



COLLECTIVE BARGAINING AGREEMENT

by and between

The Board of Trustees

of

College District No. 16

Yakima Valley College

and the

American Federation of Teachers – Yakima (AFT-Y)

Local No. 1485, AFT Washington, AFT, AFL-CIO

July 1, 2020 through June 30, 2022

COLLECTIVE BARGAINING AGREEMENT

**by and between
The Board of Trustees
of
College District No. 16, Yakima Valley College
and the
American Federation of Teachers – Yakima, (AFT-Y), Local No. 1485, AFT Washington,
AFT, AFL-CIO
July 1, 2020 through June 30, 2022**

<u>Article</u>	<u>Title / Subject</u>	<u>Page</u>
	Preamble	1
1	Recognition	1
2	Recognition of Rights and Functions of the Employer	1
3	AFT-Y Rights	2
	New Faculty Orientation	
	Payroll Deduction	
	Use of Facilities	
	Transaction of AFT-Y Business	
	Use of Equipment	
	Use of Internal Communication Systems and Distribution of AFT-Y Materials	
	Use of Bulletin Boards	
	Appearance at Board Meetings	
	Distribution of Agreement	
	District Information	
4	AFT-Y / Management Relations	3
5	Grievance Procedure	3
	Purpose, Definition and Understanding	
	Steps in the Grievance Procedure	
	Arbitration	
	Fees and Expenses of the Arbitrator	
	Judicial Review	
6	No Strike or Lockout	5

7	Scope of Agreement Supersession Completeness of Agreement Severability Issuance of Contracts Protection of Individual Rights Waiver of Right to Bargain	5
8	Working Conditions Applicable to All Academic Employees Instructor Job Description Librarian Job Description Counselor Job Description Minimum Qualifications for Academic Employee Positions Minimum Qualifications for Professional-Technical Fields Minimum Qualifications for Adult-Basic-Education Fields Disputes Concerning Minimum Qualifications Instructional, Student Service, and Library Programs Notice of Assignment Assignments in the Performing Arts and Athletics Appointments and Temporary Contracts Changes in Duties and Transfers Access to Documents Non-Discrimination Unsafe Conditions Parking Equipment and Supplies E-Learning E-Learning Workload and Development Travel Workspace, Etc Selling of Textbooks and Materials Textbook Proceeds Academic Freedom Intellectual Property Definition Intellectual Property Guiding Principles Insurance Medical Records Clean Indoor Air Use of Tobacco Products Drug Free Workplace and Drug Testing Sexual Harassment Policy Faculty Identification Cards Contributions to State Retirement Systems Whistleblower Procedure	6
9.	Personnel Files & Performance Evaluations Personnel Files Performance Evaluations for Academic Employees Performance Evaluations for Part-Time Academic Employees Performance Evaluation of E-Learning Classes	17

10.	Complaints, Discipline and Dismissal	19
	Right to Representation	
	Investigation of Complaints Against Academic Employees	
	Discipline	
	Corrective and Disciplinary Action	
	Special Procedures for Addressing Sexual Harassment Complaints	
	Reasons for Dismissal	
	Preliminary Proceedings Related to Dismissal – Informational Meetings	
	Dismissal Proceedings – Notice	
	Dismissal Proceedings – Procedural Rights of Affected Employees	
	Dismissal Proceedings – Hearing Officer Appointment and Duties	
	Dismissal Proceedings – Composition of Hearing Committee	
	Dismissal Proceedings – Duties of Hearing Committee	
	Dismissal Proceedings – Final Decision by the Board of Trustees and Effective Date	
	Dismissal Proceedings – Appeal from Board of Trustees Decisions	
11.	Working Conditions Applicable to Full-Time Academic Employees	24
	Workload Standards	
	Additional Assignments - Overload and Supplemental	
	Full-Time Faculty Pay Periods and Payment Options	
	Work Schedule	
	Tuition and Fee Waivers	
	Leave for Illness, Injury, Bereavement, Emergencies and Other Personal Reasons	
	Attendance Incentive Programs	
	Bereavement Leave	
	Parental Leave	
	Jury Duty	
	Unpaid Leaves of Absence	
	Retirement	
	Placement on the Salary Schedule	
	Access to Offices	
	Retention of Tenure Under Reduced Workload Assignments	
	Leave Sharing	
	Family Medical Leave Act	
	Military Leave	
	Victims of Domestic Violence	
	Special Considerations Related to Special Faculty Appointments	
	Seniority	
	Program Seniority	
12	Tenure, Dismissal Due to Reduction in Force or Program Elimination	34
	Definitions	
	Tenure Review Committee Purpose and Selection of Membership	
	Duties and Responsibilities of the Tenure Review Committee	
	Operating Procedures for the Tenure Review Committee	
	Written Reports of the Tenure Review Committee	
	Action by the Appointing Authority	
	Award of Tenure and Maximum Probationary Period	
	Rights, Obligations and Reasonable Expectations of the Probationer	
	Non-Delegation of “Appointing Authority”	
	Prior Service in Faculty Appointments	
	Review Committee Orientation	
	Dismissal Due to RIF or Program Elimination	
	Preliminary Procedures Relating to RIF Arising From a Financial Emergency	

