any Federation activity related to partisan political activities.

2.6.3. Meeting Rooms for Federation Business: The Federation will be permitted to use the College's facilities to hold meetings to transact official Federation business other than partisan political activities. Room use will be reserved through appropriate scheduling agents and will be on the same priority and costs as other College organizations. There will be no costs for meetings held on campus prior to 7:00 P.M. on class days.

2.6.4. Federation Office: The Federation may be assigned office space on the campus and will be charged standard rates for that space. In the event that the space is needed for academic purposes, the Federation will need to vacate the space with 1 academic quarter notice.

2.7. Information: Upon request, the Employer will make available to the Federation information to assist the Federation in performing its representative responsibilities. Such information will be in the same form as is available to the general public or for internal College use.

2.7.1. Distribution of Communications: Copies of all communications distributed to all professors and/or Adjunct Professors through a general mailing list by the Employer will be supplied to the Federation at the same time.

2.7.2. Committee Appointments: The College agrees to provide to the Federation annually a list of College committees by May 15 of each year, including those detailed in Appendix B of this agreement.

2.7.3. Adjunct Faculty: A list of Adjunct and Associate faculty and their contact information will be available to the Federation by the third week of each quarter.

2.7.4. Faculty Ratio: By November of each year the Employer will provide to the Federation a report of faculty FTE distribution by faculty classification for the previous academic year to address the State Board of Community and Technical College's recommendation for best practice of faculty mix.

ARTICLE 3. RECOGNITION OF RIGHTS AND FUNCTIONS OF THE EMPLOYER

Except as modified by this agreement, the Employer retains all rights of Management, which in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- 3.1.** Determine the functions and programs of the College, the use of technology, and the structure of the organization;
- 3.2.** Determine the Employer's budget and the size of the agency workforce, including determining the financial basis for layoffs;
- 3.3.** Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their dismissal or demotion, and to promote and transfer, train, and evaluate the performance of all such employees; suspend, discharge for cause, decide not to renew a probationary appointment or take other appropriate action;
- 3.4.** Direct and supervise employees;
- 3.5.** Establish educational programs, courses and related services, including special programs, and to provide for athletic, recreational, cultural, and social activities for students and the community, all as deemed necessary or advisable by management;
- 3.6.** Decide upon the duties, responsibilities and assignments of academic employees with respect to teaching assignments, to administrative and non-teaching activities, and to specific terms and conditions of employment provided that, an employee will not be assigned courses or duties which the employee is not competent to perform or which are inconsistent with the terms of this Negotiated Agreement; and
- 3.7.** Take whatever actions are deemed necessary to carry out the mission of the College during emergencies. Any response to an emergency that impacts terms or conditions specified in this agreement is subject to negotiation.

ARTICLE 4. RIGHTS OF FACULTY

Except as modified by this agreement, the Employer retains all rights of Management, which in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- 4.1. Nondiscrimination:** The parties agree that there will be no discrimination against any professor because of race, sex, gender, sexual orientation, age, religion, color, ancestry, or in violation of current state and/or federal law unless on a bona fide occupational qualification, in the administration or application of the terms of this Agreement.
- 4.2. Non-retaliation:** No professor shall be retaliated against because of any good-faith effort to file a complaint, participate in a grievance, or exercise rights under this agreement or state law. Retaliation is defined as adverse actions taken because an individual has engaged in protected activities. Retaliation negatively impacts significant terms of employment (e.g., salary, demotion, termination, and non-reappointment).
- 4.3. Academic Freedom:** Each professor is entitled to freedom in the classroom in the discussion of the subject they teach. Faculty are free to exercise all of their constitutional rights without institutional censorship, discipline, or other interference.
- 4.4. Participation in College Governance:** The Employer recognizes the requisite expertise and ability of the faculty to provide valuable input regarding many of the decisions which the Employer must make from time to time. It is agreed that a procedure will be maintained which allows input of the considered judgment of the faculty when appropriate. On college committees, boards, councils and other governing bodies that include faculty representation, when consensus is not reached, both majority and dissenting recommendations may be provided to the decision-making authority in writing.
- 4.5. Personnel Files:** Placement of information in the personnel file must be timely. Copies of materials in official personnel files will be confidential and will be restricted for use to formal College meetings, normal administrative requirements or when otherwise required by law. Excluding credential and confidential recommendations from previous employers, professors, or their designees, will have access to all material in their personnel files during normal business hours. A professor will be notified of any request either oral or written for access to their personnel files except as excluded above. Official personnel files will be maintained in the Human Resources Office. Upon 48 hours' notice and payment of actual costs, copies of material in personnel files may be made. Material which might adversely affect employment may be placed in a personnel file only after allowing the professor reasonable time to read the material and append to it answers to any charges, complaints or statements involved. The professor will then sign the material, but such signature will not imply agreement with the statements contained therein.
- 4.6. Other Supervisory Files:** Deans or supervising administrators may maintain desk files on individual professors. These desk files will be maintained by the supervisor, in a confidential manner, in accordance with state retention guidelines, and will be subject to review by the professor with 48 hours' notice to the supervisor.

- 4.7. **Removal of Documents:** Professors may petition the Executive Human Resources Officer to have material removed from his or her personnel file 3 years after the date of material being placed in the file if:
- Circumstances do not warrant a longer period;
 - There has been no subsequent discipline; and
 - The professor submits a written request for its removal.
- 4.8. **Confidentiality of Personnel Reports:** All reports will be held in confidence by the relevant committee, the President, and Board of Trustees except where otherwise required by law.
- 4.9. **Substituting:** Professors will not be required to substitute as part of their regular assignment. Payment for substitute activities will be in accordance with Article 9 provided such activities are assigned and authorized in advance by the appropriate Vice President.
- 4.10. **Legal Protection and Liability:** Whenever any action, claim, or proceeding is instituted against any faculty member arising out of their employment, faculty can submit a request seeking defense by the Attorney General's office to the Trustees and if approved by the Trustees, the request will be submitted to the Attorney General's office for consideration consistent with governing laws.
- 4.11. **Workplace Safety and Wellness:** Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All faculty shall follow safety rules and procedures as they shall be from time to time promulgated. Faculty shall be given immediate notice of any known or imminent danger to body or property, whether from physical or human origin. The Federation will appoint two faculty members of its choosing to the Safety and Wellness committee annually.

ARTICLE 5. TERMS AND CONDITIONS FOR PROBATIONARY AND TENURED FACULTY

The terms and conditions of this article apply to faculty who are tenured or on a tenure track.

5.1. Duties and Assignments for Probationary and Tenured Professors:

The primary duties of all faculty are to serve the educational needs of students. Consistent with each professor's assignment, these duties include instructional and non-instructional activities within their assigned department/discipline. Instructional duties are those that are directly connected with instruction and include the following:

- Establish regular availability to meet with students weekly and state instructions for scheduling and meeting access in course syllabi. Availability may be by appointment and/or drop-in and student hours may be held in-person or virtually, as appropriate for class modality and student access. The professor must provide a minimum of 5 hours of available time to meet with students per week.
- Designing and developing classes aligned with the student learning outcomes of current course outline;
- Instructing, including class management and classroom setup and maintenance;
- Assessing student learning of knowledge and skills according to the course's learning outcomes, to include designing assessments evaluating student work, and assigning end of quarter grades;
- Consulting with students on questions related to courses and instruction;
- Staying current in the discipline and department;
- Staying current in teaching approaches and learning resources that support student learning;
- Liaising with other professors relevant to specific course requirements; and
- Contributing to distribution-, program- and degree-level assessment.

Library faculty have the following duties:

- Providing information literacy instruction through coordinating and teaching integrated information literacy workshops with other discipline faculty, creating online and video tutorials, faculty consultations, and one-on-one student assistance;
- Reviewing and improving the library's physical materials and electronic resources;
- Setting up, administering, and maintaining library management and cataloging systems and electronic resources; and
- The instructional duties described above.

Counseling faculty have the following duties:

- Providing short-term mental health counseling and appropriate referrals;
- Maintaining Washington licensure as a counselor, clinical social worker or related field;
- Providing immediate support for students in crisis and referrals to appropriate resources;
- Implementing student success workshops, including needs assessment, preparation, and instruction;
- Consulting with faculty/staff on risk assessment, behavioral management and support for students with mental health concerns;
- Leading campus-wide mental health promotion to foster student help-seeking and mental wellness;
- Providing instruction for guest lectures integrated into credit-bearing classes; and
- The instructional duties described above.

In addition to the classroom activities, Tenured and Probationary Professors are expected to do the following activities:

- Designing and maintaining curriculum;
- Teaching and coordinating integrated and/or interdisciplinary classes when applicable;
- Consulting with, advising, and mentoring students during 5 posted student (office) hours weekly

Non-instructional duties are those activities that are indirectly connected with instruction to support the program and include the following:

- For tenured faculty, participate in a Teaching Excellence Community (TEC);
- Provide coaching and advising to students, as developed by the College and approved by the Federation;
- Coordinating and analyzing distribution-, program-, college core ability-, and degree-level assessment;
- Contributing to the quarterly and annual schedule of classes for the discipline or program;
- Contributing to the consideration of applicants for adjunct teaching assignments in

the discipline or program;

- Attending regular department, division, and faculty meetings; and
- For professional and technical faculty, contribute to program-specific accreditation when applicable.

5.1.1. Service Work: In addition to the above described activities, Probationary and Tenured Professors are expected to participate in college service activities. Service work includes activities performed by professors for the College excluding teaching assignments as described above and professional development as described in 5.4. Examples of service work include serving on regular or ad-hoc committees, advising student clubs, participating in accreditation, and other non-instructional assignments.

In lieu of carrying out these service activities, by mutual agreement between the professor and the appropriate Vice President, the Professor may teach one additional 5 credit course or equivalent annually.

5.1.2. Service Work Plan: For all Tenured Professors, the respective Dean or supervising administrator will, in collaboration with the professor, develop a Service Work Plan for the following academic year on or before June 15. This Service Work Plan will be forwarded to the appropriate Vice President for review and final approval. This service work plan will describe the nature and scope of instructional and service activities for the professor for the following academic year.

By May 15th of each year the College will provide the Federation with a list of committees to be filled by professors as part of their annual Service Work Plans. By June 15th of each year, all probationary, temporary, and tenured professors will submit a proposed Service Work Plan for the next academic year to their respective dean or supervising administrator. All Service Work Plans as submitted by professors or modified by the College will be finalized by Friday of the first week of classes of fall quarter.

The College may reserve space on professors' Service Work Plans for yet-to-be-determined probationary review committees, screening committees, or other service activities as needed.

Changes to a professor's annual Service Work Plan after Friday of the first week of classes of fall quarter may occur upon written mutual agreement between the professor and the College.

5.1.3. Noncompliance: Professors who fail to comply with the Service Work Plan will be considered in violation of their employment contract and will be subject to the discipline provisions of this agreement and under state law.

5.2. Instructional Load Standards:

The instructional loads defined below describe workload standards for the College. Tenured and Probationary Faculty will be scheduled for no more than the credit load in their annual work assignment.

5.2.1. Instructional Type Definitions: Course credit totals and distributions are determined in Course Description/Transmittal forms. Total weekly contact hours are calculated by which type of credit(s) is identified on the Transmittal form and based on the definitions outlined below as established by SBCTC.

- **Lecture/Theory:** Students are engaged with faculty and class member in learning theoretical material and/or engaging in activities to apply the theory leading to mastery of course outcomes. Modes of instructional delivery could include but are not limited to: lecture, small group discussion, guided conversations, demonstration, case studies, role playing, problem based inquiry, and collaborative activities. Instruction may be a mix of presentation, facilitation and guided activities evidenced by frequent ongoing communication between instructor and students. Such activities could take place in a variety of instructional modalities. One credit is generated by one weekly contact hour of instruction or the equivalent amount of work over a different amount of time. Generally requires out-of-class student effort, typically two hours per class hour.
- **Lab/Guided Practice:** Students are actively engage in practicing and mastering skills under the supervision of the instructor. This category of instruction could include but are not limited to labs, studios, shops, nursing clinical, computer-mediated learning, hands-on projects, or other skill building activities. Instruction may be individualized or group-focused and include skills assessment. Such activities could take place in a variety of instructional modalities. One credit is generated by two weekly contact hours of instruction or the equivalent amount of student effort over a different amount of work over a different amount of time. May also include out-of-class student effort, typically one hour per two class hours. A full teaching load equivalent that includes Lab/Guided Practice credits is determined by instruction area (refer to the Instructional Load Definitions).
- **Field-based Experience:** Students are engaged in autonomous study or related work activity under the intermittent supervision of the instructor. This mode includes working with or under the direction of professional practitioners and may include preceptorships, practicums, or externships. Verification of learning outcomes is documented by college faculty in collaboration with professional practitioners. One credit is generated by three weekly contact hours of supervised learning experience of the student. A full teaching load equivalent that includes Field-based Experience credits is determined by instruction area (refer to the Instructional Load Definitions).

