
AGREEMENT
2019-2022

BY AND BETWEEN

The Board of Trustees
of Washington Community College
District No. 2

AND

The Grays Harbor College Federation of
Teachers Local #4984

June 18, 2019

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CONTRACT

BY AND BETWEEN

**THE BOARD OF TRUSTEES OF WASHINGTON
COMMUNITY COLLEGE DISTRICT NO. 2**

AND

**THE GRAYS HARBOR COLLEGE FEDERATION OF
TEACHERS LOCAL #4984**

This is a contract made and entered this 18th day of June, 2019, between the Board of Trustees of Washington Community College District No. 2 (hereafter referred to as Grays Harbor College or GHC) and the Grays Harbor College Federation of Teachers Local #4984 (hereafter referred to as the GHCFT), an affiliate of the Washington Federation of Teachers and the American Federation of Teachers/AFL/CIO. The term GHC used hereafter shall mean the Board of Trustees or its lawfully delegated representatives.

ARTICLE I: RECOGNITION

GHC hereby recognizes the Grays Harbor College Federation of Teachers as the exclusive negotiating representative for all Community College District No. 2 faculty as defined in chapter 28B.52 RCW.

Section 1. Definitions

A. Faculty

Faculty shall mean any teacher, counselor, or librarian who is employed by GHC. Excluded are classified employees, student employees, the chief administrative officers, and any administrator, and other exempt employees in GHC who are excluded by law pursuant to RCW 28B.52 or any subsequent legislation. For purposes of administering this contract, the following categories are created:

1. **Full-time faculty** are annually contracted teachers, counselors or librarians who are paid based on the salary schedule in Appendix B. Full-time faculty may be:
 - a. **Tenure-track**, either probationary or tenured;
 - b. **Non-Tenured**, who are pursuing credentials to enter the tenure-track or who are funded through and have administrative management responsibility (less than 50% time) for grants.
 - c. **Replacements**, who temporarily fill the positions of full-time faculty on leave or temporarily fill a special need (not to exceed six consecutive quarters excluding summer).
2. **Pro-rata faculty** are contracted annually or quarterly and are paid a percentage (75%) of a full-time salary based upon the salary schedule. Pro-rata employees are:
 - a. Proportional faculty whose appointments are partly academic and partly in another area; **or**
 - b. Faculty who teach a full instructional load and conduct office hours and are not expected to perform additional professional duties.
3. **Part-time faculty** are contracted quarterly. Other part-time ancillary contracts are issued for durations required by the specific appointment. All part-time faculty are paid a salary according to the rates established in **Appendix C**.

B. Administrator

Administrator shall mean any individual designated by GHC to perform administrative duties 50% or more of the time.

C. Faculty Titles:

Tenured faculty may use the title of Professor. Non-tenured faculty may use the title of Instructor.

ARTICLE II: MANAGEMENT RIGHTS/RESPONSIBILITIES

GHC, acting on behalf of the State of Washington, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the State Board for Community and Technical Colleges and laws and the constitutions of the State of Washington and the United States.

The management of the college and the direction of the work force is vested exclusively with GHC, subject to the terms of this agreement. All matters not specifically and expressly covered by the language of this agreement may be administered for its duration by GHC in accordance with such policies and procedures as it from time to time may determine.

Both parties agree to collectively bargain as defined in RCW 28B.52.020 (8).

ARTICLE III: WORKING CONDITIONS

Section 1. Non-discrimination

There shall be no discrimination against any faculty member because of race, gender, age, religion, color, ancestry, sexual orientation, physical or mental disability, marital status, nor in violation of current state and/or federal law unless on a bona fide occupational qualification, in the administration or application of the terms of this agreement.

Section 2. New Faculty

When the college hires a new faculty member, the GHC will provide each new faculty member with an orientation package provided by the Union.

Within ninety (90) days following a new faculty member's start date in a bargaining unit position represented by the Union, the GHC will provide the Union, at the Union's written request, access to the faculty member during the faculty member's regular work hours at the faculty member's regular worksite, or at another location mutually agreed to by the GHC and the Union, for no less than thirty (30) minutes, to present information about the Union and this Agreement. This presentation may occur during a formal or informal new faculty orientation provided by the GHC or at another time within the above ninety (90) day period. No faculty member will be required to attend the presentation given by the Union. The GHC will provide notice to the Union President of a new faculty orientation at the same time the new faculty member is given notice.

Grays Harbor College will provide new faculty members with the information and resources necessary to perform their job duties. This may include such things as a new employee orientation guide, an orientation checklist, a welcome packet, relevant contact information, and job shadowing as appropriate.

Section 3. Academic Freedom

Institutions of higher education exist for the common good. The common good depends upon the free search for truth and its free expression. Hence, all faculty shall be free to pursue scholarly inquiry and to voice and publish conclusions.

All faculty shall be free from the fear that others whose views may differ, whether inside or outside the college community, could threaten those faculty members' professional careers.

All faculty shall have freedom in the instructional setting, and in presenting the subjects that they teach, within established course outlines. Faculty must have adequate safeguards of their academic freedom to ensure freedom of learning, teaching, investigation, and publishing. Faculty shall be free from institutional censorship or discipline when they speak, write, or act as long as they exercise academic responsibility in the instructional setting. Academic responsibility entails attention to the learning objectives of one's teaching assignment and respect for the dignity and uniqueness of other people.

Section 4. Faculty Liability

The Revised Code of Washington provides for the defense and indemnification of all state officers and employees whose good-faith performance of their official duties gives rise to a liability claim. Such liability claims shall be processed under chapter 4.92 RCW and chapter 28B.10 RCW.

Section 5. Copyrights and Patents

- A. This section describes the college's policies and procedures for copyrightable educational materials and other intellectual properties. Its objectives are:
- to enable the college to foster free and creative expression and exchange of ideas and comment;
 - to establish principles for the equitable distribution of any income derived from copyrightable material produced by faculty; and
 - to protect the college's assets.
- B. The general policy of the college is that ownership of all material objects and rights in copyright shall remain with the creator unless the work is a "work made for hire" in the terminology of copyright law.
- C. Institutional works are those intellectual properties created by faculty members in the course of and as a part of the specific duties of contractual employment. The ownership of institutional works shall vest in GHC and be copyrighted or patented, if at all, in its name.
- D. Personal efforts are any intellectual properties created by faculty members that are not institutional works. The ownership of personal efforts shall vest in the faculty members and be copyrighted and patented, if at all, in their names.
- E. If, in some rare cases, the distinction between products created as institutional works and those created as personal efforts remains unclear, GHC agrees to notify all faculty members who intend to create such products that it is advisable to enter into a copyright agreement. The ownership, copyright and/or patent of such products shall vest in the person designated by written agreement between the parties entered into prior to completion of production. In the event there is no such written agreement entered into, the ownership shall vest in GHC.

Section 6. Faculty Authors Using Their Textbooks in Their Classes

The Executive Ethics Act states that faculty members may not have a beneficial interest in a textbook they have assigned to their own students. (RCW 42.52.030) This restriction also applies if the faculty author is a decision maker in the choice of textbooks for other classes if his or her textbook is used in classes taught by other faculty. (RCW 42.52.020 &;

42.52.110). This does not mean that faculty members are precluded from using their own textbooks in their classes. This restriction means that faculty cannot financially benefit from their decision to use their textbook in classes at GHC. However, if a chair or the Vice President for Instruction or a committee that does not include the faculty author, or other instructor, selects/designates the textbook, then the faculty author can use the textbook and legally receive royalties from the textbook.

Section 7. Safety

Faculty shall not be required to work under unsafe or hazardous conditions that endanger the health or safety of themselves or students. Faculty shall report unsafe working conditions to the appropriate administrator. Emergency procedures relating to safety and health issues will be periodically updated and communicated to the faculty.

Section 8. Use of Facilities

If program needs indicate a potential departure from the following guidelines, involved faculty must be fully consulted and options explored prior to making changes.

A. Buildings

All faculty shall be provided access to all buildings and facilities for which they have a legitimate use. Keys shall be issued in accordance with established GHC procedures.

B. Classrooms

All classrooms shall be equipped and assigned in a manner conducive to student learning.

C. Offices

1. All full time faculty shall have their own offices. When office space becomes available, it shall be assigned based on seniority within buildings, unless program needs indicate a departure from this practice.
2. Office space for pro-rata and part-time faculty shall be provided based on teaching load and availability. Part-time faculty who do not have assigned office space shall be provided with space suitable for confidential meetings with individual students.
3. GHC shall respect the security and privacy of the faculty member's office and its contents, consistent with maintenance and custodial requirements.

D. Equipment

1. Faculty should be provided with the instructional equipment necessary to maintain the integrity of academic programs, as determined by GHC.
2. Faculty should be provided with, or have access to, the office and communications equipment needed to fulfill their responsibilities as determined by GHC.

E. Parking

1. Each full time faculty member shall be assigned a specific parking place that shall be reserved until 3 p.m.
2. In addition, there shall be at least 20 parking spaces in the upper parking lots reserved for part-time non-student employees. These spaces should be posted as reserved from 7 a.m. until 10 p.m. and every effort should be made to enforce such parking regulations until 3 p.m. each day.

Section 9. Individual Contracts and Pay Periods

A. Contracts

1. GHC shall provide each faculty member an individual contract in conformity with Washington state law, SBCTC regulations, and this contract.
2. GHC shall issue each quarterly contracted faculty member an individual contract prior to the first day of instruction.

B. Pay Periods

1. Salaries for annually contracted faculty will be paid in eighteen (18) payments (pay dates from October 10th to June 25th) unless they notify the Human Resource Office in writing of their desire to be paid in one of the following four salary options:
 - 19 payments (pay dates from October 10th to July 10th).
 - 18 payments plus a balloon payment equal to 6 pay periods on June 25th of each contract year.
 - 19 payments plus a balloon payment equal to 5 pay periods on July 10th of each contract year.
 - 24 payments (pay dates from October 10th to September 25th)
2. This election may be made once per academic year and must be received by the human resource office no later than August 31st in any contract year.
3. Quarterly contracted faculty shall be paid in equal installments on the 10th and 25th of each month. For part-time faculty starting between the 1st and 15th of each month, the first pay date is the 25th of the month. For part-time faculty starting between the 16th and the end of the month, the first pay date is the 10th of the following month.

Section 10. Faculty Personnel Files

- A. Official faculty personnel files exist to provide formal records of the hiring, qualifications, tenure, evaluation, development and performance of faculty; to serve as personal professional documentation for faculty; to document achievements worthy of recognition; to document good quality performance; and to document serious performance problems not resolved through informal supervisory coaching as described in Article III Section 9.A. Faculty members shall be notified whenever documentation is added to their official personnel files. Further, the file shall contain any material submitted by the faculty member for inclusion.
- B. Appropriate supervisors maintain informal working notes relevant to evaluation of a faculty member's performance. In the event that the supervisor notes concerns that are serious enough to warrant discussion with the faculty member, the faculty member must be given the opportunity to see any documentation included, within legal limits. These informal working notes shall exist no longer than the period between formal evaluations; any informal documentation not forwarded to the official personnel file within this time frame cannot be used for disciplinary purposes unless the supervisor and the faculty member agree to extend the life of the informal documentation.
- C. Official personnel files are maintained in the Human Resources Office. The confidentiality of these records shall be maintained within the limits of the law. A record of access shall be maintained in each individual personnel file.
- D. Faculty members may access their official personnel files during normal business hours.

Section 11. Due Process/Representation

- A. No faculty member shall be disciplined without just cause, which must be documented in the official personnel file as described in section 8 of this article. Discipline will be corrective and will move progressively through informal coaching, written warning/reprimand, and dismissal as appropriate, unless the severity of the employee's action requires otherwise. This sub-section shall not apply to decisions regarding renewal or non-renewal of probationers, decisions regarding the re-hire of part-time or special grant employees, dismissal of tenure track employees, or decisions regarding the re-hire of extra-contractual stipend activities.
- B. In the event that informal coaching fails to resolve a problem, any issues that remain shall be addressed in writing and be made available to the faculty member. The faculty member shall have the right to have a GHCFT representative present at any meeting. No disciplinary action shall be taken until such representation is present or within five (5) days of notification, whichever is sooner.

ARTICLE IV: WORKLOAD AND TERMS OF EMPLOYMENT

Section 1. Responsibilities and Work Week

Assignments of faculty are the responsibility of the Vice President for Instruction or designee consistent with the provisions of this article.

A. Full-time Faculty

1. Responsibilities

Full-time faculty are expected to be on campus, or at other authorized off-campus work locations, engaged in professional responsibilities an average of thirty-two and one-half (32.5) hours per week, during periods of direct instruction. Non-instructional days shall not exceed eight hours per day and shall not be included in the 32.5 hour average. Counselors and librarians are expected to work thirty-seven and one-half (37.5) hours per week with a one-half hour reduction for every class contact hour when their assignment includes direct instruction. Reduced time may be banked and taken at a later date within the same quarter of the direct instruction.

- a) Professional responsibilities within the thirty-two and one-half (32.5) hour week include, but are not limited to teaching and assessment of students; participation at division, department, and/or general faculty meetings; in-service training; curriculum development and preparation; academic advising; service on college committees; and being available to students during weekly scheduled and posted office hours pursuant to this article.
- b) Additional responsibilities that some faculty will choose to take on include club advising; workshops and seminars (including preparation time); and supervision of paraprofessional employees.
- c) All faculty are responsible for their individual parts of the college's documentation of outcomes assessment. This responsibility entails:
 - a. Identifying course-level student outcomes for inclusion in master course outlines and course syllabi for every course taught (for courses taught by multiple faculty members, this is a shared responsibility).

- b. Linking course-level student outcomes to program-level outcomes (for programs taught by multiple faculty members, the development of program-level outcomes is a shared responsibility).
- c. Linking course- and program-level outcomes to institutional outcomes (or Desired Student Abilities).
- d. Assessing student mastery of course-level, program-level, and institutional outcomes on a systematic basis.
- e. Preparing an annual Outcomes Assessment Report that documents the individual instructor's use of outcomes assessment results to improve success in teaching and learning (for courses/programs taught by multiple faculty members, this can be a shared responsibility).

2. Work Week

Typically the work week shall be Monday through Friday, and daily class assignments shall be within an eight (8) hour span. Faculty may volunteer to work an alternate schedule, which may include weekends, as a part of their regular load. The Vice President for Instruction may assign a faculty member to an alternate schedule by mutual agreement or in order to maintain a full load provided that:

- a. there is a legitimate need for the assigned courses to be offered at the assigned times, and
- b. scheduling problems cannot be solved by adjusting class loads for part-time faculty.

3. Condition of employment for Professional Technical Faculty

For all Professional Technical Faculty, certification under WAC 131-16-070 thru 094 is a condition of continued employment.

B. Pro-Rata Faculty

1. Responsibilities

In order to carry out the specific terms of their individual contracts, pro-rata faculty are expected to be on campus, or at other off-campus work locations, engaged in professional responsibilities, which include teaching, assessment, and preparation (or other duties in the case of non-classroom faculty), and should be reasonably available for student consultation.

2. Participation in Meetings

Pro-Rata faculty may voluntarily participate in division, department, and general meetings; curriculum development; in-service training; workshops and seminars; and service on college committees; without compensation.

C. Part-time Faculty

1. Responsibilities

In order to carry out the specific terms of their individual contracts, part-time faculty are expected to be on campus, or at other off-campus work locations, engaged in professional responsibilities, which include teaching, assessment, and preparation (or other duties in the case of non-classroom faculty), and should be reasonably available for student consultation. Teaching faculty are expected to participate in their divisions as appropriate, and to use instructional technology as

appropriate.

