



RENTON
TECHNICAL
COLLEGE

and



Renton Federation of Teachers
Local 3914, AFT Washington/AFL-CIO

July 1, 2015 - June 30, 2018

CONTRACT

TABLE OF CONTENTS

TABLE OF CONTENTS.....II

PREAMBLE 1

ARTICLE 1 RECOGNITION..... 1

 SECTION 1 EXCLUSIVE RECOGNITION..... 1

 SECTION 2 EXCLUSIONS 1

ARTICLE 2 DEFINITIONS..... 1

ARTICLE 3 TERMS AND CONDITIONS OF CONTRACT 2

 SECTION 1 LENGTH OF CONTRACT 2

 SECTION 2 REOPENING THE CONTRACT..... 2

 SECTION 3 RENEWAL OF CONTRACT..... 2

 SECTION 4 CONFORMITY TO LAW 2

 SECTION 5 DISTRIBUTION OF CONTRACT 2

 SECTION 6 LABOR-MANAGEMENT COMMITTEE 3

 SECTION 7 POLICIES AND PROCEDURES..... 3

ARTICLE 4 EMPLOYER MANAGEMENT RIGHTS 3

 SECTION 1 AUTHORITY TO ACT 3

 SECTION 2 LIMITATION ON AUTHORITY TO ACT 4

ARTICLE 5 UNION RIGHTS..... 4

 SECTION 1 PAYROLL DEDUCTIONS AND REPRESENTATION FEE 4

 SECTION 2 OTHER DEDUCTIONS 4

 SECTION 3 USE OF COLLEGE FACILITIES BY THE UNION AND REPRESENTATIVES 5

 SECTION 4 BULLETIN BOARDS..... 5

 SECTION 5 MAILINGS 5

 SECTION 6 EXCHANGE OF INFORMATION..... 6

 SECTION 7 RELEASE TIME (UNION PRESIDENT OR DESIGNEE(S)) 6

ARTICLE 6 EMPLOYEE'S RIGHTS AND RESPONSIBILITIES 7

 SECTION 1 NON-DISCRIMINATION 7

 SECTION 2 AFFIRMATIVE ACTION 7

 SECTION 3 PERSONNEL RECORDS 7

 SECTION 4 CITIZENSHIP 7

 SECTION 5 ACADEMIC FREEDOM AND CONTROVERSIAL ISSUES..... 8

 SECTION 6 INTELLECTUAL PROPERTY 8

 SECTION 7 RIGHTS REGARDING DISCIPLINE AND DISMISSAL 9

 SECTION 8 PAYMENT 9

 SECTION 9 RESPONSIBILITIES OF EMPLOYEES..... 10

 SECTION 10 WORK DAY/WEEK 11

 SECTION 11 STAFF FACILITIES 13

 SECTION 12 USE OF PERSONAL VEHICLE 14

 SECTION 13 HOLD HARMLESS 14

 SECTION 14 INDIVIDUAL EMPLOYEE CONTRACTS 15

 SECTION 15 EMPLOYEE INVOLVEMENT 15

 SECTION 15 TENURE..... 15

 SECTION 16 SAFETY AND HEALTH 21

ARTICLE 7 LEAVES.....	22
SECTION 1 DEFINITION	22
SECTION 2 CONDITIONS.....	22
SECTION 3 SALARY DEDUCTIONS	22
SECTION 4 SICK LEAVE.....	23
SECTION 5 WORK RELATED ILLNESS OR INJURY LEAVE	24
SECTION 6 FAMILY AND MEDICAL LEAVE.....	25
SECTION 7 LEAVES FOR ILLNESS OF LONG DURATION.....	26
SECTION 8 BEREAVEMENT LEAVE	26
SECTION 9 EMERGENCY AND HARDSHIP LEAVE.....	26
SECTION 10 PERSONAL CONVENIENCE LEAVE	27
SECTION 11 MILITARY RESERVE/NATIONAL GUARD ACTIVE TRAINING DUTY	27
SECTION 12 CIVIL DUTY	28
SECTION 13 PROFESSIONAL EXPERIENCE LEAVE.....	28
SECTION 14 UNIFORMED SERVICE SHARED LEAVE POOL	28
SECTION 15 DOMESTIC VIOLENCE LEAVE	29
SECTION 16 FAITH OR CONSCIENCE HOLIDAYS	29
ARTICLE 8 PROFESSIONAL DEVELOPMENT AND EVALUATION.....	29
SECTION 1 PROFESSIONAL DEVELOPMENT.....	29
SECTION 2 EVALUATION - OVERVIEW	30
SECTION 3 CRITERIA FOR EVALUATION.....	30
SECTION 4 IMPLEMENTATION	30
SECTION 5 FACULTY EVALUATION OF IMMEDIATE SUPERVISOR.....	31
SECTION 6 DISPUTES.....	31
SECTION 7 PERFORMANCE IMPROVEMENT PLANS.....	31
ARTICLE 9 PROFESSIONAL TECHNICAL CERTIFICATION	31
ARTICLE 10 INSTRUCTION.....	32
SECTION 1 CLASSROOM MANAGEMENT.....	32
SECTION 2 GRADING PRACTICES.....	32
SECTION 3 INSTRUCTIONAL AIDES.....	32
SECTION 4 CLASS SIZE	33
SECTION 5 STUDENT TESTING	33
ARTICLE 11 ASSIGNMENTS AND REASSIGNMENTS	33
SECTION 1 ASSIGNMENTS	33
SECTION 2 REASSIGNMENTS.....	33
SECTION 3 COMPENSATION FOR CANCELED CLASSES.....	33
ARTICLE 12 GRIEVANCE PROCEDURES.....	33
SECTION 1 PURPOSE	33
SECTION 2 GENERAL PROVISIONS.....	34
SECTION 3 GRIEVANCE STEPS	36
ARTICLE 13 PROFESSIONAL COMPENSATION	39
SECTION 1 BASIC SALARIES (FULL-TIME EMPLOYEES).....	39
SECTION 2 ADJUNCT EMPLOYEES	41
SECTION 3 BASIC SALARIES - ADJUNCT EMPLOYEES.....	41
SECTION 4 HEALTH AND WELFARE BENEFITS	42
SECTION 5 EARLY RETIREMENT NOTIFICATION	43

SECTION 6	COMPENSATION IMPROVEMENT.....	43
ARTICLE 14	REDUCTION IN WORK FORCE.....	43
SECTION 1	REDUCTION IN WORK FORCE DEFINED	43
SECTION 2	NOTIFICATION	44
SECTION 3	PROCEDURE	44
SECTION 4	RIGHT TO APPEAL.....	44
SECTION 5	SUFFICIENT CAUSE.....	44
SECTION 6	IMPLEMENTATION	44
SECTION 7	RETURN FROM LAY-OFF.....	45
ARTICLE 15	NO STRIKE PLEDGE.....	45
ARTICLE 16	MAINTENANCE OF STANDARDS.....	45
ARTICLE 17	CONCLUSION	46
APPENDIX A	.....	47
SECTION 1	.....	47
SECTION 2	.....	48
SECTION 3	.....	49
APPENDIX B	INSTRUCTIONAL CALENDAR 2016-17.....	50
APPENDIX C	RENTON TECHNICAL COLLEGE INCENTIVE PROGRAM.....	51
APPENDIX D	LIST OF PROGRAMS	53
APPENDIX E	DISMISSAL.....	54
SECTION 1	EMPLOYEE CATEGORIES COVERED	54
SECTION 2	SUFFICIENT CAUSE FOR DISMISSAL OF AN EMPLOYEE.....	54
SECTION 3	COMPOSITION OF THE DISMISSAL REVIEW COMMITTEE	54
SECTION 4	PRELIMINARY PROCEEDINGS.....	55
SECTION 5	FORMAL PROCEDURES RELATING TO DISMISSAL OF AN EMPLOYEE	55
SECTION 6	PROCEDURAL RIGHTS	55
SECTION 7	CONDUCT OF FORMAL HEARING	56
SECTION 8	SUSPENSION.....	57
SECTION 9	PUBLICITY	58
SECTION 10	TIME LIMITS.....	58
MEMORANDUM OF UNDERSTANDING	.....	59
MEMORANDUM OF UNDERSTANDING	.....	61
MEMORANDUM OF UNDERSTANDING	.....	62
MEMORANDUM OF UNDERSTANDING	.....	63
SIGNATURE PAGE	.....	64

PREAMBLE

This collective bargaining contract constitutes an agreement by and between the Board of Trustees of Renton Technical College (hereinafter the "College") and the faculty employees represented by the Renton Federation of Teachers (hereinafter the "Union") and in accordance with Chapter 28B.50 and 28B.52 RCW.

ARTICLE 1

RECOGNITION

Section 1 Exclusive Recognition

The College recognizes the Union as the sole and exclusive bargaining representative of all full-time and adjunct faculty, regardless of teaching percentage, of the College.

Section 2 Exclusions

Excluded from the bargaining unit are the president, administrative officers, confidential, supervisory and non-supervisory educational employees, classified employees and non-credit teaching employees of the College program.

ARTICLE 2

DEFINITIONS

1. "Union" means Renton Federation of Teachers, Local 3914, AFT Washington/AFT/AFL-CIO.
2. "Board" means the Board of Trustees of the Renton Technical College.
3. "Employee(s)" shall mean any faculty employee(s) at Renton Technical College, excluding administrative, confidential and supervisory educational employees and non-supervisory educational employees employed in the College program and non-faculty employees. "Employee" is further defined as either "Full-time" or "Adjunct" as noted in ARTICLE 6, Sections 9. B. and C.
4. "Contract" means this contract between the Board and the Union.
5. "Day" means the scheduled work days of the employee (M-F).
6. "College" means the Renton Technical College.
7. "Employee Contract," "Individual Contract," "Employment Contract" means the individual contract signed between an individual employee and the College.
8. "Extra Days" means days assigned for work in excess of the number of days negotiated for the basic instructor contract.
9. "Faculty Member" means any certificated employee of the College hired to either teach or provide counseling services or professional librarianship. (Also known as, "employee").
10. "PERC" is the Public Employment Relations Commission.
11. "College President" shall mean the chief administrative officer of the College or his/her designee.
12. "Union President" shall mean the president of the Renton Federation of Teachers, Local 3914 or his/her designee.

ARTICLE 2 (continued)

13. "Program" refers to a full-time preparatory program and instructional professional service as listed in Appendix D.
14. "Skill Standards" means the *Skill Standards for Professional-Technical College Instructors and Customized Trainers*, (Olympia, WA: Washington State Board for Community and Technical Colleges, 2000) as it now exists or is hereafter revised.
15. "Domestic Partner" shall be defined by the Washington State Health Care Authority of the Public Employees Benefits Board as it now exists or is hereafter revised.

ARTICLE 3

TERMS AND CONDITIONS OF CONTRACT

Section 1 Length of Contract

This contract and the provisions contained therein shall remain in effect from the date of ratification by the Union and the College until June 30, 2018, unless provided for otherwise in the contract and constitute the entire agreement between the parties, concluding collective bargaining for its term.

Section 2 Reopening the Contract

- A. Both parties agree to review this contract annually. Specific section(s) of this contract may be reopened during its effective term by mutual consent.
- B. All contract modifications will be in conformance with the state legislative actions and the attending WACs and if found not in conformance by government regulatory agencies or a court of law the provisions in question shall be deemed invalid and proper modifications and necessary adjustments shall be made to bring the College into conformance. Also, collective bargaining may be initiated at the request of either party to reflect the adjustments that have been necessary to bring the College into compliance with the law.
- C. If during the duration of this contract, the state legislature and the State Board for Community and Technical Colleges authorize the use of local funds for compensation improvement, the College agrees to reopen Article 12, Professional Compensation within thirty (30) days of such authorization.

Section 3 Renewal of Contract

For purposes of renewing this contract upon its termination, the Union will submit to the College its proposals for a successor contract, in a timely manner.

Section 4 Conformity to Law

This contract shall be governed and construed according to the constitution and laws of the United States and the State of Washington. If any provisions of the contract shall be found contrary to the law, such provisions or their application shall have effect only to the extent permitted by law and all other provisions or application of this contract shall continue in full force.

Section 5 Distribution of Contract

The College will provide an electronic link with the following information to all new employees within ten days of employment:

1. The current RTF contract.

ARTICLE 3, Section 5 (continued)

2. A one-page information sheet with information about the RTC, prepared by the Union and approved by the administration.
3. A dues deduction form, prepared by the Union and approved by the Administration.

The College will also provide an electronic link of newly ratified contracts to all employees within ten days after the contract has been signed.

Section 6 Labor-Management Committee

The College and the Union support the goal of a constructive and cooperative relationship. To promote and foster such a relationship and ongoing communication, the College and the Union agree to establish a joint Labor-Management Committee.

- A. Purpose. The purpose of the Labor-Management Committee will be to review administration of the contract, changes to applicable law, legislative updates, resolve workplace concerns and/or organizational change. The committee is not to be used as a substitute for the existing grievance procedure and shall not be used to renegotiate provisions of this Agreement.

The committee will not discuss concerns which have not been addressed through established lines of authority. Such matters will be referred to the proper administrator or governance council for action.

- B. Membership. The Labor-Management Committee will consist of three union representatives appointed by the union and three management representatives appointed by management. The committee may invite other members of the campus community to participate as needed.
- C. Meetings. The Labor-Management Committee will meet once each quarter or as needed. The committee will elect a chair at its fall quarter meeting. Agenda items will be submitted to the Committee chair.
- D. Communication. Written documentation of the Labor-Management Committee meetings shall include identification of each topic that is discussed and any decisions or recommendations that were made regarding them. Contents of this written documentation will be approved by the committee membership and shared with union membership and management as appropriate.

Section 7 Policies and Procedures

Policies and procedures that are established that have instructional impact or impact the College as a whole will be provided to the Union for its information, or to satisfy a collective bargaining obligation (not approval), ten (10) days prior to implementation. EXCEPTIONS to this provision would be emergency situations which require immediate procedural action as well as legally mandated procedural action.

ARTICLE 4

EMPLOYER MANAGEMENT RIGHTS

Section 1 Authority to Act

The Union recognizes that the Board and College President and their designees reserve and retain all powers, full rights, authority and discretion to direct, supervise and manage the programs and employees of the College and to discharge their duties, responsibilities and requirements conferred upon and vested in them by law.

ARTICLE 4 (continued)

Section 2 Limitation on Authority to Act

The exercise of the legally authorized rights, authorities, duties and responsibilities of the Board and the College President and their designees and the adoption of policies under relevant or applicable statutes shall be limited only by specific and expressed terms of this contract.

ARTICLE 5

UNION RIGHTS

Section 1 Payroll Deductions and Representation Fee

A. Union Membership Deductions

Upon receipt of an employee Automatic Payroll Authorization form from an employee, the College will make the appropriate payroll deductions as certified by the president of the Union and transmit the monthly dues to the Union. Any change in the rate of membership dues/representation fee will require at least thirty (30) calendar days written notice to Payroll.

B. Representation Fee Deduction

In the event that any employee fails to sign and deliver an Automatic Payroll Authorization form during the first thirty (30) days of employment, the College agrees to deduct from the salary of such employee a representation fee and transmit it to the Union in the same fashion as membership deductions. The representation fee will not exceed the amount equal to the membership dues.

C. Religious Exemption

An employee who asserts a right of non-association based on bona-fide religious tenets or teachings of the church or religious body of which such employee is a member shall pay to a nonreligious charity an amount of money equivalent to the required dues. The charity shall be agreed upon by the employee and the Union. The employee shall furnish written proof that such payments have been made. If the employee and the Union do not reach agreement on such matter, the Public Employee Relations Commission shall designate the charitable organization as provided in RCW 28B.52.045.

Section 2 Other Deductions

A. The College shall continue the current plans, which includes plans offered by the Health Care Authority, payroll savings for approved credit unions, or the Washington State Combined Fund and make the state's deferred compensation programs available to employees for the purchase of tax-sheltered annuities. The College will provide application forms to participate, deduct the amount from the employee's salary, and make appropriate remittance for the tax-sheltered annuity purchased.

B. The College shall, upon receipt of written authorization from an employee, deduct from the employee's salary and make appropriate remittance for Committee on Political Education (COPE) fund contributions.

ARTICLE 5 (continued)

Section 3 Use of College Facilities by the Union and Representatives

The College agrees that the Union may place filing cabinets and a computer desk in the College staff lounge.