Preliminary Procedures Relating to RIF Arising From Program Change or Elimination
 Procedures
 Layoff Appeal Rights
 Layoff Status and Recall Rights
 Non-Delegation of “Appointing Authority”
 Exclusion from the Grievance Procedure

13	Working Conditions Applicable to Part-Time Academic Employees	40
	<ul style="list-style-type: none"> Minimum Qualifications Applications for Part-Time Academic Employment Consideration for Part-Time Academic Employment Approval Process for Part-Time Academic Employment Approval in Emergency Situations Scheduling of Courses to be Offered on a Part-Time Basis Cancellation of Minimum Enrollment Classes Part-time Faculty Pay Periods Workload and Compensation Sick, Bereavement, and Emergency Leave Exclusion of Faculty or Special Faculty Release Time for Professional Activities 	
14	Governance, Curriculum, Program Review and Contract Committees	43
	<ul style="list-style-type: none"> Governance Divisions and Departmental Organization Department Leadership Department Functions Composition, Structure, Duties and Processes for Curriculum Development General Curriculum Review Process Division Curriculum Committees Composition and Operation of the Arts and Sciences Division Curriculum Committee Composition and Operation of College & Career Readiness Division Curriculum Committee Composition and Operation of the Workforce Education Division Curriculum Committee Joint Meetings of Division Curriculum Committees Other Curriculum Procedures Defined Program Re-Evaluation and/or Elimination Program Review – Disputes between the Program Review Committee and Administration Contract Committee 	
15	Professional Development	50
	<ul style="list-style-type: none"> Professional Leave Sabbatical Leave 	
16	Duration and Conditions	51
	<ul style="list-style-type: none"> Duration Re-Openers Printing and Distribution of Agreements 	

Appendices

A	Workload Standards Standard Workload Instructional Unit “IU” Calculation Method for Librarians and Counselors Instructional Unit “IU” Calculation by Mode of Instruction Office Hours Released Time Contact Hour Defined Breaks	52
B	Full-Time Faculty Salary Schedule Faculty Salary Range Additional Assignments Pro-Rata Calculation Salary Increases Future COLAs Future Salary Increments Turnover Savings	54
C	Part-Time Faculty Compensation Part-time Compensation Rate Future COLAs	56
D	Extended Days for Assignments in the Performing Arts and Athletics Assignments to the Performing Arts Assignments to Athletics	57
E	Performance of Academic Work by Administrators Definitions Qualification Requirement Advising Duties Carried Out by Administrators Advising Duties Carried Out by Other Non-Academic Employees Exclusion of Administrators from the Bargaining Unit Inclusion of Other Non-Academic Employees in the Bargaining Unit	59
F	Contract Committees	60



PREAMBLE

This AGREEMENT is by and between the BOARD OF TRUSTEES OF COLLEGE DISTRICT NO. 16 and AMERICAN FEDERATION OF TEACHERS - YAKIMA, Local 1485 AFT Washington, AFT, AFL-CIO (hereinafter called AFT-Y). The term "District" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

This AGREEMENT sets forth the terms and conditions of employment for all academic employees of the District. The term "academic employees" means all teachers, counselors, librarians, and department heads employed by the District, but does not include the position of Library Director in recognition by the parties hereto that a distinction between the administrative duties of a director of the library and the librarianship duties associated with the position is not feasible. Accordingly, the position of Library Director shall not be deemed a "department head" position within the meaning of Chapter 28B.52 Revised Code of Washington.