2. Participation in Meetings

Part-time faculty may voluntarily participate in division, department, and general meetings; curriculum development; in-service training; workshops and seminars; and service on college committees; without compensation.

Section 2. Academic Calendar

A. Calendar Committee

The GHCFE shall elect three (3) faculty to serve on the calendar committee. The calendar will provide for 173-175 days of service per year for full-time faculty, and will include not less than 150 instructional days and 9 examination days; the remaining days will be designated for advising, in-service, and preparation. For purposes of calculating retirement and other benefits based on the annual calendar, the daily rate of pay shall be based on 1/175 rather than on a variable calendar.

B. Alternate Contract/Counselors and Librarians

By mutual agreement, faculty whose work assignments are not tied directly to the instructional calendar (counselors and librarians) may be issued contracts specifying work days during times when classes are in recess and faculty are not involved in scheduled activities. However, the total number of contracted work days shall not exceed 175 days without extra compensation and mutual agreement between the faculty and the appropriate administrator.

Section 3. Overload

Full-time faculty may voluntarily teach overloads and be paid at the part-time hourly rates established in Appendix C. The appropriate dean or associate dean may approve overloads that do not exceed 4/3 of the faculty member's normal teaching assignment. Permission to exceed the 4/3 workload limit may only be granted by the Vice President for Instruction. Deans are responsible for notifying the Vice President for Instruction of any faculty members in their divisions scheduled to teach more than 4/3 their normal teaching load.

Permission to exceed the 4/3 overload will be based in part on consideration of the following factors:

- Student demand for the course
- Equitable distribution of overloads among interested full-time faculty in the division/department
- Availability of qualified adjuncts
- Commitment to maintaining low student: teacher ratios including reasonable workloads for all faculty.
- Financial Sustainability

Section 4. Additional Remuneration

- A. Additional pay for faculty may be approved for professional activities, if these activities support the academic programs of the college and are above and beyond one's contractual responsibilities.

- B. Academic peers who are assigned to evaluate off-campus peers shall be paid mileage in accordance with OFM regulations. Faculty peers who are assigned to evaluate colleagues outside of their normal working hours shall be compensated for their time.

Section 5. Outside Employment

During the contracted term of employment, full-time faculty are not at liberty to accept any other employment or to engage in any professional or business activity that interferes with the discharge of regular duties or violates the ethics law chapter 42.52 RCW.

Section 6. Instructional Loads

- A. Full time loads shall be calculated on the following basis:
 - 1. The annual load shall be 44-46 load hours.
 - 2. The approved course master file maintained in the Vice President for Instruction's office shall determine the theory and lab components.
 - 3. Load hours shall be calculated as follows:
 - a. The theory component of any course shall be calculated on the basis of one contact hour equals one load hour.
 - b. The lab component of any course shall be calculated on the basis of two contact hours equals one load hour, except as otherwise noted herein.
 - c. The clinical component of nursing classes shall be calculated on the basis of one contact hour equals one load hour. Full-time nursing clinical will account for 36 annual load hours (12 clinical hours per quarter). The academic administrator for Nursing, with individual full-time faculty agreement, will assign 2 to 4 additional load hours in simulation based experience (SBE) to each faculty member.
 - d. For PE Courses, the total contact hours multiplied by .75 shall equal load hours.
 - e. The load value of e-learning courses shall be calculated consistent with this section.
 - f. Simultaneous courses shall be treated as one course.
 - g. Credit bearing standalone courses that meet the definition of a lab course are paid by credit hour. Contact hours remain 2:1.
 - 4. Linked classes, learning communities, and team teaching shall be pro-rated among the participants.
 - 5. Independent study shall be exempted from load calculations.
 - 6. Cooperative work experiences, internships, practicums and private music lessons shall be handled in the following manner:
 - a. Faculty will be paid per student based on 10th day of the quarter enrollment.
- B. Part-time quarter load hours are determined by totaling the lecture hours and the lab hours included in the course descriptions, according to the approved course master file maintained in the Vice President for Instruction's office. Load hours for credit bearing standalone courses that meet the definition of a lab course are paid by credit hour. Contact hours remain 2:1.

Section 7. Class Cancellations

Divisions/Departments will be given the opportunity to make recommendations regarding cancellations of classes in certificate or degree programs. Recognizing that a balanced, in-depth, convenient schedule of offerings should be maintained, strong consideration will be given to the continuation of:

1. Required courses;
2. Sequential courses;
3. A distribution of classes from each area at varying times, and as appropriate, in different locations (i.e. Pacific County).
4. Financial Sustainability
5. Offering Educational Opportunities to students
6. Maintaining predictable schedules for faculty

When it appears a class may be under-enrolled, the appropriate dean or associate dean shall consult with the appropriate Division/Department Chair to problem solve and/or choose alternatives to class cancellation. The Division/Department Chair shall immediately notify the Faculty Member of the determination. Only under unusual circumstances will a class be discontinued after the third (3rd) regularly scheduled class session.

Possible alternatives to canceling a class may include the following:

- Stacking – Adding enrollments together from two or more low-enrolled classes taught in a single quarter; faculty to be paid for one of the courses; total enrollment cannot exceed the cap of any one course
- Clustering -- simultaneous enrollments for different classes taught at the same time; considered a single class
- Averaging enrollment over 2-3 quarters.

Implementation of alternatives to class cancellation require agreement of the affected faculty member and the college administration.

Section 8. Alternate Contract/Summer Quarter

Upon mutual written agreement between a tenured faculty member and the appropriate administrator(s), summer quarter may be worked in lieu of a regular quarter. In such instances, the days worked and compensation shall be the same as if the regular quarter had been worked. The academic year begins with the summer quarter; thus, the faculty would be assigned to work the summer quarter of that year plus two more quarters.

Section 9. Faculty Participation in College Governance

A. Governance

GHC recognizes that faculty expertise, abilities, problem solving skills, and commitment to learning are valuable resources that can assist GHC in making appropriate decisions and setting meaningful directions. It is agreed that administrative procedures and practices shall be maintained which allow input of the considered judgment of faculty in appropriate aspects of college governance.

B. Committees

1. College Committees

- a. In order to provide effective input, full-time faculty are expected to participate on college committees. Part-time faculty are invited to volunteer their time to participate on committees.
- b. The President of GHC determines membership on many college committees. He or she shall designate college committees in the fall of each academic year and ask faculty to indicate which committees they would like to serve on; the President shall then assign faculty to those committees.
- c. The following college committees have faculty membership based on votes by all faculty or groups of faculty: Division/Department Chairs, Instructional Council, Tenure Review, Calendar, Sabbatical, Faculty Excellence, and Dismissal.

2. Faculty Screening Committees

Tenured faculty shall participate as members of screening committees formed to evaluate the qualifications of full-time faculty applicants and full-time instructional administrator applicants, as well as other full-time administrator applicants in areas relevant to faculty work.

C. Divisions/Departments and Chairs

1. The Academic Division/Department Structure

Refer to Article XI, Section 4 for a list of disciplines within the instructional divisions. At the start of the fall quarter of each year, the Vice President for Instruction shall assign academic employees to academic divisions/departments. To qualify as a division/department member with full voting rights, an academic employee must either be a full-time academic employee, or be a pro-rata or part-time academic employee who has had a 50% annualized load for the previous three quarters and who has the firm expectation of returning to the division/department the following academic year. Part-time and pro-rata academic employees who do not meet the qualifications for full voting rights in a division/department are considered ex-officio members of the division/department.

2. Division/Department Chairs

- a. Divisions shall elect their own division/department chairs. The Divisions identified in Article XI Section 4.A.2 shall each elect a division chair. In the Science/Math Division, appropriate members shall elect the following department chairs: Science and Math. The department/division chairs shall report to the appropriate administrator, as well as to the members of their departments/divisions.
- b. Division/Department Chairs are elected to three-year terms, which begin at the end of the academic year. In an election year, the election must be held by the end of May. All voting members of a division/department are eligible to run for chair.
- c. Division/Department chairs shall earn a fixed annual dollar amount as negotiated elsewhere in this contract.
- d. The division/department chair has the following duties and responsibilities:
 - Speaking for and representing the division/department in the administration of the college by serving on the Division Chairs Committee and as a member of

the Instructional council.

- Assisting the appropriate administrator in developing yearly and quarterly schedules.
 - Participating in the selection of part-time and pro-rata academic employees in the division. Management may select part-time faculty without consulting with the division chair when an unexpected vacancy occurs and/or the division chair is not available (such as during summer quarter). In these instances, division chair or union representative will be notified.
 - Compile division/department level outcomes assessment report as required in the GHC instructional assessment plan.
 - Completing such other related tasks as may be assigned by the appropriate administrator.
- e. Division/Department chair will be evaluated annually by both the corresponding academic administrator and the division/department faculty. Division/Department evaluation methodology and forms will be mutually developed at a labor management meeting.
- f. Removal of a division/department chair before the end of the designated term shall be accomplished by a majority vote of the division/department faculty. Requests for a vote to remove a division/department chair may only be called because the chair is not fulfilling duties and responsibilities as outlined in this article.
- g. Together with colleagues in the division, the division/department chair shall advise the appropriate academic administrators by:
- Developing and evaluating current courses. Anticipating and establishing the need for new courses.
 - Planning for continuing education for summer session, evening and off-campus offerings.
 - Anticipating and identifying the need for additional staffing in the division.
 - Assisting in the preparation of the budget relating to the division.
 - Requesting and maintaining equipment and supplies needed and used by division/department members.
 - Planning for future needs with respect to classrooms and laboratories.

ARTICLE V: LEAVE POLICY

Section 1. Professional Leaves

There shall be a program of professional leave which includes:

A. Sabbatical Leave

The purpose of the sabbatical leave shall be to enhance the professional skills of the faculty member through study, research, and/or creative work.

1. Sabbatical leaves may be granted by GHC for one quarter of leave for each six (6) quarters of full-time professional service to Grays Harbor College. The maximum leave is three (3) quarters (one academic year). All full-time, tenured faculty with at least three years of continuous service at Grays Harbor College are eligible to apply for sabbatical leave. The average number of sabbatical leaves to full-time faculty shall not exceed four percent (4%) of the full-time faculty in any given year. Sabbaticals must be taken within one fiscal year.

2. The President (ex-officio member), Vice President for Instruction, an officer of the GHCFT, and a tenured faculty elected by the faculty shall serve as a selection committee to make recommendations to the Board of Trustees.
3. Applications for sabbatical shall be submitted to the Vice President for Instruction by January 20 of the academic year preceding the leave. The sabbatical selection committee should forward its recommendations, its rationale, and all submitted applications to the Board of Trustees by February 20.
4. Projects or plans will be evaluated according to their value to students and to the institution based on one or more of the following criteria:
 - a. The value of the project or plan in relationship to teaching responsibilities, other college goals or professional goals
 - b. The ability of the applicant to achieve goals of the project or plan as based on past experience and academic background
 - c. The benefit of new or additional knowledge in the subject or field to be studied
 - d. The evidence of support (in the form of recommendations and/or financial) from other institutions, foundations, or persons concerned with the proposed plan or project.
 - e. Seniority of the applicant
 - f. The number of quarters of sabbatical leave for which the applicant is eligible. This number is given by the following formula:

$$Q = \frac{NS}{6} - Sp$$

Where Q is the number of sabbatical quarters for which the applicant is eligible, NS is the total number of non-sabbatical quarters that the applicant has served full-time tenure-track, and Sp is the number of sabbatical quarters previously taken by the applicant.

5. Pay during sabbatical leaves shall be at the rate of seventy-five percent (75%) of the regular contract pay. Compensation for leaves of less than an academic year shall not exceed a proportional amount of the annual rate, computed on a daily rate.
6. A sabbatical leave will be contingent upon a signed contractual agreement between the recipient and GHC providing that the recipient shall return to the institution for a period commensurate with the amount of leave granted or return the total remuneration for the leave. Additionally, the faculty shall submit to the Board of Trustees a post-sabbatical written report that demonstrates the degree to which the sabbatical fulfilled its applicant's intent and met selection criteria. The report must be submitted by the last day of the first quarter following return from sabbatical. The board's acceptance of the post-sabbatical report reinstates eligibility for future sabbaticals.
7. All sabbatical leaves count as equivalent service for purpose of salary adjustment and for all other seniority purposes. Faculty returning to the college after sabbatical leave shall return to the same status (classes, class load, office, etc.) as existed when they left.

Any change in status must be agreed upon by the Vice President for Instruction and the faculty granted leave.

B. Faculty Development Leave

1. Leave with full pay may be allowed, at the discretion of the GHC President or the appropriate administrator, to enable faculty to make visitations to observe methods, approaches, and techniques for the purposes of coordinating programs and improving instruction and /or service to students. GHC may pay the expenses incurred by such visitations to the extent authorized by law and other applicable regulations.
2. Faculty may attend, at the discretion of the GHC President or the appropriate administrator, state, regional, and national meetings or conferences of their academic disciplines or occupational specialties. GHC may pay the expenses incurred in such visitations to the full extent authorized by state laws and local regulations as they now exist or are hereafter amended.

C. Retraining Leave

Tenured faculty who, because of program change, reduction, or termination, cannot be effectively assigned may request funds for retraining leaves, paid at seventy-five percent (75%) of the regular contract pay, for up to one (1) year. If approved, such requests shall have priority over other leaves and shall be granted before sabbatical leaves. The GHCFT shall be notified of the application for any such leaves.

Section 2. Leave Without Pay

Leave of absence without pay may be permitted by mutual consent of the applicant and the GHC President or designee.

Section 3. Sick Leave

A. Accrual of Sick Leave

1. Accrual of Sick Leave
 - a. Faculty under contract for employment at full-time for at least three consecutive quarters will be granted one day of sick leave for each calendar month of employment during which services are rendered. These days will be allotted at the commencement of the contract period. Faculty with annual contracts of less than full-time will receive a pro rata share of sick leave which shall be non-compensable for purposes of sick leave buy-out. Full-time faculty who retire or become deceased during a contract period will be eligible for sick-leave reimbursement only up to a limit of one leave day per month for the months worked. Any days of leave that have been claimed beyond that limit shall be converted to leave without pay, with an appropriate adjustment made to the faculty's final paycheck.
 - b. Leave for illness, injury, bereavement and emergencies previously accumulated under Washington State law, rule, regulation or policy by persons presently employed by GHC shall be added to such leave which is accumulated at GHC.

- c. Former GHC faculty who are re-employed by the District within 5 years of leaving the college will have all unused sick leave restored.
- d. Except as otherwise provided in this agreement, accumulated leave under this section which is not taken at the time a person retires or ceases to be employed by GHC, shall not be compensable.
- e. Full time faculty who teach in the summer quarter on a part-time basis may use sick leave accrued under their 175 day contract to cover absences due to illness. It is understood by all the parties that the dollar value of the sick leave used during the summer quarter will be based on the part-time contract. Faculty who are on a 215 day contract may also use their accrued sick leave to cover absences due to illness in the summer quarter. The value of this sick leave will be based on the 215 day contract.