The College agrees to allow the Union and its representatives use of and access to the College buildings and/or employees (without rent or other fiscal obligations in terms of building use) subject to the following conditions:

- A. Such building use does not include the free use of equipment and supplies, or abnormal custodial costs.
- B. Such use or access does not interfere with previously scheduled staff activities or other assigned duties of employees.
- C. Union activities or representatives' access and employee contact do not interfere with the College, building, or classroom educational program.
- D. Building use for meetings is properly scheduled with the appropriate supervisory personnel.
- E. Union Executive Board, committee, or membership meetings will not be held during employee's contracted work hours.
- F. Union representative(s) contacting employees identify themselves to Human Resources or the President's office upon arrival.
- G. The College President or designee may approve the granting of a special deviation from any or a combination of any of the above conditions.

Section 4 Bulletin Boards

The Union shall have the exclusive right to post notices of activities and matters of Union concern on designated areas of bulletin boards to be provided in the staff lounge. Copies of all materials posted shall be sent to the President of the College. The Union further agrees that every attempt will be made by the Union and representatives to assure that such materials posted will be responsible, professional and reflect general standards of good taste.

Section 5 Mailings

The Union shall have the right to use the College's employee mailboxes, physical or electronic, for the distribution of its communications.

Copies of any Union mailing using the College employee mailboxes shall first be sent to the President of the College. The Union agrees to make every attempt to assure that Union communication materials that are placed in employee mailboxes will be responsible and will reflect general standards of good taste. If the President of the College has a serious question as to the responsibility and general standards of good taste of such mailings as submitted, he/she will endeavor to mutually resolve such questions. Pending resolution the mailing in question will be returned to the Union by the College.

ARTICLE 5 (continued)

Section 6 Exchange of Information

- A. The College will furnish to the Union, upon request, any and all information it normally prepares regarding the College's operation(s) and which is established as necessary for the Union in carrying out its responsibilities. Such information shall be delivered as expeditiously as possible.

The College agrees to furnish the Union with information which may be necessary for the Union to process grievance(s) on behalf of employee(s).

- B. The College shall provide the Union, upon reasonable request, the normally prepared monthly updated list of employees employed the previous month, their assignments, rate of pay, and number of days contracted.
- C. There shall be distributed, in a timely manner, to the Union copies of the Board agenda that will include approved minutes and other appropriate data prior to each meeting of the Board.
- D. A Union representative shall have the opportunity to attend all open meetings. The Union shall be allowed to enter any items on any agenda consistent with the procedures of the Board and shall be allowed to speak on any question on any agenda.

Section 7 Release Time (Union President or Designee(s))

Release time will be available in accordance with the following provisions:

- A. Time to handle grievances should a situation develop during class time which needs immediate attention will be granted when properly requested and appropriate class coverage can be arranged by the employee(s) involved.
- B. In recognition of the need for the Union President and/or the Vice President of the local to have time during the regular business hours to perform duties associated with these offices, the College shall consider the following leave options to be granted to the Union President and/or the Vice President: up to one-half (½) day per week, or three (3) hours per week, or a total for the Union President and the Vice President of eighteen (18) days per school year, to attend to these duties. The granting of one of the options by the College will be based on its determination that the Union President's work schedule can be adjusted and that adequate provisions can be made to ensure the continuation of quality instruction.

The Union agrees to reimburse the College at a rate equal to the prorated portion of the actual salary of the Union President.

- C. If the Union President or designee(s) have a specific official written request from a Washington state legislative committee and/or a governmental agency to give information to a committee meeting of the legislature, they will be granted release time or one (1) day only. The request for such release time will be submitted to Human Resources for approval and will include a copy of the official written request from the legislative committee or governmental agency. In the event the scheduled committee meeting or hearing, which is involved in the request, is postponed or extended, upon written request, an additional day(s) release time may be approved.
- D. Renton Technical College allotted official delegates will be released to attend the AFT National Convention/Conferences without loss of pay. The College will grant up to a maximum of ten (10) days or eighty (80) hours of release time to attend this convention or training session. For such release time, where a substitute is provided, the Union will reimburse the College for the substitute pay. No travel reimbursement will be provided for employees involved in travel on Union business.

ARTICLE 6

EMPLOYEE'S RIGHTS AND RESPONSIBILITIES

Section 1 Non-Discrimination

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination by the College or the Union with respect to the employment of any person because of such person's age; gender; gender identity; marital status; race; creed; color; national origin; religion; sexual orientation; ARTICLE 6, Section 2 (continued)

genetic information; pregnancy; domicile; political affiliation, activity or lack thereof; honorably discharged veteran or military status; or the presence or perception of presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Section 2 Affirmative Action

The Union and College recognize the requirements of the Civil Rights Act of 1964 and the College has an Affirmative Action program which meets those requirements. The College and Union mutually agree to support the Affirmative Action program.

Section 3 Personnel Records

Official Personnel File Only one (1) official personnel file for each employee or former employee shall be maintained by the College, and that file shall be located in Human Resources. The official personnel file shall contain relevant information including but not limited to original employee application, transcripts, letters of recommendation, recognition, and discipline, and official evaluation reports.

Faculty members shall have the right to review material in their official personnel file in the presence of a member of Human Resources during regular business hours, except for materials that were obtained upon initial employment through assurances of confidentiality to a third party.

Upon request, copies of any document in the official personnel file shall be provided to the employee. The College may assess a reasonable charge for this service.

Any written communication either critical or commendatory shall be shared with the employee prior to inclusion in the official personnel file. The employee shall be given the opportunity to sign or initial the document acknowledging its entry. The employee shall have the right to respond to any written communication which is to be included in the employee's official personnel file.

A separate file for processed grievance(s) shall be kept apart from the employee's official personnel file. No reports on grievance(s) shall be added to the employee's official personnel file.

Working Files Working personnel files will be prepared and maintained by the appropriate supervisor under whom the individual is currently assigned. These files are considered confidential and are only open to the employee and their supervisor(s).

Section 4 Citizenship

The exercise of rights consistent with the Statutes and the Constitution of the State of Washington and the Constitution of the United States, shall not be grounds for disciplining or discriminating against employees.

It is appropriate for employees to exercise full political rights and responsibilities outside contracted hours. Such rights include, but are not limited to, voting, discussing political issues, campaigning for candidates, and running for public office. Employees seeking election to, or having been elected or appointed to public office shall receive, upon request, a leave of absence with full rights to reinstatement.

ARTICLE 6 (continued)

Section 5 Academic Freedom and Controversial Issues

Instructors shall be free to present instructional materials which are pertinent to the subject they teach, within the outlines or approved appropriate course content and within the instructional program.

Instructors shall be free to express their personal opinions on all matters relevant to the course content and appropriate to the subject and levels taught provided that when this personal opinion is stated the class is so informed. The presentation and discussion of controversial issues should be on an informative basis and the students should have the opportunity to find, collect, and assemble materials on the subject; to interpret the data without prejudice; to reconsider assumptions and to reach their own conclusions. The right to teach controversial issues carries with it the responsibility to explore the various sides and aspects of an issue utilizing suitable materials that are available. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety.

Section 6 Intellectual Property

The College and the Union have a mutual interest in fostering and encouraging instructional creativity. In light of this mutual interest, it is important to recognize faculty ownership of their independent ideas and works. Works that are eligible for copyright include but are not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, and tests), fictional and non-fictional narratives, analyses, works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreographic works and pictorial or graphic works fixed in any tangible medium or expression. Copyright rights include all the rights recognized under Section 106 of the Copyright Act of 1976, as amended.

- A. The ownership of any materials, processes, inventions or other works developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be copyrighted or patented, if at all, in his/her name. The copyrights to works created by a faculty member as independent efforts shall be owned by him or her, even if those works are created voluntarily in connection with courses taught or other duties related to the faculty member's job duties. Independent efforts shall mean that the ideas for the work came from the faculty member and that the work was not made with additional support from the college beyond that normally provided in the performance of the member's assigned duties. Faculty may grant the College a non-exclusive license to use the works they own in a manner prescribed by the copyright owner. Works created by faculty do not necessarily reflect the views or opinions of the College.
- B. Works, materials, processes, inventions or other works that are specifically commissioned and paid for by the College, or at the College expense, are works for hire and fall under the 1976 Copyright Act shall vest in the college and be copyrighted or patented, if at all, in its name. The copyright to such works shall be owned by the College. The College may assign or license works for which it owns the copyright without the permission or consent of the hired creator of the work.
- C. When materials, processes, inventions or other works are produced by a faculty member with College support, using significant personnel, time, facilities or other College resources, the ownership of the materials, processes, inventions or other works shall vest in (and may be copyrighted or patented, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event no written agreement is entered into, the ownership shall vest in the College.
- D. If a departing faculty member owns the copyright to a work that the College desires to continue using, the College shall pay the copyright owner the market-value price for obtaining the non-exclusive right of usage, or an otherwise mutually-agreed upon price.

ARTICLE 6 (continued)

Section 7 Rights Regarding Discipline and Dismissal

It is agreed that employees have the following rights relative to discipline:

- A. The right to know in advance the nature of any scheduled formal meeting or hearing involving discipline. Under emergency situations a written notice will be unnecessary.
- B. The right to have a witness and/or Union representative present at any disciplinary meeting or any meeting the employee reasonably believes will be disciplinary in nature. If the employee desires to have a witness and needs a delay in order to obtain one, the meeting may be delayed for up to five (5) days until said witness is available. The meeting may be rescheduled for a time within five (5) days by the administrator and it shall be the responsibility of the employee to have his/her witness present.
- C. The right to have any formal disciplinary charges made in writing.
- D. The right to have all documents and papers that will be referred to regarding any formal disciplinary charges made available to the employee, upon request, and prior to any official disciplinary hearing(s).
- E. The right to contest any evidence presented in an official disciplinary meeting.
- F. The right to utilize the contract grievance procedure in any disciplinary action, EXCEPT in cases of dismissal, non-renewal, and adverse effect.
- G. The right to have the College follow a course of progressive discipline from a verbal warning(s) on to more serious action up to and including dismissal. However, under special circumstances or where the situation is of an extreme nature demanding immediate action will be unnecessary.
- H. The right to not be dismissed or have contract status adversely affected EXCEPT for cause and dealt with in accordance with Appendix E of this contract and appropriate state statutory provisions covering such actions.

Section 8 Payment

- A. Each full-time employee shall have the right annually to choose one of the following payment methods, provided that the method is chosen upon signing of their annual contract or the signing of the initial contract upon hire, and further provided that, if no election is made, the method used the previous year will be used:
 - 1. Balloon Payment Semi-monthly payments, commencing as described in Article 6, Section 8. B below, equal to one twenty-fourth (1/24th) of the contracted salary. The final payment will be made on July 10th and will include payment of the balance of the contract.
 - 2. Equal Installments Equal semi-monthly payments, commencing as described in Article 6, Section 8.B, ending July 10th. Each check shall contain an equal portion of the contracted salary. This method could result in the gross semi-monthly payments fluctuating from year to year depending upon the number of payments required by the academic year calendar.
 - 3. Annual Contract Each non-instructional employee scheduled to work summer term may elect an annual contract which includes the summer term and the following academic year. Employees choosing this option will be paid in twenty-four (24) semi-monthly installments beginning July 25 and ending July 10. Each check shall contain one twenty-fourth (1/24) of the contracted salary.

ARTICLE 6, Section 8 (continued)

- B. Pay days will be on the 10th and the 25th of each month per RCW 42.16.010 and WAC 82-50-021. If the academic year calendar starts prior to September 16, the first pay date will be September 25. If the calendar starts on September 16 or later, the first pay date will be October 10.
- C. Adjunct employees will be paid for teaching and all related services, such as, but not limited to, preparation, grading, and record keeping in equal semi-monthly installments for the quarter. If the adjunct faculty assignment begins prior to the sixteenth (16) of the month, the first pay date will be on the twenty-fifth (25) of that month. If the assignment begins on the sixteenth (16) of the month or later, the first pay date will be the tenth (10) of the following month.
- D. Any regularly scheduled employee wishing to elect direct electronic payroll deposit may do so by notifying payroll and submitting appropriate paperwork.

Section 9 Responsibilities of Employees

Responsibilities related to instruction are:

- A. It shall be the responsibility of the instructor to follow the prescribed courses of study and to enforce the rules and regulations of the College, and the State Board for Community and Technical Colleges in maintaining and rendering the appropriate records and reports.
- B. Instructors shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their students, taking into due consideration individual differences among students and provided that all students shall receive instruction in such prescribed courses of study as are required by law and regulations.
- C. Instructors shall be responsible for the evaluation of each student's educational growth and development and for making periodic reports to the students and to the designated administration or administrator.
- D. Instructors are required to make due preparation daily for their duties, preparation to include attendance at instructors' meetings and such other professional work contributing to efficient College service as may be required by the supervisor, the College President, or the Board.
- E. Certification under the standards specified in WAC 131-16-070 through 131-16-094 is a condition of continued employment for all full time professional-technical and adjunct faculty that meet the criteria under WAC.
- F. Instructors shall maintain a record in the learning management system of scores earned for papers, projects, examinations, quizzes, and other assignments submitted by students in fulfillment of course or program requirements. The record shall be submitted to the supervising dean no later than five (5) business days following the end of the quarter.
- G. The College will provide training on state and federal regulatory requirements to all faculty. It is the responsibility of all faculty to stay current with all regulatory requirements related to their duties.

ARTICLE 6 (continued)

Section 10 Work Day/Week

A. Primary Instructional Functions

All employees shall use their day for the following Primary Instructional Functions:

1. Planning and preparing for their assignments.
2. Instructing students in an approved format that facilitates the student learning cycle. Some examples include: face-to-face, online, hybrid, web-based instruction or in a lab, co-op, internship or clinical setting.
3. Working with students.
4. Assessing and evaluating student progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.
5. Reporting their evaluations of student progress to the administration.
6. Assuming professional responsibilities for the education, health, safety, and welfare of students during the employee's work day.

B. Full-time Employees

1. Full-time classroom employees are annually contracted for one hundred eighty-four (184) days and assigned teaching duties, excluding summer quarter. Librarians and counselors generally receive a two hundred twelve (212) day annual contract, including summer quarter.
2. Full time contracted faculty work consists of activities that support both the primary instructional functions as noted in Section 9.A. above, and professional functions listed below, for a forty (40) hour work week (not including a regular, daily meal break). If assigned teaching duties, it is the instructor's responsibility to provide their assigned students instruction that meets the designated credit load and instructional hours. Professional duties are those that support the overall work of the college, division, department, course or program needs. It is understood the following functions may occur concurrently or result in overlap with the primary instructional functions:
 - Posted office hours (up to 5 hours per week)
 - Advising new and enrolled students
 - Participation in tenure, shared governance, college planning, all-staff, division, and program related meetings and committees; Attendance at major college events when scheduled.
 - Participation in college and program promotion and/or student recruitment and retention activities
 - Program and college budgetary and purchasing activities
 - Course, lab, shop, preparation, safety & maintenance activities
 - Develop, maintain and update course/program curriculum
 - Business, industry, and community networking that may include job development and placement
 - Research
 - Professional Development, Trainings & Workshops
 - Annual Program Planning

Additional time worked over and above that required is reflected in the salary schedule. Above activities may be performed after the eight (8) hour day or the forty (40) hour work week.

ARTICLE 6, Section 10 (continued)

3. If assigned duties other than instructing (counselor or librarian), the employee will work for forty (40) hours in performing the usual and customary professional responsibilities of the position. It is anticipated that the employee will reserve some time for preparation and other related duties. The College and the Union recognize that mutually planned activities such as career fairs extend beyond the normal work week. When such activities result in an extended work week, adjustment in the employee's work schedule may be mutually determined.
4. It is recognized that the library must be staffed during evenings and weekends. Library faculty will not be required to work split shifts and will receive two consecutive days off weekly; different arrangements must be mutually agreed to between faculty and supervisor.
5. Non-Instructional Days are those workdays for classroom staff in which work may be performed either on or off-site during days not scheduled for instruction, provided faculty are available to communicate with college staff and students as needed. In order to ensure effective operations of the College, management may convene meetings that faculty will be required in order to address College priorities. Work performed may include but not be limited to the following:
 - Faculty In-service*
 - All Campus and/or Strategic planning meetings*
 - Student Advising days* (one per quarter)
 - Professional Development as provided by RTC
 - Curriculum and Program Development
 - Prep, Planning, Grading, Student Records and Reporting
 - Meetings and workshops
 - Participation on committees (tenure, college council and shared governance, department and program related)
 - Participation in college and program promotion and/or student recruitment and retention activities
 - Course, lab, shop, preparation, safety and maintenance activities
 - Business, industry, community networking

* requires on campus attendance

C. Adjunct Employees

Adjunct employees are those who are not contracted as full-time employees, but perform the Primary Instructional Functions as listed under Section 9.A. Adjunct employees are required where at least one of the following conditions exists: (1) classes or programs which are scheduled for less than thirty (30) contact hours per week; (2) classes or programs which are scheduled fewer than one hundred sixty-five (165) contact days per year; (3) classes or programs which are considered to be unpredictable. Unpredictability results because the program is highly subject to labor market conditions, sufficient enrollment may not necessarily exist for the class to begin and to continue, or funding is insecure on a continuing basis. The College agrees to offer a full-time employment contract to those employees contracted to work at least thirty (30) contact hours per week for one hundred sixty-five (165) days per year and whose program is continued the following year. However, if condition three (3) above exists, the College will have the option to offer an employee currently on an adjunct agreement an adjunct agreement the following year(s) on an individual basis.