5.2.2. Instructional Load Definitions:

For classes taught concurrently, faculty load is calculated by the course with
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the highest credit value. Quarterly credits are a guideline and are flexible based on approval from the dean and Vice President. Annual Credits are the formal calculation of load and represent the maximum credits faculty will be required to teach without additional compensation.

| | Quarterly Credits | Annual Credits |
|--|-------------------|----------------|
| Lecture/Theory – the entirety of workload is lecture-based instruction | 13-15 | 45 |
| Lecture/Theory, Lab/Guided Practice, Field-based Experience – workload consists of a combination of two or more of these instructional types as determined by instruction area | | |
| Culinary Arts | 13 | 39 |
| Baking and Pastry Arts | 12 | 36 |
| ECE/Education | 13-15 | 45 |
| Nursing | 7-12 | 33 |
| Nursing Assistant | 12 | 36 |
| Dental | 10-15 | 45 |
| Medical Assisting | 9-15 | 45 |
| Studio Arts | 13-15 | 45 |
| Performing Arts and Music | 13-15 | 45 |
| ABE/ESL | 13-15 | 45 |
| AEC | 13-15 | 45 |
| AUTO | 12-17 | 45 |
| CIS/CS | 13-15 | 45 |
| CMT | 11-13 | 39 |
| CNA | 13-15 | 45 |
| OFTEC/MEDC | 13-15 | 45 |
| WELD | 14 | 42 |
| Science (lab classes with merged lectures count as separate classes) | 13-15 | 45 |

Library and Counselor Faculty Load is 35 hours per week.

5.2.3. Service Units: Tenured Professors will be assigned 3 to 4 service units annually. The values of various service activities may be reviewed and negotiated in Labor Management Communication Committee meetings annually. The values will be posted on the College's website by the first working day of May of each year.

The negotiated ranges for service unit values are identified in Appendix C of this Agreement. The specific service unit value within the range will be determined by the appropriate Vice President.

Probationary Professors are expected to complete 1 to 4 service units annually in coordination with the recommendations of their Probationary Review Committee.

Upon mutual agreement, professors may be assigned to additional service units in exchange for reduced instructional assignments or additional instruction in exchange for reduced service unit assignments. If professors work in excess of the instructional workload and service unit assignment maximums, refer to Overload and Stipend compensation.

5.2.4. Non-traditional instruction: Some methods of instruction such as individualized instruction, field supervision, cooperative education, small business, integrated learning, multi-section classes, or multi-course sections may qualify for additional service unit or instructional credit. Credit for situations which are not covered above will be determined on an individual basis by the appropriate Vice President and subject to approval by the Federation through the Labor Management Communications Committee process as described in Article 14.

5.2.5. Excess Enrollment: Faculty who agree to teach at enrollment over the designated cap will be compensated at the "excess enrollment" rate on the 10th day of the quarter.

5.3. Scheduling: The Employer has the right to assign to Probationary and Tenured Professors, on campus activities up to 35 hours per week on average. These professors, in discussion with their Deans or other administrative supervisors, will use their professional judgment to flex their time from week to week as long as they are available for mandatory staff meetings.

5.3.1. Span: The schedule of classes for individual professors shall not span more than 9.5 hours in a work day. By mutual agreement, the professor and the Dean or other supervising administrator can agree to a schedule outside of the nine and one half hour span, if approved by the appropriate Vice President.

5.3.2. Meetings: Mandatory College Meetings will not be scheduled to run later than 4:30 p.m. nor outside of the 9.5 hour span for meeting participants specified above, except when the meeting participants include members who are not college employees and their availability necessitates a modification to the meeting guidelines. Some college activities, including student club activities, in

which faculty may choose to participate, may extend beyond 4:30 p.m. There will be a minimum of one-hour and fifteen minute block of time per week to accommodate campus wide activities and meetings and allow participation by all faculty. That time will be scheduled Fridays from 3:15 p.m. – 4:30 p.m.

- 5.3.3. Emergencies:** In the event of an unforeseen emergency, the appropriate Vice President may change a professor's work assignment to maintain academic excellence and/or accreditation standards. Any response to an emergency that impacts the terms or conditions specified in this agreement is subject to negotiation.
- 5.3.4. Off-Campus Assignments:** Provided no individual professor has volunteered for the assignment, assignments of Probationary or Tenured Professors to off-campus locations will be limited to one course per year. This assignment will be on a rotational basis by professors in the division and program for which the assignment is made. When a professor's assignment includes off-campus sites, the College will pay mileage or provide a College vehicle in accordance with appropriate statutory requirements and OFM regulations. When returning to the employee's primary campus from an off-campus assignment, reasonable accommodations for parking will be made upon request.
- 5.3.5. Overload:** Overload may be approved for Probationary or Tenured Professors by the Dean or other supervising administrator and be paid at the Adjunct Professor Salary Schedule rate; however, the overload is not to exceed 1/3 of contact hours beyond the assigned full-time load identified in Article 5.2.1. Permission to exceed these limits may be approved by the appropriate Vice President.
- 5.3.6. Regular Academic Year:** Upon mutual agreement by a Probationary or Tenured Professor and the College, the professor may be assigned summer quarter instead of 1 regular school year quarter. Additionally, upon mutual agreement by the Professor and the College, Professors may be assigned weekends instead of regular weekdays. In no case will such assignments exceed the maximum workload otherwise specified in this agreement, nor will it result in a contract year being fewer than the days stated in Article 1.1.
- 5.3.7. Changes:** When a Probationary or Tenured Professor's work assignment will be changed from day to evening hours, the Dean or supervising administrator will give the professor 5 weeks of notice before the change is implemented.
- 5.3.8. Academic Calendar Committee:** A committee composed of 3 professors and 3 administrators will be formed to develop, by majority vote, 1 or more instructional calendar proposals for the next year. By October 15 of each year, the proposal(s) will be sent to the Vice President for Instruction for review. The Vice President for Instruction will distribute the committee proposal(s) to the professors for a vote. Professors will return votes to the Federation who will tally results and forward the vote to the President for approval prior to their recommendation for an instructional calendar to the Board of Trustees for

adoption.

For modification(s) of calendar days to an adopted instructional calendar, the committee will be reconvened and given the calendar day modification problem(s). The committee will develop a proposal using the same procedure as established for initial development of the instructional calendar (see above).

5.3.9. Low Enrollment Course Assignments: The College at its sole discretion determines if a class will be cancelled due to low enrollment. If the College agrees to offer a low enrollment section of a class through the “low enrollment” rate of pay as specified in Appendix A, the originally assigned Professor will have the right-of-first-refusal to teach the course in this manner. If a Tenured or Probationary Professor accepts the opportunity to teach the low enrolled course through the “low enrollment” rate of pay, they will teach the class as an overload.

5.4. Professional Development: Professors are encouraged by the administration and the Federation to participate in activities that will promote professional growth, maintain the quality of educational offerings and enhance the individual's contribution to the general welfare of the College. Probationary faculty in a tenure track will develop a three-year professional development plan that is updated annually with their Probationary Review Committee. Tenured Professors will develop a five-year professional development plan that is updated annually with the respective Dean or supervising administrator and reviewed with the Teaching Excellence Community.

5.4.1. Professional Development Plan: In keeping with high professional standing, each Probationary and Tenured Professor will develop and review individually with their respective Dean or supervising administrator a personal Professional Development Plan which includes goals which:

- Relate to their present or future instructional/counseling/advising/library assignments and professional interests;
- Meet and maintain certification, accreditation, or professional standards of the College and the respective program assignment;
- Detail the outcomes and identified needs from their Probationary Review or Teaching Excellence Community assessment; and
- Support College core themes.

The Professional Development Plan is to be completed by October 31 in the professor's first probationary year and updated annually by June 15 thereafter, cover three years and should include a schedule of goals and activities to be completed during each year of the plan. The Professional Development Plan for Tenured Professors will cover five years. The plan is to be developed upon mutual agreement between the professor and the Dean or supervising administrator. In the event that the professor and the Dean or supervising administrator cannot reach a mutual agreement, the appropriate Vice President

will have final approval. The Professional Development Plan is a working agreement and, through mutual agreement between the professor and the Dean or supervising administrator, may be altered during the year. Significant alterations to the Professional Development Plan must be approved by the respective college Vice President.

Satisfaction of Professional-Technical Certification requirements will constitute satisfaction of the annual professional development plan.

5.4.2. Qualification and Timeline: For Tenured Professors, all professional development activities must be completed in accordance with their Professional Development Plans and an annual report submitted to their Dean or supervising administrator by June 15. The annual report will include a comprehensive explanation of how the annual goals have been achieved and supporting documentation such as grade transcripts, registration verification, activity evaluations and reports, etc. The Dean or supervising administrator will forward their recommendations regarding successful completion of the annual plan to the appropriate Vice President.

5.5. Temporary Appointments: The College may appoint interim replacements to fill temporary vacancies among full-time faculty. These appointments may be assigned the same responsibilities as Probationary and/or Tenured Professors as outlined in section 5.1. and 5.2. of this Article. At no point will these appointments last for longer than 3 consecutive years. In the event that the College appoints a Temporary Professor for more than three years, the Employer must convert the position to a Probationary, tenure-track position.

5.5.1. Evaluation of Temporary Appointments: The evaluation of temporary faculty appointments will not exceed:

- One peer observation annually,
- One supervisory evaluation annually, and
- One student evaluation of a course per quarter.

5.6. Faculty Fellowship Program:

The purpose of the Faculty Fellowship Program is to promote diversity and community college career opportunities for people who are historically underrepresented in a program or discipline. Diversity for the purposes of this program include People of Color, gender diversity for non-traditional fields, and people with disabilities.

The Faculty Fellowship Program will provide qualified applicants an opportunity to be employed at South Puget Sound Community College (SPSCC) as a full-time faculty member in their discipline for two years and an opportunity to learn the various departments and units of our community college; thus preparing them to compete for position openings in community and technical colleges specifically, and higher education more generally.

This position is non-renewable after the two-year appointment.

5.6.1 Qualifications: Faculty fellows are required to have academic credentials and meet degree requirements associated with a tenure track position in the discipline in which they will be serving.

5.6.2 Expectation of Fellows: Faculty Fellows are non-tenure track faculty who will work with their division dean to determine (1) an instructional workload over the two-year period and (2) a culminating project that exemplifies the fellow's learning related to student success over the period of two years that will be presented to the Board of Trustees. Teaching load will depend upon the fellow's previous teaching experience and may include co-teaching in early quarters of the fellowship. Fellows may also participate in committee work and department and division assignments. Additional opportunities for engagement will be based upon the interests of the Fellow.

5.7. Probationary Professors and the Tenure Process:

5.7.1. Purpose: Consistent with RCW 28B.50.850-869, the Board of Trustees of South Puget Sound Community College District No. 24 hereby establishes the following rules and procedures on faculty tenure and probationary employment, the purpose of which is threefold:

- To ensure faculty appointment rights and faculty involvement in the establishment and protection of those rights at South Puget Sound Community College and all subsequent campuses hereafter established within South Puget Sound Community College District No. 24; and
- To define a reasonable and orderly process for appointment of professors to tenure status and the dismissal of Tenured Professors; and
- To improve the quality of instruction received by students at the College by allowing for thorough review of the performance of faculty appointees prior to the granting of tenure and to assure that tenure is granted to professors of exceptional character and instructional ability.

5.7.2. Application of Tenure: The Federation agrees that the ultimate authority to grant or deny tenure is vested with the Board. The Board agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations will be immediately disclosed to both the probationer and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of a probationary professor will not be subject to the grievance procedure of this Agreement.