ARTICLE 1 RECOGNITION

The District hereby recognizes AFT-Y as the sole and exclusive representative of all academic employees employed by College District No. 16 consistent with statute as now or hereafter amended. Excluded from such recognition are all nonacademic employees.

Appendix G of this AGREEMENT sets forth provisions governing the performance of academic work by administrators and other nonacademic employees in the District, and is by this reference incorporated herein.

ARTICLE 2 RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the direction, assignment and job responsibilities of the work force are vested exclusively with the District subject to the terms and conditions of this AGREEMENT.

**ARTICLE 3
AFT-Y RIGHTS**

3.1 – New Faculty Orientation: AFT-Y has the right to share information about AFT with new full- and part-time faculty during their new faculty orientation process. The District, upon request, will share AFT-Y information digitally or in paper copies, with new faculty.

3.1.1 - Payroll Deduction: The District shall provide payroll deduction of dues. Authorization to deduct dues shall be included in the notice of assignment. Unless arrangements are made to self-pay appropriate dues, such deductions shall be made as required and remitted to the authorized AFT-Y representative within fifteen (15) working days of the issuance of the payroll checks. Dues deduction authorizations in effect prior to the effective date of this Agreement shall be carried forward. The Union agrees to defend and hold the Employer harmless for any claims arising as a result of the Employer's implementation of this section.

3.2 - Use of Facilities: AFT-Y and its members shall have the right to use the District facilities for meetings, subject to the standard Facilities Use Policy and Procedure. Exception: The AFT-Y shall be allowed to use ITV facilities for one (1) faculty meeting per academic quarter without cost. However, such use shall not interfere with or interrupt normal District operations nor cause increased maintenance costs to the District. Arrangements (if necessary) shall be made with the District for use outside of normal hours.

3.3 - Transaction of AFT-Y Business: Duly authorized representatives of AFT-Y shall be permitted to transact official AFT-Y business on District property at all reasonable times, provided that the transaction of such business shall not disrupt the normal operation of the District.

3.4 - Use of Equipment: AFT-Y shall have the right to use District equipment, including but not limited to calculating machines, computers, and all types of audio-visual equipment, at reasonable times, subject to the standard fees and conditions of the District, when such equipment is not otherwise in use. AFT-Y shall utilize reasonably qualified operators while using such equipment and shall pay for the actual cost of all materials and supplies incidental to such use or shall furnish its own materials and supplies.

3.5 - Use of Internal Communication Systems and Distribution of AFT-Y Materials: AFT-Y shall have the right to use the District communications services and faculty mailboxes for communications to academic employees, including mass distributions, provided that the material clearly indicates that AFT-Y is the distributor of the materials and that the material is related to the administration of this AGREEMENT.

Representatives of AFT-Y shall have the right to distribute materials to academic employees within the District. This right shall include but not be limited to access to faculty mailboxes, both physical and electronic.

3.6 - Use of Bulletin Boards: AFT-Y shall have the right to post notices of its activities and matters of AFT-Y concern on faculty bulletin boards.

3.7 - Appearance at Board Meetings: An officially designated AFT-Y representative shall have the right to appear at all open meetings of the Board of Trustees and to propose appropriate matters for the agenda consistent with applicable District procedures. AFT-Y shall have the right to enter background material on any issue brought before the Board. Such materials must be supplied a reasonable length of time prior to the meeting. AFT-Y shall be furnished agendas, minutes, and study materials for Board of Trustee meetings at the same time and in the same form as those furnished the Board except for that information which, in its current stage of discussion, must be considered confidential or to prevent embarrassment to an individual or the college.

Nothing in this provision shall preclude the Board of Trustees from holding executive sessions in a manner consistent with the Open Public Meetings Act.

3.8 - Distribution of Agreement: An electronic copy of the AGREEMENT shall be posted to the District web site and sent to all academic employees within twenty-four (24) hours after signature. Hard copies of the

AGREEMENT will be available within thirty (30) days following signature and may be requested from the Human Resource Services Department.

All newly hired, full-time academic employees shall be provided a copy of this AGREEMENT upon issuance of their notices of assignment, and a review copy shall be available to all applicants for faculty positions.

3.9 - District Information: The District, upon request, agrees to provide information required by AFT-Y to perform its representative responsibilities.

