

CONTRACT

RENTON TECHNICAL COLLEGE

and the



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

July 1, 2012-June 30, 2015

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MEMORANDUMS OF UNDERSTANDING

SIGNATURE PAGE

PREAMBLE

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

ARTICLE 1

RECOGNITION

Section 1 Exclusive Recognition

The College recognizes the Union as the sole and exclusive bargaining representative of all full-time and part-time certificated employees of the College.

Section 2 Exclusions

Excluded from the bargaining unit are administrative, confidential and supervisory educational employees and non-supervisory educational employees employed in the College program and non-certificated employees.

ARTICLE 2

DEFINITIONS

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

ARTICLE 2 (continued)

11. "College President" shall mean the chief administrative officer of the College or his/her designee.
12. "Union President" shall mean the president of the Renton Federation of Teachers, Local 3914 or his/her designee.
13. "Program" refers to a full-time preparatory program and non-instructional professional service as listed in Appendix D.
14. "Skill Standards" means the *Skill Standards for Professional-Technical College Instructors and Customized Trainers*, (Olympia, WA: Washington State Board for Community and Technical Colleges, 2000) as it now exists or is hereafter revised.
15. "Same-Sex Domestic Partner" shall be defined by the Washington State Health Care Authority of the Public Employees Benefits Board as it now exists or is hereafter revised.

ARTICLE 3

TERMS AND CONDITIONS OF CONTRACT

Section 1 Length of Contract

This contract and the provisions contained therein shall remain in effect from the date of ratification by the Union and the College until June 30, 2015, unless provided for otherwise in the contract and constitute the entire agreement between the parties, concluding collective bargaining for its term.

Section 2 Reopening the Contract

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

Section 3 Renewal of Contract

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

ARTICLE 3 (continued)

Section 4 Conformity to Law

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

Section 5 Distribution of Contract

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

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

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

Section 6 Labor-Management Committee

The College subscribes to and practices collegiality and recognizes its benefits in the decision making process. The College further recognizes that faculty has a legitimate interest in many matters affecting the campus community. Faculty input is a vital resource and should be an integral part of the long term growth and improvement of the College. Therefore, the Union and the College agree to establish a Labor-Management Committee to provide a formal and consistent means for faculty participation in the governance of the College.

- A. Purpose. The purpose of the Labor-Management Committee will be to review matters related to institutional improvement and recommend solutions to the appropriate decision making group. The committee is not to be used as a substitute for the existing grievance procedure.

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

- B. Membership. The Labor-Management Committee will consist of three union representatives appointed by the union and three management representatives appointed by management. Term of appointment is three years for all representatives. The terms of appointment will stagger so that two members of the committee will be replaced each year (one labor and one management), allowing for continuity in the group. The committee may invite other members of the campus community to participate as needed.
- C. Meetings. The Labor-Management Committee will meet once each quarter or as needed. The committee will elect a chair at its fall quarter meeting. Agenda items will be submitted to the Committee chair.
- D. Communication. Written documentation of the Labor-Management Committee meetings shall include identification of each topic that is discussed and any decisions or recommendations that were made regarding them. Contents of this written documentation will be approved by the committee membership and shared with union membership and others as appropriate.

ARTICLE 3 (continued)

Section 7 Procedures

Procedures that are to be established and included in writing in the administrative procedural handbook and identified in its Table of Contents as being distributed to Renton Federation of Teachers members will be provided to the Union for its information (not approval) three (3) days prior to implementation. EXCEPTIONS to this provision would be emergency situations which require immediate procedural action as well as legally mandated procedural action.

ARTICLE 4

EMPLOYER MANAGEMENT RIGHTS

Section 1 Authority to Act

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

Section 2 Limitation on Authority to Act

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

ARTICLE 5

UNION RIGHTS

Section 1 Payroll Deductions and Representation Fee

A. Union Membership Deductions

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

B. Representation Fee Deduction

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

ARTICLE 5, Section 1 (continued)

C. Religious Exemption

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

Section 2 Other Deductions

- A. The College shall continue the current plans, which includes plans offered by the Health Care Authority, payroll savings for approved credit unions, or the Washington State Combined Fund and make the state's deferred compensation programs available to employees for the purchase of tax-sheltered annuities. The College will provide application forms to participate, deduct the amount from the employee's salary, and make appropriate remittance for the tax-sheltered annuity purchased.
- B. The College shall, upon receipt of written authorization from an employee, deduct from the employee's salary and make appropriate remittance for Committee on Political Education (COPE) fund contributions.

Section 3 Use of College Facilities by the Union and Representatives

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

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

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

ARTICLE 5 (continued)

Section 4 Bulletin Boards

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

Section 5 Mailings

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

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

Section 6 Exchange of Information

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

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

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

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

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

- A. Time to handle grievances should a situation develop during class time which needs immediate attention will be granted when properly requested and appropriate class coverage can be arranged by the employee(s) involved.

ARTICLE 5, Section 7 (continued)

- B. In recognition of the need for the Union President and/or the Vice President of the local to have time during the regular business hours to perform duties associated with these offices, the College shall consider the following leave options to be granted to the Union President and/or the Vice President: up to one-half (1/2) day per week, or three (3) hours per week, or a total for the Union President and the Vice President of eighteen (18) days per school year, to attend to these duties. The granting of one of the options by the College will be based on its determination that the Union President's work schedule can be adjusted and that adequate provisions can be made to ensure the continuation of quality instruction.

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

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

ARTICLE 6

EMPLOYEE'S RIGHTS AND RESPONSIBILITIES

Section 1 Non-Discrimination

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of any person because of such person's age; gender, marital status; race; creed; color; national origin; religion; sexual orientation; genetic information; domicile; political affiliation, activity or lack thereof; or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The prohibition against discrimination shall not apply if the particular disability prevents the proper performance of the particular worker involved.

Section 2 Affirmative Action

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

ARTICLE 6 (continued)

Section 3 Personnel Records

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

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

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

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

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

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

Section 4 Citizenship

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

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

Section 5 Academic Freedom and Controversial Issues

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

Instructors shall be free to express their personal opinions on all matters relevant to the course content and appropriate to the subject and levels taught provided that when this personal opinion is stated the class is so informed. The presentation and discussion of controversial issues should be on an informative basis and the students should have the opportunity to find, collect, and assemble materials on the subject; to interpret the data without prejudice; to reconsider assumptions and to reach their own conclusions. The

ARTICLE 6, Section 5 (continued)

right to teach controversial issues carries with it the responsibility to explore the various sides and aspects of an issue utilizing suitable materials that are available. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety.

Section 6 Rights Regarding Discipline and Dismissal

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

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

Section 7 Responsibilities of Employees

Responsibilities related to instruction are:

- A. It shall be the responsibility of the instructor to follow the prescribed courses of study and to enforce the rules and regulations of the College, and the State Board for Community and Technical Colleges in maintaining and rendering the appropriate records and reports.
- B. Instructors shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their students, taking into due consideration individual differences among students: Provided that all students shall receive instruction in such prescribed courses of study as are required by law and regulations.

ARTICLE 6, Section 7 (continued)

- C. Instructors shall be responsible for the evaluation of each student's educational growth and development and for making periodic reports to the students and to the designated administration or administrator.
- D. Instructors are required to make due preparation daily for their duties, preparation to include attendance at instructors' meetings and such other professional work contributing to efficient College service as may be required by the supervisor, the College President, or the Board.
- E. Certification under the standards specified in WAC 131-16-070 through 131-16-094 is a condition of continued employment for all professional-technical personnel including counselors and librarians.
- F. Instructors shall maintain a record of scores earned for papers, projects, examinations, quizzes, and other assignments submitted by students in fulfillment of course or program requirements. The record shall be submitted to the supervising dean no later than five (5) business days following the end of the quarter.

Section 8 Payment

- A. Each full-time employee shall have the right annually to choose one of the following payment methods, provided that the method is chosen upon signing of their annual contract or the signing of the initial contract upon hire, and further provided that, if no election is made, the method used the previous year will be used:
 - 1. Balloon Payment Semi-monthly payments, commencing as described in Article 6, Section 8. B below, equal to one twenty-fourth (1/24th) of the contracted salary. The final payment will be made on July 10th and will include payment of the balance of the contract.
 - 2. Equal Installments Equal semi-monthly payments, commencing as described in Article 6, Section 8.B, ending July 10th. Each check shall contain an equal portion of the contracted salary. This method could result in the gross semi-monthly payments fluctuating from year to year depending upon the number of payments required by the academic year calendar.
 - 3. Annual Contract Each non-instructional employee scheduled to work Summer term may elect an annual contract which includes the Summer term and the following academic year. Employees choosing this option will be paid in twenty-four (24) semi-monthly installments beginning July 25 and ending July 10. Each check shall contain one twenty-fourth (1/24) of the contracted salary.
- B. Pay days will be on the 10th and the 25th of each month per RCW 42.16.010 and WAC 82-50-021. If the academic year calendar starts prior to September 16, the first pay date will be September 25. If the calendar starts on September 16 or later, the first pay date will be October 10.
- C. Part-time employees will be paid for teaching and all related services, such as, but not limited to, preparation, grading, and record keeping in equal semi-monthly installments for the quarter. If the part-time faculty assignment begins prior to the sixteenth (16) of the month, the first pay date will be on the twenty-fifth (25) of that month. If the assignment begins on the sixteenth (16) of the month or later, the first pay date will be the tenth (10) of the following month.

ARTICLE 6, Section 8 (continued)

- D. Any regularly scheduled employee wishing to elect direct electronic payroll deposit may do so by notifying payroll and submitting appropriate paperwork.

Section 9 Work Day/Week

A. Purpose

Employees shall use their day for:

1. Planning and preparing for their assignments.
2. Working with students.
3. Evaluating student progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.
4. Reporting their evaluations of student progress to the administration.
5. Assuming professional responsibilities for the education, health, safety, and welfare of students during the employee's work day.