ARTICLE 6, Section 10 (continued)

1. Associate Faculty Status

- a. Adjunct employees who have been employed by the College for at least 1/3 of a full time load during nine (9) of the previous twelve (12) quarters (excluding summer quarter) shall be eligible for Associate Faculty Status. Eligible adjunct employees may submit a request by June 30 to be considered for Associate Faculty Status during the subsequent academic year. Approval of the request may be granted by the President or his or her designee. If approved, Associate Faculty Status would take effect at the start of fall quarter.
- b. Those adjunct employees with Associate Faculty Status will receive first scheduling consideration by course or academic specialty over other adjunct employees. The supervisor retains the right to make such assignments as deemed necessary and the College makes no promise or expectation of future employment or renewal of employment.
- c. This status shall be on-going unless the appropriate supervisor determines that the Associate Faculty is not meeting his/her professional responsibilities. Associate Faculty status may be reinstated with administrative approval, for periods of non-employment of not more than three (3) quarters, excluding summer quarter.
- d. Associate Faculty who apply for a full-time position for which they meet the minimum requirements will be granted an interview.

2. Multi-Quarter Contract Eligibility

Those adjunct employees with Associate Faculty Status will be considered for multi-quarter contracts as determined by the needs of the department for classes with stable class schedules and enrollments. A multi-quarter contract provides assurance of continued employment for the duration of the academic year, subject to the following limitations:

- Insufficient enrollment
- Insufficient funds
- Failure by the Associate Faculty member to comply with the laws, rules, and regulations of the State of Washington and/or the College;

The supervisor shall provide the Associate Faculty member with notice of multi-quarter contracts for the following academic year by August 31.

D. Clinical or Co-op Program Study

It is mutually agreed that the clinical or co-op experience is an advantage to the program participants and the College and that it creates new and additional work for the instructors. The administration will review each clinical or cooperative program with the aid of the instructor and advisory committee to ascertain if release time or additional compensation is appropriate. Upon request, the administration will inform the Union of which programs are actively engaged in cooperative education as reflected in the normal attendance reporting procedure.

Section 11 Staff Facilities

A. Each program employing full-time employees will have at least the following:

1. Space to store the prescribed instructional materials and supplies;
2. A work area for the preparation of instructional materials;
3. A serviceable desk or table, chair, and a four-drawer file cabinet.

ARTICLE 6, Section 11 (continued)

- B. The College will have available to employees:
1. Lounge and dining facilities with a refrigerator, chairs, tables, and microwave oven;
 2. Campus parking. The administration will maintain designated parking facilities for employees;
 3. Mailboxes in a central location where access is not hindered.
- C. The College accepts the responsibility and maintains the authority to determine and maintain fixtures, lights, plumbing, student and instructor work stations, and other facilities required or furnished employees for the performance of their assigned tasks. The employee shall utilize regular administrative channels in identifying and seeking adjustment to any deficient fixtures, lights, plumbing, student and instructor workstations, and other facilities.

Section 12 Use of Personal Vehicle

Employees have the option of using a Renton Technical College vehicle when traveling on College business.

Employees shall not be required to drive students to activities which take place away from the College. They may do so voluntarily only with the advance approval of their immediate supervisor.

The College will provide reimbursement for authorized and properly certified travel necessary to the performance of assigned duties. Claims for reimbursement will be prepared and submitted in accordance with current College procedures to the appropriate administrator.

Compensation for use of personal vehicles shall be at the maximum rate and in accordance with regulations established by the Office of Financial Management (OFM). Employees using their personal vehicle on College-related business must have bodily injury and property damage liability insurance.

Section 13 Hold Harmless

Whenever any claim or proceeding is filed against a College employee which the employee believes arises out of College employment, the College will defend and hold the employee harmless if the employee so requests in writing and cooperates fully with the state's defense and if the Board of Trustees or the Attorney General grants such a request, provided that the Board of Trustees determines that the employee was acting in good faith within the scope of his/her employment and is otherwise entitled to representation under Washington state law.

The College participates in the state of Washington self-insurance program.

Any case of assault upon an instructor shall be promptly reported by the appropriate administrator to the appropriate law enforcement agency, the College President, and the Union. The College will fully investigate the assault and take appropriate disciplinary action within its statutory power. The College will advise the instructor regarding procedures for pressing criminal and civil damages.

Any threat of assault that is reported to the College administration shall be investigated and appropriate action taken. The results of the investigation will be provided to the instructor filing the complaint.

An instructor may, at all times, use such force as is necessary to protect himself/herself, a fellow instructor or administrator, or a student from attack, physical and/or verbal abuse and/or injury.

ARTICLE 6 (continued)

Section 14 Individual Employee Contracts

- A. The College shall have a written contract with each employee and it shall be in conformity with the laws of this state and terms and conditions of this contract; and will include stipulated hours and/or days, rate of pay and other pertinent employment data. If collective bargaining has not been completed covering the period of the individual contract, a rider will be attached specifying that the individual contract will be adjusted in accordance with appropriate provisions of the Union-College contract.
- B. Full-time employees who are employed for the summer session will be given a one quarter contract which will be offered by May 15. The contract must be returned to the College by the date requested.

Section 15 Employee Involvement

- A. The College and the Union are in agreement regarding the importance of cooperation and involvement of all employees in supporting the program and overall goals of the College. The College is committed to the use of all resources including employee input in various aspects of the operations and planning and development of the College and its programs. Significant changes and new developments which will impact the College will be shared with employees.
- B. It is anticipated that instructors will appropriately participate in their respective program advisory committee. Instructors will receive the meeting notices and agendas which are sent to committee members. Adjunct faculty who are invited by the program dean will be compensated for their attendance at their normal rate of pay.

Section 15 Tenure

- A. Purpose
 - 1. Pursuant to law (RCW 28B.50.850 through RCW 28B.50.872), the following rules shall define a reasonable and orderly process for appointment of faculty members to tenure status.
 - 2. Notwithstanding any provision of this Section 15, the College and the Union accept the responsibilities related to the tenure process conveyed unto them by this Contract and the law and agree to fully comply with all provisions of RCW 28B.50.850 through 28B.50.872.

- B. Definitions
 - 1. Tenure shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause by due process.
 - 2. Probationary Faculty shall mean those full-time instructors, counselors, or librarians currently appointed to positions eligible for tenure.
 - 3. Probationary Period shall mean a period not to exceed nine (9) consecutive College quarters, excluding summer quarter and approved leaves of absence.

The period is one of professional development and evaluation between the tenure review committee and the probationary faculty member.

The review committee may, with the written consent of the probationary faculty member, formally recommend to the Board the extension of the probationary period.

ARTICLE 6, Section 15 (continued)

4. Tenure-eligible Position shall mean any full-time faculty position at the College which is funded under basic support, and not funded under the "special funds" outlined in RCW 28B.50.851; which is scheduled for one-hundred eighty-four (184) days per year or more; and which is scheduled for a minimum of six (6) contact hours and two (2) non-contact hours per day for an instructor, or which is scheduled for forty (40) hours per week for a counselor or librarian.
 5. Tenure Review Committee (TRC) shall mean a committee composed of the probationer's peers, a student representative, and an administrative staff person.
 6. Tenure Steering Committee (TSC) is a shared governance, campus-wide representative committee that oversees the consistent application of the tenure review process and monitors compliance with corresponding RCWs, WACs, and established policies and procedures of the College. The TSC does not evaluate probationers.
 7. Appointing Authority shall mean the Board of Trustees of Renton Technical College.
- C. Operational Guidelines for Tenure Review Committee
1. Each tenure review committee shall be composed of at least five (5) persons:
 - a. Three (3) tenured faculty members appointed by the Union.
 - b. One (1) full-time student appointed by the College President or designee.
 - c. One (1) administrator named by the College President or designee.
 2. Faculty Appointment to Tenure Committee
 - a. The Union shall assign faculty to tenure review committees from the pool of tenured faculty in consultation with administration to ensure that assignments maximize the mentoring benefit to the probationer.
 - i. No tenured faculty member shall be required to serve concurrently on more than two (2) tenure committees.
 - ii. Any faculty member serving as chair or recorder for two (2) or more tenure review committees in any fiscal year shall receive a stipend of \$450 per year for each committee after the first.
 - b. Any vacancy on a tenure review committee shall be filled in the same manner as the original appointment.
 3. Meetings
 - a. The review committee shall make reasonable effort to begin operating within six (6) weeks of the start of the probationary period.
 - b. Each tenure review committee shall elect a chairperson and a recorder at its initial meeting.
 - c. No less than three (3) meetings shall be held each probationary year.
 - d. The probationer may or may not attend a committee meeting as deemed appropriate by the committee chair.
 - e. Committee comments and recommendations shall be communicated both verbally and in writing to the probationer.

ARTICLE 6, Section 15 (continued)

- f. A majority vote of attending committee members is required for tenure recommendations. Minority recommendations may also be submitted.
 - g. All tenure review committee meetings shall be documented in a meeting summary with an identification of all members present.
4. Governance Credit for Tenure Review Committee
- a. In order to receive credit for serving on a TRC, the faculty member must attend at least two (2) tenure committee meetings and conduct at least two (2) observations of the probationer during each year served on the committee. The Governance Documentation Form must be submitted to the supervising dean or director to receive governance credit for serving on a TRC.
- D. Duties and Responsibilities of the Committee
- 1. The committee shall mentor and evaluate the probationer.
 - 2. The committee shall advise the probationer of professional strengths and of areas needing improvement and assist in the development of a Professional Development Plan.
 - 3. The committee should, if possible, commit to serve with the probationary faculty member until tenure is awarded or denied. Changes in the committee composition may be considered if both the Union and administration agree that it would be in the best interest of the probationer.
 - 4. The committee shall commit to respect confidentiality of the probationer except when necessary to seek assistance from the College or other faculty members.
 - 5. No later than the mid-point of the second (2nd), fifth (5th), and eighth (8th) consecutive probationary quarters, the committee shall submit a recommendation to the Board via the College President as to a) continuation of the probationary period, b) non-renewal of contract for the coming contractual period, or c) tenure. This recommendation shall be in the form of a *Comprehensive Annual Report*. The *Comprehensive Annual Report* shall include, but not be limited to:
 - a. A summary of the probationer's progress citing both the strengths and areas needing improvement.
 - b. Committee recommendation.
 - c. A copy of the Professional Development Plan for the probationary period.
 - d. Documentation of the process.
 - e. Meeting summaries.
 - f. Documentation of committee observations and committee evaluations.
 - 6. The committee shall meet with the probationer to discuss the report and to furnish the probationer with a copy. The probationary faculty member shall be required to acknowledge receipt of the tenure review committee's written recommendations by signing the *Comprehensive Annual Report*.

ARTICLE 6, Section 15 (continued)

7. The review committee may, with the written consent of the probationary faculty member, formally recommend to the Board, the extension of the probationary period. When approved, the extension shall be for one (1), two (2), or three (3) quarters, excluding summer, beyond the original probationary period. This recommendation should only be made when the review committee believes that the probationary faculty member needs additional time to satisfactorily complete a Professional Development Plan already in progress.
8. Should probation be extended, no later than the mid-point of the quarter preceding the last probationary quarter, the committee shall submit a recommendation to the Board via the College President as the award of tenure or non-renewal.

E. Duties and Responsibilities of the Chair

1. The committee shall elect a faculty member of the committee to serve as chair. Upon election, the chair shall organize the meetings at times and places convenient to the members.
2. The chair shall encourage the members of the committee to adopt a *code of cooperation* and a *code of confidentiality*.
3. The chair leads the committee in developing the probationer's goals and objectives for the year, in making committee assignments, and ensuring committee members carry out assignments.
4. The chair shall notify the student member and his or her instructor of the student's schedule and committee responsibilities.
5. The chair shall present to the Board the committee's recommendation regarding the award or non-award of tenure.

F. Duties and Responsibilities of the Recorder

1. Upon election, the recorder shall take and distribute minutes of each meeting.
2. The recorder shall complete the initial draft of the *Comprehensive Annual Report* for the committee to review.
3. The recorder shall complete the final draft of the *Comprehensive Annual Report* for the committee to submit to the College President.

G. Duties and Responsibilities of the Committee Members

1. Each member has the responsibility to actively participate in the activities and deliberations of the committee.
2. Each member has the responsibility to be available to meet with the probationer at mutually convenient times.

ARTICLE 6, Section 15 (continued)

H. Evaluation Criteria and Procedures

1. The tenure review committee shall utilize *Skill Standards*-based evaluation criteria including, where appropriate: instructional skill; classroom or lab management; professional preparation and scholarship; effort toward improvement when needed; handling student discipline and attendance; collegiality with all College staff and students; participation in activities supporting the College; interest in instructing, counseling, or professional librarianship; and knowledge of subject matter.
2. The tenure review committee shall communicate to the probationer the guidelines and procedures to be used.
3. Prior to the first tenure review committee meeting, the probationer should complete a self-assessment using the Faculty Assessment form. Copies of the assessment will be distributed to the members of the tenure review committee for discussion at the first committee meeting.
4. Complete copies of the probationer's quarterly student evaluation summary will be shared with the tenure committee.
5. To assist the committee in the discharge of its duties, input regarding the performance of the probationer may be solicited or voluntarily provided by the probationer's immediate supervisor.

Completion dates may be adjusted by the committee to expedite the committee's efforts. Completion date adjustments which may be made shall be communicated to the probationer.

Additionally, during each year of the tenure process, all probationary faculty will be evaluated by their immediate supervisor using the Faculty assessment form. The supervisor will share the content of the evaluation with the probationer's tenure committee prior to submitting it to the Vice President for Instruction. Once reviewed, the Vice President for Instruction will forward the completed assessment form to Human Resources for inclusion in the probationer's tenure report to the Board of Trustees. A copy will also be placed in the probationer's personnel file.

I. Recommendation of the College President

1. No later than the mid-points of the second (2nd), fifth (5th), and eighth (8th) consecutive probationary quarters, the College President shall submit a recommendation which may include input from the appropriate associate dean and vice president, to the Board as to the continuation of probationary status, award of tenure, or non-renewal.
2. Should probation be extended, no later than the mid-point of the quarter preceding the last probationary quarter, the College President shall submit a recommendation, as well as all other recommendations, to the Board as to award of tenure, or non-renewal.

J. Rights and Reasonable Expectations of the Probationer

1. A probationer shall have the right to petition for the removal of a member from the review committee. Petitions for the removal of a faculty member shall be made to the Union President or designee; for removal of a student or an administrator to the College President or designee. With any such petition, the person acting on it shall consult with the committee to seek its recommendation regarding the petition. Should the petition be granted, the resulting vacancy shall be filled in accordance with the provisions set forth in Article VI, Section 15.C.

ARTICLE 6, Section 15 (continued)

2. Observations by committee members may be either scheduled or unscheduled.
 3. Evaluation instruments and criteria will be available to the probationer.
 4. In the event of disagreement over an area of evaluation, the probationer may submit a written statement of these disagreements to the tenure review committee. At the request of the probationer such statements shall be included along with committee reports to the College President.
 5. The probationer shall commit to respect the confidentiality of the deliberations and the dignity of the committee members, notwithstanding the probationer's right to ask questions and seek advice from the College or other faculty members including those rights outlined in Article 6, Section 15.J.
- K. Action of the Appointing Authority
1. Upon receiving the recommendation of the tenure review committee and all other recommendations, the Board may meet with the College President, the chair of the committee, and other staff as they deem appropriate, to review the probationary record and recommendations submitted to it.
 2. The Board shall give reasonable consideration to the TRC recommendation and may consider other recommendations as to the award of tenure, continuation of probationary status, or non-renewal.
 3. Final decision regarding award or denial of tenure rests with the Board.
 4. Prior to the end of the eighth (8th) quarter of probation the Board may deny tenure and not renew a probationer's contract without giving a cause. Probationary faculty not recommended for tenure must be notified no later than one complete quarter before the expiration of the probationer's faculty appointment.
- L. Tenure Steering Committee
1. The TSC shall consist of four (4) full-time tenured faculty members and the Vice President of Instruction or designee. The faculty members will be appointed as needed by the RFT Executive Board prior to June 30 of each year to serve a three (3) year term beginning fall quarter of the following academic year. Mid-term vacancies will be appointed by the College or the president of the RFT Executive Board. Members of the TSC may resign voluntarily or be removed for cause.
 2. The Chair of the TSC will be elected in spring by the TSC members and will serve for a term of one (1) academic year. The term of service will commence with the beginning of the following fall quarter. Mid-term chair vacancies will be filled from the faculty representatives currently serving on the TSC to complete the remainder of the term.
 3. The TSC shall meet at least once per quarter and as determined by the Chair.
 4. The duties and responsibilities of the TSC shall be oversight of the tenure review process and include the following:
 - a. Develop and maintain the Tenure Process Guidebook.
 - b. Develop and maintain the Tenure website.
 - c. Orientation and training of members of the tenure review system as needed.