B. Attendance Incentive Program (Annual Sick Leave Buy Out)

- 1. In accordance with RCW 41.04.340, an attendance incentive program is established for faculty of GHC who are eligible to accumulate leave. As prescribed by law, no employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one day for each calendar month during which services are rendered.
- 2. The following specific procedures shall apply in administering the attendance incentive program for faculty at GHC:
 - a. Separate Categories for Sick Leave Earned Prior to July 1, 1980. Leave entitlement shall be accumulated in two separate categories, the first identified as a compensation account and the second as an auxiliary account. Employees with accumulated leave under previous leave policies shall have such accumulations divided between the two accounts so that not more than one (1) day for each calendar month of full-time employment in work status shall be credited to the compensation account. Any days accumulated in excess of one (1) for each calendar month shall be credited to the auxiliary account.
 - b. Compensation for Unused Sick Leave

Eligible employees shall receive monetary compensation for accumulated sick leave as follows:

 - (i) In January of each year an employee may receive compensation for 25% of her/his sick leave balance in excess of 60 days. For compensation purposes, a minimum of 60 days sick leave balance must be maintained.
 - (ii) In the event that fewer sick leave days have been used during the previous year than were accumulated, those days used shall be deducted from the compensation account. In the event that more sick leave days have been used during the previous calendar year than were accumulated, the first days used shall be taken from the compensation account up to the amount accumulated in the previous year. Additional days shall be deducted from the auxiliary account until it is depleted, following which days shall be deducted from the compensation account.

- (iii) Monetary compensation for converted compensable days shall be computed by multiplying .25 by the employee's current daily rate of pay. This rate is then multiplied by the total eligible sick leave to arrive at the amount to be paid the employee.
- (iv) All days converted to compensation will be deducted from the employee's compensation account balance.

C. Compensation at Retirement or Death

1. At the time of separation from state service due to retirement or death, an eligible employee or the employee's estate shall receive remuneration computed by multiplying .25 by the employee's current daily rate of pay. This rate is then applied to the total eligible sick leave days to arrive at the amount due to the employee.
2. Moneys received under this section shall not be included for the purpose of computing a retirement allowance under any eligible retirement system; compensation shall be based upon the employee's salary at the time of separation. For purpose of this agreement, retirement shall not include "vested-out-of-service" employees who leave funds on deposit with the retirement system or employees who withdraw deposited retirement funds.
3. Accordingly, for an employee to qualify for compensation for sick leave, the employee must retire from state service and receive retirement benefit payments from an eligible retirement plan, and for the purposes of this agreement only, retirement due to age shall not be considered to have occurred prior to the attainment of age fifty-five, or 30 years of service credit (at whatever age that may occur).
4. An employee who separates from the district for any reason other than retirement or death shall not be paid for accrued sick leave.
5. No contributions are to be made to the retirement system for such payments.

D. VEBA

Options shall be administered in accordance with applicable statutes.

Section 4. Domestic Violence, sexual assault, and stalking leave

- A. Leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking in accordance with RCW 49.76. 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 in accordance with RCW 49.76. An employee who is absent from work pursuant to RCW 49.76 may elect to use the employee's sick leave and other paid time off, compensatory time, share leave, or unpaid leave time.

Section 5. Granting of Leave

A. Approved Leaves

When approved by the college President or designee, leave for illness, injury, bereavement, emergencies and personal leave days will be granted to faculty as appropriate. When faculty know about the need for upcoming absences in advance, they must submit a leave request to the appropriate administrator for approval. The administrator will respond within six working days of the request. If the administrator fails to respond in six days, the leave request is considered approved.

1. Absence Because of Illness, Injury or Emergency

When faculty cannot appear for work because of illness, injury or emergency, and did not know about the need for absence in advance, they shall notify the college according to administrative procedures established by the Vice President for Instruction.

After completion of one quarter of employment with the college, part-time faculty shall accrue sick leave on a pro-rated basis in accordance with RCW 28B.50.551(2)(b).

This language amendment to Article V, Section 4(A) (1), second paragraph, shall supersede any relevant contract language dealing with how part-time faculty accrue sick leave.

2. Bereavement Leave

Three days of paid bereavement leave shall be granted for a death in the employee's family, as defined in this article. This leave will be separate from sick leave. Bereavement leave may be extended with approval of the President or designee. The Vice President for Instruction shall have the authority to approve bereavement leave for family members or persons not defined in this article.

3. Personal Leave Days

Full-time faculty shall be granted up to four (4) days of paid personal leave per contract year. Part-time faculty shall be granted up to one (1) day of paid personal leave per contract quarter. The purpose of the leave is to provide the opportunity to conduct necessary personal business not covered under sick leave provisions. Personal leave is not cumulative and faculty may not be compensated for unused personal leave. Only two personal leave days may be donated for shared leave. This leave shall not be charged against any other leave account. One personal day is equivalent to the teaching load on the day it is used.

B. Granted Leaves

The right to civil and military, parental, and family leaves is granted by law. Faculty taking such leaves will notify administration of their intent in advance when possible. These leaves are not subject to approval.

4. Civil and Military Leaves

Leave of absence with pay shall be granted faculty who are required to serve on jury duty. Faculty members shall not be required to reimburse the institution for any compensation received for such civil duty. The administration of military leave for all public employees is governed by RCW 38.40.060 and Uniform Services Employment and Reemployment Rights Act (USERRA).

5. Parental Leave

- a. Faculty may take up to two (2) quarters of parental leave for the birth of a child or placement of a child for adoption or foster care. Faculty who take parental leave may use a combination of sick leave, shared leave, and/or leave without pay. During the parental leave, the faculty's benefits will be paid by GHC. Return from such leave shall normally coincide with the beginning of an established quarter.
- b. Parental leave may be taken on a reduced work schedule subject to the approval of GHC.
- c. Faculty planning to take parental leave to care for a newborn or newly adopted child shall provide GHC with written notice at least thirty (30) days in advance when feasible.

6. Family Leave

- a. Faculty are entitled to twelve (12) weeks of family leave in any twelve (12) months as provided for under the Family and Medical Leave Act of 1993. Leave may be granted for the care of the faculty's family member(s) with a serious health condition. Faculty may use a combination of sick leave, shared leave, and/or leave without pay. Full benefits will be paid by GHC for twelve (12) weeks. In addition to the twelve (12) weeks of paid benefits required by FMLA, GHC will allow faculty to have an additional month of paid benefits for parental or disability or family leave if the eligible faculty is placed in pay status for at least one (1) day of that month.
- b. Faculty are eligible if they have worked for GHC as faculty for (1) academic year during the year preceding the start of leave.
- c. Family members normally shall be limited to the following:
Parent, spouse, child, grandparent, grandchild, sister, brother, stepbrother, stepsister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, stepparent, and household members.

7. Washington Family Medical Leave Program effective January 1, 2020

- a. The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

ARTICLE VI: GHC FEDERATION OF TEACHERS LOCAL #4984 RIGHTS

Section 1. Public Information

GHC agrees to furnish the GHCFT access to all public information in accordance with the Public Records Act. Non-confidential material relating to the Board of Trustees' agenda will be furnished to the GHCFT President prior to Board of Trustees meetings.

Section 2. Distribution of Contract

Within thirty (30) days following ratification and signing of this contract, GHC shall make the document available electronically on the college's website. All faculty new to GHC will receive notification from GHC with their individual contracts that they are represented by the GHCFT, and shall be provided with the web address of this contract; this contract shall be available to all applicants for faculty positions.

Section 3. Professional Organizations

Faculty members are professionals, and therefore are encouraged to join organizations both professional and non-professional that contribute to the effectiveness of the faculty within the college and within the community. Allowances may be made for attendance at meetings of such organizations.

Section 4. Representation to Board of Trustees' Meetings

The GHCFT may have representatives, including but not limited to the GHCFT President, who attend all public meetings of the Board of Trustees. Lawfully conducted executive sessions shall not be considered public meetings.

Section 5. Conducting GHCFT Business

Duly authorized representatives of GHCFT shall be permitted to transact official GHCFT business on GHC property.

Section 6. Use of Facilities

- A. The GHCFT and its representatives shall have the right to use GHC's buildings for meetings related to the representation of the bargaining unit.
- B. No charge shall be made for the GHCFT's use of GHC rooms. Equipment owned or rented by GHC may be used by GHCFT for its own purposes to the extent permitted by law.
- C. The GHCFT shall pay for the actual costs of photocopies, long-distance telephone calls, mailing costs, supplies, and materials used.
- D. The GHCFT and its affiliates shall have the right to post notices of its activities and matters of GHCFT concern on GHC bulletin Boards in general, and shall have exclusive use of the bulletin boards, filing cabinet and shelves designated for GHCFT use in the mailroom area of the administration building.
- E. The GHCFT may use faculty mailboxes, telephones and electronic mail for communications related to the representation of the bargaining unit.

Section 7. Bargaining Unit List

GHC will continue to furnish the GHCFT with the names, salary schedule placement and/or hourly rate, and Division membership lists (as described in Article XI, Section 4.A.2 of this contract) for each faculty employed by GHC.

Section 8. Release Time for GHCFT

GHCFT may purchase up to one-third (1/3) release time for the GHCFT President. GHCFT shall reimburse the district \$2,500 for each quarter of release time utilized.

Section 9. New Faculty Orientation

The GHCFT shall have reasonable access during new academic orientation to present information and answer questions.

When the college hires a new faculty member, the College will provide each new faculty member with an information packet provided by GHCFT.

Within ninety (90) days following a new faculty member's start date in a bargaining unit position represented by the Union, GHC will provide GHCFT access to the faculty member during the faculty member's regular work hours at the faculty member's regular worksite, or at another location mutually agreed to by the GHC and the Union, for no less than thirty (30) minutes, to present information about the Union and this Agreement. This presentation may occur during a formal or informal new faculty orientation provided by GHC or at another time within the above ninety (90) day period. No faculty member will be required to attend the presentation given by the Union. GHC will provide notice to the Union President of a new faculty orientation at the same time the new faculty member is given notice.

Grays Harbor College will provide, in a timely manner, new faculty members with the information and resources necessary to perform their job duties. This may include such things as a new employee orientation guide, an orientation checklist, a welcome packet, relevant contact information, and job shadowing as appropriate.

Section 10. Union Dues Deduction

Upon the union's written notice to the employer of authorization from a faculty member covered by this Agreement, GHC agrees to deduct the membership dues, from the salary of the faculty member within two (2) pay periods of receipt of a properly completed request submitted to GHC's payroll office. Such request will be made in writing. GHC will provide payments for all said deductions to the treasurer of GHCFT each pay period.

Section 11. Dues Cancellation

A faculty member may cancel their payroll deduction of dues by the faculty member providing written notice to the Union and the Union subsequently providing written notice to GHC of the cancellation. After receipt of the confirmation from the Union, every effort will be made to make the cancellation effective on the first payroll and not later than the second payroll after receipt of the notice.

ARTICLE VII: HIRING OF FACULTY

Section 1. Qualifications

GHC shall determine minimum qualifications consistent with applicable SBCTC regulations. Faculty paid based on the full-time salary schedule must meet the definition of faculty in Article I Section 1; whenever possible, faculty paid based on the part-time salary schedule should meet the same definition.

Section 2. Procedures for Hiring Full-time Faculty

Hiring of full-time faculty shall be conducted with the participation of screening committees as outlined in the Letter of Understanding Regarding Participation by Faculty in College Governance (see Article IV Section 9.B.2).

Section 3. Procedures for Hiring Pro-Rata Faculty

Hiring of pro-rata faculty is the responsibility of the Vice President for Instruction or designee. Affected faculty will be consulted as determined by the Vice President for Instruction.

Section 4. Procedures for Hiring Part-time Faculty

Hiring of part-time faculty is the responsibility of the Vice President for Instruction or designee. Affected faculty will be consulted as determined by the Vice President for Instruction.

ARTICLE VIII: REVIEW OF FACULTY

Section 1. Tenure Review

A. Intent

1. These procedures are presented as the minimum of evaluation activity required and should not be considered as restricting other evaluation activity.
2. These procedures shall be carried out on a professional basis which serves the best long-term interests of the faculty, and the institution. Committees shall observe the principles of confidentiality in their discussions and deliberations.

B. Selection of the Tenure Review Committee

1. Tenure review committees shall be established for all probationers. The committees shall be responsible for evaluating the probationers until they are either granted tenure or are no longer employed within Community College District No. 2.
2. The Vice President for Instruction shall be responsible for the establishment of each tenure review committee, which shall normally begin functioning no later than the fifth week of the probationer's first academic quarter as faculty.
3. Each tenure review committee shall comprise five members. Faculty members shall be elected to tenure committees at a meeting of tenured faculty called by the Vice President for Instruction.
 - Position #1 - the appropriate division/department chair is automatically nominated; faculty may nominate others for this position at the election meeting
 - Position #2 - the probationer nominates one tenured faculty member; faculty

may nominate others for this position at the election meeting

- Position #3 - nominations for this position will come from tenured faculty at the election meeting
- Position #4 - the President of GHC shall appoint a member of GHC's administrative staff
- Position #5 - a full-time student shall be appointed by the student government president, after the selection process has been reviewed by the Vice President for Student Services or designee.

Faculty will have an opportunity to review and have input on the Tenure Committee Handbook and the Student Tenure Training Packet

A vote shall be taken at the election meeting to determine faculty members to fill positions 1, 2, and 3; the nominee receiving a majority vote for a particular position shall be elected. If no candidate for a particular position receives a majority vote, a run-off election shall be held within five days between the two candidates receiving the largest number of votes. If a vacancy occurs on a tenure committee, the position shall be filled within two weeks by the same selection method employed in the original appointment.

4. At its first meeting, the committee shall elect a chair from among the members in positions 1-4; the committee chair must ensure that all aspects of the committee's responsibilities are carried out as outlined in this section.

C. Creation of Tenure Committee Documents

Participants in the tenure review process are responsible for creating the documentation necessary to substantiate recommendations on tenure. Each of the required documents should be thorough, accurate, and concise. Definitions of these documents, and guidelines for their creation, are provided below.

1. Observation Reports: The class observation report should meaningfully describe a class session observed. The aspects addressed might include mastery of the discipline, interaction with students, use of appropriate teaching techniques, and presentation style. In the case of non-classroom faculty, the observation report should meaningfully describe such instructional activities as workshop presentations, guest lecturers in others' classrooms, and individual instruction/interaction with students. The observation report should make note of noteworthy successes as well as any causes for concern.
2. Self-Evaluation Reports: The annual self-evaluation report is written by the probationer and submitted to the committee in the third and sixth quarters of tenure review. In the self-evaluation, the probationer should address his or her effectiveness in the appointment, engagement in professional growth, professional relationships with students, and cooperation within the college community. For professional technical faculty, this will include his/her progress on the Professional Development Plan for certification. Additionally, the self-evaluation should respond to the committee's comments where appropriate.
3. Quarterly Tenure Reports: The tenure committee's quarterly report is a document which is created and placed in the probationer's file each quarter of the probationer's tenure review period. A good tenure report is thoughtfully prepared

with the full participation of the committee; although it is possible, and even likely, that a written draft will be prepared by the committee chair or another committee member, that draft should be written from notes gathered from the entire committee's input. In creating the reports, the committee should be mindful of the report's readership: each report will be presented to the Vice President for Instruction, the President of GHC, the Board of Trustees, and the probationer.

4. The tenure committee's report should provide a thorough observation of the probationer's performance of all relevant responsibilities as listed in Article IV section 1.A.1. The report should address, as appropriate, the probationer's effectiveness at fulfilling primary responsibilities, engagement in professional growth, professional relationships with students, cooperation within the college community, and responsiveness to the committee's comments, as well as any substantive concerns and discussion points brought to the table during the quarter. It should briefly summarize all reports submitted to the committee, either by committee members or the probationer in the course of their observations, or by members of GHC community outside the committee. When called for, the report must make a clear recommendation. The report should document any changes made by the probationer or recommended by the committee, and should include as attachments any documentation that would clarify the information or recommendations contained in the report.
5. All written reports and recommendations shall be reviewed and acknowledged by all committee members before they become a part of the probationer's file. The committee will make one quarterly report that accurately reflects the viewpoints of all committee members. Any committee member with a differing point of view, not represented in the committee's report, may submit a dissenting report to the committee chair. Any such dissenting reports shall be submitted with the committee's report. Copies of all reports, evaluations and recommendations shall be presented to the probationer in a timely manner. Each quarter, the probationer shall acknowledge, in writing, receipt of the committee's report to the Vice President.