5.7.3. Probationary Review Committee: A Probationary Review Committee will be established for each full-time probationer and will serve as a standing committee until such time as the probationer is either granted tenure or their employment in a probationary faculty appointment is terminated. Each Probationary Review Committee will be composed of 5 persons. 3 Tenured

Professors selected by a vote, conducted by the Federation, of the Tenured and Probationary Professors within 30 days of the probationer's first regular College quarter. The President will appoint a College administrator as the fourth member of the committee who will serve as Chairperson. The fifth member will be a full-time student chosen by the president of the Associated Student Body. If a vacancy occurs on the committee, the same process for selecting a replacement should be followed as applied in the selection of the original member.

5.7.4. Duties and Responsibilities of Probationary Review Committees:

The general duty and responsibility of the Probationary Review Committee will be to assess and advise the probationer of their professional strengths and weaknesses and to make reasonable efforts to encourage and aid them to overcome their weaknesses. The Probationary Review Committee should convey to the probationer any relevant and reasonable information, of which the Probationary Review Committee is aware, for the purpose of improving the probationer's performance.

The Probationary Review Committee will meet at the call of the chair, when in their discretion the need for such a meeting arises, provided that the committee will meet with the probationer at least twice during each of the first 2 quarters of employment and once during all other quarters and, additionally, within 10 days of the receipt of a written request setting forth good cause to meet as directed to the chair by the probationer.

The first order of business for each Probationary Review Committee will be to draw up an annual plan that it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto. The plan will include a schedule of meetings, the names of review committee members who will make classroom observations, the frequency of these observations, and the times of these observations (i.e. 6th week of quarter, 8th week of quarter, etc.). The plan will also include a schedule for completion of the other parts of the review process.

If, at any time during the probationary period, the committee determines that the probationer has any weaknesses in the performance of those duties for which the probationer was hired, the committee will set forth a detailed plan for the probationer to overcome these weaknesses. Such a plan will include specific resources, actionable items and/or steps, and a specific timeline to demonstrate indicated improvement.

The Probationary Review Committee will prepare, for inclusion in the tenure file, its annual plan for evaluating the performance and professional competence of the full-time probationer within 30 days of the formation of the Probationary Review Committee.

Performance of duties as a Probationary Review Committee member is an important part of the duties of both the Probationary Professor and the

Tenured Professors who have been elected to such committees. It is the responsibility of the review committee chairperson to keep the probationer informed of the procedures. The committee's evaluation of the probationer will be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in their appointment. A probationary review committee's evaluation procedures will include the following:

- Classroom or workplace environment observations by members of the Probationary Review Committee which may include the review of course outlines and classroom test instruments;
- Student evaluation administered by the committee chairperson or their designee;
- Assessment of the probationer's participation in professional activities both on and off campus;
- Self-evaluation;

The probationer or the committee will have the right to determine additional methods or procedures of evaluation in addition to and after completion of all of the above procedures. Before visiting a Professor's classroom, observers will arrange the time and class with the Professor to be observed.

5.8. Loss of Tenure: Appointment to tenure is effective until the professor is dismissed as defined per Articles 10 or 11 or until the professor otherwise relinquishes tenure in accordance with state law.

5.9. Tenured Faculty Evaluation: The evaluation process will be conducted with all professors who are tenured or in a non-tenure track. After a professor is no longer in a probationary status, they will move into the professor evaluation cycle starting with the first year subsequent to being awarded tenure. If a professor is not in a tenure track, the evaluation cycle will begin with the first year of full-time employment. Full-time Tenured Professors who choose to teach additional courses as an overload assignment will have the assignment included as part of the tenure appraisal process.

Evaluations are based on multiple indices and include administrative, student, peer, and self-evaluations. In keeping with the mission of the College, the goal of the evaluation process is to improve the abilities and skills of professors through immediate feedback, support and recommendation. To achieve this goal the evaluation process will do the following: maintain a positive learning environment for students; insure professors remain competent/knowledgeable in their fields; retain faculty through intervention, assistance and guidance; acknowledge effective forms of instructional delivery; and provide immediate feedback to professors.

5.9.1. Procedures for the Evaluation Process:

All tenured professors will be engaged in a 5-year evaluation process outlined in Article

5 of this contract. The procedure will include evaluation and observation tools developed by the College and approved by the Federation. The process will take place between the tenured professor and their designated administrator.

Each professor must complete a comprehensive self-reflection every five years that incorporates information from the following:

- Student evaluations from a minimum of three classes during the five-year cycle.
- Peer observations conducted by at least three members of the tenured professor's Teaching Excellence Community (TEC) within the five-year cycle.
- Data analysis and trends related to course and/or program student success outcomes over the five-year cycle.
- Learning insights based on goals outlined in the annual professional development plan (PDP) during the five-year cycle.

Administrators will evaluate the tenured professor's performance, including instruction, service work, professional development, and other contributions to the college at the end of the five-year cycle. The administrator will include their observation of one of the professor's classes. The professor will meet with their administrator and review the administrator's evaluations. The professor may respond to the end-of-cycle evaluation in writing for the personnel record. The five-year self-reflection and administrator evaluation, with professor response if added, will be placed in the tenured professor's personnel file at the conclusion of the five-year cycle.

An annual check-in with the professor's administrator is required to ensure that the professor is meeting professional development goals and receiving support from peers and college administration. They will also discuss plans for evaluations and observations the following year.

The evaluation and observation forms gathered for the administrator and self-reflection process will be kept in the supervisor's administrative file for a maximum of five years. The five-year cycle schedule will be maintained by the administrator's staff and reviewed annually by the faculty and administrator as part of the year-end work review and planning process.

5.9.2. Faculty Evaluation Forms: The College will be responsible for developing forms for use in evaluations and observations, including administrator, student, peer, self, librarian, counselor, and on-line instruction evaluation forms. Additionally, the College will be responsible for creating the Service Work Plan and Professional Development form(s) as described in this Article. These forms will be developed by the College and approved by the Federation. During spring quarter of each academic year, the evaluation process may be reviewed at the request of the College or the Federation.

5.10. Teaching Excellence Community: A Teaching Excellence Community (TEC) will be established as a cohort in which each tenured faculty member will participate. The purpose of the TEC is to support the tenured professor's instructional skill development and contribution to the college.

Faculty will participate in a cohort of 3-5 faculty members which comprises their Teaching Excellence Community (TEC). A dean will have general oversight and provide guidance, direction, and administrative support for each cohort. Deans are not expected to attend all cohort meetings.

The purpose of each cohort is to provide ongoing feedback, insight, and support for faculty in ongoing content expertise and improvement of teaching and learning practices that lead to increased student success. Cohorts will stay together for 5 years. Cohort continuation beyond 5 years is determined by the cohort members and the relevant vice president. Newly tenured faculty members will join an existing cohort upon completion of the probationary tenure process.

5.10.1 Faculty Responsibilities: Responsibilities of faculty members within the cohort structure include:

- Determine individual professional development goals for the five-year cycle. The professional development goals are central to each faculty member's professional development plan. Professional development goals must be linked to one or more college Core Themes.
- Use data and research to inform goals and activities.
- Work with their division dean to confirm professional development goals for the five-year cycle.
- Working with their TEC cohort members, to create and implement expectations for meetings (a minimum of 2 per year), student evaluations and peer support observations visits.
- Support, guide, and assist cohort members in achieving their professional development goals.
- Be open to suggestions, feedback and support from cohort members regarding professional development goals.

5.10.2 Expected Outcomes: Each Faculty member as a result of the five- year TEC process will:

- Gather and review feedback from student evaluations in a minimum of 3 different classes during the five-year cycle.
- Gather data on courses and/or program to determine trends and opportunities to improve student success.
- Gather and review feedback from cohort member classroom observations. Each member of the TEC will visit the classroom at least once within the 5 year cycle and provide written and oral feedback to the TEC member.
- Complete a self-evaluation based upon student evaluations, data trends, peer feedback and learning insights to fulfill the professional development goals. This is done at the conclusion of the five-year cycle.
- Meet with their division dean at the conclusion of the five-year cycle to review their completed self-evaluation based upon peer feedback, data, student evaluations, and professional development goals; and discuss the administrative evaluation which must include at least one classroom observation.

5.10.3 Process for Selecting Cohorts: Cohorts will be selected in the following manner:

- Every 5 years in winter quarter full-time tenured faculty will meet to identify professional development topics. Individual faculty members will self-organize into cohorts of 3 – 5 people based on topic.
- Newly tenured faculty members will join an existing cohort of choice until the new cycle.

5.10.4 Changes in Process: The basic process for TEC's may be modified from time to time by mutual agreement between the Federation and the College through the LMCC process as outlined in Article 14.

5.11. Program Leads:

The purpose of the faculty program lead role is to support the mission, vision, values, diversity statement, and strategic plan of the College. Program leads support division and department efforts by serving as liaisons between and among faculty and administration and by coordinating faculty input and supporting effective communication. Program lead duties are advisory and do not constitute supervision of other faculty, but rather leads make recommendations to their supervising administrators. Program lead duties may include:

- Preparing the annual schedule
- Reviewing and finalizing quarterly schedules

- Recommending adjunct hires to the Dean or supervising administrator
- Coordinating onboarding and mentoring of adjuncts and new tenure track hires
- Supporting College communication with faculty
- Act as a single point of contact for questions from other units of the College.

Leads are selected by the administration and serve for a period of 3 years. A lead may reapply for the position every 3 years. Program leads will receive 1/3 reassigned time to carry out their non-instructional duties. As approved by the appropriate Vice President, additional work performed during the summer will be compensated at the hourly or service unit pay rate specified in Appendix A.

5.11.1. Program Lead Evaluation: Evaluation of the administrative duties of the Program Leads will be subject to the Administrator Evaluation process.

5.12. Designation of Administrative Appointments: A Tenured Professor, upon appointment to an administrative position, except that of President, will be allowed to retain their tenure as a professor; however, persons assigned administrative responsibility and authority will occupy positions for which the privileges of tenure cannot be extended. The recognized administrative positions which are specifically exempt from provisions of tenure as described herein include all administrative contract positions and other directors, coaches, or supervisors for which extra pay and/or reassigned time is given for activities other than the regular duties for which the professor's certification and basic contract indicate. Faculty appointed to administrative positions after the execution of this agreement who teach less than 1/3 load or perform faculty counseling or library functions less than 1/3 of the time will accumulate a maximum of 3 years of such time as bargaining unit seniority.

5.13. Early Retirement: The College may grant, upon request, incentives for early retirement when it is beneficial to both the College and the professor. Examples of such incentives may include the following:

5.13.1. Phased Early Retirement: The Phased Early Retirement Option provides for reduced load employment following a member's retirement from their full-time appointment. Where a member's application for this option is approved by the College, they will enter into an agreement with the College in which the member makes an intentional, intelligent and voluntary waiver of any and all tenure rights, and the College agrees to employ the member on a reduced load for 1 year or a mutually agreed upon time. All terms of such arrangements will be specified in a written agreement between the College and the member.

5.13.2. Complete Early Retirement: The Complete Early Retirement Option provides for the purchase of tenure rights from members in exchange for the member's separation from service at a time earlier than that required by law. Where a member's application for this option is approved by the College, they will retire and waive any and all tenure rights and will receive payment in exchange for such retirement and waiver of tenure rights. The amount and method of such

payment will be as mutually agreed upon by the College and the member. Payment under this option will not be reported as wages by the Employer but must be reported as ordinary income by the member for the year in which received. Such payment will be excluded in any calculation regarding retirement benefits. The written agreement will include a schedule of payment(s). No payment will be made after age 70. Upon the death of a member participating in this option, the member's estate will be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased member.

5.13.3. Other Early Retirement Options: Other early retirement options not covered above may be implemented at any time upon written mutual agreement between the member and the College.

5.14. Termination of Employment (Probationary and Tenured): Terminations of employment of professors will be handled in a manner consistent with Article 11.

Before any official action is taken relating to a dismissal of a Tenured or Probationary Professor, the professor will receive (1) written notice of the reasons; (2) an explanation of the evidence supporting the reasons; and (3) an opportunity either in person or in writing to present reasons why the proposed action should not be taken. The Federation will be notified in writing of any meetings held pursuant to this section at the same time the professor is notified. At a professor's option, a Federation representative may be present.

ARTICLE 6. TERMS AND CONDITIONS FOR ADJUNCT AND ASSOCIATE FACULTY

The terms and conditions of this article apply to Adjunct and Associate Professors, librarians, or counselors who are hired on a quarterly basis.