ARTICLE 6, Section 15 (continued)

- d. Hear appeals by probationers and tenure committee members regarding non-compliance with the tenure review process as set forth in the Tenure Process Guidebook and the RCWs with authority to make recommendations to the appropriate authority for resolution.
 - e. Provide assistance to probationers and tenure committee members who have questions regarding tenure laws, policies and procedures.
 - f. Communicate with tenure committees regarding deadlines for submission of annual reports, probationer portfolios and other documentation.
 - g. Maintain confidentiality except when necessary to seek assistance from College administration or the RFT Executive Board.
 - h. Suggest improvement for the future direction of the tenure process to the College Administration.
5. Members of the TSC will be excused from serving on individual tenure committees for the length of their term and will receive governance credit toward professional development for their service. The Governance Documentation Form for Tenure Committee Members will be used to document participation in the TSC and will be submitted at the conclusion of the faculty member's assignment.

M. Exclusion from the Grievance Procedure

The provisions of Article 6, Section 15, regarding tenure, shall be excluded from the grievance procedure. Nothing in this section shall be construed to prevent application of the definitions contained in Section 15 to other articles in this agreement.

Section 16 Safety and Health

- A. The College shall provide prescription safety glasses that meet OSHA/WISHA standards to full-time employees who teach in programs where safety glasses are required. The College will subcontract with a local optician for the purchase of safety glasses and will provide a voucher to each eligible employee not to exceed \$250 per employee every two years.
- B. The College shall provide annual testing and immunizations for faculty in Allied Health programs where it is required for maintaining compliance with clinical affiliation agreements. This testing will follow the Center for Disease Control (CDC) guidelines for healthcare providers.
- C. Criminal Background Check: The College may perform National Criminal Background checks for prospective employment of faculty as well as to comply with the requirements of some community partners used for clinical and cooperative education sites. It is the responsibility of the supervising dean to identify those faculty who have been assigned to visit community partners who require annual background checks. These background checks will be completed at the expense of the College. A copy of the background check results will be provided to the employee if there is a disqualifying conviction or event.

Any faculty required to undergo a background check who refuses to cooperate in the background check process or who refuses to submit the information necessary to complete the background check, including fingerprints when required, may be subject to dismissal procedures.

- 1. Confidentiality: The dissemination of the information contained in the background checks will be limited to those persons who have a documented need to know in the performance of their official duties. All state and federal laws will be followed regarding required notification of licensing and certifying bodies of listed convictions/events.

ARTICLE 6, Section 16 (continued)

2. Interpretation/Outcomes: The information in the background check will be interpreted by the faculty member's assigned supervisor. Events that may cause disqualification will vary by department or site, and may be out of the control of the College. The affected employee will be notified in writing, stating the specific record or records indicating non-compliance. If there is a disqualifying conviction/event that will prevent the faculty from attending their assigned clinical or cooperative education site, appropriate action will be taken by the College. This action may include reassignment of the current faculty to other duties or other clinical sites, or may lead to dismissal procedures.

3. Appeal of Findings: The affected employee will have the right to appeal the result of the background check. This appeal must be submitted in writing to Human Resources within 10 working days of receipt of written notification of non-compliance.

ARTICLE 7

LEAVES

Section 1 Definition

For the purpose of this contract, a leave shall be defined as an authorized interruption of duties or responsibilities. Leave terms shall apply to both full-time and adjunct faculty unless otherwise stated.

Section 2 Conditions

Leaves will be granted, PROVIDED that:

- A. Applications for leaves are appropriately presented.
- B. The employee has met all the eligibility requirements of the particular leave requested.
- C. The employee requests the leave in accordance with College policy, rules and regulations and the terms of the existing contract.
- D. Unless specifically provided for, time spent on leaves does not qualify for salary placement purposes, including career step.
- E. The College President or designee may determine a special need for leave and, therefore, authorize such a leave.

Section 3 Salary Deductions

- A. Employees using any of the authorized leaves without pay will have salary deductions made in accordance with the appropriate College policy and terms of this contract.
- B. In the case of employees who have exhausted leave benefits under the conditions of the applicable leave category and have not been allocated additional days by the College a full pro rata deduction will be made for all additional days taken.
- C. Employee's instructing under quarterly contracts during the summer may utilize any of their accumulated sick leave and/or emergency leave during the summer session.

ARTICLE 7 (continued)

Section 4 Sick Leave

Paid sick leave shall be allowed for absence due to personal illness, injury, emergency, bereavement, or to care for family members of the employee with a health condition that requires treatment or supervision.

Employees shall report each instance of absence on an approved time and leave form.

A. Accrual

Leave shall be accumulated and accrued in the following manner:

Full-time employees shall be granted twelve (12) days (96 hours) paid sick leave each year. Such leave shall be allocated on the first working day of the contracted year to employees beginning their first year of employment at the College. Should an employee's first working day begin after the first month of the contracted year, the allocation shall be pro-rated. Thereafter, employees shall be allocated one (1) day per calendar month to a maximum of twelve (12) days (96 hours) per year.

Adjunct employees will begin earning sick leave with the first (1st) day of employment. Sick leave will be accumulated after the first (1st) quarter of employment. Sick leave may be taken at any time beginning with the first (1st) day of the second (2nd) quarter of employment. Adjunct employees shall accrue sick leave based upon their individual employment contract(s). The amount accrued shall be prorated in proportion to the individual's quarterly teaching commitment, based on student contact hours, as related to the full-time contact hours for that quarter. Maximum accrual shall not exceed eight (8) hours per month.

Full-time employees of Renton Technical College who work additional adjunct contracts will not earn additional sick leave. Adjunct employees shall be allocated any such prorated leave at the end of each quarter worked.

B. Usage

Sick leave may be used for:

1. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
2. Care of family members as required by the Family Care Act (WAC 296-130).
3. Illness or preventative health care appointments of relatives, significant others and domestic partners when the presence of the employee is required.
4. Leave for Military Family Leave as required by RCW 49.77.
5. Leave for Domestic Violence Leave as required by RCW 49.76.
6. Qualifying absences for Family and Medical Leave.

ARTICLE 7, Section 4 (continued)

C. Loss of Accumulated Sick Leave & Sick Leave Reinstatement

Any employee who has not been in pay-status or have been separated from state service for five (5) years shall lose any accumulated sick leave.

Former College or State of Washington employees who are re-employed within five years of their separation from service will have their sick leave balance at the time of separation restored, upon successful petition. Employees must petition for reinstatement of the accrued sick leave balance within three months of returning to service. Failure to petition for reinstatement of sick leave will result in the loss of any accrued sick leave balance.

D. Transferability

Transfer in: Accumulated sick leave is transferable to the College from the following: any Washington state agency, education service district, school district, or other institution of higher education as defined by RCW 28B.10.016 upon termination from that state agency, district, or institution in accordance with RCW 28B.50.551.

The College will only accept any transferred-in leave once the College is the employee's sole employer for two (2) consecutive quarters. Renton Technical College is the sole employer when the employee is not employed by any other Washington state agency, district, or institution from which sick leave may be transferred.

Transfer out: The College will transfer out an accumulated sick leave balance as per the receiving agency's policies.

E. Attendance Incentive (Sick Leave Buy Back)

Employees may cash in unused sick days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) full accumulated sick leave days. Employees who qualify for the State's Sick Leave Buy Back program will be provided information to participate in the incentive, as appropriate to RCW.

F. Shared Leave Program

Employees may participate in the state's shared leave program in accordance with RCW 41.04.650 and College procedure. Under the provisions of this program, the College shall receive and process requests for leave sharing. Shared leave may be requested and shared to aid another employee who:

1. is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.
2. is a victim of domestic violence, sexual assault, or stalking,
3. has been called to service in the uniformed services, or,
4. is responding to a state of emergency anywhere within the United States declared by the federal or state government,

Section 5 Work Related Illness or Injury Leave

For accidents and injuries which occur to employees during working hours and/or while they are carrying out their responsibilities, the College agrees to maintain maximum allowable coverage under current provisions of workers' compensation legislation. The College further agrees to review each such accident case on an individual basis when loss of salary is involved. The College shall provide necessary information and forms to the employee who is filing a claim under Workers' Compensation Act.

ARTICLE 7 (continued)

Section 6 Family and Medical Leave

A. Family and Medical Leave

The College shall grant an unpaid leave of absence of up to twelve (12) work weeks during any twelve (12) month period for eligible employees for one or more of the following:

1. parental leave for the birth of a child or the placement of a child with the employee for adoption or for foster care;
2. to care for a spouse or domestic partner, son, daughter, or parent with a serious health condition;
3. for the employee's own serious health condition
4. for a qualifying exigency when the employee's spouse, child or parent is on active duty or on call to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. (Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, and attending post-deployment reintegration briefings. In addition, the College and the employee may agree that other events which arise out of the covered military member's active duty or call to active duty status qualify as an exigency, provided both agree to the timing and duration of the leave)

- B. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

During the single twelve (12) month period during which Military Caregiver Leave is taken, the employee may only take a combined total of twenty-six (26) workweeks of leave for Military Caregiver Leave and leave taken for other FMLA qualifying reasons.

The single twelve (12) month period to care for a covered service member or veteran begins on the first (1) day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

- C. A serious health condition is defined as a health condition that involves: (a) inpatient care in a hospital, hospice, or residential medical care facility, or (b) continuing treatment by a health care provider. The College will require certification from a health care provider stating the nature of the condition, the date on which the condition commenced and the probable duration of the condition and a statement that the employee cannot perform the essential functions of his/her job.

If the leave is to care for a family member, it must also include a statement from the health care provider that the employee is needed to care for the family member and an estimate of the time needed.

- D. Employees eligible for family and medical leave are those who have worked at least twelve (12) months for the State of Washington and at least 1,250 hours during the twelve (12) month period before the leave is requested.
- E. The college has the authority to designate absences that meet the criteria of FMLA. The use of any paid or unpaid leave for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Leave for a work-related injury, covered by workers' compensation benefits, will not run concurrently with FMLA.

ARTICLE 7, Section 6 (continued)

- F. If the necessity for leave is foreseeable, the employee shall provide not less than thirty (30) days' notice to the Human Resources Department, except in cases where treatment requires leave to begin in less than thirty (30) days. In this event the employee shall provide such notice as is practicable
- G. The College will maintain employer-paid health care coverage for the duration of the twelve (12) weeks for employees on leave who were eligible for health care coverage before the leave began. The employee will be required to pay his or her share of health insurance, life insurance and disability insurance or premiums. The College may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board. If an employee fails to return to work after the expiration of the family and medical leave, the College shall be allowed to charge the employee retroactively for the full premium cost of the health care coverage.

Section 7 Leaves for Illness of Long Duration

When the employee's sick leave is exhausted and the employee is unable to return to service because of personal illness (physical/emotional), or injury not covered by Industrial Insurance Laws of the State of Washington, the employee will be granted leave without pay. The employee, or his/her designee, shall within ten (10) days of the expiration of his/her accumulated sick leave contact the College President or designee to arrange a mutually agreeable period of leave, not to exceed the remainder of his/her current employee contract.

With the recommendation of the employee's physician, an additional one (1) year of leave will, upon request, be granted by the College President or designee for full time faculty.

Section 8 Bereavement Leave

Up to five (5) days, including travel time will be allowed as funeral bereavement leave for each occurrence of a death in the immediate family, which includes spouse or same-sex domestic partner, children, mother, father, sister, brother or the person(s) who the employee considers a parent(s).

- 1. Up to two (2) days bereavement leave will be allowed in the case of an in-law, grandparent, grandchild, or anyone who is living with, or is considered part of the family.
- 2. Bereavement leave shall not be deducted from the employee's accumulated sick leave.

Section 9 Emergency and Hardship Leave

- 1. Emergency-hardship leave requires notification to the supervisor. Leave shall be deducted from the employee's accumulated sick leave balance. Should the employee not have an accumulated balance, such leave shall be leave without pay.
- 2. Six (6) days emergency-hardship leave per year deductible from the employee's accumulated sick leave balance and will be available upon request to each employee without loss of pay if demonstrated need and qualifications are established.
- 3. Situations for which emergency-hardship leave are used must be an emergency-hardship situation of an unforeseen nature suddenly precipitated necessitating the employee's absence during the work day and must be of such a nature that pre-planning and rescheduling are not possible and could not eliminate the need for such leave during the employee's work day.

ARTICLE 7 (continued)

Section 10 Personal Convenience Leave

1. At the beginning of each school year all full-time faculty and adjunct faculty who have worked an average of two-thirds of a full time load in the previous academic year will be credited with three (3) days of personal convenience leave (24 hours and 18 hours respectively). Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.
2. Leave may be accumulated from one year to the next to partially or fully fund an approved Professional Development Leave.
3. A personal convenience leave day may be used at the discretion of the employee. Personal convenience leave should not be used to extend vacation periods or holidays during the employee's work year, or be the first or last day of the employee's work year or first or last day of the College's students' instructional year without the approval of the appropriate administrator. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program.
4. An employee planning to use a personal convenience leave day or days will normally notify his/her supervisor at least two (2) days in advance.

Section 11 Military Reserve/National Guard Active Training Duty

Employees will be granted twenty-one (21) days of paid leave in accordance with RCW 38.40.060, as currently enacted or hereafter amended, to report to active duty, when called, or to take part in active training duty in such manner and at such time as may be ordered to active duty or active training duty in the National Guard or the Army, Navy, Air Force, Marines, Coast Guard, or any other organized reserve or armed forces of the United States.

1. The employee shall notify the College at least five (5) days prior to the beginning date of the training duty leave. A copy of orders from the military, whenever received, shall be submitted to Human Resources for audit review.
2. For military leave thereafter, employees will be granted leave and reinstatement rights as provided by RCW 73.16, as currently enacted or hereby amended, and applicable federal law. Reinstatement does not apply to adjunct faculty.
3. A maximum of two (2) years educational experience will be granted year for year, to the nearest whole year, for active duty service in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service. The returnee must furnish a receipt of an honorable discharge, report of separation, certificate of satisfactory service, or other proof of having satisfactorily complete his/her service.

Any employee who interrupts his/her career shall receive up to two (2) steps movement on the salary schedule when he/she returns to employment.

ARTICLE 7 (continued)

Section 12 Civil Duty

1. Jury Duty An employee, who is away from his/her duties because of jury duty, shall be paid for such time lost at his/her normal rate of pay. An employee will be allowed to retain any compensation paid for jury duty service. The employee shall furnish the College President or designee with supporting documentation.

The employee shall report to work each day he/she (1) is not actually assigned to jury duty, or (2) is not requested to remain available for jury duty during the work day, or (3) is not assigned to jury duty after reporting but is released in sufficient time to allow her/him to report for the second half of that employee's work day.

2. Subpoena Leave An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary less any compensation received for his/her services, excluding transportation and per diem expenses in all cases including when the College subpoenas the employee.

Payment will not be made when the employee, the Union or fellow employee is the plaintiff or defendant in such action and such action is against the College. This exception shall not apply when the employee is named as defendant due to the performance of his/her duties.

The College President or designee may extend the definition and intent of civic duty leave on an individual basis, in consultation with the Union President.

Section 13 Professional Experience Leave

The College recognizes that appropriate professional experience in a variety of fields or other situations may contribute to the professional growth of an employee and that value can accrue to the College when an employee assumes teaching responsibilities in a foreign country or a substantially different cultural environment.

The College may, when it deems it appropriate, grant unpaid professional development leave for a period of up to two (2) years. Accrued and unused personal convenience leave may be used to fund or partially fund said leave.

Upon his/her return to the College, the employee shall be entitled to the position held before the leave or to a substantially equivalent position with at least equivalent compensation.

Section 14 Uniformed Service Shared Leave Pool

The Uniformed Service Shared Leave Pool (USSLP) was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service.