B. Full-time Employees

1. Full-time employees are contracted for the equivalent of one hundred eighty-four (184) days and assigned teaching duties, excluding of summer quarter.
2. If assigned teaching duties, a week's work shall consist of forty (40) hours per week as follows:
 - a. A regular day's work for Professional Technical and Basic Studies faculty shall include a minimum of seven (7) hours on-site, unless otherwise approved by his/her supervisor, performing assigned duties, exclusive of a minimum thirty (30) minute lunch break. It is the instructor's responsibility to provide their assigned students 30 hours of approved instruction per week and allow one (1) hour per day of conference and planning time to prepare, to plan, to confer with students; meet with other staff; staff meetings, in-service training, and workshops.
 - b. A regular day's work for General Education faculty shall include a minimum of seven (7) hours on-site, unless otherwise approved, performing assigned duties, exclusive of the minimum of a thirty (30) minute lunch break. Assigned duties will include 30 hours per week of a combination of instruction and coordination of teaching embedded content and an additional one (1) hour per day of conference and planning time to prepare, to plan, to confer with students; meet with other staff; staff meetings; in-service training, and workshops.
 - c. An additional five (5) hours per week will be utilized by employees in carrying out their professional duties. These duties are mutually determined by administration and the employee and are in accordance with building and program needs. It is anticipated that these hours will be spent by the employee in activities directly related to their instructional duties and will include activities such as program promotion, job development, job placement, program related

ARTICLE 6, Section 9 (continued)

curriculum development, attendance at general staff meetings, departmental meetings, program advisory committee meetings, and assistance to administration in student recruitment.

3. If assigned duties other than instructing (counselor or librarian), the employee will work for forty (40) hours in performing the usual and customary professional responsibilities of the position. It is anticipated that the employee will reserve some time for preparation and other related duties. The College and the Union recognize that mutually planned activities such as career fairs extend beyond the normal work week. When such activities result in an extended work week, adjustment in the employee's work schedule will be mutually determined in order to not exceed the normal forty (40) hour week.
4. Full-time employees are expected to engage in an average of three (3) additional hours of program related activities during the contracted work week. These additional hours may include the activities listed in paragraph 2.c, 3, and other activities such as recruiting new students, follow-up activities on former students, reviewing professional literature, evaluating teaching materials, and promoting the College. These additional hours will be done at times selected by the employee. Although the negotiated contract requires many of these activities, additional time over and above that required is reflected in the salary schedule. These activities shall be performed after the eight (8) hour day or the forty (40) hour work week.

C. Part-time Employees

Part-time employees are those who are not contracted as full-time employees. Part-time employees are required where at least one of the following conditions exists: (1) classes or programs which are scheduled for less than thirty (30) contact hours per week; (2) classes or programs which are scheduled fewer than one hundred seventy-seven (177) contact days per year; (3) classes or programs which are considered to be unpredictable. Unpredictability results because the program is highly subject to labor market conditions, sufficient enrollment may not necessarily exist for the class to begin and to continue, or funding is insecure on a continuing basis. The College agrees to offer a full-time employment contract to those employees contracted to work at least thirty (30) contact hours per week for one hundred seventy-seven (177) days per year and whose program is continued the following year. However, if condition three (3) above exists, the College will have the option to offer an employee currently on a part-time agreement a part-time agreement the following year(s) on an individual basis.

1. Associate Faculty Status
 - a. Part-time employees who have been employed by the College for at least 1/3 of a full time load during nine (9) of the previous twelve (12) quarters (excluding summer quarter) shall be eligible for Associate Faculty Status. Eligible part-time employees may submit a request by June 30 to be considered for Associate Faculty Status during the subsequent academic year. Approval of the request may be granted by the President or his or her designee. If approved, Associate Faculty Status would take effect at the start of fall quarter.
 - b. Those part-time employees with Associate Faculty Status will receive first scheduling consideration by course or academic specialty over other part-time employees. The supervisor retains the right to make such assignments as deemed necessary and the College makes no promise or expectation of future employment or renewal of employment.

ARTICLE 6, Section 9 (continued)

- c. This status shall be on-going unless the appropriate supervisor determines that the Associate Faculty is not meeting his/her professional responsibilities. Associate Faculty status may be reinstated with administrative approval, for periods of non-employment of not more than three (3) quarters, excluding summer quarter.
- d. Associate Faculty who apply for a full-time position for which they meet the minimum requirements will be granted an interview.

2. Multi-Quarter Contract Eligibility

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

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

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

D. Co-op Program Study

It is mutually agreed that co-op is an advantage to the program participants and the College and that it creates new and additional work for the instructors with eighteen (18) to forty-three (43) FTE's in their program. The administration will review each cooperative program with the aid of the instructor and advisory committee to ascertain if release time is appropriate. Upon request, the administration will inform the Union of which programs are actively engaged in cooperative education as reflected in the normal attendance reporting procedure.

Section 10 Staff Facilities

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

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

B. The College will have available to employees:

1. Lounge and dining facilities with a refrigerator, chairs, tables, and microwave oven;
2. Campus parking. The administration will maintain designated parking facilities for employees;
3. Mailboxes in a central location where access is not hindered.

ARTICLE 6, Section 10 (continued)

- C. The College accepts the responsibility and maintains the authority to determine and maintain fixtures, lights, plumbing, student and instructor work stations, and other facilities required or furnished employees for the performance of their assigned tasks. The employee shall utilize regular administrative channels in identifying and seeking adjustment to any deficient fixtures, lights, plumbing, student and instructor workstations, and other facilities.

Section 11 Use of Personal Vehicle

Employees should use a Renton Technical College vehicle when traveling on College business.

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

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

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

Section 12 Hold Harmless

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

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

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

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

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

ARTICLE 6 (continued)

Section 13 Individual Employee Contracts

- A. The College shall have a written contract with each employee and it shall be in conformity with the laws of this state and terms and conditions of this contract; and will include stipulated hours and/or days, rate of pay and other pertinent employment data. If collective bargaining has not been completed covering the period of the individual contract, a rider will be attached specifying that the individual contract will be adjusted in accordance with appropriate provisions of the Union-College contract.
- B. Full-time employees who are employed for the summer session will be given a supplemental contract which will be offered by May 15. The contract must be returned within five (5) days after receipt by the employee.

Section 14 Employee Involvement

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

Section 15 Tenure

- A. Purpose
 - 1. Pursuant to law (RCW 28B.50.850 through RCW 28B.50.872), the following rules shall define a reasonable and orderly process for appointment of faculty members to tenure status.
 - 2. Notwithstanding any provision of this Section 15, the College and the Union accept the responsibilities related to the tenure process conveyed unto them by this Contract and the law and agree to fully comply with all provisions of RCW 28B.50.850 through 28B.50.872.
- B. Definitions
 - 1. Tenure shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause by due process.
 - 2. Probationary Faculty shall mean those full-time instructors, counselors, or librarians currently appointed to positions eligible for tenure.
 - 3. Probationary Period shall mean a period not to exceed nine (9) consecutive College quarters, excluding summer quarter and approved leaves of absence.

ARTICLE 6, Section 15 (continued)

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

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

4. Tenure-eligible Position shall mean any full-time faculty position at the College which is funded under basic support, and not funded under the "special funds" outlined in RCW 28B.50.851; which is scheduled for one-hundred eighty (180) days per year or more; and which is scheduled for a minimum of six (6) contact hours and two (2) non-contact hours per day for an instructor, or which is scheduled for forty (40) hours per week for a counselor or librarian.
5. Tenure Review Committee (TRC) shall mean a committee composed of the probationer's peers, a student representative, and an administrative staff person.
6. Tenure Steering Committee (TSC) is a shared governance, campus-wide representative committee that oversees the consistent application of the tenure review process and monitors compliance with corresponding RCWs, WACs, and established policies and procedures of the College. The TSC does not evaluate probationers.
7. Appointing Authority shall mean the Board of Trustees of Renton Technical College.

C. Operational Guidelines for Tenure Review Committee

1. Each tenure review committee shall be composed of at least five (5) persons:
 - a. Three (3) tenured faculty members appointed by the Union.
 - b. One (1) full-time student appointed by the College President or designee.
 - c. One (1) administrator named by the College President or designee.
2. Faculty Appointment to Tenure Committee
 - a. The Union shall assign faculty to tenure review committees from the pool of tenured faculty in consultation with administration to ensure that assignments maximize the mentoring benefit to the probationer.
 1. No tenured faculty member shall be required to serve concurrently on more than two (2) tenure committees.
 2. Any faculty member serving as chair or recorder for two (2) or more tenure review committees in any fiscal year shall receive a stipend of \$120 per year for each committee after the first.
 - b. Any vacancy on a tenure review committee shall be filled in the same manner as the original appointment.

ARTICLE 6, Section 15 (continued)

3. Meetings

- a. The review committee shall make reasonable effort to begin operating within six (6) weeks of the start of the probationary period.
- b. Each tenure review committee shall elect a chairperson and a recorder at its initial meeting.
- c. No less than three (3) meetings shall be held each probationary year.
- d. The probationer may or may not attend a committee meeting as deemed appropriate by the committee chair.
- e. Committee comments and recommendations shall be communicated both verbally and in writing to the probationer.
- f. A majority vote of attending committee members is required for tenure recommendations. Minority recommendations may also be submitted.
- g. All tenure review committee meetings shall be documented in a meeting summary with an identification of all members present.

4. Governance Credit for Tenure Review Committee

- a. In order to receive credit for serving on a TRC, the faculty member must attend at least two (2) tenure committee meetings and conduct at least two (2) observations of the probationer during each year served on the committee. The Governance Documentation Form must be submitted to the supervising dean or director to receive governance credit for serving on a TRC.

D. Duties and Responsibilities of the Committee

1. The committee shall mentor and evaluate the probationer.
2. The committee shall advise the probationer of professional strengths and of areas needing improvement and assist in the development of a Professional Development Plan.
3. The committee should, if possible, commit to serve with the probationary faculty member until tenure is awarded or denied. Changes in the committee composition may be considered if both the Union and administration agree that it would be in the best interest of the probationer.
4. The committee shall commit to respect confidentiality of the probationer except when necessary to seek assistance from the College or other faculty members.
5. No later than the mid-point of the second (2nd), fifth (5th), and eighth (8th) consecutive probationary quarters, the committee shall submit a recommendation to the Board via the College President as to a) continuation of the probationary period, b) non-renewal of contract for the coming contractual period, or c) tenure. This recommendation shall be in

ARTICLE 6, Section 15 (continued)

the form of a *Comprehensive Annual Report*. The *Comprehensive Annual Report* shall include, but not be limited to:

- a. A summary of the probationer's progress citing both the strengths and areas needing improvement.
 - b. Committee recommendation.
 - c. A copy of the Professional Development Plan for the probationary period.
 - d. Documentation of the process.
 - e. Meeting summaries.
 - f. Documentation of committee observations and committee evaluations.
6. The committee shall meet with the probationer to discuss the report and to furnish the probationer with a copy. The probationary faculty member shall be required to acknowledge receipt of the tenure review committee's written recommendations by signing the *Comprehensive Annual Report*.
 7. The review committee may, with the written consent of the probationary faculty member, formally recommend to the Board, the extension of the probationary period. When approved, the extension shall be for one (1), two (2), or three (3) quarters, excluding summer, beyond the original probationary period. This recommendation should only be made when the review committee believes that the probationary faculty member needs additional time to satisfactorily complete a Professional Development Plan already in progress.
 8. Should probation be extended, no later than the mid-point of the quarter preceding the last probationary quarter, the committee shall submit a recommendation to the Board via the College President as the award of tenure or non-renewal.