6.1. Duties and Assignments for Adjunct and Associate Professors: The primary duties of all faculty are to serve the educational needs of students. Consistent with each Adjunct and Associate Professor's assignment, these duties include:

- Designing and developing classes aligned with the student learning outcomes of current course outline;
- Instructing, including class management and classroom setup and maintenance;
- Assessing student learning of knowledge and skills according to the course's learning outcomes, to include designing assessments, evaluating student work, and assigning end of quarter grades;
- Consulting with students on questions related to courses and instruction;
- Staying current in the discipline and department;
- Staying current in teaching approaches and learning resources that support student learning;
- Liaising with other professors relevant to specific course requirements; and
- Contributing to distribution and program level assessment; and
- Completing all Federal and State mandated trainings for college employees (e.g. sexual harassment, ethics, IT security).

Library faculty have the following duties:

- Providing information literacy instruction through coordinating and teaching integrated information literacy workshops with other discipline faculty, creating online and video tutorials, faculty consultations, and one- on-one student assistance;
- Reviewing and improving the library's physical materials and electronic resources;
- Setting up, administering, and maintaining library management and cataloging systems and electronic resources; and
- The instructional duties described above.

Counseling faculty have the following duties:

- Providing short-term mental health counseling and appropriate referrals;

- Maintaining Washington licensure as a counselor, clinical social worker or related field;
- Providing immediate support for students in crisis and referrals to appropriate resources;
- Implementing student success workshops, including needs assessment, preparation, and instruction;
- Consulting with faculty/staff on risk assessment, behavioral management and support for students with mental health concerns;
- Leading campus-wide mental health promotion to foster student help-seeking and mental wellness;
- Providing instruction for guest lectures integrated into credit-bearing classes; and
- The instructional duties described above.

6.1.1. Adjunct and Associate Service Work: Adjunct and Associate Professors have no service work responsibilities, but may, upon mutual agreement with the College, engage in service work to be compensated at the rate described in Appendix A as approved by the appropriate Vice President. The College will offer at least 5 Associate faculty an opportunity to serve on committee or council positions each quarter. Associate faculty will be compensated using the additional service-work rate.

6.2. Adjunct Professor: The administration recognizes and appreciates the contribution of Adjunct Professors to the educational programs at South Puget Sound Community College.

Adjunct Professors' duties and responsibilities will be designated by the employer on a quarterly contract that will designate the instructional assignment with specific dates and salary set by the Adjunct Professor Salary Schedule posted in Appendix A. Adjunct Professors may be contracted for up to a year if the appropriate Vice President deems it applicable. There is no expectation of continued employment.

All Adjunct Professors will be allowed to participate in College in-service activities without remuneration. Also, where feasible, all Adjunct Professors will have access to the College services and facilities to perform their professional duties.

Changes in adjunct office space including but not limited to reducing the amount of physical space, increasing the number of people per office, housing other college functions within adjunct office space, will be decided after consultation with the Federation in the Labor Management Communications Committee process.

6.3. Associate Professor: The College will strive to provide 1/3 of the Associate Faculty with multiple quarter contracts (up to 2 quarters) at the discretion of the College.

The College reserves the right to exceed the basis of calculation described herein where in its discretion such exception serves the best interest of the College.

Associate Professors' duties and responsibilities will be designated by the employer on a quarterly contract that will designate the instructional assignment with specific dates and salary set by the Associate Professor Salary Schedule posted in Appendix A. Associate Professors may be contracted for up to a year if the appropriate Vice President deems it applicable. There is no expectation of continued employment.

6.4. Adjunct and Associate Professor Evaluation:

In keeping with the mission of the college, the goal of the evaluation process for Adjunct and Associate Professors is to improve their abilities and skills through immediate feedback, support, and recommendations. To achieve that goal Adjunct and Associate Professors who teach at least once per year will be evaluated by their dean or supervising administrator using multiple indices. Before visiting a Professor's classroom, observers will arrange the time and class with the Professor to be observed.

6.4.1. First Evaluation: The first evaluation will be conducted prior to the end of the Adjunct/Associate Professor's completion of 30 quarter credits, and will include an administrative evaluation conducted by the dean or supervising administrator and student evaluations of all of their classes. Written comments will be shared with the Professor within 30 working days of the initial observation.

6.4.2. Student Evaluations: Following the first evaluation identified above, student evaluations will be administered at least once per year for all classes taught in a selected quarter, and also when the Adjunct/Associate Professor is teaching a course for the first time. All student evaluations will be available for the Adjunct or Associate Professor upon completion of the quarter for which they were administered. Student evaluations may be discussed with the supervising administrator.

6.4.3. Administrative Evaluations: Administrative evaluations conducted by the supervising administrator or their designee will be conducted every three years. Written comments will be shared with the professor within 30 working days of the initial observation.

6.4.4. Peer Observation: A supervising administrator or an Adjunct or Associate Professor may request a peer observation at any time. Written comments will be shared with the Professor and supervising administrator within 30 working days of the initial observation.

6.4.5. Self-Evaluations: When an Adjunct/Associate Professor teaches at least once per year, they may be asked to complete a self-evaluation.

6.4.6. Review Evaluations: The Adjunct or Associate Professor will have an opportunity to review and discuss all evaluations and observation results with their supervising administrator. The evaluation material will be considered

confidential. Identification of areas needing improvement may be in writing and may require an action plan for improvement.

- 6.4.7. Right to Respond:** The Adjunct/Associate Professor being evaluated has the right to attach their response to any evaluation information. The information will be placed in the Adjunct/Associate Professors' personnel file.

ARTICLE 7. BENEFITS

Some benefits such as Health Insurance, Retirement Plans and Unemployment are mandated by the state legislature. The following section addresses benefit information for faculty that is negotiated locally by the Federation.

- 7.1. **Exceptional Faculty Awards:** As a result of funds generated by the College Foundation and matching grants from the state legislature, the College and the Foundation have established Exceptional Faculty Development Awards. These awards will be made from endowments and interest generated annually from these endowments.

A schedule with specific deadlines and application/nomination forms will be published by the first Friday of fall quarter annually by the College. The annually appointed Faculty Awards Committee will meet quarterly to review proposals and make grant recommendations to the Board of Trustees. The Faculty Awards Committee will be comprised of 2 administrative designees appointed by the College and 4 tenured professors appointed by the Federation.

- 7.2. **On-Campus Class Attendance:** A professor may request of the Employer permission to be allowed to attend classes on campus without loss of pay. This will not be construed to reduce the amount of time normally expected of a professor. Courses taken at South Puget Sound Community College are subject to the provisions of the tuition waiver program administered by the College.

- 7.3. **Faculty Professional Development Fund:** This program will be open to all members of the faculty who fulfill the qualifications noted below, and applications will be made in writing, setting forth the details of the proposed course of study for which the grant is requested.

- 7.3.1. **Funding:** Funding will be an annual amount equal to the base initial placement salary for a Probationary Professor, adjusted for any Cost of Living adjustments. Funds not expended or committed to be expended within the fiscal year as of June 30 will revert to the general fund.

The maximum reimbursement for which support can be awarded under this program is \$3,000 per professor per year for all authorized and allowable costs associated with an individual professor's Faculty Professional Development Fund expenses.

Funds from this program will be paid to the selected professors upon presentation of transcripts or grade reports of grades received for academic classes and official documentation for completion of Factory Training Schools. If participation is in conjunction with a leave of absence, the participant must return to College employment prior to reimbursement.

Reimbursement will be limited to courses, conferences or workshops related to the professor's field of competence; or necessary to increase their competency in a subject area to which they are to be assigned; or which improve competency in assigned duties which may include new teaching techniques or

professional technical requirements. Exceptions would be allowed in cases of courses being applied to a degree program. Reimbursement for expenses associated with Faculty Professional Development Fund program costs are governed by Office of Fiscal Management rules for travel, per diem, and other reimbursement for authorized expenses. Courses taken as part of the Faculty Professional Development Fund will not conflict with the normal contractual duties of the professor.

Qualified professors will be reimbursed for the actual cost of the credit hour taken except for classes taken from the College. Courses taken from the College can be subject to the provisions of the tuition waiver program, as they apply, or reimbursed for tuition only in instances where the tuition waiver program cannot be used (excludes continuing education).

Professors who are recipients of National Science Foundation or similar grants for a course of study will be ineligible for the provisions of the program.

- 7.3.2. Faculty Professional Development Fund Committee:** A Faculty Professional Development Fund Committee will be appointed from the faculty to (1) establish policy in consultation with the faculty, and (2) select the recipients for Faculty Professional Development funds.

Such Faculty Professional Development Fund Committee will be composed of 4 professors elected from the general faculty under the direction of the Federation. This Committee, in the establishment of policy and the allotment of Faculty Professional Development funds, will work in consultation with the President and approval of the Board. The President or the Board may disapprove any Faculty Professional Development Fund request which does not meet the intent of the program.

- 7.3.3. Eligibility:** An applicant's eligibility for Faculty Professional Development funds will be determined each year by the selection committee, dependent upon the following:

- The first qualification for acceptance into this program will be a minimum of 3 years full-time employment or equivalent by part-time employees as a professor with the College.
- An applicant who has received Faculty Professional Development benefits during the current fiscal year will be considered less eligible than one who has not. If, however, funds are available, all qualified applicants will be considered.
- Other qualifications met, an applicant will be considered on a “first come, first serve” basis.
- If, after all qualified applicants are taken care of, funds are still available, applications may be accepted from professors who have been employed for less than 3 years following the procedures described above.

7.4 **Sabbatical Leave:** The purpose of sabbatical leave is to benefit South Puget Sound Community College and its students by providing professors with the opportunity to engage in activities leading to professional growth and revitalization. Such leave would allow eligible members an extended period of time free from normal contractual obligations to pursue legitimate professional goals. This purpose is consistent with the provisions of RCW 28B.10.650 entitled "remunerated professional leaves for faculty members of institutions of higher education" as now exists or is hereafter amended, and with this College's commitment to faculty professional development. Appropriate uses of sabbatical leave would include formal study, travel, work experience in one's teaching field, or any other activity which would contribute substantially to the improvement of teaching abilities.

Guidelines and procedures for sabbatical leave, including application forms, rating procedures, and reporting requirements, will be established by the Committee prior to the institution of the sabbatical leave program.

7.4.1 Eligibility: Sabbatical leave may be granted for 1, 2, or 3 consecutive quarters after completion of 6 years of full-time contractual service as a Probationary or Tenured Professor of South Puget Sound Community College District 24. Professors awarded 3 quarters of sabbatical leave will be eligible for an additional award after completion of a new 6 year period of full-time employment as a professor. Professors who are awarded leaves of less than 3 quarters retain their remaining eligibility and will qualify for additional entitlement at the rate of 1 quarter for each two-year period of full-time employment as a professor, not to exceed 3 quarters of eligibility.

7.4.2 Approval: All sabbatical leaves require the approval of the Board of Trustees upon the recommendation of the President. The number of sabbatical leaves approved by the Board will not exceed 3 professors in any quarter of any academic year. The number of leaves granted will be subject to budget constraints.

7.4.3 Compensation: Compensation will be a maximum of one hundred percent (100%) of a salary or the maximum allowable under law.

7.4.4 Procedure: The annually appointed Faculty Awards Committee will accept and review sabbatical leave requests. An application for sabbatical leave, which will include reasons for requesting the leave and a detailed sabbatical leave plan, must be submitted to the Committee on or before January 15 of the academic year prior to taking leave. The Committee will be comprised of 2 administrative designees appointed by the college and 4 tenured professors appointed by the Federation. The committee will recommend candidates for sabbatical leave to the College President.

The President will recommend candidate(s) for sabbatical leave awards to the Board of Trustees after giving reasonable consideration to the recommendations of the Committee. The award or denial of sabbatical leave grants are not grievable under any grievance procedures included in the contract between the faculty bargaining unit and the College's Board of Trustees.

7.4.5 Criteria: Sabbatical leave will be awarded according to the following criteria:

- The value of the proposed activity to the enhancement of the instructional program of the College.
- The value of the proposed activity to the professional growth and development of the applicant.
- The past contribution of the applicant (years of service, range of service, quality of service), to the College.

7.4.6 Limitations: Any sabbatical award is subject to:

- The ability of the College to employ a qualified replacement for the professor requesting the sabbatical, and
- The availability of funds.