The pool was also created to allow general government and higher education employees to voluntarily donate their leave to be used by any eligible employee who has been called to service in the uniformed services. Employee participation is voluntary at all times and will be consistent with state law (RCW 41.04.685) and College Policy. The Military Department, in consultation with the Department of Personnel and the Office of Financial Management, is responsible for administering the USSLP.

ARTICLE 7 (continued)

Section 15 Domestic Violence Leave

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or

stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner, as defined by RCWs 26.60.020 and 26.60.030, parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

Requests for leave without pay will be submitted in writing to the Executive Director of Human Resources. The College will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

Section 16 Faith or Conscience Holidays

Pursuant to RCW 1.16.050, employees are entitled to up to two unpaid holidays per calendar year for reasons of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church or religious activity. Employees must provide at least two (2) days' notice and document their absence via an approved time and leave form.

Requests will be granted provided the employee's absence will not impose an undue hardship on the College as defined by WAC 82-56-020.

ARTICLE 8

PROFESSIONAL DEVELOPMENT AND EVALUATION

Section 1 Professional Development

- A. The College recognizes the need for faculty to remain current in their field. The College will make every effort to provide appropriate funding and release time so faculty may take part in professional development activities and agrees to support attendance at educational meetings, seminars, conferences, workshops, etc., as part of approved faculty professional development plans and as funds allow. Availability of funds to support professional development activities is not implied, nor guaranteed.
- B. The College agrees to reimburse the employee for tuition for approved teacher training courses offered by other institutions of higher education. Approval must be obtained from the Dean prior to enrolling in the course and reimbursement will be authorized only upon successful completion (grade of 2.0 or 'C', or 'P' for pass/fail course). If Renton Technical College offers the class and the employee elects to take it at another institution, the College will only reimburse up to the amount of the Renton Technical College class tuition. With the approval of the Vice President for Administration and Finance and their supervisor, instructors may enroll in any class offered by the College (subject to space availability) and the College agrees to waive tuition.
- C. The College recognizes the value of participation in professional organizations. The College agrees to pay for or reimburse full-time employees up to two hundred fifty dollars (\$250.00) annually for each membership in supervisor approved, program-related organizations. A membership that exceeds \$250.00 will require approval of the Vice President of Instruction or designee.

ARTICLE 8, Section 1 (continued)

- D. The College and Union recognize that the improvement of instructional programs and teaching methods take adequate time and concentrated effort. As part of the annual faculty employment agreement, an in-service day will be identified on the Calendar, Appendix B, for each school year and will involve a minimum of 7 hours of activity. Related in-service activities may also be held throughout the year.

Section 2 Evaluation - Overview

Evaluation criteria and procedures have been established for the express purpose of encouraging, achieving, improving, and maintaining excellence in the area of effective and purposeful classroom/laboratory instruction.

The effectiveness and quality of an institution's total education program depends upon the presence of a competent faculty. Further, it is the institution's obligation in consulting with faculty, to evaluate on a continuing basis, the performance of its faculty members and to provide for their development. The process of faculty evaluation shall include multiple indices for use by administration for the evaluation of faculty performance.

Section 3 Criteria for Evaluation

The criteria for evaluation of professional/technical faculty shall be the *Skill Standards*. All other faculty may use the Skill Standards or other standards as determined by the College.

Section 4 Implementation

- A. Faculty on full time appointments, except for probationary employees shall be evaluated:
1. Quarterly, by students enrolled in program(s) or classes for credit using the appropriate Student Evaluation form. This evaluation tool shall not apply to counselors or librarians;
 2. Annually, by self-evaluation;
 3. Annually, the dean, director or designee will conduct at least one (1) observation and write an observation report based on at least 30 minutes of observation time.
 4. At least every five (5) years, by the appropriate dean or vice president.
- B. All probationary employees shall be evaluated as described in Article 6, Section 15, H.5 (Tenure).
- C. All adjunct employees who instruct in program(s) or classes for credit shall be evaluated as follows:
1. Twice within the first four quarters of teaching, the appropriate dean, director or designee shall observe the employee's teaching for at least 30 minutes and discuss their observation report with the employee during the same quarter;
 2. Every two years, by self-evaluation and by the dean, director or designee. This bi-annual review will also include an observation for at least 30 minutes and subsequent observation report.;
 3. Quarterly, by students.

ARTICLE 8 (continued)

Section 5 Faculty Evaluation of Immediate Supervisor

For the purpose of professional development, the Vice President of Instruction may request employee performance feedback for their dean or director. This feedback shall be anonymous, if requested by the employee, and will be delivered to the dean or director in the spirit of performance improvement. Under no circumstances shall retaliation be permitted nor condoned as a result of employee feedback.

Section 6 Disputes

An employee and her/his supervisor shall make reasonable efforts to resolve any dispute that arises from implementation of the evaluation process. If not resolved, the employee may appeal to the Vice President for Instruction within twenty (20) working days following the date of the evaluation. Before making any decision, the Vice President of Instruction may consult with the Union and Human Resources to try to resolve the dispute. Employees, if they feel necessary, may add a rebuttal to the evaluation for placement in their personnel file.

Although the evaluation process itself may be grieved, contents contained in the evaluation itself, is not subject to the grievance process under Article 11.

Section 7 Performance Improvement Plans

Nothing in Article 8 shall be construed to prevent the College from initiating a performance improvement plan as deemed appropriate. In the event an employee is placed on a performance improvement plan, the plan will contain at a minimum:

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

ARTICLE 9

PROFESSIONAL TECHNICAL CERTIFICATION

Certification is a condition of continued employment for all full-time professional technical faculty and for adjunct professional technical faculty that meet the criteria under WAC 131-16-092-093.

A. Initial Certification

Upon hire, eligible faculty will be issued initial professional-technical certification by the Vice President of Instruction. Initial certification lasts three years. The initial certification process includes documentation of a professional development plan which identifies priorities for professional growth. An initial certification is not renewable for professional-technical instructors.

B. Standard Certification

Standard professional-technical certification will be issued by the Vice President of Instruction upon completion of the requirements for initial certification. Standard certification must be renewed on a five-year cycle. To maintain standard certification, professional-technical instructors must develop and complete a professional development plan. The Professional Development Plan will include one activity from each of the below areas and two additional activities in either area of Discipline and Pedagogy. All activities identified in the professional development plan must be completed within the five year period.

ARTICLE 9 (continued)

- C. Approved Professional Development activities fall into three (3) areas:
- a. Governance: Activities which support the activities of the college.
 - b. Discipline: Activities that support the faculty members' professional development.
 - c. Pedagogy: Activities which support excellence in instruction and curriculum design services to students, and information literacy.
- D. Activity Completion
- Each faculty member is responsible for documenting the completion of professional development activities that satisfy his/her professional development plan. The faculty member shall provide this documentation to the Office of Instruction. The Vice President of Instruction is responsible for certification.

ARTICLE 10

INSTRUCTION

Section 1 Classroom Management

In the maintenance of a sound learning environment, the College shall expect acceptable behavior on the part of all Renton Technical College students. Classroom management and expectations shall be applied fairly and consistently regardless of age, gender, gender identity, marital status, race, creed, sexual orientation, genetic information, pregnancy, domicile, political affiliation, honorably discharged veteran or military status, or the presence or perception of presence of any sensory, mental or physical disability (unless based upon a bona fide occupational qualification)..

The authority of instructors to use prudent classroom management techniques for the safety and well-being of students and instructors is supported by the College President and the Board. In instances where student behavior may warrant referral to the Student Conduct Code and Hearing Procedures, potentially resulting in disciplinary sanctions as defined in the appropriate sections of the WAC, any such behavior disruptions shall be carefully documented, specifying dates and times of occurrence and specific acts.

The applicable federal, state and local laws and College rules, regulations and procedures relative to student conduct will be made available to all employees on the College's website

Section 2 Grading Practices

Grading criteria are determined by the instructor. These criteria and how grades are achieved must be shared, in writing, with the student on the first day a course is taught. Grading policies must be on file and approved by the instructor's dean.

No assigned grade will be changed other than by the instructor unless the student submits a Grade Appeal and it is determined by the dean that:

- Errors were made in calculating or posting the official RTC grade, or;
- The instructor did not follow the grading criteria outlined in the course syllabus, or;
- Grading criteria were not uniformly applied.

Section 3 Instructional Aides

The need for instructional aides shall be evaluated on an individual program basis. The determination whether to utilize an instructional aide shall be made by administration, utilizing suggestions from program instructor(s) and the appropriate advisory committee, if any.

ARTICLE 10 (continued)

Section 4 Class Size

The maximum number of students per class shall be determined by the number of training stations, safety factors and individual instructional requirements of the specific occupation or trade being taught. The determination as to the number of training stations in each new or expanded program shall be made by administration, utilizing suggestions from program instructors and appropriate advisory committees.

Section 5 Student Testing

At the instructor's option, the last student day of each quarter may be identified as a testing day. If elected the testing or instructional activity shall continue for no less than one-half (½) day.

ARTICLE 11

ASSIGNMENTS AND REASSIGNMENTS

Section 1 Assignments

Employees will normally be assigned initially by the College President or designee to positions for which their preparation, certification, experience, and aptitude fit them. They may not be assigned, except temporarily and for good cause, outside the scope of their certificates or their major or minor field of study.

Section 2 Reassignments

The reassignment of faculty shall be made by the College President or designee. Employees being reassigned shall be notified of the reassignment, with an explanation prior to the effective date of the reassignment.

Reassignment of employees shall be consistent with College procedures and shall not affect their seniority or tenure.

Section 3 Compensation for Canceled Classes

Adjunct Faculty (excluding full-time faculty who are teaching beyond the workload) shall be compensated for two (2) hours' time if the course is canceled within three business days prior to the start of the course. Adjunct faculty whose course is cancelled after the course start date shall be compensated for the percentage of the course taught. In the event an adjunct faculty member is reassigned to a class with the same course number, no additional compensation beyond the course salary will be received.

ARTICLE 12

GRIEVANCE PROCEDURES

Section 1 Purpose

The purpose of these procedures is to provide for the orderly and expeditious adjustments of grievances. As used in these grievance procedures, "grievance" means a claim of an employee alleging misinterpretation or inequitable application of provisions of the contract or specific provisions of policy, rules and/or regulations of the College. "Grievance" also means a claim of the Union alleging misinterpretation or inequitable application of the contract provisions provided in ARTICLE 5, UNION RIGHTS, and such grievance may be initiated at the STEP 3 level.

ARTICLE 12, Section 1 (continued)

The parties recognize the importance of prompt resolution of such employee problems at the level closest to the problem through informal discussions and resolution between those involved or, if necessary, with the assistance of a neutral party. In the interest of fairness to all parties involved, it is agreed that no reprisals shall be taken against persons involved in grievance proceedings. Procedures for handling grievances shall be of three types:

- A. Grievances alleging violations of this negotiated contact shall be processed using STEPs ONE, TWO, and FIVE as noted in Section 3. Utilization of STEP THREE is optional.
- B. Grievances regarding the interpretation and application of specific College policies, rules and/or regulations shall be processed using STEPs ONE, TWO, and FOUR as noted in Section 3. Utilization of STEP THREE is optional.
- C. Complaints regarding matters other than this contract or College policies and rules/regulations will be processed using only STEPs ONE and TWO as noted in Section 3.

Section 2 General Provisions

- A. Both parties encourage employees and supervisors to discuss and resolve concerns on an informal basis. If this cannot resolve the issue(s) the employee may proceed with the grievance or complaint.
- B. Right to Representation Union representatives have a right to be present for any meetings, hearings, appeals, or other proceedings relative to grievances which have been formally presented. Administrative meetings that do not include employee or employee witness contacts and which are purely of a management nature are not included in this provision.
- C. Freedom of Employee to Act Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Union; nor shall any clause contained herein be construed as limiting the right of any employee having the grievance to take appropriate action under any statutory guarantee or provision. However, the Union may be in attendance at these discussions. Any proposed disposition of the grievance shall be consistent with the terms of this contract. A grievant may be represented at all stages of the grievance procedure by himself/herself, or a person of his/her own choosing, or at his/her option, by Union representatives selected by the Union. If an aggrieved party chooses not to be represented by the Union, the Union, nevertheless, shall be given timely notice in order to have the opportunity to be present and to state its views prior to the final recommendation for resolution of the grievance.
- D. Prompt Action Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. In initiating a grievance the grievant will present the grievance in writing on the appropriate grievance form to the immediate supervisor within fifteen (15) days after the employee knew or demonstrably should have known the action or inaction occurred.
- E. Time Limits
 - 1. Time limits may be extended or waived by mutual written consent. If the stipulated time limits are not met by the College, the grievance may proceed to the next step.
 - 2. If the stipulated time limits are not met by the grievant, the grievance shall be deemed dropped and will not be reviewed at any higher College administrative level.

ARTICLE 12, Section 2 (continued)

3. All days referred to shall be considered to be the aggrieved employee's scheduled working days, provided that any grievance (1) filed just prior to the end of the employee work year, or (2) filed after the end of the work year regarding a grievable matter which occurred prior to the end of the work year, or (3) filed after the end of the work year regarding a matter which occurred after the end of the work year, shall be processed counting days as Monday through Friday excluding holidays.
- F. Required Forms Grievances and their resolution must be filed on the appropriate forms which will be provided by the College.
- G. Class Action Grievances If a number of employees have the same grievance, their grievances may be consolidated for hearing and resolution purposes into a class action grievance for all involved upon the consent of the grievant, Union, and College.
- H. Requirements for Hearings Whenever possible, hearings will be scheduled during non-student contact time. If the hearing is scheduled during class contact time, the College will provide a substitute at College expense for the grievant, the observers, the representative of the Union and reasonably requested witnesses. Witnesses will be present only when testifying. Nothing below, with the exception of STEP FIVE, Binding Arbitration shall be considered to in any way prohibit, restrict or preclude the rights of parties to resort to legal adjudication for resolution of disputes. No new documentary evidence or witnesses will be introduced at the arbitration level hearing by the Union or the College unless made known to the grievant(s), the Union and the College at least three (3) days prior to the hearing and it is mutually agreed that they be introduced or either party is directed to do so by the arbitrator.
- I. Availability of Forms Upon request, a supply of forms shall be provided to the Union. Employees may obtain a grievance form from their supervisor, the Human Resource Development Department or the Union.
- J. As verified by a signed and dated form, the grievance shall be presented to the appropriate person for the step being used. The appropriate person at STEP ONE is the grievant's supervisor, and at STEPs TWO through FIVE it is the Executive Director of Human Resources. Should either of these people be unavailable, the grievance may be presented to another vice president or to Human Resources.
- K. The written grievance shall include the following:
 1. The nature of the grievance, including the specific date, time, and location that the alleged grievance occurred; a description of the events, action or in-action, which led to the grievance (this description is intended to summarize the events and is not intended to argue the merits of the grievance); and the names of all witnesses, if known;
 2. The sections of the contract or College rule/policy allegedly violated;
 3. The specific remedy sought.
- L. Allegations not introduced at STEP ONE shall not be admissible by the grievant at any subsequent step of the process being used. In an effort to resolve grievances at the earliest stage possible, the Union agrees to provide the College with any evidence and/or documentation it has in support of the grievance as soon as possible in the process or as it becomes demonstrably evident.
- M. The College President may designate another person to meet with the grievant and the Union at STEP TWO.

ARTICLE 12 (continued)

Section 3 **Grievance Steps**

A. **STEP ONE: SUPERVISOR**

- I. The grievance will be presented in writing on Grievance Form I to the immediate supervisor within fifteen (15) days after the employee knew or demonstrably should have known that the action or inaction occurred. The grievance form will be signed and dated by the parties at the time of receipt by the immediate supervisor, and will identify the item(s) of the contract deemed violated and the specific resolution sought. One copy of Grievance Form I shall be retained by the grievant and the remaining copies distributed by the immediate supervisor as follows: the original to the immediate supervisor and one copy each to the Union and the College President or designee.

2. Within ten (10) days after receipt of Grievance Form I, the immediate supervisor will respond to the grievant in writing on Grievance Form II. Copies of his/her response shall be distributed by the immediate supervisor as follows: one copy each for the Union, the College President or designee, immediate supervisor, and the original to the grievant. If a grievance arose from or can only be resolved by a higher level of supervision, the immediate supervisor may, with the concurrence of the College President or designee, have his/her response prepared by the appropriate College supervisor. In these cases, the appropriate College supervisor may replace the immediate supervisor in any further proceedings.