E. Duties and Responsibilities of the Chair

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

ARTICLE 6, Section 15 (continued)

5. The chair shall present to the Board the committee's recommendation regarding the award or non-award of tenure.

F. Duties and Responsibilities of the Recorder

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

G. Duties and Responsibilities of the Committee Members

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

H. Evaluation Criteria and Procedures

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

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

ARTICLE 6, Section 15 (continued)

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

I. Recommendation of the College President

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

J. Rights and Reasonable Expectations of the Probationer

1. A probationer shall have the right to petition for the removal of a member from the review committee. Petitions for the removal of a faculty member shall be made to the Union President or designee; for removal of a student or an administrator to the College President or designee. With any such petition, the person acting on it shall consult with the committee to seek its recommendation regarding the petition. Should the petition be granted, the resulting vacancy shall be filled in accordance with the provisions set forth in Article VI, Section 15.C.
2. Observations by committee members may be either scheduled or unscheduled.
3. Evaluation instruments and criteria will be available to the probationer.
4. In the event of disagreement over an area of evaluation, the probationer may submit a written statement of these disagreements to the tenure review committee. At the request of the probationer such statements shall be included along with committee reports to the College President.
5. The probationer shall commit to respect the confidentiality of the deliberations and the dignity of the committee members, notwithstanding the probationer's right to ask questions and seek advice from the College or other faculty members including those rights outlined in Article 6, Section 15.J.

K. Action of the Appointing Authority

1. Upon receiving the recommendation of the tenure review committee and all other recommendations, the Board may meet with the College President, the chair of the committee, and other staff as they deem appropriate, to review the probationary record and recommendations submitted to it.

ARTICLE 6, Section 15 (continued)

2. The Board shall give reasonable consideration to the TRC recommendation and may consider other recommendations as to the award of tenure, continuation of probationary status, or non-renewal.
3. Final decision regarding award or denial of tenure rests with the Board.
4. Prior to the end of the eighth (8th) quarter of probation the Board may deny tenure and not renew a probationer's contract without giving a cause. Probationary faculty not recommended for tenure must be notified no later than one complete quarter before the expiration of the probationer's faculty appointment.

L. Tenure Steering Committee

1. The TSC shall consist of four (4) full-time tenured faculty members and the Vice President of Instruction or designee. The faculty members will be appointed as needed by the RFT Executive Board prior to June 30 of each year to serve a three (3) year term beginning fall quarter of the following academic year. Mid-term vacancies will be appointed by the College or the president of the RFT Executive Board. Members of the TSC may resign voluntarily or be removed for cause.
2. The Chair of the TSC will be elected in spring by the TSC members and will serve for a term of one (1) academic year. The term of service will commence with the beginning of the following fall quarter. Mid-term chair vacancies will be filled from the faculty representatives currently serving on the TSC to complete the remainder of the term.
3. The TSC shall meet at least once per quarter and as determined by the Chair.
4. The duties and responsibilities of the TSC shall be oversight of the tenure review process and include the following:
 - a. Develop and maintain the Tenure Process Guidebook.
 - b. Develop and maintain the Tenure website.
 - c. Orientation and training of members of the tenure review system as needed.
 - d. Hear appeals by probationers and tenure committee members regarding non-compliance with the tenure review process as set forth in the Tenure Process Guidebook and the RCWs with authority to make recommendations to the appropriate authority for resolution.
 - e. Provide assistance to probationers and tenure committee members who have questions regarding tenure laws, policies and procedures.
 - f. Communicate with tenure committees regarding deadlines for submission of annual reports, probationer portfolios and other documentation.
 - g. Maintain confidentiality except when necessary to seek assistance from College administration or the RFT Executive Board.
 - h. Suggest improvement for the future direction of the tenure process to the College Administration.
5. Members of the TSC will be excused from serving on individual tenure committees for the length of their term and will receive governance credit toward professional development for their service. The Governance Documentation Form for Tenure Committee Members will be used to document participation in the TSC and will be submitted at the conclusion of the faculty member's assignment.

ARTICLE 6, Section 15 (continued)

M. Exclusion from the Grievance Procedure

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

Section 16 Safety and Health

- A. The College shall provide prescription safety glasses that meet OSHA/WISHA standards to full-time employees who teach in programs where safety glasses are required. The College will subcontract with a local optician for the purchase of safety glasses and will provide a voucher to each eligible employee not to exceed \$250 per employee every two years.
- B. The College shall provide annual testing and immunizations for faculty in Allied Health programs where it is required for maintaining compliance with clinical affiliation agreements. This testing will follow the Center for Disease Control (CDC) guidelines for healthcare providers.
- C. **Criminal Background Check:** The College may be required to perform National Criminal Background checks in order to comply with the requirements of some community partners used for clinical and cooperative education sites. It is the responsibility of the supervising dean to identify those faculty who have been assigned to visit community partners who require annual background checks. These background checks will be completed at the expense of the College. A copy of the background check results will be provided to the employee within 10 days.

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

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

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

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

ARTICLE 6 (continued)

Section 17 Institutional Work Study for Work Relief

Each eligible full-time “teaching” employee may elect to participate in this Institutional Work Study Program using the following guidelines:

- a. Each eligible employee will receive up to \$890 of institutional work study assistance per year. (This amount includes both \$816 in salary and 9.1% for required benefits.)
- b. The institutional work study assistant can be a student enrolled at Renton Technical College during the school year. This person does not have to meet any of the state or federal financial aid guidelines for work study participation. The institutional work study assistant will be hired and assigned tasks at the discretion of the faculty member.
- c. If an employee wishes to hire someone other than a currently enrolled student, they will need approval by the College and to work through the Human Resource Development Department.
- d. All College hiring procedures will need to be followed by the faculty member.
- e. Two or more employees may pool their allotments but will need prior approval by the College before hiring or otherwise implementing any such plan.

An accounting of the monies spent will be sent to the Union Executive Board at the end of the year.

ARTICLE 7

LEAVES

Section 1 Definition

For the purpose of this contract, a leave shall be defined as an authorized interruption of duties or responsibilities. Leaves for full-time employees are covered in Sections 4 and 5. Leaves for part-time employees are covered in Section 6 of this Article.

Section 2 Conditions

Leaves will be granted, PROVIDED that:

- A. Applications for leaves are appropriately presented.
- B. The employee has met all the eligibility requirements of the particular leave requested.
- C. The employee requests the leave in accordance with College policy, rules and regulations and the terms of the existing contract.

ARTICLE 7, Section 2 (continued)

- D. Unless specifically provided for, time spent on leaves does not qualify for salary placement purposes, including career step.
- E. The College President or designee may determine a special need for leave and, therefore, authorize such a leave.

Section 3 Salary Deductions

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

Section 4 Leaves of Short Duration

- A. Personal Illness or Injury - Other Than Job Related
 - 1. Twelve (12) days paid sick leave shall be granted each year to full-time employees for absence due to personal illness or to care for family members of the employee with a health condition that requires treatment or supervision. Such leave shall be allocated on the first working day of the contracted year to employees beginning their first year of employment at the College unless an employee begins after the first month of the contracted year in which case the allocation shall be pro-rated. Thereafter, employees shall be allocated one (1) day per calendar month to a maximum of twelve (12) days per year. Six (6) of these days may be used for emergency-hardship leave as defined and provided for in item "C" (Emergency and Hardship Leave).
 - 2. Former State of Washington employees who are re-employed within five years of their separation from service will have their sick leave balance at the time of separation restored.
 - 3. Any unused sick leave allowance in any year shall be accumulated.
 - 4. Accumulated sick leave is transferable to and from state agencies within the state, as provided under RCW 28B.50.551.
 - 5. Sick leave "buy-out" opportunities will be provided eligible employees as provided in the appropriate RCWs and WACs.
- B. Bereavement Leave
 - 1. Up to five (5) days, including travel time will be allowed as funeral bereavement leave for each occurrence of a death in the immediate family, which includes spouse or same-sex domestic partner, children, mother, father, sister, brother or the person(s) who the employee considers a parent(s).

ARTICLE 7, Section 4 (continued)

2. Up to two (2) days bereavement leave will be allowed in the case of an in-law, grandparent, grandchild, or anyone who is living with, or is considered part of the family.

C. Emergency and Hardship Leave

1. Six (6) days emergency-hardship leave per year deductible from the annual twelve (12) days sick leave granted to full-time employees, will be available upon request to each employee without loss of pay if demonstrated need and qualifications are established.
2. Situations for which emergency-hardship leave are used must be an emergency-hardship situation of an unforeseen nature suddenly precipitated necessitating the employee's absence during the work day and must be of such a nature that pre-planning and rescheduling are not possible and could not eliminate the need for such leave during the employee's work day.

D. Personal Convenience Leave

1. At the beginning of each school year each employee will be credited with two (2) days non-accumulative leave, which may be used for the employee's personal convenience. Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.
2. A personal convenience leave day may be used at the discretion of the employee. Personal convenience leave should not be used to extend vacation periods or holidays during the employee's work year, or be the first or last day of the employee's work year or first or last day of the College's students' instructional year without the approval of the appropriate administrator. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program.
3. An employee planning to use a personal convenience leave day or days will normally notify his/her supervisor at least two (2) days in advance. The first personal convenience leave day shall be paid by the College and the second personal convenience leave day shall be deducted from the employee's accumulated sick leave.

E. Military Reserve/National Guard Active Training Duty

Military Reserve or National Guard active training duty should be scheduled during authorized vacation periods to prevent conflict with the employee's contractual or work obligation to the College.