7.4.7 Leave Contract: When the Board of Trustees grants a sabbatical leave, the recipient will sign a contract with the College specifying:

- The length of sabbatical leave.
- The amount of sabbatical payment.
- A commitment to perform according to the approved sabbatical leave plan.
- That the recipient will return to regular duties with the College following their completion of such leave and serve in a professional status for a period commensurate with the amount of leave so granted. Failure to comply with the provisions of the signed agreement (contract) will constitute an obligation of the recipient to repay to the College any remuneration received from the College during the leave. Application of a reduction in force will take precedence over any sabbatical leave agreement and/or procedure.
- That the recipient, upon return, will submit a written report to the President summarizing the work completed during the sabbatical leave and describing how the new knowledge will be utilized in professional assignments. A report of completed professional development activity must also be submitted to the Committee.

7.4.8 Non-compliance: Non-compliance with terms of the leave contract will be dealt with according to RCW 28B.10.650.

7.4.9 Faculty Member Rights: The time spent on sabbatical leave will be recognized as equivalent to time spent as a full-time academic member of the College and will constitute fulfillment of instructional, service, and professional development

responsibilities for the time spent on sabbatical. Time spent on sabbatical leave will not count towards subsequent sabbatical eligibility.

- 7.5** **Emeritus Status:** Emeritus Faculty will be recognized by the College. They will be granted an SPSCC Emeritus Faculty identification card, maintain library privileges, and maintain faculty/staff pricing for events hosted by SPSCC in perpetuity. These benefits are not transferrable.

ARTICLE 8. LEAVE

For purposes of leave, a day is equivalent to 7 hours.

8.1. Leave Accrual:

8.1.1. Probationary and Tenured Professors will be granted 12 days of leave upon hire. After 3 quarters of employment, they will accumulate leave at a rate of 1 day for each calendar month during which they are employed for either a contractual day or on a part-time basis for summer quarter provided the total does not exceed more than 12 days during any given twelve month period.

8.1.2. Adjunct and Associate Professors accrue a maximum of 7 hours of sick leave per month based on teaching 15 credit hours and will accrue leave on a pro-rated basis determined by the number of contract credits each quarter.

8.2. Leave Requests: Requests for leave must be submitted timely and approved in advance for all leave other than sick leave in accordance with the semi-monthly payroll cycles, and approved by the appropriate supervisor.

8.3. Leave With Pay: Includes:

- Sick Leave
- Personal Leave
- Bereavement Leave
- Jury Duty, Civil Leave
- Professional Meetings and Conferences

8.3.1. Sick Leave: Leave taken for illness of the professor or to care for an immediate family member. Sick leave is charged against the professor's accumulated leave balance.

Paid sick leave may be used for the following: illness, injury, or preventive health care; exposure to a contagious disease that might endanger others; disability due to pregnancy or childbirth; and illness, injury, or death of a family member. Family members are defined as parent, step-parent, sister, brother, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, minor/dependent child, and child.

The employer reserves the right to request reasonable proof in event of leaves for illness or injury.

8.3.2. Sick Leave Accumulation: Pursuant to applicable statute, each professor's portion of sick leave allowance will accumulate from year to year without limit.

Unused sick leave will remain on record for 5 years after the professor is no longer employed at the College.

8.3.3. Sick Leave Incentive Buyback: Professors whose sick leave balance at the end of a calendar year exceeds 420 hours or 60 days may elect to convert any or all of the hours in excess of 420 to monetary compensation at a rate of 1 full day's pay for each 4 days of accumulated sick leave. If you qualify for the leave incentive, you will be notified by the Human Resource Office each year in January of your ability to participate.

8.3.4. Adjunct and Associate Sick Leave: In the event that, due to a medical condition, an Adjunct or Associate Professor is unable to teach an entire quarter at the College during which they would have normally been employed, the Professor may use accumulated sick leave during that quarter provided that they:

- Has adequate sick leave available; and
- Has taught at least three quarters at the College and has taught that specific quarter the previous year; and
- Has a documented medical reason for not teaching that quarter. The documentation needs to be given to the respective Dean or other supervising administrator and forwarded to Human Resources.

8.3.5. Personal Leave: Professors may use up to 3 days of accumulated leave annually for personal reasons. Professors are not required to disclose the reason for Personal Leave. Timely request for personal leave use to the supervising administrator is a minimum of two hours in advance of expected duties or activities.

8.3.6. Bereavement Leave: Leave with pay granted in the event of a death of the professor's immediate family member. Immediate family members are defined as parent, step-parent, sister, brother, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, minor/dependent child, and child. Leave time to pay last respects to very close deceased friends may be granted for a partial day.

- **Probationary and Tenured Professors:** Bereavement leave does not affect the professor's leave balance. Up to a maximum of 5 days will be granted per bereavement.
- **Adjunct and Associate Professors:** Bereavement leave is charged against the professor's leave balance.

8.3.7. Jury Duty and Civil Leave: Leave with pay granted for jury duty or to perform other subpoenaed civil duties.

Jury Duty and Civil Leave is considered leave with pay and does not affect the professor's leave balance. All jury duty and civil leave must be reported in the

electronic leave system and a copy of the summons forwarded to the Human Resource office. Compensation received for civil service belongs to the professor and does not need to be reported to the employer.

8.3.8. Professional Leave, Meetings, and Conferences: Professional leave is considered leave with pay and does not affect the professor's leave balance. Professors may be granted paid leave for approved attendance at official institutes, conferences, and/or professional meetings. The purposes of such attendance must be to add to the professional capabilities in the field in which the professor is hired and working. Neither students nor the professor's regular duties will suffer unduly or disproportionately to the benefits anticipated from the activity.

8.4. Leave Without Pay: Leave without pay may be granted to Probationary and Tenured Professors for the following reasons: family medical leave, work-related injury or illness, military leave, military family leave, domestic violence leave, and other circumstances not listed here.

Leave without pay will be reported by day or hour, whichever applies to the professor's scheduled hours of instruction using the appropriate leave system.

8.4.1. Other Leaves Without Pay: Leave for other reasons may be granted to professors upon mutual consent for up to one year. Terms and conditions of such leaves will be in writing and may be granted upon recommendation of the appropriate Vice President and approved by the President. Such leaves will not count as service for purposes of salary advancement or the accrual of benefits.

8.5. Religious Holidays: Professors are entitled to two unpaid religious holidays per calendar year to accommodate employees with holy days that do not coincide with state legal holidays. This 2014 law covers "a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization." This also applies to employees who desire time off for reasons of "conscience", thus covering employees who do not belong to organized religions.

8.6. Guidelines for Use of Leave by Faculty: It is South Puget Sound Community College's policy that, if an individual is ill, then they should use their sick leave to recuperate from their illness. In addition, faculty taking leave should not perform work for the College.

8.6.1. Notification: All faculty who are ill are expected to contact their supervising administrator in advance of expected duties or activities when possible. If sick leave continues beyond one day, the faculty is expected to inform their supervising administrator(s) of ongoing leave at the start of each new work day, until returning to duty. If the faculty knows in advance of the need to use extended sick leave, the specific duration of leave can be given and not require daily updates.

8.6.2. Adjunct/Associate Faculty Leave Recording: Adjunct/Associate faculty who call in sick, or otherwise take leave, will record leave based on the scheduled teaching time

missed from instruction, lab, or contact hours which the college will deduct from their accumulated leave balance.

- 8.6.3. Probationary/Tenured Faculty Sick Leave Recording:** Probationary/Tenured faculty who miss a full day of assigned duties will report 7 hours of sick leave, which the College will deduct from their accumulated leave balance.

Probationary/Tenured Faculty who miss any portion of their assigned duties for the day will report 3.5 hours of sick leave.

- 8.6.4. Sick Leave Submittal:** Probationary/Tenured faculty will submit appropriate leave on TLR. Adjunct/Associate faculty will complete paper leave requests and submit it to the supervising administrator(s) for the department(s) in which work will be missed.

- 8.6.5. Other Leave for All Faculty:** All faculty will discuss all other leave situations in advance with their supervising administrator, who will adjust schedules in accordance with Article 5.3 of the collective bargaining agreement.

- 8.6.6. Other Leave Requests:** All faculty will discuss other leave situations in advance with their supervising administrator, who will adjust schedules in accordance with Article 5.3 of this agreement.

ARTICLE 9. COMPENSATION

9.1. **Negotiated amounts:** Salaries, increases, and various pay rates for activities for faculty are negotiated between the Federation and the College and appear in Appendix A of this agreement.

9.1.1. **Cost of Living Allowances:** When available, legislative authorized cost of living allowances will be applied to each of the following:

- Individual Tenured and Probationary salaries on an equal percentage basis,
- The Adjunct and Associate Salaries specified in Appendix A,
- The Independent Study/Special Projects/Low Enrollment Rate specified in Appendix A, and
- The Co-Op Rate specified in Appendix A.

9.2. **Salary for Probationary and Tenured Faculty:** Minimum base salaries for Probationary and Tenured Professors are found in Appendix A of this agreement.

9.2.1. **Probationary Faculty Placement:** The President in conjunction with the relevant Vice President will determine initial salary placement of new Probationary Professors. A candidate's educational qualifications and prior teaching experience, prior business and industry-related experience, job market competition and equity with faculty in similar positions will be considered when placing new faculty above the minimum Probationary Professor Base Salary.

9.2.2. **Award of Tenure:** In the next contract year following the award of tenure, there will be an adjustment up to the Tenured Professor Base Salary specified in Appendix A. This adjustment is in recognition of increased responsibilities and workload activities assigned to faculty following the award of tenure.

9.2.3. **Retention and Progression Salary Enhancements:** Tenured faculty will receive additions to their salaries in the amounts and years negotiated between the College and the Federation and specified in Appendix A.

9.2.4. **Method of Calculating Extended Contract Compensation for Faculty:** Counselors and librarians will be paid pro rata from their individual full-time salary rate, using 35 hours per week as the basis for full-time, for the time covered by the extended contract.

If part of an instructional program is continuous through a period greater than 3 academic quarters, and the same level of effort by students and/or faculty is required during the period of the extended contract as during the regular year, then those faculty will be paid pro rata from their full-time salary rate, using 35 hours per week as the basis for full-time.

An extended contract for faculty compensation may be entered into upon mutual agreement between the professor and the College.

Faculty not covered by the above, will be paid as Adjunct Professors.

- 9.3. Salary for Adjunct and Associate Faculty:** Adjunct and Associate Professors' salaries are to be paid on a per credit basis as specified in Appendix A. Salary is for achievement of course objectives through faculty meeting professional obligations such as student consultation, liaison with other faculty, course preparation, giving and grading final exams and/or projects and duties as assigned by the respective Dean or supervising administrator consistent with the course assigned.

Lecture/Theory credit is based on one contact hour with the student per week for each credit. Lab/Guided Experience credit is based on two contact hours with the student per week for each credit. Nursing clinical is compensated at the Lab/Guided Experience credit rate plus a 25% premium. Field-based Experience credit is based on intermittent supervision of the instructor with students engaged in autonomous study or related work activities, and is measured by the credit assigned to the student.

When the respective Dean or supervising administrator requires attendance at meetings, in writing prior to the meeting, the Adjunct or Associate Professor will be compensated at the hourly rate specified in Appendix A.

Adjunct or Associate Professors may be invited to attend non-mandatory trainings and compensated at the hourly training rate specified in Appendix A, as approved by their Dean or supervising administrator.

Adjunct and Associate counselors and librarians will be compensated at the faculty hourly rate specified in Appendix A.

- 9.4. Year End Award:** Awards will be paid to Tenured Professors in December of each year, based on a percentage of the College operating budget close for that year. These awards will be split evenly among all Tenured Professors completing their annual professional development and service work plans for the previous academic year.
- 9.5. Stipends:** Professors engaging in service work beyond their standard loads will be

compensated either per service unit or hourly at the service pay rate specified in Appendix A.

- 9.6. **Accepting Additional Payment for Faculty Positions:** Compensation for individual professors or departments may be enhanced beyond the amounts specified in this agreement when funds for such additional compensation are provided by outside entities. Eligibility for these compensation enhancements may require work beyond the terms of this agreement. If outside funds are discontinued, faculty compensation will revert to the regular terms of this agreement.
- 9.7. **IBEST:** Full and part-time I-BEST teaching pairs will each be compensated for 10 hours of “new team” training at the faculty hourly rate. This will be paid every time a new teaching team is formed. Additionally, the I-BEST teaching pair will each receive compensation for 10 hours of collaboration each quarter in which they are teaching I-BEST. Compensation will be at the faculty hourly rate.
- 9.8. **Non I-BEST Multi-Level Courses in Math and English:** Classes will be capped at 24 students.