B. **STEP TWO: PRESIDENT**

- I. In the event the grievant is not satisfied with the disposition of the grievance at STEP ONE, he/she may within five (5) days of the receipt of Grievance Form II refer his/her written grievance on Grievance Form III to the College President or designee for resolution. One copy of Grievance Form III shall be kept by the grievant and the College President or designee shall distribute the remaining copies as follows: one each to the Union and the immediate supervisor.

2. The College President or designee shall schedule a meeting to take place within fifteen (15) days of acknowledged receipt of Grievance Form III. If the grievance involves a charge of discrimination, the College President may extend the timelines of this level up to ten (10) working days to allow the College Discrimination Compliance Officer time to make a separate investigation presenting the findings and recommendations to the College President or designee for consideration in the grievance hearing resolution at this level. The grievant and Union shall receive and acknowledge notification of said meeting at least five (5) days prior to the date of the meeting. Persons present at the College President or designee meeting may include only the following: the grievant(s), the immediate supervisor (or appropriate College supervisor), a representative each of the Union and the College, one observer each for the grievant and immediate supervisor, those witness(s) who will provide relevant testimony regarding the grievance issue and the person selected to hold the conference on behalf of the College President or designee. Witnesses will be present only while testifying, unless he or she is also included in the participant list above.

3. The College President or designee shall provide a written response and decision to the grievant within ten (10) days following the College President or designee meeting. Distribution by the College President or designee of the response shall be as follows: one copy each to the Union, immediate supervisor, and the original to the grievant.

ARTICLE 12, Section 3 (continued)

C. STEP THREE: NON-BINDING MEDIATION

Non-binding grievance mediation is an optional and voluntary part of the grievance resolution process. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.

1. In the event the grievance is not resolved with the disposition of the grievance at STEP TWO, the grievant and the Union may mutually, within five (5) work days of the receipt of the College President's findings and recommendations, request mediation. If management agrees that the grievance is suitable for mediation, the parties shall submit a joint request to the Federal Mediation and Conciliation Service or the Public Employment Relations Commission for assignment of a mediator. Mediation shall be completed within thirty (30) working days of the submission of the joint request.
2. The mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceedings. Both sides shall be provided ample opportunity to present evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
3. At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request the mediator to assess how an arbitrator might rule in this case.
4. The grievant shall be present at the grievance mediation proceedings. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
5. If the grievance is not resolved and is subsequently moved to arbitration, such proceedings shall be *de novo*. Nothing said or done by the parties or the mediator during the grievance mediation with respect to their positions concerning resolution of offers of settlement may be used or referred to during arbitration.

D. STEP FOUR: HEARING OFFICER

In the event the employee is not satisfied with the disposition of the grievance at STEP TWO, he/she may within ten (10) days of the receipt of the President's findings and recommendations mutually with the Union, submit the grievance to a hearing officer for resolution within the following guidelines:

1. The Union and the College will each select a hearing officer within twenty (20) days of ratification of this contract. The two (2) hearing officers selected will choose a third officer to serve. The three (3) officers will constitute the hearing officer panel from which an officer will be drawn for a grievance hearing. In making their respective selections both the College and the Union and the officers they select will choose local, Renton area community persons who have exhibited an interest in community and/or school affairs. In the event the Union and the College selected officers cannot mutually select a third hearing officer within ten (10) days, the Union and the College will each submit three (3) additional names. All six (6) names shall be placed into a proper receptacle and one name shall be drawn by lot by the President.
2. The names of these selected hearing officers will be placed on a list by means of a drawing to be held by the College and Union not later than thirty (30) days after the ratification of this contract. Copies of this list of hearing officers will be available in the College and Union offices and elsewhere, if desired by either party.

Hearing officers for a particular grievance will be selected in rotation in order of placement on the hearing officer list. If a selected hearing officer cannot fulfill a given hearing assignment, the next person on the list will be selected.
3. The selected hearing officer shall schedule a hearing to take place not more than fifteen (15) days nor less than ten (10) days after his/her designation as hearing officer or by agreement. The grievant, Union and the College will be notified of the meeting not less than five (5) days before the scheduled date of the meeting.

ARTICLE 12, Section 3 (continued)

Each side will be given broad latitude in the placing of evidence and calling of witnesses and will provide the hearing officer and each other with a tentative list of witnesses at least two (2) days before the scheduled date of the hearing.

Persons present at the hearing shall include only the following: the grievant, the immediate supervisor, one representative each of the Union and the College, one observer each for the grievant and immediate supervisor, those witnesses who will provide relevant testimony regarding the grievance issue and the hearing officer. The hearing officer shall conduct the hearing in an informal non-legal atmosphere.

The hearing officer will be given broad powers to call witnesses, obtain data, examine records, etc., in an attempt to reach an equitable resolution of the grievance. He/she, however, must respect the confidentiality of such records and disclose only such information as required to substantiate his/her findings.

4. Within fifteen (15) days of the hearing the hearing officer will submit written findings and recommendations to the Board. Copies of his/her findings and recommendations will also be submitted to the Union and the grievant.
5. At the first regular Board meeting following the receipt by the Board of the findings and recommendations of the hearing officer, the Board will take formal resolution action relative to the grievant; provided such findings and recommendations have been received at least five (5) days prior to said Board meeting. Copies of Board action will be sent to the grievant, the hearing officer and the Union within five (5) days after such action.
6. The fees and expenses of the hearing officer shall be shared equally by the College and the Union in the STEP THREE grievances mutually initiated by the College and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other (EXCEPT the College shall be responsible for necessary release time of employees as provided in the introductory language to these grievance procedures). Compensation for hearing officers shall be determined and stipulated prior to final agreement of the roster, but in no cases shall be more than fifteen dollars (\$15.00) an hour.

It shall be understood that the utilization of hearing officers is in part an attempt by the College and the Union to utilize local community resource persons, who ideally would regard service, at least in part, as a contribution of their time as a community service.

E. STEP FIVE: BINDING ARBITRATION

In the event the employee is not satisfied with the disposition of the grievance at STEP TWO, the grievant and the Union may mutually, within ten (10) days of the receipt of the College President's findings and recommendations, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:

1. If there is mutual agreement between the College and the Union, arbitration may be held under the expedited rules of the American Arbitration Association.
2. If a question of arbitrability is raised, this will be determined before any consideration will be given to the substantive matters of the grievance.

ARTICLE 12, Section 3 (continued)

3. The arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of the contract and the expressed terms therein, but he/she shall be without power or authority to establish or adjust salary schedules. This stipulation shall not prohibit the arbitrator from making interpretations or judgments regarding application of the salary schedules as they have been negotiated and agreed upon. The arbitrator's decision shall be in conformity with all existing laws. This shall not preclude the right to appeal to a court of law for an enforcement order.
4. There shall be no appeal from the arbitrator's decision if it is within the scope of his/her authority, except those grievances involving charges of discrimination in which cases the grievant may further pursue his/her complaint to any appropriate agency(ies). It shall be final and binding on the Union, the employee(s) involved, the administration, and the Board.
5. The fees and expenses of the arbitrator shall be shared equally by the College and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other (EXCEPT the College shall be responsible for necessary released time of employees as provided in the introductory language to these grievance procedures).

ARTICLE 13

PROFESSIONAL COMPENSATION

Section 1 Basic Salaries (Full-time Employees)

- A. The basic salaries of full-time employees are set forth in Appendix A, Section 1.
- B. Initial placement on the full-time employee salary schedule:
 1. New full-time instructors, counselors and librarians shall initially be placed on the salary schedule based on their current work experience as follows:
 - (a) Completion of appropriate education and relevant work experience as specified by the College in the occupation/craft to be taught, which is acceptable for professional technical certification, would stipulate placement at the lowest step on the salary schedule.
 - (b) Experience in the occupation/craft to be taught in excess of the years of experience required for initial professional technical certification and teaching experience will be considered for advanced salary schedule placement.
 - (1) Each year of full-time employment in excess of the years of experience required for certification of occupational experience in the occupation/craft to be taught, or-as a counselor or librarian, will add one (1) increment step above the lowest step. If the occupational experience is less than a full year or adjunct, experience will be granted based on the fraction of the time worked. Experience will be calculated cumulatively. The fraction will be rounded up or down to the nearest full year, with .500 or greater being rounded up. A maximum of one (1) years' experience will be granted during any one (1) calendar year. No more than ten (10) years in excess of the years of occupational experience required for certification will be considered for advanced salary schedule placement.

ARTICLE 13, Section 1 (continued)

- (2) Each academic year of full-time teaching experience will add one (1) increment step above the lowest step. If the teaching experience was less than a full year or adjunct, experience will be granted based on the fraction of the contract held. Experience will be calculated cumulatively. The fraction will be rounded up or down to the nearest full year, with .500 or greater rounded up. A maximum of one (1) year's teaching experience will be granted during any one (1) calendar year. No more than ten (10) years in excess of the years of teaching experience will be considered for advanced salary schedule placement.
 - (3) As part of the ten (10) years occupational experience or ten (10) years of teaching experience, up to two (2) full years of experience may be granted for approved public service activities, e.g., the U.S. military, Public Health Service, Peace Corps, or VISTA, provided such service interrupted experience in the occupation to be taught or teaching experience.
 - (c) Initial placement shall not exceed ten steps above the lowest step without approval of the President of the College.
 2. As part of initial salary placement no credit shall be given for education or work experience earned prior to high school graduation or prior to the applicant's eighteenth (18) birthday if he/she did not graduate from high school.
 3. Employees previously placed in accordance with the provisions of the contract in effect at the time of such original initial placement will not have their placement altered due to the fact that the initial placement provisions of this contract may be different from the provisions in effect at the time of that person's initial placement.
 4. Employees will have twelve (12) months from their date of hire to appeal their initial placement.
 5. Re-hired full-time employees who return to a full-time faculty position within two (2) years from their separation date will be placed at the same step as when they left.
- C. Movement (The salary increases for employees resulting from the application of the provisions of this section are limited or become operative only as provided in ARTICLE 3, Section 2 and
1. After initial placement, a maximum of one (1) step will be granted to each eligible full-time employee who successfully completes one (1) year in an assigned position.
 2. To be eligible for movement on the salary schedule, an employee must be employed on other than an adjunct basis. One (1) experience increment will be granted for each full year of full-time experience except for movement from Step 21 to Step 22. (See note 2 on Salary Schedule – Appendix A, Section 1). If experience was less than a full year, experience will be granted based on the fraction obtained by dividing the number of days worked by the number of student contact days on the academic calendar, excluding summer quarter. If experience was less than full-time, experience will be granted based on the fraction of the contract held. The fraction will be rounded up or down to the nearest full year, with .500 or greater rounded up.
 3. Any full-time employee who interrupts his/her career at Renton Technical College for honorable service in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service shall receive in accordance with C., 1. and C., 2., above up to two (2) steps movement on the salary schedule when he/she returns to employment at the College.

ARTICLE 13, Section 1 (continued)

4. The qualifying incremental moves will be compensated at an amount legally permissible and in compliance (Article 12, Section 5) as determined by law and regulatory agencies' provisions, not to exceed the amount as provided on APPENDIX A., Section 1., Schedule.

Section 2 Adjunct Employees

- A. Adjunct employees in preparatory, supplemental, developmental education classes, and apprenticeship vocational classes, and all other instances where the program requires certification shall be paid according to Appendix A, Section 2. This sum includes an amount of money in lieu of fringe benefits, EXCEPT for adjunct employees who are contracted for one hundred sixty-five (165) day year and thirty (30) or more hours per week will receive benefits as provided in Section 3., below and leaves as provided in ARTICLE 7, Section 6.
- B. In no instance will adjunct employees be utilized to fill positions that could or should be filled by full-time employees in accordance with the other provisions of ARTICLE 6, Section 9, Item C.
- C. Full-time instructors and adjunct instructors may annually make their interest in adjunct teaching assignments known to their immediate supervisor by August 1 of each year. Such written expression of interest will be considered by the appropriate supervisor when making teaching assignments throughout the year. However, the supervisor retains the right to make such assignments as deemed necessary and in the best interest of the college.

Section 3 Basic Salaries - Adjunct Employees

- A. The basic salaries of adjunct employees are set for the school year in APPENDIX A, Section 2.
- B. Initial placement on the Adjunct Employee Salary Schedule:
 1. New adjunct employees will be placed at Step B.
 2. Developmental education instructors hired before January 1, 1993 will be placed on Step B of the Adjunct Employee Salary Schedule Appendix A, Section 2.
- C. Movement on the Adjunct Employee Salary Schedule
 1. After initial placement, a maximum of one (1) movement will be granted to each eligible adjunct employee per year. Annual adjustments will be made in September only.
 2. The qualifying incremental moves will be compensated at an amount legally permissible and in compliance (Article 12, Section 5) as determined by law and regulatory agencies' provisions, not to exceed the amount as provided on APPENDIX A., Section 2 Schedule.
 3. To be eligible for movement on the Adjunct Employee Salary Schedule, an employee must meet the following criteria:
 - a. To move from Step B to Step C, the employee must accumulate of at least 330 contact hours (one-third of a full time load) and must qualify for certification, if appropriate.
 - b. To move from Step C to Step D, the employee accumulate of at least 660 contact hours, ten (10) clock hours of administrative approved professional development activities and must qualify for certification, if appropriate. (No more than 330 hours from any one school year may be applied to the accumulated total of 660 hours.)

ARTICLE 13, Section 3 (continued)

- c. To move from Step D to Step E, the employee must accumulate of at least 990 contact hours, twenty (20) clock hours of administrative approved professional development activities and must qualify for certification, if appropriate. (No more than 330 hours from any one school year may be applied to the accumulated total of 990 hours.)
 - d. To move from Step E to Step F, the employee accumulate of at least 1,320 contact hours, thirty (30) clock hours of administrative-approved professional development activities and must qualify for certification, if appropriate. (No more than 330 hours from any one school year may be applied to the accumulated total of 1,320 hours).
- 4. It will be the employee's responsibility to furnish Human Resources with copies verification of professional development activities.
- D. Renton Technical College tenured instructors, who in addition to their full-time teaching position, also teach in an adjunct position, will be placed on Step F of Appendix A, Section 2 of the Adjunct Employee Salary Schedule.
- E. To receive the salary for an advanced degree faculty must submit an official transcript to Human Resources. The new salary will be effective in the quarter in which the transcript is received.

Section 4 Health and Welfare Benefits

- A. The College agrees to make available to eligible employees, group medical, dental, life, and other appropriate insurance programs consistent with the rules and regulations of the State Health Care Authority and as funded by the legislature.
- B. For the purposes of Section 4.A an eligible employee is defined as:
 - 1. Any employee who meets the eligibility requirements of the State Health Care Authority.
 - 2. Adjunct employees who are not eligible for benefits may continue to apply the amount designated for health and welfare dollars in accordance with Appendix A, Section 2, to an outside plan of their choice.
- C. Voluntary Employee Benefits Association (VEBA)
 - 1. The College shall make available to eligible employees a VEBA plan to allow employees, upon retirement, to convert sick leave into a medical reimbursement plan pursuant to RCW 28B.50.553 and College policy and procedures.
 - 2. As a condition of participation each eligible employee must submit to the College a signed hold harmless agreement complying with RCW 28B.50.553. If an eligible employee fails to sign and submit such agreement to the College, the College will not make sick leave cash-out contributions to the Plan. The eligible employee will not be permitted to participate in the Plan and remunerations for accrued sick leave at retirement shall be forfeited.
 - 3. Funds deposited in the plan will be used for payment of the retiree's documented medical insurance premiums and medical, dental, and vision care expenses not covered by insurance (including co-payments and deductibles) until the account is exhausted.

ARTICLE 13, Section 4 (continued)

4. Participation in VEBA will automatically renew each year. However, if one or more members are eligible to retire, the Union may conduct a vote in October to determine participation for the following year. The Union will notify Human Resources in writing, by December 31, if they choose not to participate in the VEBA plan the following year.
 5. Upon request, the College will provide the union with a list of members who will be eligible to retire in the following year.
- D. In the event of the inability of an eligible employee to work because of illness or a non-occupational accident, the College will continue payments for eligible employees for a period of up to six (6) months for any month that the employee is in a pay status for at least eight (8) hours per month. The employee may use any available leave, one day per month for the purpose of keeping insurance benefits intact for this period. If the employee desires to continue the benefit of this health/dental plan beyond the six (6) months, he/she may do so by making the required payments to the Health Care Authority. In either event the employee must actually be incapacitated from work by such illness or non-occupational accident and shall, in fact, not be working elsewhere.

Section 5 Early Retirement Notification

In order to provide for an orderly transition upon the retirement of full-time faculty members, the College will provide a one-time payment to those faculty members who provide a written notice of their intent to retire by January 1 of the current academic year. This notice must be submitted to Human Resources. To be eligible for this stipend, the faculty member must have at least three (3) consecutive years of full-time faculty employment at RTC by January 1 of the current academic year. The effective date of retirement must be the last day of the faculty member's current contract. The payment of a stipend in the amount of \$1,500 (minus applicable taxes) will be made to the employee in a lump sum in their final paycheck.