D. Tenure Review Procedures

1. The procedures outlined in this section are intended for the majority of probationers who begin tenure-track employment in the fall quarter. Tenure committees for probationers who are hired at other times of the year will develop mutually with the probationer and the Vice President for Instruction alternate due dates for required reports and recommendations in compliance with state regulations regarding rehiring notification dates.
2. The tenure review committee is responsible for carrying out each of the following procedures during each of the first seven quarters of tenure review activities:
 - a. Hold a meeting allowing time for discussion both with and without the probationer.
 - b. Collect and review student evaluations from all of the probationer's classes (or alternative means of feedback in the case of non-classroom faculty), using the appropriate evaluation instrument as described in Section 5 of this article.
 - c. Two committee members observe at least one class session each (or alternate means of observation in the case of non-classroom faculty) and submit a report

to the committee; committee members shall conduct observations on a rotating basis.

- d. Submit a quarterly report to the Vice President for Instruction; reports must be acknowledged in writing by all committee members as well as the probationer
3. In accordance with RCW 28b.50.852, the standard probationary period is not to exceed nine consecutive college quarters, excluding summer quarter and approved leaves of absence. However, upon formal recommendation of the tenure review committee and with the written consent of the probationary faculty member, the appointing authority may extend its probationary period for one, two, or three quarters, excluding summer quarter, beyond the maximum probationary period established herein. No such extension shall be made, however, unless the tenure review committee's recommendation is based on its belief that the probationary faculty member needs additional time to complete satisfactorily a professional improvement plan already in progress and in the committee's further belief that the probationary faculty member will complete the plan satisfactorily. In the event that a tenure review committee recommends probation beyond the ninth quarter, the committee shall present to the probationer before the end of the eighth quarter written criteria for completion of the ongoing improvement plan. The committee shall then follow the procedures outlined for the sixth, seventh, and eighth quarters of tenure review, as necessary, to complete its duties throughout the additional quarters of probation.

Activities specific to particular quarters in the tenure process, as well as specific due dates for reports and recommendations, are presented in the table on the following page.

Tenure Review Procedures

Quarter	Meeting	Materials Reviewed	Special Activities	DEADLINES for Reports & Recommendations
First	One required. Suggested date: 7 th week Recommended: meet by 5 th week to elect chair	Class observation reports, student evaluations (if available)	Acting chair arrange for student evaluations and observations prior to 7 th week meeting; at meeting, elect committee chair	Submit quarterly report to VPI by Monday of the last week of instruction
Second	One required; two recommended (2 nd with VPI). Suggested date for first meeting: 5 th week. Suggested date for 2 nd : 6 th week.	Student evaluations, class observation reports, syllabi for all classes taught to date		Following meeting with VPI, committee makes rehiring recommendation to the Board of Trustees, submits quarterly report to VPI by Monday of the 7 th week of instruction
Third	One required. Suggested date: 7 th week	Student evaluations, class observation reports, new or revised syllabi, probationer's self-evaluation	Discuss any previous or new problems; review events and progress to date, noting probationer's strengths and weaknesses	Probationer submits self-evaluation report to committee; committee submits quarterly report to VPI by Monday of the last week of instruction
Fourth	One required. Suggested date: 7 th week	Student evaluations, class observation reports, new or revised syllabi		Submit quarterly report to VPI by Monday of the last week of instruction
Fifth	One required; two recommended (2 nd with VPI). Suggested date for first meeting: 5 th week. Suggested date for 2 nd : 6 th week.	Student evaluations, class observation reports, new or revised syllabi	Discuss any previous or new problems; review events and progress to date, noting probationer's strengths and weaknesses; vote on the desirability of continuing the tenure process	Following meeting with VPI, committee makes rehiring recommendation to the Board of Trustees, submits quarterly report to VPI by Monday of the 7 th week of instruction
Sixth	One required. Suggested date: 7 th week	Student evaluations, class observation reports, new or revised syllabi, probationer's self-evaluation	Discuss and review in detail the probationer's progress in preparation for making the first tentative recommendation on tenure	Probationer submits self-evaluation report to committee; committee submits quarterly report to VPI by Monday of the last week of instruction
Seventh	One required. Suggested date: 7 th week	Student evaluations, class observation reports, new or revised syllabi	Problem areas must be addressed; it is now less likely that recurring problems will be corrected by the probationer; the seriousness and long-range consequences of problems must be analyzed carefully from a professional point of view	Submit quarterly report to VPI by Monday of the last week of instruction; report to include second tentative recommendation on tenure
Eighth	Prior to 4 th week		Vote on tenure	Submit final quarterly report, with recommendation on tenure, to VPI by 4 th week

Section 2. Post-Tenure Review

The retention of a competent faculty helps ensure that the mission of Grays Harbor College is being accomplished. Through the joint efforts of faculty and administration, the college shall conduct ongoing assessment of faculty performance using multiple indices (as required by institutional accreditation) including self-evaluation, administrative observation, student-course evaluation, and professional growth.

Assessment activities will take place yearly within a five-year cycle. Yearly ongoing assessment culminates in a comprehensive post-tenure evaluation of each faculty member at least once within each five-year period of service.

For professional technical faculty undergoing post-tenure review, the process will be coupled with the process for the renewal of their five-year professional technical certification.

A. Multiple Indices:

1. Self-Evaluation

Each faculty member undergoing post-tenure review shall write a self-evaluation document that assesses holistically his or her fulfillment of the duties and responsibilities associated with the faculty's appointment including as appropriate but not limited to:

- Teaching and assessment
- Maintaining currency in discipline
- Professional development and growth
- Curriculum development and preparation
- Academic advising
- Availability to students (including weekly scheduled and posted office hours)
- Participation at division, department, and/or general faculty meetings
- Service on college committees
- Supervision of paraprofessionals and/or work study as appropriate
- Other participation in campus life and/or the larger community

Post-tenure professional technical faculty shall also assess his/her skills using the Critical Thinking and Comprehensive Skills on the Grays Harbor College Assessment for Washington State Skills Standards for Professional Technical Instructors. He/she may add a narrative section for additional information.

The self-evaluation will be completed by the faculty member and provided to the appropriate Vice President or Dean **no later than three weeks prior to the end of the five year post-tenure evaluation cycle.**

2. Student-Course Evaluations

See Section 5 of this article for guidelines for developing student evaluation instruments. Non-classroom faculty may develop an alternative evaluation instrument with the approval of the appropriate Vice President.

The course evaluation questionnaire (or alternative document in the case of counselors and librarians) shall serve as the instrument to provide student input to the evaluation process. Instructors will complete student evaluation questionnaires for all courses (or

other activities in the case of counselors or librarians) **one quarter per year** on a rotating basis to be determined by mutual agreement between the faculty member and the appropriate Vice President or Dean. Questionnaires will be collected by someone other than the faculty member, sealed and submitted to the appropriate Vice President or Dean. Copies of all completed student evaluations, as well as a numerical analysis of multiple-choice responses, will be provided to the faculty member.

3. Administrative Observation

For each faculty member undergoing post-tenure review, the appropriate Vice President or Dean will attend the faculty member's class(es) and/or observe other activities on an arranged basis **at a minimum of once per academic year** during the five year evaluation cycle. Following the observation, the appropriate Vice President or Dean will write a summary report and meet with the faculty member to discuss the observation.

4. Professional Growth Plan (PGP)

In collaboration with the appropriate Vice President or Dean, each faculty member undergoing post-tenure evaluation will develop a Professional Growth Plan at the beginning of each five year post-tenure evaluation cycle. Progress toward completion of the plan will be discussed annually. Mutually agreed upon revisions can be made as needed. Proposals for PIUs (Professional Improvement Units) must support identified goals for growth as stated within the PGP. All PIUs must have prior approval from the appropriate Vice President or Dean.

B. Evaluation Periods and Notification:

1. The official evaluation period will be five years.
2. At some mutually agreed upon time during the final quarter of the five year period, the appropriate Vice President or Dean and the faculty member will meet to complete the comprehensive evaluation. This evaluation shall include:
 - a. Discussion of faculty member's Self-Evaluation done once at end of five-year cycle
 - b. Review of yearly Administrative Observation summaries
 - c. Review of yearly Student-Course Evaluations
 - d. Review and discussion of the faculty member's growth as defined in the Professional Growth Plan.
3. The five-year evaluation period will culminate with
 - a. Summary and recommendations by appropriate Vice President or Dean
 - b. Faculty member comments to the above document
 - c. Determination of the faculty member's Professional Growth Plan for the next five-year evaluation cycle

The completed and signed Comprehensive Evaluation form will become part of the faculty member's official personnel file.
4. Standardized forms to document Post-Tenure Evaluation will be mutually developed by administration and faculty as appointed by the GHCFT.

Section 3. Evaluation of Non-Tenured Faculty (as defined in Article I Section 1 A.1.b)

Such faculty will be evaluated annually using multiple indices. For professional technical faculty, the following process will be coupled with the process for the renewal of their professional technical certification.

A. Multiple Indices:

1. Self-Evaluation

Each non-tenured faculty member shall write a self-evaluation document that assesses holistically his or her fulfillment of the duties and responsibilities associated with the faculty's appointment including but not limited to:

- Teaching and assessment
Maintaining currency in discipline
- Professional development and growth
Curriculum development and preparation
Academic advising
- Availability to students (including weekly scheduled and posted office hours)
Participation at division, department, and/or general faculty meetings
- Service on college committees
- Supervision of paraprofessionals and/or work study as appropriate
Other duties as assigned by grant

The self-evaluation will be completed by the faculty member and provided to the appropriate Vice President or Dean **no later than three weeks prior to the end of each spring quarter.**

2. Administrative Observation

The appropriate Vice President or Dean will attend the faculty member's class(es) and/or observe other activities on an arranged basis **at a minimum of once per academic year.** Following the observation, the appropriate Vice President or Dean will write a summary report and meet with the faculty member to discuss the observation. Copies of the observation will be provided to the faculty member.

3. Student-Course Evaluations

The course evaluation questionnaire (or alternative document in the case of counselors and librarians) shall serve as the instrument to provide student input to the evaluation process. In each of the first three quarters of such faculty members' employment and once each academic year beyond the first three quarters, instructors will complete student evaluation questionnaires for all courses. Questionnaires will be collected by someone other than the faculty member, sealed and submitted to the appropriate Vice President or Dean. Copies of all completed student evaluations, as well as a numerical analysis of multiple-choice responses, will be provided to the faculty member. Division/Department chairs may request to review the evaluative materials.

4. Professional Growth Plan (PGP)

In collaboration with the appropriate Vice President or Dean, each non-tenured faculty member will develop a Professional Growth Plan. Progress toward completion of the plan will be discussed annually. Mutually agreed upon revisions can be made as needed. Proposals for PIUs (Professional Improvement Units) must support identified goals for growth as stated within the PGP. All PIUs must have prior approval from the

appropriate Vice President or Dean.

5. Appropriate evaluation forms will be mutually developed by administration and GHCFT.

Section 4. Evaluation of Part-time, Temporary Replacement and Pro-rata Faculty

Evaluation of such faculty members shall occur both on- and off-campus on a regular basis to ensure the effectiveness and quality of the instructional program. Through the joint efforts of faculty and administration, the college shall conduct ongoing assessment of faculty performance using multiple indices including self-assessment, observation, and student-course evaluation.

- A. In each of the first three quarters of such faculty member's employment, and once each academic year beyond the first three quarters, it is the responsibility of the direct supervisor in consultation with the division/department chair to see that the faculty member be observed by a qualified member of the division/department or an appropriate administrator. The observer shall submit a written report to the part-time faculty member and to the appropriate administrator. Division/department chairs may request to review the evaluative materials.
- B. In each of the first three quarters of such faculty members' employment and once each academic year beyond the first three quarters, the faculty member shall be evaluated by students using the required GHC student evaluation questionnaire (see Section 2. A.1 above and **Appendix A**). The questionnaires may be administered manually or via the web. Responses shall be provided to the faculty member and the appropriate administrator. Division/department chairs may request to review the evaluative materials.
- C. At the end of the first quarter of employment each faculty member shall write a self-evaluation document that assesses holistically his or her fulfillment of the duties and responsibilities associated with the appointment. The completed assessment will be submitted to and reviewed with the appropriate administrator. Division/department chairs may request to review the evaluative materials.
- D. Appropriate evaluation forms will be mutually developed by administration and GHCFT.

Section 5. Student Course Evaluations

- A. The student course evaluation forms include:
 - a section common to all evaluations institution-wide, soliciting both quantifiable and qualitative feedback on mandatory topics that are meaningful across the divisions and disciplines (required);
 - a section specific to divisions/departments and their goals, developed by divisions/departments (optional);
 - a section for individual faculty to add their own topics/questions to solicit feedback specific to individual courses (optional);
- B. Divisions/departments and individuals can revise their sections of the form for the good of soliciting meaningful student feedback.

Revisions to the institution-wide section of the evaluation form must be approved by the Division Chairs and the Vice President for Instruction.

ARTICLE IX: DISMISSAL

Section 1.

Dismissal of faculty members not otherwise covered by this article during the term of their individual appointment will only be for just cause.

Section 2. Dismissal Process of Tenured and Probationary Faculty

Tenured faculty shall not be dismissed from their appointments except for sufficient cause. Corrective action appropriate to the specific facts of the case will be taken prior to dismissal in an attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, faculty who hold probationary appointments shall not be dismissed prior to the dates established in the written terms of their appointments except for sufficient cause. (See Article III Section 10)

Section 3. Informal Meeting

Before any official action is taken relating to a dismissal for sufficient cause, the faculty member will be given written notice of the sufficient cause; and explanation of the evidence supporting the determination of sufficient cause; and an opportunity to rebut or refute such determination by either written documentation or in person with the college President. Any meeting requested by the faculty member shall take place no later than ten (10) calendar days from the date of the written notice. The faculty member shall have the right to one (1) GHCFT representative at this meeting.

Section 4. Dismissal Review Committee

- A. A dismissal review committee created for the express purpose of hearing dismissal cases shall be established no later than October 15 of each academic year and shall be comprised of the following members:
1. One (1) member and an alternate chosen by the college President.
 2. Three (3) tenured faculty chosen by the tenured faculty acting in a body and in the following manner:
 - a. Two (2) individuals will be nominated for each of positions one (1), two (2) and three (3) by a district-wide random nomination process as described in (e) below.
 - b. Two (2) individuals will be nominated in the same manner as (a) above to run for each of three (3) alternate positions identified as alternate one (1), alternate two (2) and alternate three (3).
 - c. The nominees receiving a majority of the votes cast will be elected for a one (1) year term.
 - d. In case of a vacancy in position one (1), two (2) or three (3) occurring any time after the election, the vacancy will be filled by the alternates, beginning with alternate one (1).
 - e. A district-wide random nomination process will be developed by GHC and the GHCFT. This nomination process will be designed to remove any element of pre- selection or predisposition from the dismissal review committee selection process.

3. A student representative and an alternate, who shall be full-time students, shall be appointed by the Associated Students of Grays Harbor College.
- B. The dismissal review committee will select one (1) of its members to serve as chair.