1. The employee shall notify the College at least five (5) days prior to the beginning date of the training duty leave. A copy of orders from the military, whenever received, shall be submitted to the Human Resource Development Department for audit review.
2. Absence for active training duty shall not exceed fifteen (15) days per year.
3. The employee shall experience no loss of pay or benefits for the authorized fifteen (15) days. (Legal Reference: RCW 38.40.060).

ARTICLE 7, Section 4 (continued)

F. Civil Duty

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

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

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

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

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

G. Paternity Leave

Upon timely request, the College may grant up to twelve (12) weeks of unpaid leave on or around the time of birth of a natural child or the adoption of a child. Two (2) days of such leave shall be deducted from accumulated sick leave.

H. Industrial Insurance

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

Section 5 Leaves of Long Duration

A. Conditions:

1. The duration of the leave shall be specified at the time the leave is granted.
2. The employee will retain seniority while on leave of long duration.
3. An increment will not be allowed the employee for the year(s) he/she is on leave with the exception of military leave and approved professional experience leave as outlined in Section 5.F.

ARTICLE 7, Section 5 (continued)

4. The employee granted leave of long duration will be subject to the same staff reduction and reassignment policies and procedures as other employees for the duration of such leave.
5. While on leave of long duration, the employee may request an earlier return to active employment than indicated. Details of such a return would be worked out with the College President or designee, existence of a proper vacancy being of primary consideration.
6. Upon returning from the agreed upon leave, the employee will be assigned to the position held before the leave, or to an equivalent position with at least equivalent compensation.
7. The employee will give thirty (30) days written notice of his/her desire to return.
8. While on a leave of long duration, the employee may be allowed to teach supplemental classes under the criteria outlined in Article 12, Section 2.C.

B. Leaves for Illness of Long Duration

1. When the employee's sick leave is exhausted and the employee is unable to return to service because of personal illness (physical/emotional), or injury not covered by Industrial Insurance Laws of the State of Washington, the employee will be granted leave without pay. The employee, or his/her designee, shall within ten (10) days of the expiration of his/her accumulated sick leave contact the College President or designee to arrange a mutually agreeable period of leave, not to exceed the remainder of his/her current employee contract.
2. With the recommendation of the employee's physician, an additional one (1) year of leave will, upon request, be granted by the College President or designee.

C. Family and Medical Leave (Includes Adoption Leave)

1. The College shall grant an unpaid leave of absence of up to twelve (12) work weeks during any twelve (12) month period for eligible employees for one or more of the following: the birth of a child; the placement of a child with the employee for adoption or for foster care; to care for a spouse or same-sex domestic partner, son, daughter, or parent with a serious health condition; or for the employee's own serious health condition.
2. Employees eligible for family and medical leave are those who have worked at least twelve (12) months for Renton Technical College and at least 1,250 hours during the twelve (12) month period before the leave is requested.
3. The College will maintain employer-paid health care coverage for the duration of the twelve (12) weeks for employees on leave who were eligible for health care coverage before the leave began. If an employee fails to return to work after the expiration of the family and medical leave, the College shall be allowed to charge the employee retroactively for the full premium cost of the health care coverage.

ARTICLE 7, Section 5 (continued)

4. A serious health condition is defined as a health condition that involves: (a) inpatient care in a hospital, hospice, or residential medical care facility, or (b) continuing treatment by a health care provider. The College will require certification from a health care provider stating the nature of the condition, the date on which the condition commenced and the probable duration of the condition and a statement that the employee cannot perform the essential functions of his/her job. If the leave is to care for a family member, it must also include a statement from the health care provider that the employee is needed to care for the family member and an estimate of the time needed.
5. If the necessity for leave is foreseeable, the employee shall provide not less than thirty (30) days notice, except in cases where treatment requires leave to begin in less than thirty (30) days. Then the employee shall provide such notice as is practicable.
6. Employees requesting family and medical leave shall do so with as much notice as possible by submitting a written request to the Human Resource Development Department.

D. Maternity Leave/Child Care Leave

The College President shall grant leave of absence for pregnant employees who wish to return to active employment within a reasonable length of time after childbirth. Maternity leave shall be approved by the College President or designee subject to the following:

1. Request for maternity leave shall be made in writing to the College President or designee as early as possible.

The beginning and ending dates will be determined jointly by the employee and the College President or designee. Employee maternity requirements and program needs shall be considered.

2. Accrued sick leave may be used when the employee is unable to report for duty due to maternity disability.
3. An employee on maternity leave/child care leave may elect to continue her medical or dental insurance coverage program during the period of the leave, PROVIDED such participation is approved by the insurance carrier and that the employee pays the full monthly insurance premium in advance.

Employees choosing to resign for reasons of pregnancy may use qualifying accrued sick leave benefits.

E. Military Leave

Military unpaid leaves of absence will be granted to employees entering or being inducted or recalled into the armed services or the United States Public Health Service.

1. A maximum of two (2) years educational experience will be granted year for year, to the nearest whole year, for active duty service in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service.

ARTICLE 7, Section 5 (continued)

2. The returnee must furnish a receipt of an honorable discharge, report of separation, certificate of satisfactory service, or other proof of having satisfactorily complete his/her service.
3. Any employee who interrupts his/her career shall receive up to two (2) steps movement on the salary schedule when he/she returns to employment.

F. Professional Experience Leave

The College recognizes that appropriate professional experience in a variety of fields or other situations may contribute to the professional growth of an employee. The College may, when it deems it appropriate, grant such leave.

1. Professional experience leave shall be without pay;
2. Professional experience leave shall be for a period of up to two (2) years.

G. Cultural Teaching Experience

Because value can accrue to the College when an employee assumes teaching responsibilities in a foreign country or a substantially different cultural environment, the College may, when it deems appropriate, grant unpaid leave for cultural teaching experience.

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

Section 6 Leaves of Short Duration for Part-Time Employees

A. Part-time employees become eligible for paid sick leave under the following conditions:

1. Eligibility Part-time employees will begin earning sick leave with the first (1) day of employment or July 1, 2000, whichever is later. Sick leave will be accumulated after the first (1) quarter of employment or July 1, 2000, whichever is later.
2. Usage Such paid sick leave shall be allowed for absence due to personal illness, injury, emergency, bereavement, or to care for family members of the employee with a health condition that requires treatment or supervision. Sick leave may be taken at any time beginning with the first (1st) day of the second (2nd) quarter of employment.
3. Accrual Rate Part-time employees shall accrue sick leave based upon their individual employment contract(s). The amount accrued shall be prorated in proportion to the individual's quarterly teaching commitment, based on student contact hours, as related to the full-time contact hours for that quarter. Maximum accrual shall not exceed six (6) hours per month. Full-time employees of Renton Technical College will not earn sick leave while teaching part-time. Part-time employees shall be allocated any such prorated leave at the end of each quarter worked.
4. Reporting Employees shall report each instance of absence on an *Absence Report* form.

ARTICLE 7, Section 6 (continued)

5. Loss of Accumulated Sick Leave Unused sick leave earned in any quarter shall be accumulated. Any part-time employee who has not been in pay-status for eighteen (18) months with the College shall lose any accumulated sick leave. Should the employee return to active employment within eighteen (18) months, his or her sick leave balance will be restored.
 6. Transfer-in Accumulated sick leave is transferable to the College from the following: any Washington state agency, education service district, school district, or other institution of higher education as defined in RCW 28B.10.016 upon termination from that state agency, district, or institution in accordance with RCW 28B.50.551. The College will only accept any transferred-in leave once the College is the employee's sole employer for two (2) consecutive quarters. Renton Technical College is the sole employer when the employee is not employed by any other Washington state agency, district, or institution from which sick leave may be transferred.
 7. Transfer-out Employees may transfer out an accumulated sick leave balance as per the receiving agency's policies.
- B. Personal Convenience Leave
1. Part-time faculty who have worked an average of two-thirds of a full-time load in an academic year (excluding summer quarter) will be credited with one (1) day of non-accumulative personal convenience leave the following school year. A full-time load is defined as the number of teaching days in the academic year (excluding summer quarter) multiplied by six (6) hours. The personal convenience leave day shall be deducted from the employee's accumulative sick leave. A full-time day shall not exceed eight (8) hours.
 2. Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities and may be used at the discretion of the employee. Personal convenience leave should not be used to extend vacation periods or holidays during the employee's work year, or be the first or last day of the employee's contract without the approval of the appropriate supervisor. In addition, employees are urged to not use this leave for a day in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program.
 3. An employee planning to use a personal convenience leave day shall notify his/her supervisor at least two (2) days in advance.
- C. Family and Medical Leave (Includes Adoption Leave)
1. The College shall grant an unpaid leave of absence of up to twelve (12) work weeks during any twelve (12) month period for eligible employees for one or more of the following: the birth of a child; the placement of a child with the employee for adoption or for foster care; to care for a spouse or same-sex domestic partner, son, daughter, or parent with a serious health condition; or for the employee's own serious health condition.

ARTICLE 7, Section 6 (continued)

2. Employees eligible for family and medical leave are those who have worked at least twelve (12) months for Renton Technical College and at least 1,250 hours during the twelve (12) month period before the leave is requested.
3. The College will maintain employer-paid health care coverage for the duration of this twelve (12) weeks for employees on leave who were eligible for health care coverage before the leave began. If an employee fails to return to work after the expiration of the family and medical leave, the College shall be allowed to charge the employee retroactively for the full premium cost of the health care coverage.
4. A serious health condition is defined as a health condition that involves: (a) inpatient care in a hospital, hospice, or residential medical care facility, or (b) continuing treatment by a health care provider. The College will require certification from a health care provider stating the nature of the condition, the date on which the condition commenced and the probable duration of the condition and a statement that the employee cannot perform the essential functions of his/her job. If the leave is to care for a family member, it must also include a statement from the health care provider that the employee is needed to care for the family member and an estimate of the time needed.
5. If the necessity for leave is foreseeable, the employee shall provide not less than thirty (30) days notice, except in cases where treatment requires leave to begin in less than thirty (30) days. In this event the employee shall provide such notice as is practicable.
6. Employees requesting family and medical leave shall do so with as much notice as possible by submitting a written request to the Human Resource Development Department.

D. Bereavement Leave

1. Up to five (5) consecutive calendar days, including travel time will be allowed as funeral bereavement leave for each occurrence of a death in the immediate family, which includes spouse or same-sex domestic partner, children, mother, father, sister, brother, or the person(s) who the employee considers a parent(s).
2. Up to two (2) consecutive calendar days bereavement leave will be allowed in the case of an in-law, grandparent, grandchild, or anyone who is living with, or is considered part of the family.
3. Bereavement leave shall be deducted from the employee's accumulated sick leave.