ARTICLE 10. REDUCTION IN FORCE (RIF)

10.1. Reason: A reduction in force (RIF) may result from any of the following:

- Lack of funds
- Elimination and/or reduction of programs, courses or services
- Decreased enrollment
- Overstaffing
- Reduction of allotments pursuant to RCW Chapter 43.88 as now or hereafter amended.
- Board approved changes in educational policy and/or goals.

10.2. Financial Emergency: Reduction in force may result from a State Board for Community and Technical Colleges Declaration of Financial Emergency pursuant to Laws of 1981, Ch. 13, Paragraph 1 under the following conditions:

- Reduction of allotments by the Governor pursuant to RCW 43.88.110(2),or
- Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

10.3. Process: The following steps will be used for a reduction in force not associated with a State Board for Community and Technical College's declaration of financial emergency outlined in RCW 28B.50.873. Any reduction in force associated with a declaration of financial emergency will follow RCW 28B.50.873.

10.3.1 Definition of day: For purposes of Article 10 "Days" refer to calendar days. Calendar days do not include college holidays or when a faculty member is off contract.

10.3.2 Notification to Federation: The Federation will be notified in writing of any meetings with the professor and of all written responses presented to the professor as outlined in this article, at the same time as the professor.

10.3.3 In-person meetings: Although the official process involves written notification and responses, the parties may wish to meet in-person during any of the steps outlined in Article 10.

10.3.4 Process termination: The process may end at any time by mutual agreement or if the professor does not pursue her or his opportunities to contest the administrative reduction in force action outlined in Article 10.

10.4. Notification and Responses:

Step 1. Informal notification

Prior to official action for reduction in force, the appropriate vice president will meet with the professor and a Federation representative to discuss the reason for the reduction in force.

Step 2: Formal notification to professor

The appropriate vice president will provide the tenured or probationary professor a written notice of the reduction in force. The written notice will contain (1) the reasons for the reduction in force and (2) supporting evidence for the reduction in force. The written notification officially begins the reduction in force process outlined in Article 10.

Step 3: Professor may contest

The professor will have 14 days of receipt of formal written notice of reduction in force, from the appropriate vice president, to contest the reduction in force. The contest will be provided in writing to the vice president.

Step 4: Vice president's response to contest

The vice president will have 14 days from the time of receipt of the written contested response from the professor to submit, in writing, her or his answer to the professor and the Federation.

10.5. Hearing:

Step 5: Professor may request a hearing

The professor may request a hearing within 14 days following receipt of written response to the contest from the vice president. The hearing will be an opportunity for the professor and the administration to present reasons why the action should or should not take place. The hearing will occur before the Reduction in Force Review Committee.

Step 6: Committee hears reasons for or against reduction in force

The Reduction in Force Review Committee will be created within 10 days of receipt of request for a hearing from the professor. The Reduction in Force Review Committee will schedule the hearing within 30 days of the request from the professor.

Step 7: Recommendation to the president

The Reduction in Force Review Committee will make a recommendation to the college president within 14 days of the conclusion of the hearing.

Step 8: President may meet with professor (optional)

President may meet with the professor at her or his discretion within 5 days of receipt of recommendation from Reduction in Force Review Committee.

Step 9: President submits recommendation to Board of Trustees

President submits her or his recommendation to the Board of Trustees at the next scheduled board of Trustees meeting for a final decision. When the president submits the final recommendation to the Board of Trustees, she or he will also send a copy of the recommendation to the professor and the Federation.

10.6. Board of Trustees:

Step 10: The Board of Trustees decision

The Board of Trustees will have the final decision regarding a reduction in force. The Board of Trustees, during their open meeting, will hear from the administration regarding reasons for the reduction in force and the professor regarding her or his dissent of the decision.

10.7. Grievance:

10.7.1. Board of Trustees' Decision:

A reduction in force decision made by The Board of Trustees pursuant to the procedures described in this article is not subject to grievance.

However, the professor may make an appeal pursuant to RCW Chapter 34.05 as outlined in Article 10.8.

10.7.2. Federation may grieve process:

The Federation has the right to grieve the failure of the College to follow the process outlined in this article.

10.8. Appeal:

Following the decision by the Board of Trustees, the reduction in force will take place in accordance with this chapter.

10.8.1. Appeal: Pursuant to RCW Chapter 34.05 as now existing or hereafter amended, the professor will have the right to appeal the final decision of the Board of Trustees within 30 days after service of the final decision. The filing of an appeal will not stay enforcement of the decision of the Board.

10.8.2. Hearing Officer: For an appeal filed in the case of a reduction in force for reasons set forth in 10.1, upon receipt of a request for a hearing from an affected professor, the President will notify the Board of Trustees and request that the Board appoint an Impartial Hearing Officer who will be an attorney in good standing with the Bar of the state of Washington and who will not be a professor of the state of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the state of Washington. The cost incurred for the services and expenses of such hearing officer will be shared equally by the College and the professor requesting the hearing.

For an appeal filed in the case of a reduction in force for reasons set forth in 10.2, at the time a professor or professors request a formal hearing, said professor(s) may ask for participation in the choosing of the hearing officer. Where there is more than 1 professor affected by the Board of Trustees' reduction in force, professors requesting a hearing must act collectively in making such a request; provided further, that costs incurred for the services and expenses of such hearing officer will be shared equally by the College and the professor(s) requesting a hearing.

It will be the rule of the impartial hearing officer to conduct the hearing in accordance with Chapter 34.05 RCW.

10.9. Reduction in Force Review Committee:

A Reduction in Force Review Committee will be created upon request from the professor for a hearing. The members will include 1 administrator chosen by the president, 1 full-time student chosen by the Associated Student Body president, and 3

professors selected by a vote of the Federation. In no case will a member of the committee sit in judgment of her or his own case or the case of a family member. The Reduction in Force Review Committee will be co-chaired by the 1 administrator and 1 professor selected by the Federation. An administrative supervisor of the professor shall not be a member of the committee. In the event there is a vacancy on the committee, a replacement will be selected within 5 days of the vacancy in the manner outlined above.

10.10. Reduction in Force (RIF) Units: Each Tenured Professor and each Probationary Professor may be assigned by the President in up to 2 RIF units.

10.10.1. Establishment of RIF Units: RIF unit lists will be developed annually. Each professor will be ranked in the appropriate RIF unit in accordance with the seniority procedures defined in this article. RIF unit assignments will be published by November 1 of each academic year. Any disputes regarding RIF unit assignments will be submitted to expedited arbitration within 15 days of publication. RIF units will be reviewed on an annual basis and will be in line with the organization structure at the beginning of the academic year. RIF units may be added during the academic year. The Federation will be notified of the addition of RIF units.

10.10.2. Primary RIF Unit: Each Tenured Professor and each Probationary Professor will qualify for assignment in, and be assigned to, the RIF unit in which the professor has their major assignment.

10.10.3. Secondary RIF Unit: Professors will qualify for 1 additional RIF unit and be placed in the second unit if the professor meets the following criteria:

- The professor has taught at least three sections in the additional unit at South Puget Sound Community College in the previous 3 academic years, and
- The professor has at least the minimum credentials to teach in the second unit as determined by the Vice President of Instruction.

10.11. Selection of Individuals: If a reduction is determined to be necessary, a professor will be reduced within their primary RIF unit. If they are displaced from their primary RIF unit, the professor will displace the least senior professor in their secondary unit that they have seniority over. All reductions will be based on seniority.

10.12. Seniority: Continuous full-time service in a faculty or administrative position with South Puget Sound Community College, or its antecessor college district (Community College District Twelve). In computing seniority, any and all service at any of the above, as well as leaves of absence up to 12 calendar months and sabbatical leaves, will be counted. The individual with the highest number of qualifying years will be the most senior; in case of ties, seniority will be determined in the following descending order:

- First date of signature of an employment contract
- First date of signature of letter of intent

- First date of application for employment

10.13. Recall: Professors who have been separated from service as a result of reduction in force procedures will have the right to be recalled consistent with the provisions specified below:

- Recall lists will be created and maintained by the Employer for each affected RIF unit. The names of each affected professor will be placed on the appropriate RIF unit list according to seniority.
- Recall will be in reverse order of reduction in force by RIF unit to a faculty position, either newly created or a vacant full-time position.
- The right of recall will extend 2 years from the effective date of the lay-off.
- Each professor who has been reduced in force will keep the Human Resources office informed of any change in address.
- New hire(s) will not be employed to fill a professor vacancy unless there are no qualified professors on the applicable RIF unit recall list to accept the vacancy.
- A professor on lay-off will have 15 days to respond following issuance of written notice by registered mail of an offer of recall to a full-time position. If the individual fails to respond, their recall right will be waived.
- Upon recall, a professor will retain those benefits to which they are entitled such as sick leave, tenure, retirement, and seniority which existed at the time of lay-off.
- The Employer will notify the Federation, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.
- A professor on recall will have first right of refusal to any part-time assignments in their lay-off units; provided; failure to accept such assignment will not alter recall rights to full-time vacancies otherwise established.

ARTICLE 11. DISCIPLINE AND DISMISSAL WITH CAUSE

It will be the policy of the College and the Federation to resolve matters informally, but if, in the opinion of the administration, the informal process will be unsuccessful or inadequate, the following discipline procedure will apply.

- 11.1. Disciplinary Process:** The College will not dismiss or reduce the compensation of any professor without sufficient cause. The College agrees to follow a formal policy of progressive discipline outlined below. The College may bypass steps if the nature of the misconduct is severe, the faculty member has been the subject of prior discipline, or the faculty member is significantly disruptive to the educational process. The College will be required to justify and document the decision to bypass steps. The College will not be required to apply the progressive discipline process where the nature of the misconduct is of an extreme nature as discussed in section 11.6.

Step 1: Notice of Expectation Conference. During the notice of expectation conference, the relevant supervisor will clearly indicate that this is the first step in the discipline procedure, and a written Notice of Expectation will be provided to the professor. A copy of the written notice will be maintained in the employee's supervisory desk file; the written notice of expectation will not be placed in the professor's personnel file unless further steps in the discipline process require such proof that such a notice was appropriately delivered.

Step 2: Documentation of Continued Behavior. If the behavior addressed through the Notice of Expectation conference persists, the relevant supervisor will provide written evidence documenting the continued behavior. This is the second step in the discipline process. The written warning along with proof that a notice of expectation was appropriately delivered will be placed in the professor's personnel file.

Step 3: Temporary Reduction in Pay. When a reduction in pay is determined to be the appropriate action, the College will provide the professor with minimum 15 days written notice prior to the effective date of reduction in pay. The temporary reduction in pay will not be greater than 5 days of the professor's per diem salary. The temporary reduction in pay will be taken from the next pay check. Reporting of a reduction in pay will become part of the professor's personnel file.

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

- To be informed in writing of the reason for the contemplated discipline and an explanation of the evidence;
- To be provided with copies of any written documents relied upon to take the action;
- To have the opportunity to view other evidence, if any; and

To be provided an opportunity to respond at a meeting scheduled by the College consisting of the professor, a union representative (if desired by the professor), and management. Alternately, the professor may submit a written response, if they prefer.

- 11.2. Dismissal for Cause:** It will be the policy that a Tenured Professor will not be dismissed except for sufficient cause. Nor will a professor who holds a Probationary faculty

appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause will include but is not limited to:

- Aiding and abetting or participating in:
 - Any unlawful act of violence,
 - Any unlawful act resulting in the destruction of Community College property, or
 - Any unlawful interference with the orderly conduct of the educational process.
- Incompetency
- Neglect of Duty.
- Insubordination.
- Conduct unbecoming a member of the Faculty and which is detrimental to the educational objectives of the College, provided that no such charge will be sustained that constitutes interference with academic freedom of the person charged.
- Physical or mental inability to perform duties and responsibilities as specified in the contract.

Nothing in this Article will be construed to affect the decision and right of the appointing authority, the Board of Trustees, not to renew a Probationary faculty appointment without cause pursuant to applicable statute.

Step 1: Notice of Dismissal. Before any official action is taken relative to dismissal of a Tenured or Probationary Professor, the professor will receive written Notice of Dismissal containing (1) the reasons for dismissal; and (2) an explanation of the evidence supporting the reasons.