Section 5. Formal Procedure Relating to Dismissal of Tenured and Probationary Faculty

- A. After it is determined that formal adjudicative proceedings for dismissal should be initiated, the President shall serve written notice of the proceeding to the affected faculty member and to the GHCFT, and provide copies to the dismissal review committee. The notice shall include:
 1. a statement of the time, place and nature of the proceeding (the proceeding must be held on not less than ten (10) days' written notice); the proceeding must take place within 60 days of the faculty member's receipt of the written notice of reduction-in- force.
 2. a statement of the legal authority and jurisdiction under which the proceeding is to be held;
 3. a reference to the allegations of sufficient cause;
 4. the effective date of separation from service; and
 5. a short and plain statement of the matters asserted.
- B. The affected employee shall have seven (7) days from the date of the notice of proceeding to request a waiver of the proceeding. If the faculty member requests a waiver, this shall constitute an acceptance of dismissal and waiver of any right to a proceeding.

Section 6. Procedure Rights of Affected Faculty

Affected faculty members who have not waived an adjudicative proceeding shall be entitled to one (1) formal, contested case proceeding pursuant to the Administrative Procedure Act, chapter 34.05 RCW, and shall have the following procedural rights (where these procedural rights conflict with State or Federal law, the law shall prevail – see Article XVI Section 1):

- A. The right to confront and cross-examine adverse witnesses;
- B. The right to be free from compulsion to divulge information which they could not be compelled to divulge in a court of law;
- C. The right to be heard in their own defense and to present witnesses, testimony, and evidence on all issues involved;
- D. The right to the assistance of the presiding officer in securing the witnesses and evidence pursuant to chapter 34.05 RCW;
- E. The right to counsel of their choosing who may appear and act on their behalf at the proceeding; and
- F. The right to have witnesses sworn and testify under oath.

Section 7. Duties and Responsibilities of the Dismissal Review Committee

- A. The general duty of the dismissal review committee shall be to submit recommendations through the presiding officer to the Board of Trustees regarding proposed action.
- B. In order to make such recommendations, the dismissal review committee shall:
 1. Hear testimony from all witnesses offered by the parties, including but not limited to other faculty and students, and receive any evidence offered by same.

2. Afford the faculty whose cases are being heard the right of cross examinations and the opportunity to defend themselves and be accompanied by legal counsel and a GHCFT representative.
3. Allow GHC to be represented by an assistant attorney general.
4. Review in its entirety the case of the proposed dismissal.

Section 8. Presiding Officer's Appointment and Duties

- A. A neutral presiding officer, who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of administrative law judges, an employee of the state of Washington or any of its political subdivisions or a member of the Board of Trustees of any community or technical college in the state of Washington, shall be appointed by GHC. The hearing shall be conducted by the presiding officer as an adjudicative proceeding in accordance with the Administrative Procedures Act, chapter 34.05 RCW.
- B. In addition, the presiding officer shall:
 1. Make all rulings regarding the evidentiary and procedural issues presented during the course of the proceeding.
 2. Appoint a court reporter, who shall operate at the direction of the presiding officer, record all testimony, receive all documents and other evidence introduced during the course of proceedings, and attend to any other matters as directed by the presiding officer.
 3. Swear in all witnesses prior to their testimony.
 4. Meet and confer with the members of the dismissal review committee and advise them in regard to procedural and evidentiary issues considered during the course of the committee's deliberations.
 5. Prepare a record which shall include:
 - a. All pleadings, motions and rulings;
 - b. All evidence received or considered;
 - c. A statement of any matters officially noticed;
 - d. All questions and offers of proof, objections and rulings thereon;
 - e. The proposed findings, conclusions and recommendation;
 - f. A copy of the recommendations by the dismissal review committee.
 6. Assure that transcripts of the hearing are made available to either party upon request and payment of the costs of transcription.
 7. Decide, with advice from the dismissal review committee, whether the hearing shall be open or closed.
 8. Within twenty-one (21) calendar days of the conclusion of the hearing, the presiding officer will forward a copy of the record, as set out in this section, to the affected faculty member, the President of the college, and the Board of Trustees.

Section 9. Final Decision by the Board of Trustees

The Board of Trustees shall meet within a reasonable time subsequent to its receipt of the record to review the matter.

The final decision to dismiss or not to dismiss shall rest with the Board of Trustees based on a review of the record. The Board of Trustees shall, within fifteen days following the conclusion of its review, notify the charged faculty member in writing of its final decision. The decision of the Board of Trustees is the final decision of GHC.

Section 10. Appealing the Board of Trustees' Decisions

- A. A dismissed faculty member may petition for judicial review of the board of trustee's decision in Superior Court in accordance with chapter 34.05 RCW. The filing of a petition for review shall not stay enforcement of the decision of the Board of Trustees.
- B. Upon the written mutual agreement of the faculty member (after consultation with the GHCFT) and GHC, which includes a waiver by both parties to their statutory rights, binding arbitration may be utilized as an alternative to the individual appeal process specified in Section 4 of this Article.

Section 11. Suspension

Suspension of faculty by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to anyone is threatened by their continuance. Any such suspensions shall be with pay.

Section 12. 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 faculty member, the GHCFT, the dismissal review committee, the administration or the Board of Trustees until all administrative proceedings and appeals have been completed.

Section 13. Special Provision

In the event of conflicts between the provisions of RCW 28B.50.873 and provisions of this agreement, the provisions of RCW 28B.50.873 shall prevail.

ARTICLE X: FACULTY DISABILITY SEPARATION PROCESS

Section 1

If a tenured faculty member is unable to perform his or her contracted duties on a **permanent basis** due to medical disability, and if the faculty member does not choose to voluntarily separate from employment, the faculty member may be **involuntarily** separated from his or her appointment by the college.

The college is committed to exploring all voluntary options with the faculty member **prior** to considering involuntary separation of the faculty member from his or her tenured appointments. Such options shall include:

- Upon the request of the faculty member, an interactive discussion regarding possible reasonable accommodation options if the faculty member's medical condition meets the covered criteria of the Americans with Disability Act.

- Additionally, the college will provide the faculty member all necessary benefit-related information to allow him or her to consider such voluntary options as retirement, resignation, and, for those who are eligible, consideration for disability insurance payments.
- The faculty member will have the right to union representation at any of these meetings.

It is the college's preference to work with the faculty member's attending licensed physician(s) to determine whether or not the faculty member's medical condition will continue to allow him or her to perform the essential functions of his or her contracted duties. The faculty member will be asked to sign a medical release to allow his or her attending licensed physician(s) to provide the college with the requested medical assessment.

In the event the employee refuses to provide the college with the name of the faculty member's attending licensed physician(s), the college may require a faculty member to obtain a medical examination at college expense from a licensed physician(s) of the college's choice. In such cases, the college shall provide the licensed physician(s) with a description of the faculty member's contractual duties. A determination will be requested from the licensed physician(s) regarding the faculty member's ability to perform the essential functions of his or her position.

Section 2: Disability Separation Procedural Steps

Once the determination is made (based upon the receipt of appropriate medical documentation) that the faculty member can no longer perform the essential functions of his or her position on a permanent basis, and **if** the faculty member does not choose to voluntarily separate from employment, the following shall occur:

1. The faculty member will be given written notice of involuntarily separation from his or her tenured faculty appointment based upon medical verification from a licensed physician (s) that he or she is unable to perform the essential functions of his or her position. Such written notice shall include an explanation of the supporting evidence and notice of an administrative hearing to determine final outcome of the proposed separation from employment.
2. The faculty member shall be advised that he or she will have ten calendar days from the date of the receipt of the written notice to request in writing waiver of the administrative hearing. Such waiver must be sent to the Office of the Vice President for Instruction.
3. The written notice will include a detailed description of the following procedure:
 - a. A neutral presiding officer who shall be an attorney in good standing with the Bar, who is not employed by the Washington State Community and Technical College System shall be appointed by the college and GHCFT to conduct an objective hearing in accordance with the Administrative Procedures Act, Chapter 35.05 RCW.
 - b. Present at this hearing, in addition to the neutral presiding officer, will be the college and its representative, and the faculty member and his or her representative (who may or may not be GHCFT). If requested by the employee, other faculty members may be present.
 - c. This hearing shall occur within forty (40) calendar days of the date of the written notice. The purpose of this administrative hearing will be to provide: (1) the faculty member with an opportunity to present information rebutting the basis of the college's decision for involuntary separation due to medical disability; (2) the college with an opportunity to present information in support of the decision to involuntarily separate the faculty member

due to medical disability; and (3) a record and recommendation to the college's Board of Trustees for approval or disapproval of the college's involuntary separation action.

- d. The record of the administrative hearing shall include:
 - All pleading, motions and rulings;
 - All evidence received and considered;
 - A statement of matters officially noticed;
 - All questions and offers of proof, objections and rulings; Proposed findings, conclusions and recommendations;
- e. Within 20 calendar days of the conclusion of the hearing, the neutral presiding officer shall forward a record of the administrative hearing and a recommendation to the Board of Trustees, the affected faculty member, the President of the college, the appropriate Vice President, the Chief of Human Resources and, with the permission of the faculty member, the President of the Grays Harbor Federation of Teachers, Local 4984.

Section 3: Final Decision of the Board of Trustees

The Board of Trustees shall meet within a reasonable time subsequent to its receipt of the written record of the administrative hearing. The final decision to involuntarily separate a faculty member due to medical disability shall rest with the Board of Trustees. The decision of the Board of Trustees is the final decision of Grays Harbor College.

Section 4: Appealing the Board of Trustees Decision

A faculty member who has been involuntarily separated under the provision of Article X, may petition for judicial review of the decision of the Board of Trustees in Superior Court in accordance with RCW 35.05. The filing of a petition for review shall not stay enforcement of the decision of the Board of Trustees.

Section 5: Public Statements

Statements concerning the time or schedule of the administrative hearing are allowed. However, no public announcements about the case shall be made by the faculty member, the GHCF, the administration or the Board of Trustees until all administrative proceedings and appeals are completed.

ARTICLE XI: REDUCTION IN FORCE

Section 1. Purpose and Limitations of Reduction-in-Force

This article shall govern reduction-in-force at Grays Harbor College.

- A. A reduction-in-force may be declared by GHC only when grounds cited in Section 2 of this article are considered sufficient to require the layoff of tenured faculty or of probationary faculty prior to the expiration of the written term of their individual appointments.
- B. Once declared, a reduction-in-force is deemed to constitute sufficient cause for the layoff of tenured faculty or of probationary faculty prior to the expiration of the written term of their individual appointments.
- C. This article shall only pertain to the lay-off of tenured and probationary faculty.

1. Nothing in this reduction-in-force agreement shall be construed to affect the decision and right of GHC not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.
2. GHC reserves the right to establish the number of full-time, pro-rata, and part-time faculty to be employed.

Section 2. Grounds for a Reduction-in-Force

A. GHC may determine that a reduction-in-force is necessary due to a declaration of financial emergency by the State Board for Community and Technical Colleges. The State Board for Community and Technical Colleges may declare a financial emergency under the following conditions:

1. reduction of allotments by the governor pursuant to RCW 43.88.110(2); or
2. reduction of appropriated funds by the legislature from one biennium to the next; or
3. reduction of appropriated funds by the legislature within a biennium,

B. The GHC Board of Trustees, in accordance with **RCW 28B.50.140**, may determine that the college faces adverse conditions that make a reduction-in-force essential. Such conditions include but are not limited to the following:

1. Elimination or reduction of financing; or
2. Elimination or reduction of programs, courses, or services based upon the following:
 - a. Significantly decreased enrollment in the college or in individual programs or individual disciplines; or
 - b. changes in educational policy and/ or goals.

Section 3. Alternatives to Reduction-in-Force

Prior to implementing a reduction in force, GHC shall give notice of the potential reduction in force to leadership of the GHCFT. Within five days from the date the notice is received by GHCFT, GHC will begin a process of information gathering including discussions and consultations with appropriate administrators, the President of the GHCFT or designee and at least two faculty members appointed by the tenured GHCFT.

Such discussions and consultation shall include exchanges of information concerning the potential need to implement a reduction-in-force and any alternatives or options which any party feels are reasonably available including but not limited to:

- A. Transfer of a faculty member from one instructional assignment within the division or to a vacant position in another division in instances wherein an individual has adequate qualifications;
- B. Provision of means by which an employee can gain additional competencies in those areas considered necessary for the maintenance of quality education at GHC. These means may include: transfer to an administrative or non-teaching position, use of activity supervision as part of the academic load, re-arrangement of employment schedules, etc.;
- C. Use of summer quarter and/or evening courses as a regular part of the academic year to provide a faculty with a full-time load;
- D. Pursuit of job sharing or reduced contracts;

- E. Non-replacement of faculty resignations and retirements;
- F. Non-replacement of faculty leaves for the duration of the time that such leave is applicable;
- G. Incentives for non-mandatory early retirement.

GHC shall provide information including but not limited to the following:

- A. Data indicating budget limitations, lack of funds, change in instructional or service programs or courses, or lack of student enrollment in particular programs, courses or services
- B. Data indicating enrollment and the trends in enrollment for the preceding three years and their effect upon departments or programs
- C. Data indicating present and anticipated service needs of the college and its students and prospective students, including staffing needs
- D. Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave
- E. Changes in educational policies and goals.

Section 4. Procedures for Implementing Reduction-in-Force

A. Divisions and Procedure for Assignment

1. At the start of the fall quarter of each year, the Vice President for Instruction shall assign faculty to divisions listing members by seniority within the division. All tenured faculty and faculty holding probationary appointments shall be assigned to one division most representative of their major assignment. In the event of a reduction-in-force (RIF), employee reductions shall be determined on the basis of the need for staffing within each division.
2. Grays Harbor College DIVISIONS (i.e., Business, Transitions Programs, etc.), for purposes of this document, shall include:

BUSINESS

Accounting
 Business/Business Management
 Computer Information Systems
 Business Technology
 BAS—Organizational Management

TRANSITIONS PROGRAMS

Basic Education for Adults
 English
 English Language Acquisition
 Reading

HUMANITIES AND COMMUNICATION

Art
 Theater Arts and Speech
 English

Film
Foreign Language
Journalism
Music
Philosophy

INDUSTRIAL TECHNOLOGIES

Auto
Carpentry/Cabinetry
CDL
Diesel
Welding

SCIENCE AND MATH

Biology
Chemistry
Earth Sciences
Engineering/Computer Science
Math
Natural Resources/Fisheries/GIS/Forestry Management
Physics
BAS—Forest Resource Management

SOCIAL SCIENCE AND PHYSICAL EDUCATION

Anthropology/Sociology
Criminal Justice
Early Childhood Education
History/Political Science
Human Services
Physical Education/ Health
Psychology
BAS—Teacher Education

LIBRARY

Library

ALLIED HEALTH

Nursing
Medical Assistant

STAFFORD CREEK CORRECTIONS CENTER

STUDENT SERVICES

Counseling

3. Additional divisions may be added by GHC to reflect program additions or by mutual agreement with the GHCFT.

4. Division lists shall be developed annually. Each faculty member shall be ranked in the appropriate division in accordance with the seniority procedures defined in Section 4 C. Any faculty who feel they have been incorrectly placed in a seniority list shall have the right to a hearing before the Vice President for Instruction. Such hearing shall take place within seven (7) days from the time the faculty is notified of this assignment.

B. Order of Reduction

1. Selection of Courses, Programs (i.e., accounting, art, automotive, etc.), and/or Services to be reduced

Upon conclusion of discussions and consultation pursuant to Section 3 above and after due consideration, the President shall determine what programs, courses or services are most necessary and what reductions in programs, courses, or services must be made. The number of faculty to be reduced from each division shall be based on this determination.

2. Selection of Individuals

If a reduction in programs, courses, or services is necessary within a division, the following order of lay-off will be utilized provided there are qualified* faculty remaining within the division to instruct the programs and courses and perform all the needed duties that have been identified as most necessary pursuant to Section 4, B1:

1. part-time, temporary replacement, and pro rata;
2. non-tenured full time;
3. tenure track probationary appointees with the least seniority;
4. tenured faculty with the least seniority.