E. Emergency and Hardship Leave

1. Employees may use sick leave for emergency-hardship situations.
2. Situations for which emergency-hardship leaves may be used must be a suddenly precipitated occurrence of an unforeseen nature necessitating the employee's absence during work time. It must be of such a nature that pre-planning and rescheduling is not possible and could not eliminate the need for such leave during the employee's work period.

ARTICLE 7, Section 6 (continued)

3. Emergency-hardship leave requires notification to the supervisor. Leave shall be deducted from the employee's accumulated sick leave balance. Should the employee not have an accumulated balance, such leave shall be leave without pay.

F. Civil Duty

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

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

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

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

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

G. Attendance Incentive Program

Sick leave "buy-out" opportunities will be provided eligible employees as provided in the appropriate RCWs and WACs.

H. Shared Leave

Part-time employees may participate in the state's shared leave program in accordance with College procedures.

ARTICLE 8

EVALUATION

Section 1 Legal Requirements

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

The effectiveness and quality of an institution's total education program depends upon the presence of a competent faculty. Further, it is the institution's obligation in consulting with faculty, to evaluate on a

ARTICLE 8, Section 1 (continued)

continuing basis, the performance of its faculty members and to provide for their development. The process of faculty evaluation shall include multiple indices for use by administration for the evaluation of faculty performance.

Section 2 Criteria for Evaluation

The criteria for evaluation of instructional and support staff shall be the *Skill Standards*. Forms and additional directions are outlined in Procedure 24408.

Section 3 Implementation

- A. Except for probationary employees, all employees who work 720 hours or more in a fiscal year shall be evaluated:
 - 1. Annually, by self-evaluation using the Faculty Assessment form;
 - 2. At least every five (5) years, by the appropriate dean or vice president using the Faculty Assessment form;
 - 3. Quarterly, by students enrolled in program(s) or classes for credit using the appropriate Student Evaluation form. This evaluation tool shall not apply to counselors or librarians.
 - 4. Annually, the dean, director or designee will conduct at least one (1) observation and write an observation report based on at least 30 minutes of observation time.
- B. All probationary employees shall be evaluated as described in Article 6, Section 15, H.5.
- C. All part-time employees who work less than 720 hours in a fiscal year and who instruct in program(s) or classes for credit shall be evaluated as follows:
 - 1. During their second quarter of teaching, and at least once every five (5) years thereafter, by self-evaluation;
 - 2. During their third quarter of teaching, and at least once every five (5) years thereafter, by the appropriate dean, director, or designee;
 - 3. By the third quarter of teaching, and at least every five (5) years thereafter, the dean, director, or designee will conduct at least one (1) observation and write an observation report based on at least 30 minutes of observation time; and
 - 4. Quarterly, by students.

Section 4 Procedures

Renton Technical College's faculty evaluation process shall culminate in a mutually agreed upon Professional Development Plan for each employee who works 720 hours or more in any fiscal year. Therefore, it shall follow this general operating process:

No later than the first day of May, the supervisor will schedule and hold an Annual Assessment meeting with the employee. The supervisor shall also be responsible for compiling any evaluations, observation reports, and other documents to be used. The purpose of the meeting will be to:

ARTICLE 8, Section 4 (continued)

- A. Discuss, as applicable, the employee's self-assessment, the supervisor's observations and assessment, student evaluations, and any peer evaluations that have occurred over the prior academic year.
- B. Review the employee's Professional Development Plan for the following academic year based upon the employee's strengths and areas needing improvement. (See Procedure 24404).
- C. Determine if any curriculum or program changes may be needed for the following academic year.

Section 5 Professional Development Plan

- A. All faculty who teach two-thirds (2/3) of a full-time load or more for each quarter for three consecutive quarters per year (excluding summer quarter), counselors, and librarians will have an approved Professional Development Plan in place and in accordance with the requirements of Article 9, Section 1 of this contract.
- B. An approved Professional Development Plan is one that has been developed in consultations with and has been signed by the faculty member and the faculty member's supervisor.
- C. This section shall neither imply nor guarantee the availability of funds to support any professional development activities.

Section 6 Faculty Evaluation of Immediate Supervisor

- A. A Faculty Evaluation of Immediate Supervisor form will be distributed to all faculty, defined in Section 3.A., above, before May 1 each year.
- B. The form must be returned to the designated neutral third party no later than May 7 to be included in the final tabulation.
- C. The supervisor evaluations shall be anonymous and confidential.
- D. The supervisor, and the appropriate vice president or the College President shall receive a copy of the tabulated results.

ARTICLE 9

INSTRUCTION

Section 1 Professional Improvement

- A. All faculty who teach two thirds (2/3) of a full time load or more for each quarter for three (3) consecutive quarters a year (excluding summer quarter) will have a Professional Development Plan in place. The goals of this plan are to increase instructional and technical competencies and to maintain instructor certification requirements.
- B. The Professional Development Plan will be effective at the beginning of the faculty member's employment (three year plan) or at the beginning of the faculty member's new five-year certification cycle (five year cycle). Professional Development Plans may be modified within the three - or five -year cycle by mutual agreement of the faculty member and their supervisor. The College agrees to support attendance at educational meetings, seminars, conferences, workshops, etc., as part of approved faculty professional development plans and as funds allow.

ARTICLE 9, Section 1 (continued)

- C. Approved Professional Development activities fall into three (3) areas:
 - a. Governance: Activities which support the activities of the college.
 - b. Discipline: Activities that support the faculty members' professional development.
 - c. Pedagogy: Activities which support excellence in instruction and curriculum design services to students, and information literacy.
- D. Three-Year Plan. Upon hire, teaching personnel will be issued initial professional-technical certification by the Vice President for Instruction. Initial certification lasts three years. The initial certification process includes documentation of a professional development plan which identifies priorities for professional growth. An initial certification is not renewable for professional-technical instructors.
- E. Five Year Plan. Standard professional-technical certification will be issued by the Vice President for Instruction upon completion of the requirements for initial certification. Standard certification must be renewed on a five-year cycle. To maintain standard certification, professional-technical instructors must develop and complete a professional development plan. The Professional Development Plan will include one activity from each of the above areas and two additional activities in either area of Discipline and Pedagogy. All activities identified in the professional development plan must be completed within the five year period.
- F. The College agrees to reimburse the employee for tuition for approved teacher training courses offered by other institutions of higher education. Approval must be obtained from the Vice President for Instruction prior to enrolling in the course and reimbursement will be authorized only upon successful completion (grade of 2.0 or 'C', or 'P' for pass/fail course). If Renton Technical College offers the class and the employee elects to take it at another institution, the College will only reimburse up to the amount of the Renton Technical College class tuition. With the approval of the Vice President for Administration and Finance and their supervisor, instructors may enroll in any class offered by the College (subject to space availability) and the College agrees to waive tuition and fees for said class.
- G. The College recognizes the value of participation in professional organizations. The College agrees to pay for or reimburse full-time employees up to two hundred fifty dollars (\$250.00) annually for each membership in supervisor approved, program-related organizations. A membership that exceeds \$250.00 will require approval of the Vice President of Instruction or designee.
- H. The College and Union recognize that the improvement of instructional programs and teaching methods take adequate time and concentrated effort. As part of the annual faculty employment agreement, an in-service day will be identified on the Calendar, Appendix B, for each school year and will involve a full day of activity (7 hours).

Section 2 Student Discipline

In the maintenance of a sound learning environment, the College shall expect acceptable behavior on the part of all Renton Technical College students. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws and College rules, regulations and procedures.

The authority of instructors to use prudent disciplinary measures for the safety and well-being of students and instructors is supported by the College President and the Board.

ARTICLE 9, Section 2 (continued)

In instances where student behavior may warrant discipline, suspension or expulsion from school as defined in the appropriate sections of the WAC, any such behavior disruptions shall be carefully documented, specifying dates and times of occurrence and specific acts.

The applicable federal, state and local laws and College rules, regulations and procedures relative to student discipline will be distributed to all appropriate employees by either a general staff meeting(s) or copies of materials sent to each employee. These meetings shall be held early in the school year during the school day. Copies of relevant materials shall be made available to all concerned.

Section 3 Grading Practices

The instructor shall have the authority and responsibility to determine grades and other evaluations of students. Grades and other evaluations of students by instructors will be: (1) adequately documented; (2) based on achievement; and (3) based on participation in working toward goals and objectives of the curriculum. No assigned grade will be changed other than by the instructor unless the College President determines, after consulting with the instructor, if available, that there has been a failure to comply with the grading practices as outlined in the Operating Procedure Manual.

Section 4 Instructional Aides

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

Section 5 Class Size

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

Section 6 Student Testing

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

ARTICLE 10
ASSIGNMENTS AND REASSIGNMENTS

Section 1 Assignments

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

Section 2 Reassignments

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

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

ARTICLE 11

GRIEVANCE PROCEDURES

Section 1 Purpose

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

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

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

Section 2 General Provisions

- A. Both parties encourage employees and supervisors to discuss and resolve concerns on an informal basis. If this cannot resolve the issue(s) the employee may proceed with the grievance or complaint.
- B. Right to Representation Union representatives have a right to be present for any meetings, hearings, appeals, or other proceedings relative to grievances which have been formally presented. Administrative meetings that do not include employee or employee witness contacts and which are purely of a management nature are not included in this provision.
- C. Freedom of Employee to Act Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Union; nor shall any clause contained herein be construed as limiting the right of any employee having the grievance to take appropriate action under any statutory guarantee or provision. However, the Union may be in attendance at these discussions. Any proposed disposition of the grievance shall be consistent with the terms of this contract. A grievant may be represented at all stages of the grievance procedure by himself/herself, or a person of his/her own choosing, or at his/her option, by Union representatives selected by the Union. If an aggrieved party chooses not to be represented by the Union, the Union, nevertheless, shall be given timely notice in order to have the opportunity to be present and to state its views prior to the final recommendation for resolution of the grievance.