Instructors whose contracts do not coincide with the academic calendar may make a request to the College President for an alternate timeline. Once the College has received the notice to retire, the retirement cannot be revoked, unless agreed upon by the President.

Section 6 Compensation Improvement

It is the declared intention of Renton Technical College to provide employees with the compensation improvement (increments, and base salary percentage increases) from monies authorized by the state legislature and allocated and approved by the State Board for Community and Technical Colleges. It must be clearly understood that the College must meet or maintain fair share, salary compliance, and all other requirements as imposed by the state and the State Board for Community and Technical Colleges. The state rules and regulations relative to compensation, as provided to the College, will be applied to the compensation system. Such compensation improvement shall be "passed through" without additional negotiation.

ARTICLE 14

REDUCTION IN WORK FORCE

Section 1 Reduction in Work Force Defined

The term "Reduction in Work Force" as used herein refers to either a separation of full-time employees from employment with the College or a reduction in a full-time appointment, excluding Summer term. Summer term employment is not guaranteed, and shall not be subject to a reduction in work force process.

ARTICLE 14 (continued)

Section 2 Notification

The College will provide written notice to any affected employee in accordance with appropriate statutes.

Section 3 Procedure

- A. When the College President believes that a reduction-in-force may be necessary, the College President shall consult with interested parties before a final decision is made to determine if other actions are possible. Interested parties shall include the faculty members potentially affected, the Union and the program advisory committee, if applicable.
- B. If, after such consultation, the College President determines that a reduction is necessary, the College President shall recommend to the Board the specific instructional programs or services, or portions thereof, to be reduced. The interested parties shall be notified in writing of the College President's recommendation(s) and shall have the right to appear before the Board before Board action is taken.
- C. Following a vote by the Board determining that a reduction shall take place, the College President shall identify those individuals to be reduced or terminated.
- D. The College will provide written notice to any affected employee in accordance with appropriate statutes.

Section 4 Right to Appeal

- A. Under RCW 34.05.510 et seq. the employee may seek judicial review of the Board's action to reduce or terminate an instructional program or service within thirty (30) days of mailing of a letter notifying the employee of the Board's action.
- B. Under WAC 495E-400-060(3) the employee may, within twenty (20) days of the date of written notification of the reduction or elimination of their position, seek a review to determine whether the employee is the proper employee to be reduced or terminated.
- C. Reduction in work force shall not be subject to the grievance process.

Section 5 Sufficient Cause

Sufficient cause for reduction in work force which results in the elimination or reduction of instructional, student services or library program(s) shall include:

- A. Financial emergency declared by the Board;
- B. Financial emergency as defined by RCW 28B.50.873, et seq.
- C. Elimination or reduction of funding; and
- D. Elimination or reduction of program demand, which is the result of (1) the need of industry and (2) student enrollment.

Section 6 Implementation

- A. Each year, the College will forward to the Union a program seniority list. Each full-time faculty shall be ranked in the appropriate program in accordance to tenure and seniority. Any disputes regarding the list shall be submitted within 10 days of publishing.

ARTICLE 14, Section 6 (continued)

B. Seniority shall prevail for employees based on program. Programs shall be those identified in Appendix D of this contract. If new programs are initiated during the duration of this contract, the College will notify the Union and update Appendix D.

C. Reduction in force shall be conducted in the following order:

First – Full time probationary faculty in order of seniority.

Second – Full time tenured faculty in order of seniority.

In applying the above, a full time faculty member shall have the right to displace adjunct faculty who are scheduled to teach courses for which the full time faculty member is qualified.

Section 7 Return from Lay-off

A. Employees last laid off in a given program shall be the first rehired for that program.

B. Employees on a lay-off list may apply for any position for which they are qualified and shall be granted an interview.

C. Employees shall remain in a designated rehiring pool for one (1) year.

ARTICLE 15

NO STRIKE PLEDGE

The Union and the College recognize that strikes may be disruptive to the educational process. The Union and the College subscribe to the principle that every effort will be made to resolve differences by peaceful and appropriate means without interruption of the College operations.

The Union, therefore, agrees that there shall be no strikes or other concerted refusal to work, nor any instigation thereof, by the employees for the duration of this contract. The Union further agrees not to honor, or to encourage its members to honor any strikes, picket lines, or other concerted work stoppages that may be established by any other College employee organization. The College agrees that, for the duration of this Contract, there shall be no employee lockout.

ARTICLE 16

MAINTENANCE OF STANDARDS

None of the contract provisions contained herein will be modified by the College during the contract period, EXCEPT by mutual agreement. The composition of this bargaining unit as established by provisions of Chapter 41.59, and as determined by Public Employee Relations Commission (PERC) during the 1975-76 school year and modified by PERC during the 1978-79 school year, will not be changed during the life of this contract other than as provided for in Chapter 41.59.

ARTICLE 17

CONCLUSION

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this contract. Therefore, the employer and the Union for the duration of this contract each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this contract unless mutually agreed otherwise.

This contract constitutes the negotiated agreements between the employer and the Union and supersedes any previous contracts or understandings, whether oral or written, between the parties. In addition, this contract supersedes any rules, regulations, policies, resolutions or practices of the employer which shall be contrary to or inconsistent with its terms.

APPENDIX A

Section 1

**RENTON FEDERATION OF TEACHERS
FULL-TIME EMPLOYEE
SALARY SCHEDULE
JULY 1, 2015- JUNE 30, 2018**

M.A. = 5% of Base = \$2,529

Doctorate=10% of Base = \$5,058

<u>STEP</u>	<u>184 DAYS SALARY</u>	<u>INDEX</u>
8	\$50,577	1.0000
9	\$51,589	1.0200
10	\$52,600	1.0400
11	\$53,612	1.0600
12	\$54,624	1.0800
13	\$55,635	1.1000
14	\$56,647	1.1200
15	\$57,659	1.1400
16	\$58,669	1.1600
17	\$59,681	1.1800
18	\$60,693	1.2000
19	\$61,704	1.2200
20	\$62,716	1.2400
21	\$63,728	1.2600
22	\$64,739	1.2800
23	\$65,751	1.3000
24	\$66,762	1.3200

- Step movement will only be implemented if funding and movement is authorized by the Washington State Legislature and approved by the State Board for Community and Technical Colleges and the employee has incremental movement available.

APPENDIX A (continued)

Section 2

**RENTON FEDERATION OF TEACHERS
ADJUNCT EMPLOYEE
SALARY SCHEDULE
JULY 1, 2015 - JUNE 30, 2018**

M.A. = 5% of Base = \$2.03

Doctorate = 10% of Base = \$4.06

<u>Salary Level</u>	<u>Contact Time Required</u>	<u>Professional Development Required</u>	<u>Salary Rate</u>
Step B	0 – 329	0 hours	\$40.60
Step C	330 – 659	30 hours	\$42.46
Step D	660 – 989	60 hours	\$44.14
Step E	990 – 1,319	90 hours	\$46.16
Step F	1,320 +	120 hours	\$48.18

APPENDIX A (continued)

Section 3

**RENTON TECHNICAL COLLEGE
ONLINE CLASSES
SALARY SCHEDULE**

1. **Pay for Online Classes.** Employees will be paid based upon the number of students enrolled and the appropriate step on the Adjunct Employee Salary Schedule, Appendix A, Section 2. The online classes covered under this section, are those delivered through the Learning Management System hosted by the State Board of Community and Technical Colleges (currently CANVAS).

Traditional classes usually require at least twelve (12) students to be enrolled. However, distance education classes can operate regardless of the number enrolled. Therefore, the salary for online classes will depend on the number of students enrolled on the enrollment count date.

- A) If the class has 1 to 14 students enrolled, for each class hour, employees will be paid one-twelfth (1/12) or 0.0833 of the appropriate rate for each student enrolled on the enrollment count date.

OR

- B) If the class has 15 students or more, up to the class cap, employees will be paid the appropriate rate plus \$100.00 per credit.

For example, an employee on Step D of the July 1, 2015 – June 30, 2016 salary schedule (\$43.36) would be paid for teaching and all related services including preparation, grading, and record keeping, for a sixty-hour class with five credits, as follows:

If the class has 11 students enrolled:

55 class hours x .0833 per student x \$43.368 hour x 11 students = \$2,185.19 per class

OR

If the class has 15 or more students enrolled:

55 class hours x \$43.36 + \$100.00 x 5 credits = \$2884.80 per class

2. **Pay for Hybrid Classes.** Hybrid classes are those where a portion of the instruction is delivered using the online Learning Management System indicated in Section 3, paragraph 1 of this Appendix. An instructor who teaches a hybrid class that has less than 50% (fifty percent) of the course work completed online will be paid according to the adjunct employee salary schedule Appendix A Section 2.

An instructor who teaches a hybrid class that has equal to or greater than 50% (fifty percent) of the course work completed online will be paid according to the online classes salary calculation outlined in Section 3, paragraph 1 of this Appendix.

3. **Pay Dates.** The employee will be paid in equal semi-monthly installments for the duration of the contract. The payments begin after the enrollment count date. If the enrollment count date is prior to the sixteenth (16) of the month, the first pay date will be the twenty-fifth (25) of that month. If the enrollment count date is on the sixteenth (16) of the month or later, the first pay date will be the tenth (10) day of the following month.



INSTRUCTIONAL CALENDAR 2016-2017

JULY 2016 (19)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2016 (9)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2016 (10)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2016 (20)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2016 (18)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2016 (7)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2017 (20)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2017 (18)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2017 (17)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2017 (19)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2017 (20)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2017 (16)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

IMPORTANT DATES

QUARTERS

JULY 5, 2016 - First Day of Summer Quarter
 AUGUST 11, 2016 - Last Day of Summer Quarter
 SEPTEMBER 19, 2016 - First Day of Fall Quarter
 DECEMBER 9, 2016 - Last Day of Fall Quarter
 JANUARY 3, 2017 - First Day of Winter Quarter
 MARCH 24, 2017 - Last Day of Winter Quarter
 APRIL 4, 2017 - First Day of Spring Quarter
 JUNE 22, 2017 - Last Day of Spring Quarter

NO SCHOOL FOR STUDENTS/WORK DAY FOR FACULTY

AUGUST 12, 2016
 SEPTEMBER 13-16, 2016
 DECEMBER 12-14, 2016
 APRIL 3, 2017
 JUNE 23, 26-28, 2017

HOLIDAYS & VACATIONS

JULY 1, 2016 - Summer Break ends
 JULY 4, 2016 - Independence Day
 AUGUST 15 - SEPTEMBER 9, 2016 - Fall Break
 SEPTEMBER 5, 2016 - Labor Day
 NOVEMBER 11, 2016 - Veteran's Day
 NOVEMBER 24-25, 2016 - Thanksgiving Break
 DEC 15, 2016 - DEC 30, 2017 - Winter Break
 JANUARY 2, 2017 - New Year's Day Observation
 JANUARY 16, 2017 - Martin Luther King Day
 FEBRUARY 20, 2017 - President's Day
 MARCH 27 - MARCH 31, 2017 - Spring Break
 MAY 29, 2017 - Memorial Day
 JUNE 29-30, 2017 Summer Break begins

NO SCHOOL FOR STUDENTS/FACULTY IN-SERVICE DAY

SEPTEMBER 12, 2016

STUDENT ADVISING DAYS

OCTOBER 26, 2016
 FEBRUARY 15, 2017
 MAY 17, 2017

NO SCHOOL FOR STUDENTS/FACULTY MEETING DAY

NOVEMBER 10, 2016 (Mandatory)
 MARCH 3, 2017 (Mandatory)
 MAY 26, 2017 (Mandatory)

No School for Students/Non-Work Day for Faculty
 No School for Students/Faculty In-Service Day
 No School for Students/Work Day for Faculty
 No school for students/Faculty Mandatory Mtg Day
 First/Last Day of Quarter
 Student Advising Days
 () Student Contact Days per Month

APPENDIX C

RENTON TECHNICAL COLLEGE INCENTIVE PROGRAM

We, the undersigned, on behalf of the Renton Technical College and the Renton Federation of Teachers, hereby agree to participate in the Renton Technical College Incentive Program in accordance with the provisions described below. Should the Department of Retirement Systems determine that payments made to employees by the College constitute excess compensation under RCW 41.50.150 or other applicable statutes, this Appendix C will be null and void and the parties will renegotiate immediately concerning the amount and mechanics of payment for incentives.

1. Credit Incentive Program

Full-time continuing contract employees are eligible to participate in the Renton Technical College Credit Incentive Program. Eligible employees may elect to receive a four hundred dollar (\$400) credit incentive for completion of three (3) authorized credits or 30 clock hours taken between July 1 and June 30 of the contract year. Authorized credits are any credits recognized by the College and include the following:

- A. Three (3) quarter credit hours from an accredited college or university, and a 2.0, C or pass if taking pass/fail option, recorded on a transcript and received by Human Resources no later than June 30 for the prior year;
- B. Three (3) quarter credit hours from the Staff Development course offerings of Renton Technical College which are presented for college or university credit, recorded on a transcript and received by Human Resources no later than June 30 for the prior year;
- C. Thirty (30) clock hours of approved continuing education credits.
- D. Thirty (30) clock hours of locally approved in-service, if such in-service is qualified and approved by the College.

Eligible employees may utilize any combination of offerings under subparagraphs A through D above (e.g., two college/university quarter credit hours plus ten clock hours of approved continuing education) to satisfy the requirements of this program.

APPENDIX C RENTON TECHNICAL COLLEGE INCENTIVE PROGRAM (continued)

2. Optional Day(s) Incentive Program

- A. Eligible employees may participate in the Renton Technical College Optional Day Incentive Program. Employees may elect to receive per diem pay for up to five (5) days (40 total hours) for paid or unpaid industry experience other than self-employment in the occupations directly related to their teaching assignments. Such directly related industry experience must be approved in advance by the employee's designated immediate supervisor and the industry experience must occur between July 1 and June 30 of the contract year. Documentation must be received by Human Resources no later than June 30 for the prior year.

OR

- B. As part of this incentive program, up to ten (10) percent of the eligible employees may convert a part of or all five (5) of their optional days into dollars to pay for degree granting credits. Prior written approval from the Vice President for Instruction is required. The employee must be enrolled in an accredited college or university degree program. The total amount of dollars to any one employee will be no more than the equivalent of forty (40) hours at their current rate of pay. Documentation must be received by Human Resources no later than June 30 for the prior year.

OR

- C. Employees may opt to apply up to forty (40) hours of compensation for program related accreditation activities. This option is available no more than every other year with the approval of the employee's immediate supervisor. Documentation must be received by Human Resources no later than June 30 for the prior year.

3. Payment

Employees will receive a College supplemental contract in each year reflecting eligibility to participate in the Renton Technical College Incentive Program. Following receipt of the official transcripts or other appropriate documentation showing completion of course work, payment due under the Credit Incentive Program will result. Following receipt of the Incentive Time Report documenting participation in the optional day(s), payment due under the Optional Day(s) Incentive Program will result.

APPENDIX D

LIST OF PROGRAMS

Full-time Instructional Programs & Professional Services

Accounting Programs
Administrative Office Management
Adult Basic Education/General Education Development
Anesthesia Technologist
Applications Developer
Associate Degree Registered Nurse
Auto Body Repair & Refinishing
Automotive, Ford ASSET
Automotive Technology/ ITEC
Automotive Technology
Band Instrument Repair Technology
Central Service Technician
Civil CADD
Commercial Building Engineer
Computer Applications
Computer Network Technology
Computer Science
Construction Management and Construction Trades Preparation
Counseling
Culinary Arts
Custodial Training
Dental Assistant
Early Childhood Careers
Electrical Plant Maintenance
Engineering Design Technology
English as a Second Language
Field Surveying Technician
Industrial Engineering
Kitchen Major Appliance Technology
Land Surveying Technician
Land Surveying Technician-Geospatial Science
Legal Assistant
Librarian
Major Appliance & Refrigeration Technology
Massage Therapy Practitioner
Medical Assistant
Medical Office Programs
Ophthalmic Assistant
Pharmacy Technician
Precision Machining Technologies
Professional Baking
Refrigeration Technology-Domestic/Commercial
Surgical Technologist
Veterinary Assistant
Welding

APPENDIX E

DISMISSAL

Section 1 Employee Categories Covered

Dismissal of a faculty member during the term of his or her appointment shall be governed by the remaining subsections of this Appendix. It is agreed that this Appendix provides the exclusive means for resolving disputes regarding terminations and that such disputes shall not be subject to the grievance procedure of the Agreement.