ARTICLE 4 AFT-Y/MANAGEMENT RELATIONS

The District and AFT-Y agree that their representatives shall meet once per academic quarter and/or upon mutual agreement for the purpose of reviewing the administration of this AGREEMENT. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this AGREEMENT. Neither party shall have any control over the selection of the representation of the other party, provided, however, that neither party shall have more than six (6) representatives at such meetings. It is further agreed that nothing in this Article shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this AGREEMENT.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 - Purpose, Definition, and Understanding: The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of AFT-Y or academic employee(s). A grievance is defined as any condition, action, or lack of action on the part of the District that AFT-Y or academic employee(s) believes to be a violation, misinterpretation, or misapplication of this AGREEMENT. Grievances shall be processed as rapidly as possible. Time limits expressed herein may be extended by mutual agreement in writing. Individuals involved in the grievance procedure shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance procedure. The District and AFT-Y agree that any grievance pending arbitration continues regardless of whether the individual(s) involved are continuing in employment or not.

5.2 - Steps in the Grievance Process: Grievances shall be handled in the following manner:

Step One: Initiation of a Grievance and Timely Filing - A grievance may be filed with the District by either a faculty member or AFT-Y, so long as it is filed not more than fifteen (15) scheduled work days after the filing party's cognizance of the facts upon which the grievance is based. As used throughout the Grievance Process, "Scheduled Work Day" refers to the regular, scheduled workdays for full-time faculty during Fall, Winter, and Spring Quarters as per the Calendar Agreement. The written grievance shall state the facts upon which it is based, the applicable provision(s) of this AGREEMENT, and the remedy sought. It shall be dated, signed by the Grievant, and served to the appropriate administrator, with a copy sent to the Human Resource Services Department. Receipt of the grievance shall be acknowledged in writing by the administrator. During the Grievance Process, the District and Union upon request from the other shall furnish such information as necessary.

Step Two: Response to Grievance - Upon receipt of the Grievance, a meeting shall be arranged between the grievant(s), their representative and the appropriate administrator to discuss the issue brought forward in the written grievance. The meeting should take place within ten (10) working days of receiving the grievance. The administrator shall provide a written response to the Grievant within ten (10) working days of the grievance meeting. The District shall forward a copy of both the grievance and the response to the AFT-Y President. If AFT-Y agrees with the District's decision, the grievance shall be deemed closed and settled on the District's final answer.

Step Three: AFT-Y Continuation of Grievance – If AFT-Y disagrees with the District's decision; the grievance may be continued by filing a formal continuation with the Vice President for Instruction and Student Services, with a copy sent to the Human Resource Services Department. If the Vice President was the District representative at Step One, the grievance shall be submitted to the President. The grievance must be filed at Step Three by an AFT-Y representative within ten (10) work days after the Step Two answer is received. The original grievant(s) and the AFT-Y representative shall be present at any meeting called to consider the grievance at Step Three. Additional investigatory measures may be utilized by the Vice President or the President. The Vice President or President, as appropriate, shall send his or her written answer to the AFT-Y representative within ten (10) scheduled work days of the Step Three filing.

In any case where a grievance is not timely filed or submitted to the next step, the grievance shall be deemed finally closed and settled on the basis of the District's last answer unless both parties mutually agree to extend time limits. In any case where the District fails to meet time limits, the grievance may be filed at the next step unless both parties mutually agree in writing to extend time limits.

5.3 - Arbitration - If no settlement is reached at Step Three, AFT-Y may at its sole discretion request that the grievance be arbitrated, provided, however, that such a request must be submitted within fifteen (15) scheduled work days after the Step Three answer. The request shall be in writing and shall be submitted to the American Arbitration Association under its labor arbitration rules. A copy of the request shall be submitted at the same time and in the same form to the District at the office of the Vice President or President, as appropriate.

Only grievances initiated during the life of this AGREEMENT may be submitted to arbitration. The parties agree to accept the arbitrator's award as final and binding upon them. The arbitrator shall not have any power to modify, add to, subtract from, or disregard any of the terms and conditions of the AGREEMENT.

In addition, the jurisdiction of the arbitrator shall be subject to the following provisions:

- a. The arbitrator shall adjudicate only issues that arise under the express terms and conditions of this AGREEMENT or that are presented by any submission agreement(s).
- b. The arbitrator shall not have authority to extend interpretations to matters other than those applicable to the particular issue(s) before him or her.
- c. The arbitrator's decision and award shall not grant relief extending beyond the termination date of this AGREEMENT or any renewal or extension(s) thereof.
- d. The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if appropriate), and the reasoning and grounds upon which the decision is based, and shall be rendered within thirty (30) calendar days of the date written briefs are received from the parties.
- e. The arbitrator's decision and award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and on the matters presented in the written briefs of the parties.
- f. The arbitrator may retain jurisdiction until such time as the award is completed.
- g. The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.