ARTICLE 11, Section 2 (continued)

- D. Prompt Action Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. In initiating a grievance the grievant will present the grievance in writing on the appropriate grievance form to the immediate supervisor within fifteen (15) days after the employee knew or demonstrably should have known the action or inaction occurred.
- E. Time Limits
1. Time limits may be extended or waived by mutual written consent. If the stipulated time limits are not met by the College, the grievance may proceed to the next step.
 2. If the stipulated time limits are not met by the grievant, the grievance shall be deemed dropped and will not be reviewed at any higher College administrative level.
 3. All days referred to shall be considered to be the aggrieved employee's scheduled working days, provided that any grievance (1) filed just prior to the end of the employee work year, or (2) filed after the end of the work year regarding a grievable matter which occurred prior to the end of the work year, or (3) filed after the end of the work year regarding a matter which occurred after the end of the work year, shall be processed counting days as Monday through Friday excluding holidays.
- F. Required Forms Grievances and their resolution must be filed on the appropriate forms which will be provided by the College.
- G. Class Action Grievances If a number of employees have the same grievance, their grievances may be consolidated for hearing and resolution purposes into a class action grievance for all involved upon the consent of the grievant, Union, and College.
- H. Requirements for Hearings Whenever possible, hearings will be scheduled during non-student contact time. If the hearing is scheduled during class contact time, the College will provide a substitute at College expense for the grievant, the observers, the representative of the Union and reasonably requested witnesses. Witnesses will be present only when testifying. Nothing below, with the exception of STEP FIVE, Binding Arbitration shall be considered to in any way prohibit, restrict or preclude the rights of parties to resort to legal adjudication for resolution of disputes. No new documentary evidence or witnesses will be introduced at the arbitration level hearing by the Union or the College unless made known to the grievant(s), the Union and the College at least three (3) days prior to the hearing and it is mutually agreed that they be introduced or either party is directed to do so by the arbitrator.
- I. Availability of Forms Upon request, a supply of forms shall be provided to the Union. Employees may obtain a grievance form from their supervisor, the Human Resource Development Department or the Union.
- J. As verified by a signed and dated form, the grievance shall be presented to the appropriate person for the step being used. The appropriate person at STEP ONE is the grievant's supervisor, and at STEPs TWO through FIVE it is the Director for Human Resource Development Department. Should either of these people be unavailable, the grievance may be presented to another vice president or to the Human Resource Development Department.

ARTICLE 11, Section 2 (continued)

- K. The written grievance shall include the following:
1. The nature of the grievance, including the specific date, time, and location that the alleged grievance occurred; a description of the events, action or in-action, which led to the grievance (this description is intended to summarize the events and is not intended to argue the merits of the grievance); and the names of all witnesses, if known;
 2. The sections of the contract or College rule/policy allegedly violated;
 3. The specific remedy sought.
- L. Allegations not introduced at STEP ONE shall not be admissible by the grievant at any subsequent step of the process being used. In an effort to resolve grievances at the earliest stage possible, the Union agrees to provide the College with any evidence and/or documentation it has in support of the grievance as soon as possible in the process or as it becomes demonstrably evident.
- M. The College President may designate another person to meet with the grievant and the Union at STEP TWO.

Section 3 GRIEVANCE STEPS

A. STEP ONE: SUPERVISOR

1. The grievance will be presented in writing on Grievance Form I to the immediate supervisor within fifteen (15) days after the employee knew or demonstrably should have known that the action or inaction occurred. The grievance form will be signed and dated by the parties at the time of receipt by the immediate supervisor, and will identify the item(s) of the contract deemed violated and the specific resolution sought. One copy of Grievance Form I shall be retained by the grievant and the remaining copies distributed by the immediate supervisor as follows: the original to the immediate supervisor and one copy each to the Union and the College President or designee.
2. Within ten (10) days after receipt of Grievance Form I, the immediate supervisor will respond to the grievant in writing on Grievance Form II. Copies of his/her response shall be distributed by the immediate supervisor as follows: one copy each for the Union, the College President or designee, immediate supervisor, and the original to the grievant. If a grievance arose from or can only be resolved by a higher level of supervision, the immediate supervisor may, with the concurrence of the College President or designee, have his/her response prepared by the appropriate College supervisor. In these cases, the appropriate College supervisor may replace the immediate supervisor in any further proceedings.

B. STEP TWO: PRESIDENT

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

ARTICLE 11, Section 3 (continued)

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

C. STEP THREE: NON-BINDING MEDIATION

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

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

ARTICLE 11, Section 3 (continued)

D. STEP FOUR: HEARING OFFICER

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

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

Hearing officers for a particular grievance will be selected in rotation in order of placement on the hearing officer list. If a selected hearing officer cannot fulfill a given hearing assignment, the next person on the list will be selected.

3. The selected hearing officer shall schedule a hearing to take place not more than fifteen (15) days nor less than ten (10) days after his/her designation as hearing officer or by agreement. The grievant, Union and the College will be notified of the meeting not less than five (5) days before the scheduled date of the meeting.

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

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

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

4. Within fifteen (15) days of the hearing the hearing officer will submit written findings and recommendations to the Board. Copies of his/her findings and recommendations will also be submitted to the Union and the grievant.

ARTICLE 11, Section 3 (continued)

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

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

E. STEP FIVE: BINDING ARBITRATION

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

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

ARTICLE 12

PROFESSIONAL COMPENSATION

Section 1 Basic Salaries (Full-time Employees)

- A. The basic salaries of full-time employees for the regular school years, 2012-2013, are set forth in Appendix A, Section 1.
- B. Initial placement on the full-time employee salary schedule:
 - 1. New full-time instructors, counselors and librarians shall initially be placed on the salary schedule based on their current work experience as follows:
 - (a) Completion of appropriate education and relevant work experience as specified by the College in the occupation/craft to be taught, which is acceptable for professional technical certification, would stipulate placement at the lowest step on the salary schedule.
 - (b) Experience in the occupation/craft to be taught in excess of the years of experience required for initial professional technical certification and teaching experience will be considered for advanced salary schedule placement.
 - (1) Each year of full-time employment in excess of the years of experience required for certification of occupational experience in the occupation/craft to be taught, or-as a counselor or librarian, will add one (1) increment step above the lowest step. If the occupational experience is less than a full year or part-time, experience will be granted based on the fraction of the time worked. Experience will be calculated cumulatively. The fraction will be rounded up or down to the nearest full year, with .500 or greater being rounded up. A maximum of one (1) year's experience will be granted during any one (1) calendar year. No more than ten (10) years in excess of the years of occupational experience required for certification will be considered for advanced salary schedule placement.
 - (2) Each academic year of full-time teaching experience will add one (1) increment step above the lowest step. If the teaching experience was less than a full year or part-time, experience will be granted based on the fraction of the contract held. Experience will be calculated cumulatively. The fraction will be rounded up or down to the nearest full year, with .500 or greater rounded up. A maximum of one (1) year's teaching experience will be granted during any one (1) calendar year. No more than ten (10) years in excess of the years of teaching experience will be considered for advanced salary schedule placement.
 - (3) As part of the ten (10) years occupational experience or ten (10) years of teaching experience, up to two (2) full years of experience may be granted for approved public service activities, e.g., the U.S. military, Public Health Service, Peace Corps, or VISTA, provided such service interrupted experience in the occupation to be taught or teaching experience.
 - (c) Initial placement shall not exceed step 16 without approval of the President of the College.

ARTICLE 12, Section 1 (continued)

2. As part of initial salary placement no credit shall be given for education or work experience earned prior to high school graduation or prior to the applicant's eighteenth (18) birthday if he/she did not graduate from high school.
 3. Employees previously placed in accordance with the provisions of the contract in effect at the time of such original initial placement will not have their placement altered due to the fact that the initial placement provisions of this contract may be different from the provisions in effect at the time of that person's initial placement.
 4. Employees will have twelve (12) months from their date of hire to appeal their initial placement.
 5. Re-hired full-time employees who return to a full-time faculty position within two (2) years from their separation date will be placed at the same step as when they left.
- C. Movement (The salary increases for employees resulting from the application of the provisions of this section are limited or become operative only as provided in ARTICLE 3, Section 2 and ARTICLE 12, Section 1).
1. After initial placement, a maximum of one (1) step will be granted to each eligible full-time employee who successfully completes one (1) year in an assigned position.
 2. To be eligible for movement on the salary schedule, an employee must be employed on other than a part-time basis. One (1) experience increment will be granted for each full year of full-time experience except for movement from Step 21 to Step 22. (See note 2 on Salary Schedule – Appendix A, Section 1). If experience was less than a full year, experience will be granted based on the fraction obtained by dividing the number of days worked by the number of student contact days on the academic calendar, excluding summer quarter. If experience was less than full-time, experience will be granted based on the fraction of the contract held. The fraction will be rounded up or down to the nearest full year, with .500 or greater rounded up.
 3. Any full-time employee who interrupts his/her career at Renton Technical College for honorable service in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service shall receive in accordance with C., 1. and C., 2., above up to two (2) steps movement on the salary schedule when he/she returns to employment at the College.
 4. The qualifying incremental moves will be compensated at an amount legally permissible and in compliance (Article 12, Section 5) as determined by law and regulatory agencies' provisions, not to exceed the amount as provided on APPENDIX A., Section 1., Schedule.

Section 2 Part-time Employees

- A. Part-time employees in preparatory, supplemental, developmental education classes, and apprenticeship vocational classes, and all other instances where the program requires certification shall be paid according to Appendix A, Section 2. This sum includes an amount of money in lieu of fringe benefits, EXCEPT for part-time employees who are contracted for one hundred eighty (180) day year and thirty (30) or more hours per week will receive benefits as provided in Section 3., below and leaves as provided in ARTICLE 7, Section 6.

ARTICLE 12, Section 2 (continued)

- B. In no instance will part-time employees be utilized to fill positions that could or should be filled by full-time employees in accordance with the other provisions of ARTICLE 6, Section 9, Item C.
- C. Full-time instructors and part-time instructors may annually make their interest in part-time teaching assignments known to their immediate supervisor by August 1 of each year. Such written expression of interest will be considered by the appropriate supervisor when making teaching assignments throughout the year. However, the supervisor retains the right to make such assignments as deemed necessary and in the best interest of the college.