Section 2 Sufficient Cause for Dismissal of an Employee

A faculty member shall not be dismissed prior to the written terms of the appointment except for sufficient cause.

Sufficient Cause for dismissal of an employee shall include, but be not limited to:

- a. Grounds constituting sufficient cause under RCW 28B.50.862;
- b. Incompetence in the performance of professional duties;
- c. Neglect of duties;
- d. Malfeasance;
- e. Willful violation of college rules and regulations;
- f. Gross misconduct;
- g. Sexual or other harassment;
- h. Abuse of students or staff;
- i. Theft or embezzlement of state property; or,
- j. Willful insubordination.

Misconduct of a potentially criminal or otherwise unlawful nature may be referred to the appropriate law enforcement authorities.

Section 3 Composition of the Dismissal Review Committee

A five (5) member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established. The members shall include one administrator, one full-time student and three tenured faculty members.

The administrator shall be selected by the President or designee.

The student member, who shall be a full-time student, will be selected by the student body in such manner as the students shall determine or, in the absence of such action by the student body, by the College President or designee and the Union President or designee.

The three (3) tenured faculty members shall be duly elected at a general membership meeting of the Union. The faculty members for the Dismissal Review Committee shall be elected no later than October 15 of any academic year and will serve a one (1) year term. The Union will also elect three (3) tenured faculty members as alternates.

The Dismissal Review Committee will select one of its members to serve as chair. In no event shall a member of the committee sit in judgment of her/his own case, or in instances of potential conflict of interest.

In the event of a vacancy on the committee, a replacement shall be selected within (15) calendar days of the vacancy in the manner outlined above. It is understood and agreed that it may not always be practicable to identify a student member who is willing and able to serve, and the committee may proceed in the absence of the student member.

APPENDIX E DISMISSAL (continued)

Section 4 Preliminary Proceedings

Except in the case of reductions-in-force (which are governed by Article 13 of this Agreement), the President or designee shall provide written reasons for considering the potential dismissal of a faculty member and shall provide an opportunity for the faculty member to meet informally with the President or designee to discuss the concerns. The faculty member may have a union representative present at this meeting. The matter may be informally resolved at this point by mutual agreement. The President shall place the letter and/or any resolution agreement in the faculty member's personnel file unless mutually agreed otherwise.

Section 5 Formal Procedures Relating to Dismissal of an Employee

If the College President determines that dismissal proceedings should be initiated, the President shall specify in writing the alleged grounds constituting sufficient cause for dismissal and shall provide such written notice to the faculty member and to the Union. The notice shall include:

1. A statement that the faculty member has a right to a hearing (the hearing must be held on not less than fifteen (15) calendar days' written notice).
2. A statement of legal authority and jurisdiction under which the hearing is to be held.
3. A reference to the particular College rules or policies that are involved.
4. A summary stating with reasonable particularity the alleged facts constituting the grounds for dismissal.

The faculty member shall have fifteen (15) calendar days from the date of the notice of dismissal to request a hearing by providing written notice of the request to the College President. The faculty member's failure to request a hearing within such time shall constitute the faculty member's acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing, or the faculty member's failure to request a hearing, shall be confirmed in writing by the College President to the faculty member, the Union, and the Board of Trustees.

Section 6 Procedural Rights

A faculty member who timely requests a hearing shall be entitled to one formal adjudicative proceeding conducted in accordance with the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:

1. The right to confront and cross-examine witnesses, provided that, when a witness cannot appear and compelling reasons exist, the identity of the witness and a statement of the witness reduced to writing shall be disclosed to the faculty member prior to the hearing.
2. The right to be free from compulsion to divulge information which the faculty member could not be compelled to divulge in a criminal proceeding.
3. The right to be heard in the faculty member's own defense and to present witnesses, testimony and evidence on all issues involved.
4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
5. The right to a representative of her or his choosing who may appear and act on the faculty member's behalf at the hearing.
6. The right to have witnesses sworn and testify under oath.

APPENDIX E DISMISSAL (continued)

Section 7 Conduct of Formal Hearing

- 7.1 *Appointment of Hearing Officer.* Upon receipt of a timely request for a hearing, the College President shall notify the Board and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and not a member of this institution or the Assistant Attorney General currently assigned to the College.
- 7.2 *Responsibilities of Hearing Officer.* It shall be the role of the hearing officer to conduct the hearing in accordance with RCW 34.05 and this Agreement. The duties of the hearing officer include but are not limited to:
- 7.2.1 Administering oaths and affirmations, examining witnesses and receiving evidence;
 - 7.2.2 Issuing subpoenas;
 - 7.2.3 Taking or causing depositions to be taken;
 - 7.2.4 Regulating the course of the hearing;
 - 7.2.5 Holding conferences for the settlement or simplification of the issues by consent of the parties;
 - 7.2.6 Disposing of procedural requests or similar matters;
 - 7.2.7 Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearing;
 - 7.2.8 Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
 - 7.2.9 Assisting the Dismissal Review Committee in the conduct of its responsibilities;
 - 7.2.10 Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to employees and students, and reviewing any evidence offered by same;
 - 7.2.11 Preparing proposed findings of fact and conclusions of law and a recommended decision. Within thirty (30) calendar days after the conclusion of the formal hearing, or as soon thereafter as reasonably practicable, the written recommendation of the hearing officer will be presented to the College President, the Dismissal Review Committee, the affected faculty member, the Union, and the Board;
 - 7.2.12 Being responsible for preparing and assembling a record for review by the Board which shall include: all pleadings, motions and rulings; all evidence received or considered; a statement of any matters officially noticed including any refusal to testify on the part of any affected employee; all questions and offers of proof, objections and rulings thereon; proposed findings, conclusions of law and a recommended decision; and the recommendations of the Dismissal Review Committee;
 - 7.2.13 Assuring that a transcription of the hearing is made and that the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
 - 7.2.14 Deciding, in accordance with RCW 34.05 and in consultation with the Dismissal Review Committee, whether the hearing or any part of the hearing shall be closed to the public or whether particular persons shall be permitted or excluded from attendance.
- 7.3 *Responsibilities of Dismissal Review Committee.* The responsibilities of the committee shall be to:
- 7.3.1 Receive guidance from the hearing officer regarding the conduct of its responsibilities;
 - 7.3.2 Review the case of the proposed dismissal;
 - 7.3.3 Attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses;
 - 7.3.4 Hear testimony from all interested parties, including but not limited to, other employees and students, and review any evidence offered by same;
 - 7.3.5 Arrive at its recommendations in conference on the basis of the evidence received into the record of the hearing. Within twenty-five (25) calendar days after the conclusion of

APPENDIX E, Section 7.3.5 DISMISSAL (continued)

the formal hearing, or as soon thereafter as reasonably practicable, the written recommendations of the committee will be presented to the hearing officer, the faculty member, the College President, and the Union.

- 7.4 *Final Decision by the Board.* The case shall be reviewed by the Board as follows:
- 7.4.1 Board review shall be based on the record of the hearing and on any record made before the Board, except that the Board shall not receive new evidence;
 - 7.4.2 The Board may permit an opportunity for oral or written argument or both by the parties or their representatives;
 - 7.4.3 The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board. The Board shall, within a reasonable time following the conclusion of its review, notify the affected faculty member in writing of its review decision and final order. If applicable, the final order shall specify the effective date of dismissal.
- 7.5 *Effective Date of Dismissal.* The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's review decision and final order as determined at the discretion of the Board.
- 7.6 *Appeals from Final Decision.*
- a. *Petition for Reconsideration.* The faculty member may petition the Board for reconsideration of its review decision and final order by filing a petition for reconsideration within fifteen (15) calendar days after service of the final order. The filing of a petition for reconsideration is not a prerequisite for seeking judicial review, but the time for filing a petition for judicial review does not commence until the Board disposes of the petition for reconsideration. The petition for consideration shall be deemed denied if within twenty (20) calendar days from the date the petition is filed the Board neither disposes of the petition nor serves written notice of the date by which the petition will be acted upon.
 - b. *Petition for Judicial Review.* The faculty member may petition for judicial review of the Board's review decision and final order by filing a petition for judicial review within thirty (30) calendar days after service of the Board's final order in accordance with the filing requirements of the Administrative Procedure Act, RCW 34.05.
 - c. *Petition for Stay.* The filing of a petition for reconsideration or petition for judicial review shall not stay the effectiveness of the Board's decision and final order. The faculty member may petition the Board to stay the effectiveness of its final order by filing such petition within fifteen (15) calendar days after service of the order, unless otherwise provided in the final order.

Section 8 Suspension

Suspension by the College President during the administrative proceedings (prior to the final decision of the Board) is justified if immediate harm to the affected faculty member or others, or to the educational program, is threatened by his or her continuance. Any such suspension shall be with pay unless reassignment has been offered to and refused by the employee.

APPENDIX E DISMISSAL (continued)

Section 9 Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the employee, the Dismissal Review Committee, administrative officers, the Union or the Board until all administrative proceedings and appeals have been completed.

Section 10 Time Limits

The term “days” as used in this Appendix means calendar days except where working days are specified. Working days are those days on the College’s instructional calendar. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included.

MEMORANDUM OF UNDERSTANDING
BETWEEN
RENTON TECHNICAL COLLEGE
AND
RENTON FEDERATION OF TEACHERS

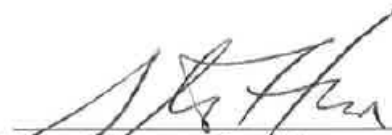
Renton Technical College (hereafter, "College") and the Renton Federation of Teachers, Local 3914 (hereafter, "Union") hereby agree that beginning in the 2013-14 school year full time teaching days will be comprised of one hundred and sixty five (165) contact days and nineteen (19) non-contact days. In conjunction with this change the academic calendar will be revised so that the length of the fall, winter and spring quarters will each be eleven (11) weeks (fifty-five (55) days) of student contact time for a total of 33 contact weeks (one hundred and sixty five (165) contact days). Summer quarter scheduling will not be affected by this change.

The College and the Union mutually agree that part time faculty will not suffer loss in pay due to implementation of this change.

For the 2012-13 and 2013-14 school years, as part of the Optional Days Incentive Program, full time faculty may opt to apply the 40 hours of compensation for required curriculum changes each year. Exercising this option is subject to approval by the employee's immediate supervisor.

The College and Union mutually agree to work together to identify and implement the steps necessary to make this change.

FOR RENTON TECHNICAL COLLEGE



Steve Hanson, President

4/25/12

Date

FOR THE RENTON FEDERATION OF
TEACHERS



Rick Geist, RFT President


4/25/12

Date

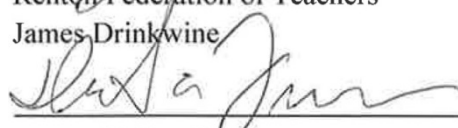
Signed this 5th day of June, 2012



Board of Trustees
Tyler Page, Chair



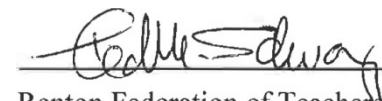
Renton Federation of Teachers
James Drinkwine



Renton Federation of Teachers
David Freeman

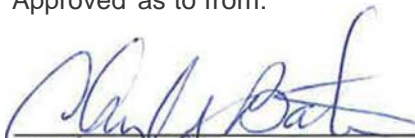


Renton Technical College
Steve Hanson, President




Renton Federation of Teachers
Theodore Schwarz


Approved as to from:



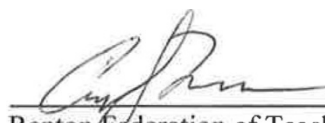
Cheryl Batenla J1
Assistant Attorney General



Renton Federation of Teachers,
Loca13914, WFT/AFT/AFL-CIO
Rick Geist, President



Renton Federation of Teachers
Glenda Hanson



Renton Federation of Teachers
Connie Tran

MEMORANDUM OF UNDERSTANDING
BETWEEN
RENTON TECHNICAL COLLEGE
AND
RENTON FEDERATION OF TEACHERS

The following Memorandum of Understanding ("MOU") is entered into by and between Renton Technical College ("RTC") and the Renton Federation of Teachers, Local 3914 ("Union"):

AGREEMENT

Whereas representatives for both parties agree that full time faculty was not discussed specific to the MOU signed on April 25, 2012 specific to part time faculty contracts and 11 week quarters; AND

Whereas representatives for both parties agree that the MOU signed on April 25, 2012 is not specific as to whether full time faculty were intended to be included in the statement:

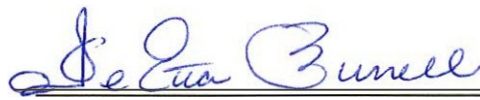
"The College and the Union mutually agree that part time faculty will not suffer loss in pay due to implementation of this change."

It is agreed that for the 2013-2014 Academic Year, full time faculty that teach moonlight status courses will be paid the supplemental hours as calculated for employees with part time faculty status. The 2014-2015 Academic Year will be negotiated separate from this agreement or both parties will be agree to bargain the full contract.

Signed and dated this 10th Day of December 2013



For Renton Technical College
Steve Hanson, President



For Renton Federation of Teachers
De Etta Burrell, President

MEMORANDUM OF UNDERSTANDING
BETWEEN
RENTON TECHNICAL COLLEGE
AND
RENTON FEDERATION OF TEACHERS

Renton Technical College ("College") and the Renton Federation of Teachers, Local 3914 ("Union") agree that additional compensation provided to faculty through Special Assignment Memos and stipends has been in place for more than twelve years;

And the College and the Union agree that the majority of the Special Assignment Memos assigned to faculty represent extra work performed due to the disparate workloads across different disciplines;


The College and the Union are in general agreement that the current pay schedules need to be re-evaluated in order to address different workload between faculty and move to a new compensation system;

And the College and the Union agree that the time necessary to study, negotiate, and implement a new workload and compensation model reaches beyond the scope of the current negotiations, therefore;


The College and the Union agree that management be allowed to continue to award additional compensation for additional work until such time as an agreement is reached or June 30, 2017, provided;

- 1) A functional Task Force is in place by June 30, 2015 and a timeline with specific milestones is documented by August 31, 2015.
- 2) Progress updates on the Faculty Load/Compensation Task Force are made to Cabinet and RFT's executive board on a quarterly basis, commencing summer 2015.
- 3) A procedure to govern additional compensation for part time faculty is agreed to no later than May 31, 2015, for implementation no later than summer quarter 2015.

Signed this 22nd Day of May, 2015.



Steve Hanson, President



Gary Neill, RFT President



MEMORANDUM OF UNDERSTANDING
BETWEEN
RENTON TECHNICAL COLLEGE
AND
RENTON FEDERATION OF TEACHERS

Renton Technical College ("College") and the Renton Federation of Teachers, Local 3914 ("Union") agree that adjunct faculty who have taught regularly at Renton Technical College should have recognition and the opportunity for benefits above those normally associated with regular adjunct employees;

And the College and the Union agree that those receiving additional benefits should also perform and represent the College in an exceptional manner;

And the College and the Union agree that additional time is necessary to craft new Associate Faculty language for the 2015 – 2018 faculty contract, therefore;

The College and the Union agree to collaboratively continue to work on language until March 31, 2016 (or sooner), that allows for

meaningful language that recognizes rigor for becoming and maintaining Associate Faculty status,

provides for a transition period of those currently with Associate faculty status, and,

provides benefits reasonable and commensurate with those who earn and are awarded Associate Faculty Status.

Signed this 30th day of October, 2015



Kevin McCarthy, President



Gary Neill, RFT President

SIGNATURE PAGE

Signed this 18th day of December, 2015




Board of Trustees
Tyler Page, Chair



Renton Federation of Teachers,
Local 13914, WFT/AFT/AFL-CIO
Gary Neill, President




Renton Technical College
Kevin D. McCarthy, President



Renton Federation of Teachers
De Etta Burrell

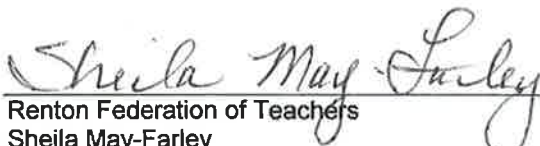
Approved as to form:




Renton Federation of Teachers
Rick Geist



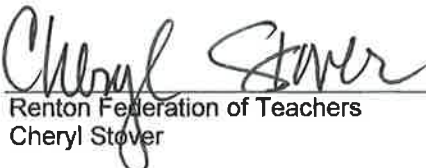
John Clark
Assistant Attorney General



Renton Federation of Teachers
Sheila May-Farley



Renton Federation of Teachers
Sarah Redd



Renton Federation of Teachers
Cheryl Stover