If the programs, courses or services to be eliminated are occupied by a tenured faculty member, the following shall apply:

1. If the program, course or service to be eliminated is occupied by a single faculty who is the least senior member within the division, this faculty member will be laid off.
2. If the program, course or service to be eliminated is occupied by faculty member(s) who are more senior within the division, the least senior faculty member in the division will be laid off provided that the more senior faculty is qualified* to instruct the programs and courses and perform all the needed duties that have been identified as most necessary pursuant to Section 4, B1.
3. If the more senior faculty member is not qualified* to replace the least senior, the least senior faculty member will be passed over and the next least senior faculty will be considered for layoff following the process described in 2 above.
4. In the event that the more senior faculty member is deemed not qualified* to replace a less senior faculty member within the division, the more senior faculty member will be laid off.

The President's determination of what duties an academic employee is qualified* to perform is not subject to review by the Reduction-in-Force Hearing Committee as defined in Section 4.E.1.

**An academic employee shall be deemed qualified once the President, (with advice from the appropriate vice President, the appropriate division chair and a union representative) determines that the faculty can instruct the programs and courses and perform all the needed*

duties that have been identified as most necessary pursuant to Section 4, B1 and in accordance with WAC 131.16-091 and 131.16-092 and Northwest Accreditation standards.

C. Seniority

1. Seniority shall be determined by establishing the date of the first full-time contract for the most recent period of continuous, full-time professional service for GHC which shall include all leaves of absence and periods of layoff.
2. Administrators will retain tenure in the event they return to their faculty position. Only service time as faculty will count toward faculty seniority.
3. The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where faculty members have the same date of the signing of the first full-time contract, seniority shall be determined in the following order:
 - a. First date of the signature of a letter of intent to accept employment (only if faculty were instructed to submit acceptance in writing); or
 - b. First date of letter of appointment.

D. Notification to Faculty Affected by Reduction-in-Force

1. When the President determines that a reduction-in-force as defined in Section 2 is necessary and has selected the positions to be reduced, the initial step shall be for the President to meet with each affected employee and discuss the proposed layoff with the individual employee in a personal conference which shall be an informal proceeding.

The matter may still be resolved at this step by the use of alternatives such as retraining, reassignment, leave of absence, retirement, resignation, etc.

E. Formal Procedures Relating to Reduction-in-Force

All Reduction-in- Force cases will be consolidated for hearing purposes.

1. Reduction-in-Force Hearing Committee.
 - a. When GHCFT is notified by GHC of the need to implement a reduction-in-force, GHCFT shall **elect** (if not prohibited by the current GHCFT By-Laws) three (3) tenured faculty members to serve on the Reduction-in-Force Hearing Committee.
 - b. GHCFT shall also elect three (3) additional tenured faculty members to serve as alternate members of the Hearing Committee.
 - c. If any tenured faculty elected to the Reduction-in-Force Hearing Committee receives a layoff notice, that faculty shall step off the Hearing Committee and be replaced by an elected alternate.
 - d. No tenured faculty who served in the pre-RIF capacity described in Section 3 of this article shall serve on the Reduction-in-Force Hearing Committee.
 - e. The Reduction-in-Force Hearing Committee will elect one of its members to serve as chair.
 - f. The President of GHCFT, or appointee, may observe the hearing proceedings, serve as an advisor to the tenured faculty on the committee, and, if requested, appear as a witness during the proceedings.

2. The general duty of the Reduction-in-Force Hearing Committee shall be to submit recommendations through the presiding officer (see E3 below) to the Board of Trustees regarding proposed action. In order to make such recommendations, the Reduction-in-Force Hearing Committee shall:
 - a. Hear testimony from all witnesses offered by the parties, including but not limited to other faculty and students, and receive any evidence offered by same.
 - b. Afford the faculty whose cases are being heard the right of cross examinations and the opportunity to defend themselves and be accompanied by legal counsel and a GHCFT representative.
 - c. Allow GHC to be represented by an assistant attorney general.
 - d. Review in its entirety the case of the proposed RIF.
3. A neutral presiding officer, who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of administrative law judges, an employee of the state of Washington or any of its political subdivisions or a member of the Board of Trustees of any community or technical college in the state of Washington, shall be appointed by GHC. The hearing shall be conducted by the presiding officer as an adjudicative proceeding in accordance with the Administrative Procedures Act, chapter 34.05 RCW. In accordance with RCW 28B.50.873, if the faculty member wishes to participate with the Board of Trustees in the selection of the neutral presiding officer, and the faculty member and the Board cannot agree on who the neutral presiding officer should be, the selection of the presiding officer will be made by the presiding judge of the local Superior Court.
4. **The only issue** to be determined by the hearing shall be whether, under the application policies, rules, regulations, or negotiated agreement, the particular faculty members notified of dismissal are the appropriate ones to be laid off.
5. Specific procedures related to the Reduction-in-Force Hearing are found in the Article IX (Dismissal Review) sections listed below. It is understood that all references to “dismissal” in these sections are replaced with “reduction-in-force” when the procedures are applied in the context of reduction-in-force and the Reduction-in-Force Hearing Committee. The specific sections of Article IX that describe procedures applicable to the Reduction-in-Force Hearing Committee are as follows:
 - a. Section 5. Formal Procedure Relating to the *RIF* of Tenured and Probationary Faculty
 - b. Section 6. Procedure Rights of Affected Faculty
 - c. Section 8B. Presiding Officer's Appointment and Duties
 - d. Section 9. Final Decision by the Board of Trustees
 - e. Section 10. Appealing the Board of Trustees' Decisions
 - f. Section 12. Publicity
6. GHC shall make the **final** determination regarding the necessity of a reduction-in-force and the extent thereof.

F. Rights of Laid-Off Faculty

1. Full-time faculty, who have been separated from service as a result of this reduction-in-force procedure, shall have the right to be recalled consistent with the provisions specified below:

- a. Recall lists shall be created and maintained by GHC for each affected division with faculty members listed by seniority.
- b. Recall within a division is according to seniority and qualifications* to teach either a newly created or a vacant full-time position.
- c. The right of recall shall extend three (3) years from the effective date of the lay-off.
- d. Each laid-off faculty member shall keep the GHC Department of Human Resources informed of any change in address.
- e. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified* faculty on the applicable division recall list(s) to accept the vacancies.
- f. Faculty on recall lists who have received written notice by registered mail of an offer of reemployment to a full-time position shall have twenty (20) calendar days to respond. If the individuals fail to respond, their recall right shall be waived. Copies of notices sent to faculty on recall lists must be submitted to the GHCFT.
- g. Upon recall, a faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority which existed at time of lay-off, and shall be placed at the next higher vertical step (if eligible) on the pay scale from where they were at the time of lay-off.
- h. Faculty who were previously assigned to full-time positions shall be recalled to full-time positions, provided that such faculty shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position.
- i. Faculty who are rehired from the recall list may request that the appropriate Vice President or Dean give consideration to the retention of PIUs that existed in the faculty member's professional growth plan at the time of layoff. To be eligible for consideration the PIU must meet the following criteria:
 - i. The PIU is relevant to the duties and responsibilities of the faculty member's new position; and
 - ii. The PIU supports and contributes to the objectives of the new professional growth plan *which will be developed at the time of rehire*.
2. Nothing herein shall be construed to require the consolidation of part-time assignments into a full-time position.

G. Special Provisions

1. Upon the request of a faculty member laid off for reasons of this article, the GHC President shall write a letter to other institutions stating:
 - a. the reasons for the layoff;
 - b. the qualifications of the affected faculty; and
 - c. any other pertinent information which may be of assistance in securing other employment.

ARTICLE XII: SALARY SCHEDULE PLACEMENT AND MOVEMENT

Section 1. Salary Schedule

A. Salary Schedule for Full-Time and Pro-rata Faculty

1. See Appendix B for salary rates.
2. Pro-rata faculty are paid a percentage of their appropriate salary as determined by placement on the salary schedule commensurate with their academic duties.
3. Pro-rata faculty teaching a full instructional load and conducting office hours are paid seventy-five percent (75%) of their appropriate salary as determined by placement on the salary schedule.

B. Salary Schedule for Part-Time Faculty

1. See Appendix C for salary rates.
2. The following pay practices are hereby established for part-time faculty not otherwise paid from the full time schedule.
 - a. In the event of a class cancellation within seven (7) calendar days of its start date or a reassignment to meet workload requirements, the faculty member shall receive \$50 plus compensation for any class time met.
 - b. For all meetings and in-service training assigned by the appropriate administrator, the faculty member shall be compensated at the hourly rate established in Appendix C, section 1 d.

C. Salary Schedule for Ancillary Duties

See Appendix C for salary rates

Section 2. Determination of Placement on Salary Schedule

- A. All full-time faculty who are paid from state-appropriated funds and who are expected to become tenured will be placed on the salary schedule and will not exceed the maximum in any instance.
- B. In case there is any question regarding the credentials of any faculty member, the burden of proof is on the faculty member. Transcripts of officially approved credits must be submitted to the office of the Vice President for Instruction before the credentials of the instructor are determined.
- C. A faculty member may be placed on the salary schedule in any one of three tracks, as determined by the President or designee. Placement on one of three tracks will be determined by the subject area of the teaching assignment, the experience and educational preparation of the faculty member and the training judged most appropriate for the teaching assignment. Thereafter, the faculty member shall not be placed on any other track.
 1. Track 1 - Placement on track 1 is applicable to persons employed to teach academic courses and for whom academic preparation at the master's degree level is the usual requirement.
 2. Track 2 - Placement on track 2 is applicable to persons employed to teach in a vocational field (vocational certificate required) in which academic preparation is available and is the usual requirement, or who already possess academic preparation at the bachelor's degree level or higher.
 3. Track - Placement on track 3 is applicable to persons employed to teach in a vocational field (vocational certificate required) in which qualifications for the position have been earned primarily by on-the-job experience or apprenticeship training.

Section 3. Advancement on Salary Schedule

- A. Full-time faculty shall advance one vertical step on the salary schedule with each year of service consistent with applicable SBCTC rules.
- B. Full-time faculty shall advance horizontally on the salary schedule in accordance with the professional improvement procedures outlined in Section 4 of this article.
- C. Advancement on the salary scale as described in A or B above shall be negotiated as allowed by the legislature.
- D. In columns I and J of the professional Salary Schedule, the completion of 15 PIU shall result in the payment of a stipend equivalent to one horizontal movement. The stipend payments shall not result in an increase to base salary.

Section 4: Professional Improvement Units

The purpose of Professional Improvement is to promote growth that enhances the quality of **Grays Harbor College** and is an essential component of faculty evaluation and institutional accreditation. Professional Improvement (PI) activity is tied to salary advancement and must be part of the Professional Growth Plan (PGP), pre-approved in collaboration with the appropriate Vice President or Dean. Professional Improvement Units (PIUs) can be earned through a variety of activities including but not limited to college course credits. Specific PIU categories are listed below.

PIU activities are beyond contractual obligations. No Professional Improvement Units (PIUs) will be granted for activities which are a normal part of the assignment at GHC or for which the instructor is contracted by GHC. Activities for which a stipend is paid (e.g. Title III, Outcomes, and Exceptional Faculty Awards) may earn PIUs if pre-approved by the appropriate Vice President or Dean and are part of the Professional Growth Plan.

All tenure track and tenured faculty are required to submit a Professional Growth Plan to their appropriate Vice President or Dean. Professional growth plans will be reviewed annually and may be amended with the concurrence of the faculty member and the appropriate Vice President or Dean. (See Article VIII, Section 2).

The mix of activities acceptable for PIUs must be approved by the evaluating appropriate Vice President or Dean and integrated into the PGP.

An activity completed in fulfillment of a Professional Technical Certification Plan is eligible for PIU credit if the activity meets one of the following PIU categories:

1. Accredited University or College Course Work.

For audit only classes, refer to category #2B: Conferences, Seminars, and Workshops.

- a. One quarter credit equals one PIU, and one semester credit equals 1.5 PIU.
- b. Eligible course work includes all graduate or undergraduate credits earned which are
 - a) relevant to the teaching, working, or contractual responsibilities of the employee **and**
 - b) not duplications of earlier professional preparation. (Exceptions may be requested through the appropriate administrator for repeating courses.)
- c. Courses taken for credit at Grays Harbor College which meet the above specifications will be allowable for both PIUs and appropriate salary advancement.

- d. All college or university credits must be verified on an official sealed transcript provided by the faculty member to the appropriate Vice President or Dean. Faculty at Stafford Creek Correctional Center should present the sealed transcript to the Dean for Extended Learning.
 - e. Instructors completing formalized technical course work or formal leadership training at industry, government, or military sponsored courses, will receive PIUs and salary advancement credit (prorated to ten hours equal one PIU) provided that the following conditions are met: a) official evidence of satisfactory completion is provided; b) pre-approval is granted by the appropriate Vice President or Dean; and c) technical training must be related to the faculty member's field of instruction.
2. Conferences, Seminars, and Workshops.
 - a. Twenty hours of participation equal one PIU.
 - b. Participation in meetings, conferences, seminars, or workshops which are relevant to the faculty member's teaching, working, or contractual responsibilities will be accepted. Preparation for participation in conferences is an assumed necessity of the experience and will not be awarded Professional Development credit beyond the actual hours of the meeting. Hours should not be claimed for registration, recreational activities, or meals (unless a speaker is giving a presentation during the meal.)
 - c. Audit-only classes earn PIUs only for class attendance.
 - d. *Preparation for* a leadership role at meetings (such as involvement as a chair, coordinator, facilitator, presenter, commentator, or demonstrator) will be granted credit **in addition to** the actual hours of the meeting.
 - e. Professional Development credit in this category must be justified as being beyond contractual obligations for GHC faculty. (For example, attendance at Professional Day meetings does not qualify.)
 - f. Participation must be documented by one of the following: a) conference or workshop agenda; b) certificate of completion; c) official conference outcome summary; or d) personal notes.
 3. Paid or Volunteer Work
 - a. Forty hours equal one PIU.
 - b. Examples are:
 - Working within the employee's field Volunteering within the employees' field
 - Teaching (**for credit or non-credit**) at another institution
 - Job shadowing another professional relevant to the employee's field
 - c. Examples of valid evidence to document and verify activities are copies of:
 - Contracts
 - Paychecks/Payroll vouchers
 - Written statement by work site **to the** appropriate Vice President or Dean verifying volunteer or work hours or participation
 4. Independent Research, Development and/or Publication.
 - a. Forty hours of activity equal one PIU.

- b. The evidence of independent research and development will be the existence of a specific product resulting from the activity—a technical construction, an artistic creation, or a written document. Materials submitted for publication need not be published for faculty members to receive PIUs.
 - c. Examples of activities within this category:
 - Professional production or construction
 - Creative output related to one's teaching or working field
 - Research in a disciplinary area, and/or writing and publishing efforts
 - d. Hours claimed for Independent Research and Development activities must be outside regular working hours.
 - e. Independent Research and Development activities must be carefully documented to include evidence of time spent, in hours, on the project.
5. Travel
- a. Forty hours of activity equal one PIU.
 - b. Domestic or foreign travel which involves particular experiences or activities which are professionally enriching for the faculty member and which are directly relevant to his/her specific teaching, working, or contractual assignments may be allowable for Professional Development credit. It is experience at the destination of travel, rather than the act of traveling itself, which is worthy of Professional Development credit. It is that experience which must be substantiated by the applicant.
 - c. Preparation for travel through study and research will be assumed as a necessary and normal part of the educational value of travel and will not be granted separate PIUs.
 - d. Travel experiences must be carefully documented to receive Professional Development credit. Documentation must include verifiable evidence *of the applicant's time involved in particular educational experiences*.
6. Curriculum Development Outside Contractual Obligations
- a. Forty hours of activity equal one PIU.
 - b. It is the intent of this subsection to encourage innovation in curriculum development. Curriculum that is substantially new and/or different will qualify in this category. New curriculum PIUs should be tied to:
 - i. New instructional methodologies (examples include but are not limited to: hybrid/online methodologies, new technology, learning communities)
 - ii. Support of GHC's Strategic Plan
 - iii. Based on assessment of changing needs related to industry or occupational standards
 - iv. Based on instructional review process
 - c. Curriculum development must be documented, and curriculum implemented, to receive PIUs. The evidence of curriculum developed will be the existence of a specific product resulting from the activity. Documentation of time spent must be provided to receive PIUs.
7. Other

Other activities may be eligible for PIU credit upon mutual agreement between the faculty member and the appropriate Vice President or Dean. These may include activities that increase a faculty member's understanding of community college students, staff, organization, management, or community college objectives.