Section 3 Basic Salaries - Part-time Employees

- A. The basic salaries of part-time employees are set for the school year in APPENDIX A, Section 2.
- B. Initial placement on the Part-time Employee Salary Schedule:
 - 1. New part-time employees will be placed at Step A.
 - 2. Developmental education instructors hired before January 1, 1993 will be placed on Step B of the Part-time Employee Salary Schedule Appendix A, Section 2.
- C. Movement on the Part-time Employee Salary Schedule
 - 1. After initial placement, a maximum of one (1) movement will be granted to each eligible part-time employee per year. Annual adjustments will be made in September only.
 - 2. The qualifying incremental moves will be compensated at an amount legally permissible and in compliance (Article 12, Section 5) as determined by law and regulatory agencies' provisions, not to exceed the amount as provided on APPENDIX A., Section 2 Schedule.
 - 3. Beginning October 1, 1986, to be eligible for movement on the Part-time Employee Salary Schedule, an employee must meet the following criteria:
 - a. To move from Step A to Step B, the employee must be certifiable and an accumulation of at least 405 contact hours.
 - b. To move from Step B to Step C, the employee must be certifiable and an accumulation of at least 810 contact hours, thirty (30) clock hours of administrative approved teacher training and a first aid card. (No more than 405 hours from any one school year may be applied to the accumulated total of 810 hours.)
 - c. To move from Step C to Step D, the employee must be certifiable and an accumulation of at least 1,215 contact hours, sixty (60) clock hours of administrative approved teacher training and a first aid card. (No more than 405 hours from any one school year may be applied to the accumulated total of 1,215 hours.)
 - d. To move from Step D to Step E, the employee must be certifiable and an accumulation of at least 1,620 contact hours, ninety (90) clock hours of administrative-approved teacher training and a first aid card. (No more than 405 hours from any one school year may be applied to the accumulated total of 1,620 hours).

ARTICLE 12, Section 3 (continued)

- e. To move from Step E to Step F, the employee must be certifiable and an accumulation of at least 2,025 contact hours, one-hundred-twenty (120) clock hours of administrative-approved teacher training and a first aid card. (No more than 405 hours from any one school year may be applied to the accumulated total of 2,025 hours).
- 4. It will be the employee's responsibility to furnish the Human Resource Development Department with copies of the approved teacher training class and first aid card information.
- D. The salary is adjusted by twenty-five percent (25%) to take into account the seventh (7) and eighth (8) hours, which are to provide for preparatory activities.
- E. Renton Technical College tenured instructors, who in addition to their full-time teaching position, also teach in a part-time position, will be placed on Step F of Appendix A, Section 2 of the Part-time Employee Salary Schedule.
- F. To receive the salary for an advanced degree faculty must submit an official transcript to the Human Resource Development Department. The new salary will be effective in the quarter in which the transcript is received.

Section 4 Health and Welfare Benefits

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

ARTICLE 12, Section 4 (continued)

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

Section 5 Early Retirement Notification

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

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

Section 6 Compensation Improvement

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

ARTICLE 13

REDUCTION IN WORK FORCE

Section 1 Reduction in Work Force Defined

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

Section 2 Notification

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

Section 3 Procedure

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

Section 4 Right to Appeal

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

Section 5 Sufficient Cause

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

- A. Financial emergency declared by the Board;

ARTICLE 13, Section 5 (continued)

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

Section 6 Layoff Process

If it becomes evident a reduction in work force is necessary, the following procedure shall be implemented:

- A. Program seniority shall prevail for employees employed in the program position. Programs shall be those identified in Appendix D of this contract. If new programs are initiated during the duration of this contract, the College will notify the Union and update Appendix D.
- B. Employees currently full-time shall be given first consideration for continued employment if the program also employs part-time employees.

Section 7 Return from Lay-off

- A. Employees last laid off in a given program shall be the first rehired for that program.
- B. Employees on a lay-off list may apply for any position for which they are qualified and shall be granted an interview.
- C. Employees shall remain in a designated rehiring pool for one (1) year.

ARTICLE 14

NO STRIKE PLEDGE

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

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

ARTICLE 15

MAINTENANCE OF STANDARDS

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

ARTICLE 16

CONCLUSION

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

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

APPENDIX A

Section 1

**RENTON FEDERATION OF TEACHERS
FULL-TIME EMPLOYEE
SALARY SCHEDULE
JULY 1, 2012- JUNE 30, 2013**

M.A. = 5% of Base = \$2,319		Doctorate = 10% of Base = \$4,638
Step	184 Days Salary	Index
6	\$46,381	1.0000
7	\$47,309	1.02000
8	\$48,236	1.0400
9	\$49,164	1.0600
10	\$50,091	1.0800
11	\$51,019	1.1000
12	\$51,947	1.1200
13	\$52,874	1.1400
14	\$53,802	1.1600
15	\$54,730	1.1800
16	\$55,657	1.2000
17	\$56,585	1.2200
18	\$57,512	1.2400
19	\$58,440	1.2600
20	\$59,368	1.2800
21	\$60,295	1.3000
22	\$61,223	1.3200

- ¹ Step movement will only be implemented if funding and movement is authorized by the Washington State Legislature and approved by the State Board for Community and Technical Colleges and the employee has incremental movement available.
- ² Faculty who have been paid from the full-time faculty salary schedule for a 184 day contract for at least ten (10) years and who have been on Step 21 for at least one full year will be placed at Step 22.

APPENDIX A

Section 2

**RENTON FEDERATION OF TEACHERS
PART-TIME EMPLOYEE
SALARY SCHEDULE
JULY 1, 2012 - JUNE 30, 2013**

M.A. = 5% of Base = \$1.87

Doctorate = 10% of Base = \$3.74

	Contract Time Required	Certificate Required	Hourly Salary
Step A	0 – 404		\$37.41
Step B	405 – 809		\$37.41
Step C	810 – 1,214	30 Hours	\$39.13
Step D	1,215 – 1,619	60 Hours	\$40.68
Step E	1,620 – 2,024	90 Hours	\$42.54
Step F	2025 +	120 Hours	\$44.40

These part-time rates include the following:

An adjustment of twenty-five percent (25%) to take into account the seventh (7) and eighth (8) hours, which are to provide for preparatory activities.

An adjustment to cover health and welfare dollars provided by the State.

APPENDIX A

Section 3

RENTON TECHNICAL COLLEGE ONLINE CLASSES SALARY SCHEDULE

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

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

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

OR

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

For example, an employee on Step D of the July 1, 2012 – June 30, 2013 salary schedule (\$40.68) would be paid for teaching and all related services including preparation, grading, and record keeping, for a sixty-hour class with five credits, as follows:

If the class has 11 students enrolled:

60 class hours x .0833 per student x \$40.68 hour x 11 students = \$2,236.51 per class

OR

If the class has 15 or more students enrolled:

60 class hours x \$40.38 + \$100.00 x 5 credits = \$2,940.80 per class

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

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

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

APPENDIX B

RENTON TECHNICAL COLLEGE INSTRUCTIONAL CALENDAR 2012-2013

RTC
12002.01
August 12, 2011

July (21) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August (7) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	September (10) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
October (23) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	November (19) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	December (9) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
January (21) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February (18) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	March (20) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
April (17) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	May (21) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June (19) S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

QUARTERS	
Summer Quarter: (28)	
July 2	First Day of Quarter
August 9	Last Day of Quarter
Fall Quarter: (61)	
September 17	First Day of Quarter
December 13	Last Day of Quarter
Winter Quarter: (59)	
January 2	First Day of Quarter
March 28	Last Day of Quarter
Spring Quarter: (57)	
April 8	First Day of Quarter
June 27	Last Day of Quarter

HOLIDAYS & VACATIONS	
July 4, 2012	Independence Day
September 3, 2012	Labor Day
November 12, 2012	Veterans' Day
November 22 & 23, 2012	Thanksgiving Break
December 17- January 1, 2013	Winter Break
January 21, 2013	M.L. King's Day
February 18, 2013	Presidents' Day
April 1-5, 2013	Spring Break
May 27, 2013	Memorial Day
Note: See Reverse Side for Holiday Class Schedule	

No School for Students; Non-work Day for RTC Faculty	<input type="radio"/>
No School for Students; Work Day for Faculty	<input type="radio"/>
First/Last Day of Quarter	<input type="checkbox"/>
Student Contact Days	<input type="checkbox"/>
FACULTY WORK DAY/NON-STUDENT CONTACT DAY	
August 10	February 5
September 13	March 29
September 14 (in-service Day)	May 7
December 14	June 28

APPENDIX C

Renton Technical College Incentive Program

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

1. Credit Incentive Program

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

- A. Three (3) quarter credit hours from an accredited college or university, and a 2.0, C or pass if taking pass/fail option, recorded on a transcript and received by the Human Resource Development Department no later than August 1 for the prior year;
- B. Three (3) quarter credit hours from the Staff Development course offerings of Renton Technical College which are presented for college or university credit, recorded on a transcript and received by the Human Resource Development Department no later than August 1 for the prior year;
- C. Thirty (30) clock hours of approved continuing education credits.
- D. Thirty (30) clock hours of locally approved in-service, if such in-service is qualified and approved by the College.

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

APPENDIX C

Renton Technical College Incentive Program (continued)

2. Optional Day(s) Incentive Program

- A. Eligible employees may participate in the Renton Technical College Optional Day Incentive Program. Employees may elect to receive per diem pay for up to five (5) days (40 total hours) for paid or unpaid employment other than self-employment in the occupations directly related to their teaching assignments. Such directly related employment must be approved in advance by the employee's designated immediate supervisor and the employment must be between July 1 and June 30 of the contract year. Documentation must be received by the Human Resource Development Department no later than July 10 for the prior year.

OR

- B. As part of this incentive program, up to ten (10) percent of the eligible employees may convert a part of or all five (5) of their optional days into dollars to pay for degree granting credits. Prior written approval from the Vice President for Instruction is required. The employee must be enrolled in an accredited college or university degree program. The total amount of dollars to any one employee will be no more than the equivalent of forty (40) hours at their current rate of pay. Documentation must be received by the Human Resource Development Department no later than August 1 for the prior year.

OR

- C. Employees may opt to apply up to forty (40) hours of compensation for program related accreditation activities. This option is available no more than every other year with the approval of the employee's immediate supervisor. Documentation must be received by the Human Resource Development Department no later than July 10 for the prior year.