Step 2: Professor's right to contest dismissal: A professor once presented with the First Notice of Dismissal will have the opportunity within 7 days of receipt, to present in writing to the appropriate vice president, reasons why the proposed action should not be taken. The Federation will be notified in writing of any meetings held pursuant to this section at the same time the professor is notified. At the professor's option, a Federation representative may be present.

Step 3: Vice President Response to contest: The Vice President will respond in writing to the professor within 7 days of receiving the contest of the dismissal.

Step 4: Dismissal Review Hearing. The faculty member may request a dismissal review hearing within 7 days of the vice president's response in step 3 above. A Dismissal Review Committee will be established within 10 days of the faculty's request for the dismissal hearing. If there is more than one faculty member being dismissed they may each request a separate hearing. The committee will convene within 10 days after the Dismissal Review Committee has been established. The general duty of the Dismissal Review Committee is to hold a hearing to allow the affected professor an opportunity to present his or her case to a committee appointed in part by the administration, faculty, and student body. The specific responsibilities of the committee will be to:

- Review the case of the proposed dismissal;
- Attend the committee meetings;
- Hear testimony from all interested parties, including but not limited to other

professors and students, and to review any evidence offered by same; and

- To arrive at its recommendation in conference on the basis of the hearing and other reviewed documents. As soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing, the committee will present its written recommendation(s) to the President, the affected professor, and the Board of Trustees.

Failure of the Dismissal Review Committee to make written recommendation(s) regarding dismissal within the prescribed timeframe set forth will be deemed a recommendation neither for nor against dismissal. The Board of Trustees may proceed with the dismissal or continue the appointment of the professor at its discretion.

Step 5 – Final Decision by the Board of Trustees: The Board of Trustees will consider the following:

- The recommendation of the President.
- The recommendation of the Dismissal Review Committee.
- The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
- The Board may hold such other proceedings as it deems advisable.

The final decision to dismiss or not to dismiss will rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the President, the Dismissal Review Committee, and such other information as they deem appropriate. The President's recommendation(s) and the Dismissal Review Committee's recommendation(s) will be advisory only and in no respect binding in fact or law upon the Board of Trustees. The Board of Trustees will, within a reasonable time following the conclusion of its review, notify the charged professor in writing of its final decision.

11.3. Composition of the Dismissal Review Committee: The Dismissal Review Committee will be composed of 5 persons, 3 of whom will be Tenured Professors selected by a vote, conducted by the Federation, of the Tenured and Probationary Professors, 1 Administrative officer appointed by the President, and 1 full-time student chosen by the president of the Associated Student Body of the College. The administrator and 1 full-time faculty will co-chair the committee. The Dean or supervising administrator of the professor under dismissal review will not be a member of the Dismissal Review Committee. If a vacancy on the committee occurs, the same process for selection a replacement should be followed as applied in selection of the original members.

11.4. Effective Date of Dismissal: The effective date of dismissal for sufficient cause will be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees (e.g., immediate, end of the academic quarter, expiration of the individual employment contract, etc.).

11.5. Grievance: Dismissal decisions made pursuant to the procedures described in this article are not subject to grievance. The Federation does have the right to grieve the failure of

the College to follow the process outlined in this article through Step Four of Article 12.

11.6. Title IX:

- All investigation of alleged Title IX violations will comply with the process dictated by the U.S. Department of Education and supersede the normal disciplinary investigatory process outline in Article 11 of this agreement.
- Per current Department of Education policy, the investigatory process and findings of a Title IX complaint are not subject to grievance by the Federation.
- Findings of a Title IX investigation prompting dismissal will proceed to Article 11, Section 11.9 the establishment of a Dismissal Review Committee, at the accused faculty member's request.
- Faculty may have representation provided by the Federation during any Title IX investigation. Any waiving of this right to representation must be in writing, and signed by the faculty member, the College, and the Federation.

11.7. Appeal from the Board of Trustees' Decision: The professor will not have the right to grieve the final decision of the Board of Trustees. The professor, however, pursuant to RCW Chapter 34.05, as now are hereafter amended, will have the right to appeal the final decision of the Board of Trustees within 30 days after service of the decision. The filing of the appeal will not stay enforcement of the decision of the Board.

11.8. Hearing Officer Appointment: Upon receipt of a request for a hearing from an affected professor, the President will notify the Board of Trustees and request that the Board appoint an impartial hearing officer who will be an attorney in good standing with the Bar of the state of Washington and who will not be a professor of the state of Washington or any of its political subdivisions or a member of the Board of Trustees of any Community College in the state of Washington. It will be the role of the impartial hearing officer to conduct the hearing in Accordance with RCW Chapter 34.05.

11.9. Documents: Disciplinary documents and all material upon which discipline is based will be treated in accordance with Article 4.5, Personnel Files. The professor will have the right to Federation representation in any disciplinary proceeding, including investigatory interviews with the professor.

11.10. Suspension: Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected professor or others is threatened by his or her continuance. Any such suspension will be with pay.

11.11. Publicity: Except for such announcements as may be required covering the time of the hearing or similar matters, no public statements about the case will be made by the professor, Dismissal Review Committee, Administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

11.12. Termination of Employment (Adjunct and Associate Professors):

An Adjunct or Associate Professor may be terminated for cause prior to the end of the

term of the contract for a quarter in which they are employed. Adjunct and Associate Professors may also be temporarily suspended when the President believes such action is necessary to protect the interests of the College, safeguard college property or protect students' interests. Adjunct and Associate Professors will not be paid for work missed while under suspension unless reinstated later.

Adjunct and Associate Professors who will be suspended or terminated for sufficient cause while under contract will be notified in writing and will have the right to appeal. The appeal must be in writing and given to the President within 5 days after having been notified that they are to be terminated or suspended. All such appeals may be referred to an administrative hearing as a brief adjudicative proceeding as defined in RCW Chapter 34.05. The Executive Human Resources Officer is designated as the Hearing Officer for all appeals from part-time personnel. The Executive Human Resources Officer will make a recommendation to the President within 5 days after the hearing is concluded. The President will render the final decision. The suspension or termination will take effect after the hearing.

- 11.13. Timelines:** Failure to respond to the timeframes in this Article, by the professor, will constitute acceptance of the dismissal and waiver of any right to hearing.

ARTICLE 12. GRIEVANCE

A grievance is hereby defined as a complaint or claim against or a dispute, misunderstanding or controversy with the Employer by a professor or members of the Federation arising out of the interpretation or application of any alleged violation by the employer of the terms of this Agreement. An individual professor or group of professors will have the right to present grievances and to have those grievances addressed without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Federation has been given the opportunity to be present at such adjustment.

Professors who file a grievance are obligated to participate in both internal and external investigations used to resolve the grievance. Failure to participate in the grievance investigations or process will be considered as a withdrawal of the grievance.

12.1. Grievance Remittance:

12.1.1. In writing: The grievance will be presented in writing on a printed form developed by the Federation.

- Form will include the specific factual basis of the grievance, and
- The date the alleged violation took place, and
- The provision(s) of the agreement alleged to be violated, and
- The remedy sought.
- The grievance will be signed by the grievant(s).
- A Federation representative and the Dean or other direct supervisory person will acknowledge the receipt of the grievance by signing and dating the original grievance.

The signature of a Federation representative will not indicate that the Federation supports the grievance on either its substantive or procedural merits.

12.1.2. Time limits: With respect to this Article the following time limits are established. Any grievance not presented in writing as provided above within 30 days after the member knew or should have known of the facts on which the grievance is based will be waived for all purposes. In addition, if any other steps or actions provided for in this Article are not taken or appeals therein provided for not taken or filed or notice not given within the time limits therein specified, then the grievance will be deemed finally closed and settled on the basis of the Employers' last answer. If the Employer fails to meet a given time limit, then the grievance will be presumed to move to the next level.

Time limits may be extended by mutual agreement between the Federation and the Employer.

With respect to this Article, the term “day” will exclude those days which fall between the last contract day of the quarter and the first contract day of the next quarter, as defined in the Board adopted instructional quarter. For purposes of this Article, quarter will mean fall, winter, spring and summer.

12.2. Grievance Procedure: Grievances will be handled in the following manner:

12.2.1. Step One: The grievant must submit the grievance to the relevant Dean or other direct supervisory person in writing on a form developed by the federation.

The grievant will attempt to have his or her grievance handled in an informal manner: the grievant(s) will meet with the relevant Dean or other direct supervisory person to attempt to resolve the dispute in an informal manner. The meeting to resolve the grievance informally must be held within 14 days of receipt of the grievance. The relevant Dean or other direct supervisory person must respond in writing to the grievant and the Federation within 14 days following the informal meeting acknowledging the outcome of the informal meeting. This answer will include a statement indicating the date and time at which step one has closed.

12.2.2. Step Two: If the grievance is not completely adjusted at step one, the grievant will submit the unresolved grievance issue(s) of the original grievance to the Dean or other direct supervisory person within 14 days of receipt of the written response from step one. The Dean or other relevant supervisor will answer the grievance within 14 days thereafter and will concurrently send a copy of their answer to the grievant(s) and the Federation. This answer will include a statement indicating the date and time at which step two has closed.

12.2.3. Step Three: If no settlement is reached in step two, the written grievance and the outcome statements from step one and step two may be submitted to the Vice President or designated representative by the grievant(s) not more than 14 days after it is answered in step two. The Vice President or designated representative will hold a meeting within 30 days with the grievant(s) and a representative of the Federation to consider the grievance. After the meeting the Vice President or designated representative will send the answer to the grievant(s) and the Federation within 14 days days. Such answer will be deemed the position of the employer. This answer will include a statement indicating the date and time at which step three has closed.

12.2.4. Step Four: If no settlement is reached at step three, the Federation at its sole discretion, may file within 14 days a request for consideration of the grievance in whole or in part by written notice to the President. The President or their designated representative may hold a meeting with the Federation or answer the grievance in writing within 30 days of receipt of the request for consideration. Such answer will be deemed the position of the employer.

12.2.5. Optional Step Five: Alternative Dispute Resolution (ADR): The Federation and President or designee may mutually agree to submit the dispute to ADR. In the event a grievance is submitted to ADR, the timelines for submission to arbitration will be set aside, until the process is completed. ADR must be requested within 10 work days of receiving the Step Four response. Both parties will jointly agree upon an ADR facilitator. The costs of ADR will be borne equally by the parties. Sources of third party facilitators may include, but are not limited to, Public Employee Relations Commission (PERC) and Federal Mediation and Conciliation Service (FMCS).

12.2.6. Step Six: If no settlement is reached at Step Four or Five, the Federation may at its discretion, within 30 days after the date of the Step Four answer, request by written notice to the Public Employment Relations Commission (PERC) that the grievance be arbitrated in whole or in part, provided that the grievance presents an arbitral matter as herein defined.

12.3. Arbitration: Matters subject to Arbitration will be referred to the Public Employment Relations Commission (PERC) under its voluntary rules. Only grievances which involve an alleged violation by the employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided will be subject to arbitration.

12.3.1. Limitations: Jurisdiction of the arbitrator is limited to:

- Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and
- Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator. Such jurisdiction will not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or common law of the industry; and
- The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and
- The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and
- The rendition of a decision or award in writing which will include a statement of the issues, reasoning and grounds upon which such decision or award is based; and

- 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 those matters presented in the written briefs of the parties; and
 - The rendition of a decision or award within 30 days of the date of presentation of written briefs by the parties unless waived by the parties
- 12.3.2.** Either party may request that the arbitrator address and decide issues of procedural and substantive arbitration arising in connection with a grievance, prior to the grievance hearing at which the arbitrator addresses the merits of the grievance.
- 12.3.3.** An arbitrator will not have the authority to remand an issue back to the parties for negotiations as a part of any award.
- 12.3.4.** The fees and expenses of the arbitrator will be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed will be final and binding upon the Employer, the Federation, and the member(s) affected, consistent with the terms of this Agreement.
- 12.3.5.** Upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder will be vacated and/or corrected upon any of the following grounds:
- That the arbitrator exceeded their jurisdiction or authority under this Agreement and/or under the Submission Agreement;
 - That the arbitrator's decision or award is not supported by substantial evidence; and
 - That the arbitrator's decision or award is based upon an error of law.

ARTICLE 13. INTELLECTUAL PROPERTY

This section describes the College's policies and procedures for copyrightable educational materials and other intellectual properties. Its objectives are:

- To enable the College to foster free and creative expression and exchange of ideas and comment.
- To establish principles for the equitable distribution of any income derived from copyrightable material produced by faculty.
- To protect the College's assets.