PIU activities included in the Professional Growth Plan can be extended over one or more years pending prior approval of the appropriate Vice President or Dean. The deadline for submitting documentation for PIU's for salary advancement is June 1 of every year.

Section 5. Early Notification of Retirement

- A. Early notification of a faculty member's decision to retire is desirable so that ample time is available for selection of a replacement and/or planning for a smooth transition.
- B. Faculty are encouraged to complete the early notification agreement which contains these elements:
 - 1. All tenured faculty are eligible.
 - 2. The agreement must be signed by both parties by November 1 (for spring retirement), May 1 (for fall retirement), or September 1 (for winter retirement).
 - 3. A one-time payment of \$3,000 will be made with the last payment.
 - 4. The payment does not contribute to any retirement plan.
 - 5. The agreement is irrevocable except in cases of unexpected financial emergency and by mutual agreement between both parties.

Section 6: Internships

Grays Harbor College and the Grays College Federation of Teachers, local 4984, agree to research the impact of the current pay structure of faculty doing internships. The college and GHCFT also agree, separate from negotiations, to meet concerning how compensation for internships will be determined.

ARTICLE XIII: GRIEVANCE

Section 1. Definition and Procedure

- A. Prior to starting the grievance process, the parties shall make every effort to resolve any problems informally.
- B. A grievance is defined as a complaint by a faculty member or the GHCFT alleging a violation, misinterpretation or misapplication of the terms of this agreement. All grievances shall be processed through the GHCFT President or designee and presented to GHC in writing during the term of this agreement and processed in the manner and within the time limits herein provided.
- C. When two (2) or more grievances involving the same or similar alleged violation(s) have been submitted, GHC and the GHCFT may agree that said grievances be consolidated.
- D. Matters relating to tenure, probation, evaluation and dismissal shall not be subject to the grievance procedure except as otherwise provided in this contract.
- E. In the event that a grievance arises during the term of this agreement, it shall be handled in

the following manner:

1. Step 1: The grievant and the GHCFT representative if requested by the grievant, shall present a written grievance to the immediate supervisor within twenty (20) calendar days of the date and time of the occurrence of the event giving rise to the grievance, or twenty (20) calendar days from the date and time such event should have been known or it shall be deemed waived. The written grievance shall include facts of the dispute, article(s) of the agreement alleged to have been violated, remedy sought, and shall be signed by the Grievant. The immediate supervisor shall respond within fourteen (14) calendar days after the grievance is so presented. Step 1 shall be deemed concluded upon written response served (in person or certified mail) upon the grievant; then
 2. Step 2: If no settlement is reached as presented in Step 1, the written grievance shall be referred by the grievant to the President or designee within seven (7) calendar days of the conclusion of Step 1. Step 2 shall be deemed concluded upon the President or designee's written response served within fourteen (14) calendar days (in person or certified mail) upon the grievant.
- F. If agreement has not been secured, mediation could be invoked upon mutual agreement of the parties within seven (7) calendar days upon the conclusion of Step 2. Grievance mediation is an optional and voluntary part of the grievance process. When grievance mediation is invoked, the contractual time limits for moving the grievance to arbitration shall be extended by thirty (30) calendar days unless a different period of time is mutually agreeable in writing.

Section 2. Arbitration-Agreement Issues

- A. If no settlement is reached in Step 2 above or through mediation, the GHCFT, at its sole discretion, may refer the grievance to arbitration by written notice to the President within seven (7) calendar days from the conclusion of Step 2.
- B. If such grievance is not referred to arbitration within seven (7) calendar days from the conclusion of Step 2, the grievance shall be considered settled on the basis of the President or designee's decision.
- C. Only grievances which involve a complaint alleging a violation, misinterpretation and/or misapplication of the terms of this agreement, which are filed during the term of this agreement, shall be subject to arbitration.
- D. The GHCFT shall refer matters subject to arbitration to the American Arbitration Association under its voluntary rules within ten (10) calendar days of its written request to the President or designee requesting arbitration.
- E. The arbitrator selected will confer with the representative of GHC and the GHCFT and hold hearings promptly.
- F. The decision of the arbitrator will be submitted to GHC and the GHCFT and will be final and binding upon the parties.

Section 3. Jurisdiction of the Arbitrator

- A. Jurisdiction of the arbitrator is limited to:
 1. Adjudication of the issues which, under the express terms of this agreement and any submission agreement are subject to arbitration; and

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

Section 4. Arbitrator's Fees

The expenses of the arbitrator and all other expenses of the arbitration proceeding, other than those incurred by each party in the presentation of its own case, shall be borne equally by the parties involved.

Section 5. Time Limits

- A. Time limits referred to in this article are considered as maximums but may be waived by mutual agreement in writing.
- B. Failure of GHC to act timely, as required in any of the procedural steps, may move the grievance to the next higher step for consideration. Failure of the GHCFT to timely act will nullify the GHCFT's claim.
- C. For purposes of this article, summer quarter may be excluded from computation of time limits if mutually agreeable.

Section 6. Grievance Processing

- A. All documents, communications and records dealing with the processing of a grievance shall be filed separately and not in a personnel file. Requests by the GHCFT for information

needed for investigating an alleged grievance or processing a filed grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working hours consistent with minimal interference of instructional duties. Faculty testifying in such hearings shall suffer no loss of pay.

- B. By mutual written consent of the GHCFT and GHC, any procedural step may be passed over in favor of action of a subsequent step.
- C. The GHCFT shall be free to exercise their rights under this article without retaliation.

Section 7. Election of Remedies

It is understood by the parties that certain contractual matters may be adjudicated by applicable regulatory agencies as well as the grievance procedure. Utilization of the grievance process is encouraged; however, the final choice to choose either the arbitration provisions of this agreement or the regulatory process rests with the faculty member. The choice of an outside regulatory agency by the grievant shall constitute a waiver of any contractual right to arbitration.

ARTICLE XIV: BENEFITS

Section 1. Enrollment in Classes, Tuition and Fee Waivers

A. Enrollment in Classes

Faculty members are free to enroll in classes taught by other faculty on the campus, whether during the day or in the evening or on weekends, as long as the enrollment does not adversely affect the faculty member's effective performance in assigned duties.

B. Class Audit and Enrollment

Any faculty member employed half-time or greater may attend classes, except for community education classes, on a credit or audit basis at GHC without payment of tuition and activity fees except a \$5.00 registration fee. Such enrollments, however, shall be on a space available basis. Classes taken during the faculty member's regular workday shall be approved by the appropriate vice president.

Section 2. Emeritus Status

- A. As a means of recognizing valued service to the college and also a means of maintaining mutually beneficial contact between the college and retired faculty, emeritus status is recognized. Faculty with ten or more years of employment at Grays Harbor College shall be invited to apply for emeritus status upon retirement. Upon approval by the instructional council and the President, the retiree shall be appointed to emeritus status.
- B. GHC shall provide each emeritus faculty with:
 - 1. shared office space
 - 2. mail privileges in common with full-time faculty.
 - 3. use of facilities such as library, gym and locker room.
 - 4. shared parking privileges.
 - 5. option of participation in graduation and other formal academic exercises.

- C. In exchange for the privileges enjoyed by emeritus appointees, they shall continue to make their expertise available to the college. In addition to informal contacts with students and faculty, specific activities such as guest lecturers shall be encouraged.

ARTICLE XV: EXCEPTIONAL FACULTY AWARDS

Section 1. Basic Agreement

GHC and GHCFT agree to follow the guidelines of RCW 28B.50.841 which governs the use of proceeds from the Exceptional Faculty Endowment Fund.

Section 2. Purpose of Exceptional Faculty Awards

- A. As per RCW 28B.50.835, “the proceeds from the endowment fund shall be used to pay expenses for faculty awards, which may include faculty development activities, in-service training, temporary substitute or replacement costs directly associated with faculty development programs, conferences, travel, publication and dissemination of exemplary projects; to supplement the salary of the holder or holders of a faculty award; or to pay expenses associated with the holder’s program area. Funds from this program shall not be used to supplant existing faculty development funds.

Section 3. Guidelines for Faculty Awards

- A. Awards are available to all part-time, pro-rata and full-time faculty including classroom instructors, counselors and librarians as defined in Article I, Section 1 of this contract. Awards may be received by individual faculty, or by faculty working as a group. Recipients may work at the main campus, Stafford Creek Correctional Center, or G.H.C. education centers.
- B. There are three different faculty awards:
1. Faculty may apply for Faculty Development Awards **for proposals to be accomplished.**
 2. Faculty may be nominated for Faculty Achievement Awards **for achievements already completed.** Nominations may be made by anyone in the college community including the faculty member or group members themselves.
 3. All individuals or groups nominated for the Faculty Achievement Awards (see 2 above) are eligible for Exceptional Faculty Awards. There are two Exceptional Awards, one for full-time (tenured or probationary faculty only) and one for all other faculty as defined in Article I, Section 1. Final selection of the Exceptional Faculty Awards will be recommended to the Board of Trustees by the Awards Committee.
- C. Each nomination or application must be accompanied by an essay that documents how the proposal or achievement **will meet or has met** the criteria set by the awards committee.
- D. A six person committee shall review nominations. Four members of the committee shall be elected each year by the GHCFT and represent three different divisions and SCCC. The remaining two members will be the Vice President for Instruction and an instructional dean or assistant dean appointed by the President.

If a faculty member serving on the awards committee applies for or is nominated for an award, he/she shall recuse him/herself from all discussion and rankings **within that award**

category. To maintain faculty input, the recused faculty will be temporarily replaced by another faculty appointed by the President of GHCFT. This replacement will fully participate in discussions in the award category from which the original member has recused him/herself. The original faculty member may continue to participate in discussion and rankings in award categories for which he/she has not applied or been nominated.

Section 4. The Role of the Exceptional Awards Committee

- A. It is the role of the awards committee to solicit, review, and rank the nominations/applications for faculty awards.
- B. The committee members shall elect a chair during their first meeting.
- C. The responsibilities of the committee shall include but not be limited to the following:
 - 1. Developing specific award criteria for nominations and applications.
 - 2. Monitoring the terms of the basic agreement.
 - 3. Developing and conducting the annual process of soliciting applications and nominations with clearly articulated criteria.
 - 4. Making recommendations regarding award amounts and recipients to the Board of Trustees and the President.

Section 5. Establishment of Criteria

- A. Specific criteria for all faculty excellence awards will be established annually by the committee. The criteria will be clearly articulated and publicized to the campus community for use in applications and nominations for awards.
- B. The specific criteria established by the committee may include, but are not limited to, the following:
 - 1. Enhancement of the teaching and learning process.
 - 2. Development of innovative curriculum
 - 3. Significant improvement of student rates of success.
 - 4. Advancements within the faculty member's discipline.
 - 5. Improvement of the general effectiveness of the college.
- C. When ranking proposals and nominations the committee may consider whether a faculty member has recently received an award, as well as the time-urgency of the application.

Section 6. Distribution of Faculty Awards

- A. The chief financial officer shall provide the Board of Trustees and GHCFT with an annual financial report of the Exceptional Faculty Fund by the end of October each academic year.
- B. By the end of each fall quarter, the Board of Trustees shall complete a review of the financial report and determine the amount likely to be available for awards.
- C. The awards committee shall conduct a process during the fall and winter quarters of each year to solicit and review proposals and nominations for faculty awards.

- D. The awards committee will rank applications for Faculty Development Awards and nominations for Faculty Achievement Awards separately and forward them to the President by the end of the fifth week of each winter quarter. The committee shall make recommendations as to what dollar amounts should be attached to each award.
- E. The committee will make recommendations for the Exceptional Faculty Awards from the pool of nominees for Faculty Achievement Awards in the full-time tenure/probationary and “other faculty” categories.
- F. The President will present the committee’s recommendations to the Board of Trustees at its March meeting.
- G. The Board of Trustees shall review recommendations for all categories and make final decisions about the awards at its April meeting.

All faculty who have received Faculty Development Awards shall be notified immediately.

Faculty who have received Faculty Achievement Awards, and the recipients of the Exceptional Faculty Awards will be honored in an appropriate forum at the end of each spring quarter. Recipients of the Faculty Development Awards will also be presented to the campus community at that time.
- H. Nothing in this article shall oblige a faculty member to accept nomination for a Faculty Achievement Award.

ARTICLE XVI: SAVINGS CLAUSE

Section 1. Applicable Federal and State Laws

This contract shall be contingent upon legislative authorization and funding; all present and future applicable state and federal laws; and those external rules, regulations, and orders having the full force and effect of law. In the event of a conflict between the above and the requirements of this contract, such laws and rules shall prevail over the contract language.

Section 2. Invalidation

Should any provision or provisions become unlawful by virtue of Section 1 above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire contract. If any provision is held invalid, GHC and the GHCFT shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XVII: SCOPE OF THE AGREEMENT

Section 1. Contract Supremacy

This contract constitutes the negotiated agreements between GHC and the GHCFT and supersedes any previous agreements or understandings, whether oral or written, between the parties. This contract shall supersede any rules, regulations, or policies as found in the board policy manual, resolutions, or practices of GHC which shall be contrary to or inconsistent with its terms to the extent of the conflicting areas only.

Section 2. Contract Limits

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

Section 3. Contract Exclusions

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

Section 4. Salary/Benefits Funding

All expenditures for salaries and/or fringe benefits required by this contract are subject to the availability of legislatively appropriated or authorized funds. Such subjects shall be reopened in the event the legislature provides additional funds for such specific purposes or in the event of inadequate funding. Implementation of any salary or benefit adjustment provided for in this agreement shall be consistent with and contingent upon legislative appropriation or authorization and with any subsequent modification thereto.

Section 5. Waiver Clause

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 the opportunity are set forth in this Agreement. Therefore, except as specifically stated in this Agreement, GHC and GHCFT 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 Agreement unless mutually agreed otherwise.

ARTICLE XVIII: UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

GHC and GHCFT agree that disputes which may arise between them shall be settled without resort to strike or lockout. GHC agrees it will not lock out any or all of its faculty during the term of this agreement and the GHCFT agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this agreement.

ARTICLE XIX: DURATION OF THE CONTRACT

Section 1. Length of Contract

This contract shall remain in full force and effect from its execution through June 30, 2022

Section 2. New Contract Negotiations

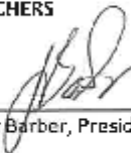
No later than March 1, 2022 this contract shall be considered open for negotiations.

Section 3. Contract Re-opener

Upon mutual agreement, the parties may reopen this agreement.