3. Payment

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

APPENDIX D
LIST OF PROGRAMS

Full-time Instructional Programs

Accounting Programs
Administrative Office Management
Adult Basic Education/General Education Development
Anesthesia Technician
Associate Degree Registered Nurse
Auto Body Repair & Refinishing
Automotive, Ford ASSET
Automotive Service Technician, ITEC
Automotive Technology
Band Instrument Repair Technology
Certified Office Professional
Commercial Building and Industrial Engineering
Computer Applications
Computer Network Technology
Computer Science
Construction Management
Culinary Arts
Custodial Training
Dental Assistant
Early Childhood Careers
Engineering Design Technology
English as a Second Language
Land Surveying
Legal Secretary/Legal Assistant
Major Appliance & Refrigeration Technology
Massage Therapy Practitioner
Medical Assistant
Medical Office Programs
Ophthalmic Assistant
Pharmacy Technician
Phlebotomy Technician
Precision Machining Technologies
Professional Baking
Surgical Technologist
Welding

Full-time Non-Instructional Professional Services

Counseling
Librarian

APPENDIX E

Dismissal

Section 1 Employee Categories Covered

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

Section 2 Sufficient Cause for Dismissal of an Employee

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

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

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

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

Section 3 Composition of the Dismissal Review Committee

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

The administrator shall be selected by the President or designee.

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

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

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

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

Section 4 Preliminary Proceedings

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

Section 5 Formal Procedures Relating to Dismissal of an Employee

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

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

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

Section 6 Procedural Rights

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

1. The right to confront and cross-examine witnesses, provided that, when a witness cannot appear and compelling reasons exist, the identity of the witness and a statement of the witness reduced to writing shall be disclosed to the faculty member prior to the hearing.
2. The right to be free from compulsion to divulge information which the faculty member could not be compelled to divulge in a criminal proceeding.
3. The right to be heard in the faculty member's own defense and to present witnesses, testimony and evidence on all issues involved.

4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
5. The right to a representative of her or his choosing who may appear and act on the faculty member's behalf at the hearing.
6. The right to have witnesses sworn and testify under oath.

Section 7 Conduct of Formal Hearing

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

- 7.3 *Responsibilities of Dismissal Review Committee.* The responsibilities of the committee shall be to:
- 7.3.1 Receive guidance from the hearing officer regarding the conduct of its responsibilities;
 - 7.3.2 Review the case of the proposed dismissal;
 - 7.3.3 Attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses;
 - 7.3.4 Hear testimony from all interested parties, including but not limited to, other employees and students, and review any evidence offered by same;
 - 7.3.5 Arrive at its recommendations in conference on the basis of the evidence received into the record of the hearing. Within twenty-five (25) calendar days after the conclusion of the formal hearing, or as soon thereafter as reasonably practicable, the written recommendations of the committee will be presented to the hearing officer, the faculty member, the College President, and the Union.
- 7.4 *Final Decision by the Board.* The case shall be reviewed by the Board as follows:
- 7.4.1 Board review shall be based on the record of the hearing and on any record made before the Board, except that the Board shall not receive new evidence;
 - 7.4.2 The Board may permit an opportunity for oral or written argument or both by the parties or their representatives;
 - 7.4.3 The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board. The Board shall, within a reasonable time following the conclusion of its review, notify the affected faculty member in writing of its review decision and final order. If applicable, the final order shall specify the effective date of dismissal.
- 7.5 *Effective Date of Dismissal.* The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's review decision and final order as determined at the discretion of the Board.
- 7.6 *Appeals from Final Decision.*
- a. *Petition for Reconsideration.* The faculty member may petition the Board for reconsideration of its review decision and final order by filing a petition for reconsideration within fifteen (15) calendar days after service of the final order. The filing of a petition for reconsideration is not a prerequisite for seeking judicial review, but the time for filing a petition for judicial review does not commence until the Board disposes of the petition for reconsideration. The petition for consideration shall be deemed denied if within twenty (20) calendar days from the date the petition is filed the Board neither disposes of the petition nor serves written notice of the date by which the petition will be acted upon.
 - b. *Petition for Judicial Review.* The faculty member may petition for judicial review of the Board's review decision and final order by filing a petition for judicial review within thirty (30) calendar days after service of the Board's final order in accordance with the filing requirements of the Administrative Procedure Act, RCW 34.05.

- c. *Petition for Stay.* The filing of a petition for reconsideration or petition for judicial review shall not stay the effectiveness of the Board's decision and final order. The faculty member may petition the Board to stay the effectiveness of its final order by filing such petition within fifteen (15) calendar days after service of the order, unless otherwise provided in the final order.

Section 8 Suspension

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

Section 9 Publicity

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

Section 10 Time Limits

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

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

Renton Technical College (hereafter, "College") and the Renton Federation of Teachers, Local 3914 (hereafter, "Union") hereby agree to modify the collective bargaining agreement in the following manner:

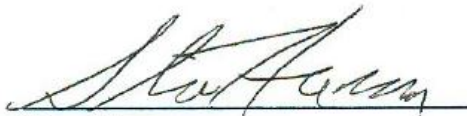
1. The terms and conditions of the collective bargaining agreement between the College and the union effective July 1, 2008 through June 30, 2011 shall be extended through June 30, 2012.
2. Extend the following MOU's to June 30, 2012

2010 MOU changing Appendix A, Section 3 Online Classes Salary Schedule

2010 MOU regarding the addition of three (3) non-contact days

2009 MOU changing Article XII Section 7.C changing rehiring pool from 1 to 2 year

FOR RENTON TECHNICAL COLLEGE



Steve Hanson
President

FOR RENTON FEDERATION OF
TEACHERS



Rick Geist
President

6/30/11
Date

6/30/11
Date

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

Renton Technical College (hereafter, "College") and the Renton Federation of Teachers, Local 3914 (hereafter, "Union") hereby agree to modify the collective bargaining agreement in the following manner:

1. The parties mutually agree that for the 2012-13 school year full time faculty will receive three (3) additional non-contact days for that year only. Additionally, the parties mutually agree that there will be three (3) less contact days in the academic calendar, maintaining the total full time faculty contract at 184 days.
2. The dates for the additional non-contact days will be the September 14, 2012, February 6, 2013 and May 7, 2013. The September 14th non-contact day will be the annual faculty in-service day.
3. It is expected that all faculty be on campus or at their off campus work site from 7:30 a.m. – 3:00 p.m. The additional non-contact days are to be used for such things as curriculum development, grading, staff meetings, meeting with students, etc.
4. Change 180 to 177 in the following Articles:

Article VI, Section 9.C Article VI, Section 15.8.4

Article XII, Section 1.B.b.2

Article XII, Section 1.C.2

Article XII, Section 2.A

5. Change section 2 of the Memorandum of Understanding dated June 30, 2011 to read:

Extend the following MOU's to June 30, 2010, or until replaced by a successor MOU or added in the contract, whichever occurs first.

2010 MOU changing Appendix A, Section 3 Online Classes Salary Schedule

2011 MOU changing Article XII Section 7.C changing rehiring pool from 1 to 2 year

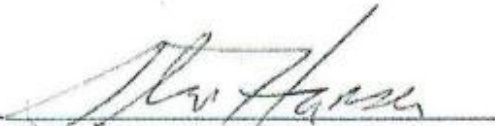
The following sentence is deleted:

2010 MOU regarding the addition of three (3) non-contact days

6. Change Article IX. Section 1.G

The College and Union recognize that the improvement of instructional programs and teaching methods require adequate time and concentrated effort. An in-service day will be identified on the Calendar, Appendix B, for each school year and will involve a full day of activity (7 Hours).

FOR RENTON TECHNICAL COLLEGE



Steve Hanson, President

9/6/11
Date

FOR THE RENTON FEDERATION OF
TEACHERS



Rick Geist, RFT President

9/2/11
Date

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

Renton Technical College (hereafter, "College") and the Renton Federation of Teachers, Local 3914 (hereafter, "Union") hereby agree to the following provisions:

1. From July 2, 2012 through September 12, 2012 the College will close at 12:00 p.m. on Fridays. The parties mutually agree that the faculty will modify the work week during that time period to provide six and one half (6) hours of instruction per day Monday through Thursday, and 4 hours of instruction on Fridays, within their normal contract.
2. Individual program needs may dictate an alternative teaching schedule. This will be determined by the appropriate supervisor.

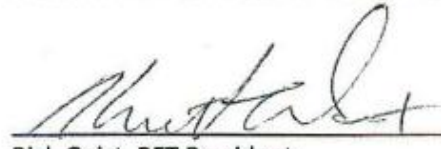
Signed this 5th day of March 2012.

FOR RENTON TECHNICAL COLLEGE



Steve Hanson, President

FOR THE RENTON FEDERATION OF TEACHERS



Rick Geist, RFT President

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

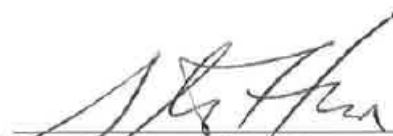
Renton Technical College (hereafter, "College") and the Renton Federation of Teachers, Local 3914 (hereafter, "Union") hereby agree that beginning in the 2013-14 school year full time teaching days will be comprised of one hundred and sixty five (165) contact days and nineteen (19) non-contact days.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

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

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

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

FOR RENTON TECHNICAL COLLEGE



Steve Hanson, President



Date

FOR THE RENTON FEDERATION OF
TEACHERS



Rick Geist, RFT President



Date

Signed this 5th day of June, 2012



Board of Trustees
Tyler Page, Chair



Renton Federation of Teachers,
Local 13914, WFT/AFT/AFL-CIO
Rick Geist, President

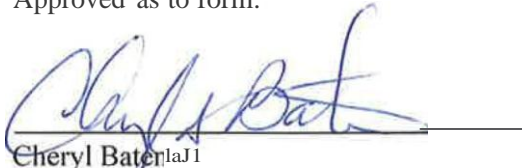


Renton Technical College
Steve Hanson, President

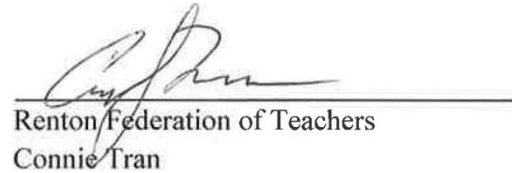


Renton Federation of Teachers
Glenda Hanson

Approved as to form:



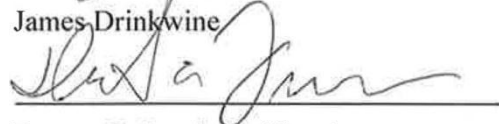
Cheryl Baten
Assistant Attorney General



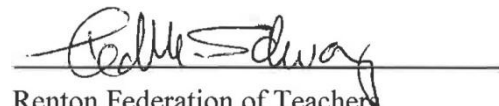
Renton Federation of Teachers
Connie Tran



Renton Federation of Teachers
James Drinkwine



Renton Federation of Teachers
David Freeman



Renton Federation of Teachers
Theodore Schwarz