Arbitration hearings shall be conducted during normal working hours. Employees directly participating in such hearings shall be granted released time.

5.4 – Fees and Expenses of the Arbitrator: The fees and expenses of the arbitrator shall be borne equally by the parties except as provided otherwise in Section 5.3 above.

5.5 - Judicial Review: Nothing in this Article shall preclude judicial review of an arbitrator's decision in the manner permitted by law.

ARTICLE 6 NO STRIKE OR LOCKOUT

The parties agree that there will be no strike or lockout during the life of this AGREEMENT.

ARTICLE 7 SCOPE OF AGREEMENT

7.1 - Supersession: This AGREEMENT constitutes the negotiated agreement between the District and AFT-Y and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this AGREEMENT supersedes any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

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

7.3 - Severability: Both parties believe that all provisions of this AGREEMENT are lawful. If any provision of this AGREEMENT should be found contrary to existing law by a court of competent jurisdiction, the remainder of the AGREEMENT shall not be affected thereby. If a provision is thus found to be contrary to law, the parties, upon request of either party, shall enter into negotiations within thirty (30) scheduled work days for the purpose of arriving at a mutually satisfactory replacement of the provision.

7.4 - Issuance of Contracts: All employee contracts shall be issued subject to and consistent with Washington State law and the terms and conditions of this AGREEMENT.

7.5 - Protection of Individual Rights: Nothing contained in this AGREEMENT shall be construed as denying the right(s) of an individual academic employee provided by law.

7.6 - Waiver of Right to Bargain: Except as specifically stated otherwise in this AGREEMENT, AFT-Y agrees that the District shall not be obligated to bargain collectively with AFT-Y before making changes in academic employees' wages, hours, or working conditions not covered by this AGREEMENT under the following circumstances:

- a. The academic employee's work is under or pursuant to a Job Service Program Contract (or its equivalent); or
- b. The change is mandated by a state or federal executive order, regulation, or statute; or
- c. The academic employee's work is under or pursuant to a contract for a state or federal grant, and the change is required by one or more provisions of the contract.

No such change shall be made by the District, however, without first providing AFT-Y with reasonable notice of the intent to make a change and the basis for it, nor shall any such change go beyond the scope of the express

circumstance invoked by the District. Accordingly, AFT-Y hereby specifically waives any right it or academic employees might otherwise have to request or demand bargaining under the circumstances described above.

ARTICLE 8 WORKING CONDITIONS APPLICABLE TO ALL ACADEMIC EMPLOYEES

8.1 - Instructor Job Description: An instructor shall be responsible to the appropriate Dean in those areas designated in this job description.

The primary responsibility of an instructor shall be instruction based on special educational qualification, as assigned, and issuing grades to students. Such responsibilities shall also include: effective and full use of the designated class meeting time and adequate preparation for course instruction.

An instructor shall also be responsible for ordering the necessary textbooks and audio-visual and arranging for technical assistance of those courses assigned. He or she shall also submit requests for supplies, equipment, and budgetary items in good order and in good time.

8.1.1 - Technical Assistance and Training: The school will provide all instructors, both full-time and part-time, with the technology tools and training they need to perform their assigned job duties, including but not limited to: computer (with microphone, video, and headset), access to a printer or print shop, email login and other access codes, and training on how to use the current LMS and other necessary online teaching tools.

8.1.2 - Full-Time Instructor Duties:

Full time instructor responsibilities shall also include:

- (a) participation in college-wide registration and advising (as assigned);
- (b) performing other specifically assigned duties related to instruction by mutual agreement with the faculty member and in consultation with the department;
- (b) availability for student consultation outside of class on a daily basis

A full-time instructor shall participate on proper notification and to the extent reasonably possible in committee work and planning, research and innovation, course and curriculum planning, in-service training, meetings, and other specifically assigned duties.

A full-time instructor shall be required to be on campus, at other assigned locations, and/or in travel between assignments for thirty-five (35) hours per week.

8.2 - Librarian Job Description: A librarian shall be responsible to the Library Director in those areas designated in this job description.