Signed this 18th day of June 2019, at Aberdeen Washington

**FOR THE GRAYS HARBOR COLLEGE FEDERATION
OF TEACHERS**


Jennifer Barber, President


Jesse Kangas-Hanes, Vice President


Tim Plagge, Treasurer


Jamie Jones, Secretary


Jason Lake, Adjunct Representative


Rich Kautz, SCCC Representative


John Clary, FACTC Representative

**FOR THE GRAYS HARBOR COLLEGE BOARD OF
TRUSTEES**


Denise Portmann, Chair


Arthur A. Blauvelt, Vice Chair


Dr. Harry Carthum


Dr. Paula Akerlund


Astrid Aveledo

Appendix A

Grays Harbor College

Professional Salary Schedule for 175 Day Contract

2019-20

[illegible]

Appendix B

Grays Harbor College

Professional Salary Schedule for 215 Day Contract

Stafford Creek Correctional Center

2019-20

[illegible]

Appendix C
Grays Harbor College
Salary Rates for Ancillary and Other Duties
2019-20
July 1, 2019

Section 1. Part-time Faculty Pay Rates

- A. The part-time compensation for classroom instruction shall \$642.05 per quarter load hour, as defined by Article IV, Section 6.B.
- B. The part-time compensation for counseling and library activities shall be \$42.70 per hour.
- C. The part-time compensation for community special interest instruction shall be \$23.73 per hour.
- D. The compensation for hourly non-instructional ancillary activities shall be \$40.28 per hour.
- E. The compensation for independent study shall be $\$141.80 + (\$50.06 \times \text{number of students})$ per quarter load hour as defined by Article IV, Section 6.B.
- F. The compensation for cooperative learning, internships and practicums shall be \$175.11 per student. (This value is calculated by taking the \$642.05 from Section 1A, dividing by 11 and multiplying by 3. The 3 represents the average number of hours a faculty member is expected to spend per student.)
- G. The compensation for the Bishop Center Ensemble group conductors listed below shall be \$1,259.42 per quarter per group. For each quarter a group meets, there is an expectation of at least one public performance by each group in a venue/setting to be determined in consultation between the conductor, Student Services, and the Ensemble Group Coordinator. (This value is calculated by taking the \$629.71 from Section 1A and multiplying by 2.)

Ensemble groups paid as described in “G”.

Symphony

Concert Band

Opera Series

Civic Choir

Coordination of the Bishop Center Ensemble groups shall be \$1,130 per quarter for, fall, winter, and spring.

Section 2. Ancillary Salaries

The compensation for serving as Division/Department Chair is \$5,950.77 per year, plus an annual stipend of \$541.46 for every full-time tenure-track faculty member over five (5) in the division/department.

The compensation for serving as advisor to the student newspaper is \$4,327.45

Section 3. Development of Online Courses

The compensation for development of online courses shall be:

- A. \$1,500 for first course (subject) converted to wholly online.
- B. \$1,000 for second course (subject) converted to wholly online.
- C. \$500 for every subsequent course (subject) converted to wholly online.

**Portion of AGREEMENT
relating to
Stafford Creek Correctional Center**

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Preamble

Inclusion of faculty who will teach within a correctional facility into this labor agreement presents new challenges to Grays Harbor College Federation of Teachers (GHCFT). Working together in a supportive and harmonious nature is not only a matter of professionalism; it is a matter of safety for the faculty who will be working directly with prison inmates.

ARTICLE I: RECOGNITION

Master contract applies.

Section 1. Definitions

- A. Faculty - Master contract applies except that counselors and librarians at Stafford Creek Corrections Center (SCCC) are employed by the Department of Corrections (DOC), not GHC.
 - 1) Master contract applies.
 - 2) Master contract applies
 - 3) Master contract applies. Part-time faculty are contracted and paid in accordance with Appendix C.
- B. Administrator - Master contract applies.
- C. Faculty Titles - Master contract applies.

ARTICLE II: MANAGEMENT RIGHTS / RESPONSIBILITIES

Master contract applies.

ARTICLE III: WORKING CONDITIONS

Section 1. Non-discrimination - Master contract applies.

Section 2. Academic Freedom - Master contract applies except those areas where the safety and security of the staff and offenders within SCCC might be compromised.

Section 3. Faculty Liability - Master contract applies.

Section 4. Copyrights and Patents - Master contract applies.

Section 5. Faculty Authors Using Their Books in Their Classes – Master contract applies.

Section 6. Safety - Master contract applies with the understanding that although safeguards are implemented to protect staff, this work will be performed within a correctional facility where the potential for violence exists. SCCC faculty are expected to follow all rules and regulations promulgated by the DOC.

Section 7. Use of Facilities - Master contract applies with the following exceptions:

- A. DOC policies shall regulate who is given access to buildings/rooms.
- C. Individual offices are not available. Office space for faculty is subject to DOC policy

and space allocation.

- E. Faculty will not be assigned a specific parking space, nor will reserved parking for instructors be available at SCCC.

Section 8. Individual Contracts and Pay Periods - Master contract applies with the following exceptions:

- B.1) Salary dates for faculty at SCCC will occur on the 10th and 25th of each month of instruction, but the months may differ from the main campus based on a need to provide year-round instruction.

Section 9. Individual Faculty Personnel Files - Master contract applies with the understanding that faculty files may also contain NCIC background checks and fingerprinting documentation.

Section 10. Due Process/Representation - Master contract applies with the understanding that union members that might represent an employee would have to pass an NCIC background check in order to come into the facility. These background checks take approximately two weeks so there would need to be a standing list of people who could be contacted.

Section 11. Substance Use - Faculty working at SCCC must be able to work in a drug/alcohol-free and a tobacco-free environment. Drug testing may be required, if requested by the DOC.

Section 12. Lockdown - In the event of a lockdown:

- A. Applicable DOC policies and regulations shall apply.
- B. SCCC Faculty will:
 - 1) be provided with clear instructions about sick leave, Labor and Industries leave and shared leave;
 - 2) not be subject to any reduction-in-pay if they are unable to leave or enter SCCC;
 - 3) be assigned approved activities if they are able to leave or unable to enter SCCC.

ARTICLE IV: WORKLOAD AND TERMS OF EMPLOYMENT

Section 1. Responsibilities and Work Week

- A. Full-time Faculty
 - 1) Responsibilities - Master contract applies except that the weekly average shall be thirty-five (35) hours per week.
 - 2) Work Week - Typically the workweek shall be five days per week with daily class assignments within a nine-hour span, or four days per week with class assignments within a 13-hour span. Schedules that involve weekend class assignments or exception to the typical workweek may be developed in response to DOC programming and constraints. Individual schedules shall be developed by the Dean for Education, assisted by the faculty liaison, in consultation with affected faculty.
 - 3) Planning Days - There is recognition that SCCC Faculty may need one or more

planning days during the summer quarter for each academic year. It is agreed therefore, that SCCC faculty may individually decide how their nine planning days will be assigned for each quarter of the academic year. Planning days must be spread over at least three quarters of the academic year.

B. Part-Time Faculty

- 1) Responsibilities - Master contract applies.
- 2) Participation in Meetings - Master contract applies.

Section 2. Academic Calendar

- A. Academic Calendar. Master contract does not apply. The annual contract for full-time faculty at SCCC will be for 215 days. Such days shall be assigned within four (4) calendar quarters. SCCC will operate within the academic calendar with the exception of summer quarter which is extended longer at SCCC.

Section 3. Overload - Master contract applies.

Section 4. Additional Remuneration - Master contract applies except that "off-campus peers" shall be "peers away from their usual work station."

Section 5. Outside Employment - Master contract applies.

Section 6. Instructional Loads - The master contract applies with the understanding that all SCCC instructional loads will be computed on the basis of total contact hours multiplied by .50 shall equal load hours.

Section 7. Alternate Contract/Summer Quarter - The master contract does not apply.

Section 8. Faculty Participation in College Governance - The master contract applies.

ARTICLE V: LEAVE POLICY

Section 1. Professional Leaves

- A. Sabbatical leaves - The master contract does not apply. The DOC does not fund sabbatical leaves.
- B. Faculty Development Leave - The master contract applies.
- C. Retraining Leave - The master contract does not apply. The DOC does not fund retraining leaves.
- D. Training Days - Faculty are allowed up to five (5) contracted days of leave for professional development per academic year which require prior approval of the Dean. Any days in excess of five must be non-contracted days which will be determined between the Dean and faculty member. Monies allocated for professional development may be used for either a contracted or non-contracted day.

Section 2. Leave Without Pay – The master contract applies.

Section 3. Sick Leave

- A. Accrual and Granting of Sick Leave - The master contract applies, except sick leave accrual for full time faculty working at least three consecutive quarters will be limited to 80 hours per year.
- B. Attendance Incentive Program - The master contract applies.
- C. Compensation at Retirement or Death - The master contract applies.
- D. VEBA - The master contract applies.

Section 4. Absence Because of Illness - The master contract does not apply. Faculty at SCCC should contact their immediate supervisor, or designee, at the prison.

Section 5. Bereavement Leave - The master contract applies.

Section 6. Civil and Military Leaves - The master contract applies.

Section 7. Personal Leave Days - The master contract applies except the process shall be through the Dean for Education SCCC or his/her designee.

Section 8. Parental Leave - The master contract applies, however, the return of the faculty member does not need to coincide with the beginning of an established quarter.

Section 9. Family Leave - The master contract applies.

ARTICLE VI: GHC FEDERATION OF TEACHERS LOCAL #4984 RIGHTS

Section 1. Public Information - The master contract applies.

Section 2. Distribution of Contract - The master contract applies.

Section 3. Professional Organizations - The master contract applies.

Section 4. Representation to Board of Trustees' Meetings - The master contract applies.

Section 5. Conducting GHCFT Business - The master contract applies subject to DOC access and/or security regulations.

Section 6. Use of Facilities - The master contract applies subject to DOC rules and regulations.

Section 7. Bargaining Unit List - The master contract applies.

Section 8. Release Time for GHCFT - The master contract does not apply. It is contingent upon the DOC contract funding.

Section 9. New Faculty Orientation - The master contract applies subject to DOC access and regulations.

Section 10. Agency Shop - The master contract applies.

ARTICLE VII: HIRING OF FACULTY

Section 1. Qualifications - The master contract applies.

Section 2. Procedures for Hiring Full-time Faculty - The master contract applies.

Section 3. Procedures for Hiring Part-time Faculty - The master contract applies.

ARTICLE VIII: REVIEW OF FACULTY

Section 1. Tenure Review

- A. Intent - The master contract applies with the understanding that anyone who may want to come into SCCC to perform any type of review is subject to passing an NCIC background check.
- B. Selection of the Tenure Review Committee - The master contract applies except to replace the Division Chair (position 1) with the faculty liaison, the student representative (position four) with a DOC employee as designated by the Superintendent of SCCC and where it has the Vice President of Instruction, this be changed to "Vice President of Instruction, or his/her designee."
- C. The Tenure Review Committee's Report - The master contract applies.
- D. The Tenure Review Procedures - The master contract applies with the understanding that for tenure purposes the three (3) calendar quarters worked in full-time status of each year shall be specifically identified to the individual and that reports submitted to the committee could come from the DOC staff.

Section 2. Post-Tenure Review - The master contract applies with the understanding that the Vice President of Instruction can designate another administrator to complete his/her duties as described in this section and an addition to the "multi-part evaluation" to include a fifth section with information from the DOC staff.

Section 3. Evaluation of Non-tenured/Non-probationary Faculty - The master contract applies.

ARTICLE IX: DISMISSAL

Section 1. Master Contract Applies.

Section 2. Dismissal Process of Tenured and Probationary Faculty - The master contract applies with the understanding that sufficient cause for dismissal could include failure to meet the standards and expectations of the DOC.

Section 3. Informal Meeting - The master contract applies.

Section 4. Dismissal Review Committee - The master contract applies except when the person under consideration for dismissal is a faculty member at SCCC - the student representative on the committee would be replaced with a DOC employee as designated by the Superintendent of SCCC.

Section 5. Formal Procedure Relating to the Dismissal of Tenured and Probationary Faculty - The master contract applies.

Section 6. Procedural Rights of Affected Faculty - The master contract applies.

Section 7. Duties and Responsibilities of the Dismissal Review Committee- The master contract applies.

Section 8. Presiding Officer's Appointment and Duties - The master contract applies.

Section 9. Final Decision by the Board of Trustees - The master contract applies.

Section 10. Appealing the Board of Trustees' Decision - The master contract applies.

Section 11. Suspension - The master contract applies.

Section 12. Publicity - The master contract applies.

Section 13. Special Provision - The master contract applies.

ARTICLE X: FACULTY DISABILITY SEPARATION PROCEDURE

The master contract applies.

ARTICLE XI: REDUCTION IN FORCE

Section 1. Purpose and Limitations of Reduction-in-Force - The master contract applies consistent with the statutory requirement to treat SCCC faculty as a separate division.

Section 2. Alternatives to Reduction-in-Force - The master contract applies consistent with the statutory requirement to treat SCCC faculty as a separate division.

Section 3. Grounds for a Reduction-in-Force - The master contract applies.

Section 4. Procedures for Implementing Reduction-in-Force - The master contract applies consistent with the statutory requirements to keep employees as a separate division to be added to A.2 except as follows:

Stafford Creek

Basic Education for Adults/GED

English Language Acquisition

Welding Technology

Drywall

Roofing and Siding

In all other aspects, the master contract, Article XI, Section 4F(i) applies except as follows:

In the event the Department of Corrections contract is delayed and a reduction-in-force of faculty is necessary, there will be no PIU loss when the Department of Corrections contract is reinstated.

ARTICLE XII: SALARY SCHEDULE PLACEMENT AND MOVEMENT

Section 1. Salary Schedule - The master contract applies.

Section 2. Determination of Placement on Salary Schedule - The master contract applies.

Section 3. Advancement on Salary Schedule - The master contract applies contingent upon the DOC funding.

Section 4. Professional Improvement Units - The master contract applies.

Section 5. Early Notification of Retirement - The master contract applies.

Section 6. Internships-The master contract applies.

ARTICLE XIII: GRIEVANCE

Section 1. Definitions and Procedure - The master contract applies.

Section 2. Arbitration-Agreement Issues - The master contract applies.

Section 3. Jurisdiction of the Arbitrator - The master contract applies.

Section 4. Arbitrator's Fees - The master contract applies.

Section 5. Time Limits - The master contract applies.

Section 6. Grievance Processing - The master contract applies.

Section 7. Election of Remedies - The master contract applies.

ARTICLE XIV: BENEFITS

Section 1. Enrollment in Classes, Tuition, and Fee Waivers - The master contract applies.

Section 2. Emeritus Status - The master contract applies.

ARTICLE XV: EXCEPTIONAL FACULTY AWARDS

Section 1. Basic Agreement - The master contract applies.

Section 2. Types of Awards to be Granted - The master contract applies.

Section 3. Criteria - The master contract applies.

Section 4. Steering Committee - The master contract applies.

Section 5. Distribution of Exceptional Faculty Awards - The master contract applies.

ARTICLE XVI: SAVINGS CLAUSE

Section 1. Applicable Federal and State Laws - The master contract applies.

Section 2. Invalidation - The master contract applies.

ARTICLE XVII: SCOPE OF AGREEMENT

Section 1. Contract Supremacy - The master contract applies.

Section 2. Contract Limits - The master contract applies.

Section 3. Contract Exclusions - The master contract applies.

Section 4. Salary/Benefits Funding - The master contract applies contingent upon the DOC funding.

Section 5. Waiver Clause - The master contract applies.

ARTICLE XVIII: UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The master contract applies.

ARTICLE XIX: DURATION OF THE CONTRACT

Section 1. Length of Contract - The master contract applies.

Section 2. New Contract Negotiations - The master contract applies.

Section 3. Contract Reopened - The master contract applies.

Appendix A-C - Master contract applies except where exceptions have previously been noted.