Use of state resources for personal gain is prohibited, as provided by law.

- 13.1.** The general policy of the College is that ownership of all material objects and rights in the copyright will remain with the creator unless the work is a work made for hire in the terminology of copyright law.
- 13.2.** Institutional works are those intellectual properties created by professors in the course of and as a part of the specific duties of contractual employment. The ownership of institutional works will vest in the College and be copyrighted or patented, if at all, in its name. Personal efforts are any intellectual properties created by professors that are not institutional works. The ownership of personal efforts will vest in the professor and be copyrighted and patented, if at all, in his or her name.
- 13.3.** If, in some rare cases, the distinction between products created as institutional works and those created as personal efforts remains unclear, the College agrees to notify all professors who intend to create such products that it is advisable to enter into a copyright agreement. The ownership, copyright and/or patent of such products will vest in the person designated by written agreement between the parties entered into prior to completion of production. In the event there is no such written agreement entered into, the ownership will vest in the College.
- 13.4.** The College will not distribute audio or video recordings of professors, other than for purposes of promotion, without notification to the professor and the professor's opportunity to object in writing.

ARTICLE 14. LABOR MANAGEMENT COMMUNICATIONS COMMITTEE (LMCC)

Labor Management Communications Committee will be established to foster communication between the Federation and the College.

- 14.1.** Scope of Authority: The LMCC will be used for communications between the parties to share information and to address concerns. The LMCC's activities and discussions will not be subject to the grievance procedure nor will discussions in the LMCC constitute official notice on any bargainable subject. The LMCC will have no authority to conduct negotiations, except as specified in this agreement.
- 14.2.** Committee Composition: The Federation and the College may appoint up to six members each to serve on the committee determined annually.
- 14.3.** Meetings: The LMCC will meet at least once each quarter, with additional meetings as needed and agreed upon by both parties.

ARTICLE 15. SUSPENDED OPERATIONS

Emergency situations adversely affecting college operations, property, public safety or health, or the well-being of individuals may require suspended operations or closure of the College. Such situations include, but are not limited to: fire, natural disaster, infrastructural failure, or inclement weather.

In the event that the College is declared closed to faculty and students for up to and including 3 days in any quarter by the President due to an emergency situation, the instructional time lost will be made up, if necessary, in the professional judgment of the professor, to meet student needs. However, professors must make up any instructional time that is necessary to fulfill program content requirements, accreditation standard requirements, or program contractual obligations. Time loss due to emergency closure in excess of 3 days in any quarter may be made up at the discretion of the President. Time missed due to emergency closures will not be deducted from a professor's accumulated leave.

ARTICLE 16. SCOPE OF AGREEMENT

This Agreement constitutes the negotiated agreements between the Employer and the Federation and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which will be contrary to or inconsistent with its terms.

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement will add to or supersede any of its provisions.

Nothing contained herein will be construed to deny or restrict any rights and responsibilities a professor may have under the laws of the State of Washington and the United States or other applicable regulations.

No individual contract offered to a professor by the Employer will be inconsistent with the terms and conditions of this Agreement.

During the duration of this contract, the legislature of the State of Washington may enact or change existing laws which would affect wages, hours, or working conditions of professors. Should this occur, the Federation will be entitled to request the opening of negotiations on issues affected by the legislation, and the administration agrees to negotiate with the Federation over those issues.

Articles of this Agreement may be reopened upon mutual consent of the Federation and the Employer and as otherwise specified herein. Such negotiations referred to in this Section will be conducted consistent with the Revised Code of Washington.

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

16.2. Reopener: Reopener: 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 result of the exercise of that right and opportunity are set forth in this agreement.

16.2.1. Compensation: Issues of compensation may be reopened by either party in the event that funds for such purposes are increased or reduced by the legislature, the Governor of the State of Washington, or the State Board for Community and Technical Colleges.

16.2.2. Notification of Changes: In the event of changes in the Employer's policies and/or practices that are subject to mandatory bargaining, the Employer will notify the Federation of these changes, and the Federation may request

discussions about and/or negotiations on the impact of these changes on the professors' working conditions. Upon request, the Federation will identify for the employer any known impacts prior to discussion or bargaining. In the event the Federation does not request discussions and/or negotiations within 15 days, the employer may implement the changes without further discussions and/or negotiations. The timeframe for requesting an opportunity to discuss and/or filing a demand to bargain will begin after the Employer has provided written notice to the Federation. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Federation as soon as possible.

- 16.3. **Savings Clause:** It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law by court decision, the remainder of the Agreement will not be affected thereby and the parties will enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.
- 16.4. **Duration:** This Agreement will remain in full force and effect from July 1, 2021, through June 30, 2024.

Negotiations for a successor Agreement will commence on or after November 1, 2023, on the request of either party or earlier by mutual consent.

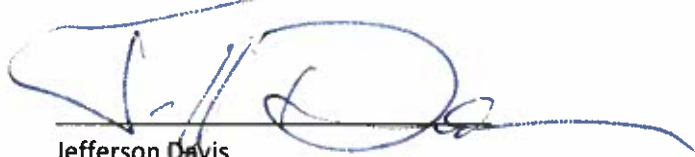
Signed this 10th day of May, 2022 at Olympia, Washington.

FOR THE FEDERATION



C. J. Dosch
President, Local #4603
American Federation of Teachers

FOR THE BOARD



Jefferson Davis
Chair, Board of Trustees
South Puget Sound Community College

APPENDIX A: FACULTY PAY SCALE
(Effective July 1, 2022 – June 30, 2023)

PROBATIONARY PROFESSOR BASE SALARY

\$61,799.00 annually

TENURED PROFESSOR BASE SALARY

\$65,989.00 annually

Tier 1 Faculty Stipends – as identified in Appendix A-1

\$6,400.00 annually

Tier 2 Faculty Stipends – as identified in Appendix A-1

\$5,000.00 annually

Tier 3 Faculty Stipends – as identified in Appendix A-1

\$3,200.00 annually

Nursing Faculty Stipend

6 week summer stipend of \$9,000

RETENTION AND PROGRESSION SALARY ENHANCEMENT

\$1500.00 added to salary in the 5th, 10th, and 15th year after tenure for Tier 1 and Tier 2 faculty as identified in Appendix A-1

\$1000.00 added to salary in the 5th, 10th, and 15th year after tenure for Tier 3 faculty as identified in Appendix A-1

ADJUNCT PROFESSOR SALARY

\$980.00 per credit

**Nursing Clinical premium is an additional 25% per credit*

ASSOCIATE PROFESSOR SALARY

\$1,001.00 per credit

**Nursing Clinical premium is an additional 25% per credit*

ADDITIONAL SERVICE-WORK RATE

\$935.00 per unit or hourly as below

FACULTY HOURLY RATE

\$46.75 per hour

TRAINING RATE

\$20.00 per hour

ADJUNCT TRAINING STIPEND (HR TRAININGS)

\$200.00 one-time stipend

INDEPENDENT STUDY/SPECIAL PROJECT/LOW ENROLLMENT RATE

\$62.00 per student per credit

CO-OP RATE

\$210.00 per student

PROFESSIONAL DEVELOPMENT FUND

\$3,000.00 maximum for each professor

\$61,799.00 budget per fiscal year

YEAR END AWARD

5% of operating budget close, not to exceed \$50,000 to be split among qualifying Tenured Professors

COLA's

July 1, 2021: Current Individual Tenured and Probationary Professor salaries will receive the greater of new base rate or current salary plus the 1.7% COLA.

Adjunct and Associate Professor salary bases are inclusive of the 1.7% COLA.

July 1, 2022: Add 4.743% to current Tenured and Probationary Professor salaries. Add 4.743% to Probationary and Tenure base rates, Adjunct salary, Associate salary, Independent Study/Special Projects/Low Enrollment rate, and CO-OP rate

Appendix A-1

Tier 1 Faculty

- Accounting
- Advanced Manufacturing
- Architecture/Engineering and Construction
- Automotive
- Baking & Pastry Arts
- Computer Information Systems (CIS)
- Culinary Arts
- Cyber Security and Network Administration
- Dental Assisting
- Medical Assisting
- Nursing
- Office Administration
- Paralegal
- Welding

Tier 2 Faculty

- Biology
- Business
- Chemistry
- Digital media (film)
- Math
- Physics

Tier 3 Faculty

- ABE/GED
- Anthropology
- Art
- ASL
- Communication Studies
- Counseling
- Criminal Justice
- Drama
- Early Childhood/Parent Education
- Economics
- English
- ESL/EFL
- History
- Library – Instructional
- Library – Technical
- Music
- Philosophy
- Political Science
- Psychology

- Sociology
- Spanish

APPENDIX B: COMMITTEES IN THIS AGREEMENT

Academic Calendar Committee: Article 5.3.8.

3 Professors, 3 Administrators

Probationary Review Committee: Article 5.6.3.

3 Professors, 1 Administrator, 1 Full-time Student

Teaching Excellence Community: Article 5.7.3.

Up to 4 Professors, 1 Administrator

Faculty Awards Committee: Article 5.11.4 and 7.1.

4 Professors, 2 Administrators

Faculty Professional Development Fund Committee: Article 7.3.2.

4 Professors

RIF Review Committee: Article 10.7.

3 Professors, 1 Administrator, 1 Student

Dismissal Review Committee: Article 11.11.

3 Professors, 1 Administrator, 1 Full-time Student

Labor Management Communications Committee: Article 14.

Safety and Health Committee Article 4.11

2 Professors

APPENDIX C: ANNUAL SERVICE UNIT VALUES

Service Unit Values indicated below apply for the 2021-2022 academic year. Service Units are based on time spent in various service activities and are estimated based on 1 Service Unit = 20 hours of annual service (including preparation, meeting time, and other work associated with service activities). Service Unit credit for activities not provided explicit values below may be submitted as part of a Professor's annual Service Work Plan with the approval of the Vice President for Instruction. In the event of disagreement over the Service Unit value of a proposed activity, the LMCC process (Article 14) will be used to determine the activity's value.

| SERVICE ACTIVITY | UNITS |
|---|--------------|
| Probationary Review Committee Member. | 1 |
| Program Advisory Committee Member (Professional and Technical Faculty) Includes recruitment of members, advisory committee meeting preparation, agenda setting, meeting facilitation, receiving feedback from advisory members, and implementing that feedback into program curriculum. | 0.5 |
| Other Committee Member (including Councils; Task-Forces; and planning, accreditation, governance, screening, and initiative bodies; as well as community-wide, system-wide, and state-wide committees to which SPSCC appoints representatives). Each committee will determine its Service Unit value to be approved by the VPI. | 0.5-4 |
| Council or Committee Chair or Leadership in college or program initiatives. Service Units (in addition to Committee Membership) as approved by the VPI. | 0.5-2 |
| Club Advisor. Service units decided in consultation w/ Dean for Student Engagement and approved by the VPI. | 0.5-3 |
| College-Wide Initiatives and Communities of Practice (i.e. training provided to support College-Wide Initiatives). Service Units as approved by the VPI. | 0.5-4 |
| Mentoring. Each additional 20 mentees beyond a standard load of 60 is .5 additional service units (i.e. 61-80=.5, 81-100=1) | 0.5 |
| College promotions, information sessions, recruitment, academic or professional technical program outreach. Service Units as approved by the appropriate VP. | 0.5-1 |
| Tutoring or assisting in college learning centers. Service Units as approved by the VPI. | 0.5-3 |
| Other Service Activity (as proposed by the initiating Professor in consultation with their Dean and approved by the VPI). If consensus on the Service Unit value is not reached, the LMCC process will be used to determine the activity's value. | 0.5-5 |

Summary of Agreement

South Puget Sound Federation of Teachers Local Number 4603, AFT/AFL-CIO
July 1, 2021-June 30, 2024

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| Term | Agreement |
| Base compensation | Appendix A Faculty Pay Scale |
| Overtime pay | N/A |
| Compensatory time | N/A |
| Other compensation | Article 9 , Appendix A |
| Paid leave | Article 8 |
| Cash out | Article 8 |
| Temporary layoff | N/A |
| Impasse procedures | N/A |
| Health care | Article 7 |
| Bargaining units covered | Article 1 , Article 2 |
| Supplemental agreements | N/A |
| Provisions to allow reopening | Article 16 |

Summary of agreement in accordance with RCW 43.88.583