A librarian shall assist students and academic employees in locating and using printed and audio-visual materials in the library.

A librarian may classify and assign subject headings to books, tapes, records, slides, films and other learning or source materials in such manner as to make the various materials easily available to students and academic employees.

A librarian shall select print and non-print materials to supplement the curriculum and to enrich the collection.

A full-time librarian shall participate on proper notification and to the extent reasonably possible, in committee work and planning, research and innovation, course and curriculum planning, in-service training, meetings, and other specifically-assigned duties.

A Librarian may teach courses appropriate to Library Sciences. A librarian shall assist students and faculty

individually, in groups, or in classes.

A full-time librarian shall be required to be on campus, at other assigned locations, and/or in travel between assignments for thirty-five (35) hours per week.

8.3 - Counselor Job Description: A counselor shall be responsible to the Dean of Students in those areas designated in this job description.

The primary duty of a counselor shall be participation in the Counseling Center's ongoing program based on special educational qualification and experience, as assigned. The responsibilities of a counselor include:

- a. assisting students with available information relating to professional-technical, academic, and developmental programs, including courses and activities in the District and transfer requirements and general information regarding other institutions;
- b. counseling with students individually and in groups;
- c. interpreting standardized tests and measurements commonly understood to be psychological innature;
- d. serving as a referral person, when appropriate, in cases where students may need additional medical, social, or educational help;
- e. assisting students individually or in groups and/or classes to acquire and develop more effective study skills;
- f. providing career guidance and/or placement information to individuals or to groups and/or classes;
- g. serving as a consultant to students referred from other academic employees or from schools within the College District;
- h. working with counseling personnel in high schools to provide accurate information about District programs;
- i. assisting in training students and faculty for advisory and orientation functions;
- j. maintaining a file of up-to-date transfer information on assigned institutions to help students in planning for additional education; and
- k. assisting professional-technical areas in the screening and selection of students, as required.

A counselor may instruct classes with the approval of the Dean of Student Services.

To the extent reasonably possible, a counselor shall keep abreast of developments in the counseling field.

A full-time counselor shall participate with proper notification, and to the extent reasonably possible, in committee work and planning, research and innovation, course and curriculum planning, in-service training, meetings, and other specifically-assigned duties.

A full-time counselor shall be required to be on campus, at other assigned locations, and/or in travel between assignments for thirty-five (35) hours per week.

8.4 – Minimum Qualifications for Academic Employee Positions: Applicants for academic employee positions for which an advanced degree is normally available shall hold a master's degree in the field of specialization or closely related field required by the position from an accredited college or university or shall hold a bachelor's degree in the field and have extensive professional experience in performing the duties of the position at the college level. Applicants who hold a bachelor's degree in the field and are All-But-Dissertation (ABD) shall be

deemed to have provisionally satisfied the master's requirement, but must complete a master's degree or their doctorate within three (3) consecutive academic years to be eligible for continued employment unless extraordinary circumstances exist as deemed by the parties to this Agreement. In the event the parties cannot agree to an extension, the provisions of the Agreement (above) shall apply. Any new hire placed on the salary schedule and holding less than the master's degree, shall be required to earn such an advanced degree within the probationary period to be considered for continued employment.

8.5 – Minimum Qualifications for Professional-Technical Fields: Professional technical academic employees performing services for which advanced degrees are commonly available shall hold the equivalent of a master's degree in the field of their educational service from an accredited college or university or a bachelor's degree and professional expertise in the field of their educational service. Applicants who hold a bachelor's degree in the field and are ABD shall be deemed to have provisionally satisfied the master's requirement, but must complete their doctorate within three (3) consecutive academic years to be eligible for continued employment unless extraordinary circumstances exist as deemed by the parties to this Agreement. In the event the parties cannot agree to an extension, the provisions of the Agreement (above) shall apply. Professional-technical academic employees for which bachelor's or master's degrees are not commonly available shall be particularly qualified to provide instruction in their area of specialization as demonstrated by possession of the following:

- a. Sufficient broad and comprehensive training;
- b. Industry recognized certification when available; and
- c. Two years relevant work experience and/or relevant, current teaching experience that particularly qualifies them to provide instruction in their area of specialization.

In extraordinary cases, the requirements in (a) and (b) may be waived by the college president. For personnel under waiver, a professional development plan must be developed to meet criteria under (a) or (b) of this subsection. This plan must be completed within three (3) consecutive academic quarters to be considered for continued employment..

Part-time professional-technical teaching personnel must meet minimum qualifications as defined by (a), (b), or (c) of this subsection and have verification on file. This record must be on file for each part-time instructor during each quarter of teaching employment.

Professional-technical teaching and certification standards required by applicable statute and Washington Administrative Code shall be followed by the District with respect to academic employees affected by such standards

8.6 – Minimum Qualifications for Adult-Basic-Education Fields: Applicants for positions in adult-basic-education fields shall hold a bachelor's degree in the field of specialization required by the position from an accredited college or university.

8.7 - Disputes Concerning Minimum Qualifications: Disagreements between the administration and a department or administrative unit concerning whether a candidate for academic employment meets the minimum qualifications set forth in this article shall be submitted in writing to the President, who shall make a final written determination that includes the grounds on which the determination is based. A copy of any such determination shall be presented at the same time and in the same form to AFT-Y.

8.8 - Instructional, Student-Service, and Library Programs: The following shall be the instructional, student-service, and library programs to which academic employees holding faculty appointments may be assigned. The designators of these programs are included in parentheses.

College & Career Readiness (CCR, ABE, HSC)
Agriculture/Viticulture (AG, AGEEN, AGSCI)
Allied Health Technology (AH, AHBC, AHCN,

AHMA AHMI, AHPH AHPT, AHST)
American Sign Language (ASL)
Anthropology (ANTH)
Art (ART)
Astronomy (ASTR)
Automotive Service Technology (AST)
Biology (BIOL)
Business Administration (ACCT, BA, BUS, BASM)
Business Technology (BT)
Chemical Dependency (CD)
Chemistry (CHEM)
Chicano/a Studies (CHST)
College Academic Skills (CAS)
Community Training (CRTR)
Communications Studies (CMST) Counseling
Criminal Justice (CJ)
Dental Hygiene Assistant (DA)
Dental Hygiene (DH, BAS-DH)
Drama (DRAMA)
Early Childhood Education (ECED) Economics (ECON)
Education (EDUC, BASTE)
Engineering (ENGR, GIS, UAS)
English (ENGL)
English Language Acquisition (ELA)
English-as-a-Second-Language, Literacy, Non-transfer (ABESL)
English Language Learners (ELL)
Ethnic Studies (ETHS)
French (FREN)
Geography (GEOG) Geology (GEOL)
German (GERM)
Health Education (HLTH)
History (HIST)
Humanities (HUM)
Information Technology (IT, BAS-IT)
Job Skills (JBSK)
Library
Mathematics (MATH)
Music (MUS)
Nursing (NRSE)
Nutrition (NUTR)
Philosophy (PHIL)
Photography (PHOTO)
Physical Education (PE, PEM, PEW)
Physical Science (PHSCI)
Physics (PHYS)
Political Science (POLS)
Professional Technical Studies (PTECH)
Psychology (PSYCH)
Radiologic Sciences (RT)
Reading (READ)
Social Science (SOSCI)
Sociology (SOC)
Spanish (SPAN)
Speech (SPCH)
Special Education (SPED)

Student Development (SD)
TV/Video Production (TVID)
Veterinary Technology (VET)

Upon establishment of a new program in accordance with the provisions of Section 14.12 below, representatives of the District and AFT-Y shall meet to consider whether the new program should be added to the list herein. Disputes may be submitted directly to arbitration by AFT-Y under the provisions of Article 5 of this AGREEMENT, beginning at step three of the grievance procedure.

8.9 - Notice of Assignment: All academic employees who hold an appointment with the District or who are employed without an appointment shall be issued a Notice of Assignment prior to each assignment period. In the event of changes, additions or deletions of instructional duties, academic employees will receive notice as soon as possible, but in no event more than twenty (20) calendar days after the beginning of the assignment.

The Notice of Assignment shall be the only appointment, contract, or assignment form used by the District for academic employees and shall state:

- a. that the Notice of Assignment incorporates by reference this AGREEMENT, which states the terms and conditions of employment;
- b. the location and nature of the assignment(s);
- c. the salary level or salary as appropriate;
- d. the beginning and ending dates of the assignment period;
- e. the total number of days or hours, as appropriate, of the assignment period; and
- f. the type of appointment held by the employee

Additionally, the District shall provide written notification to academic employees regarding the following:

- the method and dates of payment;
- the extent to which the individual academic employee is covered by insurance programs offered by the District and/or the state of Washington;
- the extent to which the employee is entitled by law and/or this AGREEMENT to participate in such programs; and
- the procedures such employee must follow to participate in such programs.

The Notice of Assignment shall be signed on behalf of the District by the President or designee. The Notice shall then be signed by the academic employee whose signature shall indicate that he or she does not intend to resign the faculty appointment during the stated assignment period. Upon execution of the Notice by the President (or designee) and the employee, copies shall be forwarded by the District to the employee's personnel file, the Payroll Office, and AFT-Y. The copy provided to the academic employee for his or her own records shall be a legal copy.

The Notice of Assignment form shall be used exclusively for academic employees. The existing form may be changed from time to time due to suggestions from the District or AFT-Y or due to statewide record-control procedures governing agencies. All potential changes to the form will be mutually discussed and approved by representatives of the District and AFT-Y.

8.10 - Assignments in the Performing Arts and Athletics: Except when performed by "administrators" as defined in Sections F.1 and F.5 of this AGREEMENT, assignments in the Performing Arts and Athletics are deemed to be academic assignments. Compensation and other terms and conditions of employment for individuals (other than "administrators") who are assigned such duties are set forth in Appendix D, which by this reference is attached hereto and incorporated herein.

The number of coaching positions for each sport shall be in accordance with established practice under this AGREEMENT and its predecessor.

8.11 - Appointments and Temporary Contracts: Except in cases where a "special faculty appointment" as

delineated in the tenure law applies, all full-time academic employees shall be offered either a tenured or probationary faculty appointment. Academic employees working less than full time shall be given either a temporary contract or, in those cases where tenure considerations apply, shall be given a tenured or probationary faculty appointment in accordance with the law and this AGREEMENT.

8.12 - Changes in Duties and Transfers: The District shall consult with an academic employee in a timely manner before assigning substantially new or different duties to the employee. "In a timely manner" shall mean consultation with and official notification to the academic employee at least one (1) full academic quarter (including summer quarter) prior to the commencement of the new assignment.

No academic employee shall be required to accept reassignment to a nonacademic-employee position. When any such reassignment is made, the District shall provide written notice of the reassignment (including its duration) and the terms under which the employee may return to his or her former status. Upon expiration of the reassignment, return to academic employee status shall be automatic and shall be, except as otherwise provided in this AGREEMENT, to the same status, terms and conditions of academic employment as held prior to the reassignment.

Transfers of academic employees holding faculty appointments from one work site to another for a period of three (3) consecutive quarters or more shall be deemed a change of "official duty station" at the conclusion of the third (3rd) quarter of any such period if the transfer remains in place. Transfers for periods of lesser duration shall not be deemed a change of "official duty station."

When more than one (1) academic employee holding a faculty appointment is qualified to perform the duties of the position at the different site, involuntary transfers shall be made on the basis of reverse program seniority unless the position involves more than one program, in which case an involuntary transfer shall be made on the basis of reverse seniority in the District, as specified on the seniority list developed in accordance with Section 12.13 of this AGREEMENT. Exceptions to the application of such reverse-seniority requirements to involuntary transfers may be made only when the District has cause to assign a more senior academic employee to the site. In any such case, the District shall set forth the cause in writing.

In cases where travel to a location other than the official duty station is regularly required of an academic employee, the appropriate Dean shall specify appropriate released time or an appropriate number of instructional units to be computed in the employee's workload in accordance with provision No. 5 of Appendix A.

In any grievance challenging an involuntary transfer, the grievant shall have the burden of demonstrating that the transfer decision was arbitrary or capricious.

8.13 - Access to Documents: Each academic employee shall have access to any District document that affects his or her status of employment.

8.14 - Nondiscrimination: No academic employee shall be discriminated against on the basis of race or ethnicity; creed; color; national origin; age; sex; ability of a mother to breastfeed her child; marital status; sexual orientation and/or gender identification; genetic information; religion; the presence of any sensory, mental or physical disability; military status or whether a disabled or Vietnam-era veteran, political affiliation, activity, or belief, in accordance with state or federal law. Claims of discrimination under this Section shall be excluded from the grievance procedure.

8.15 - Unsafe Conditions: No academic employee shall be required to work under known unsafe or hazardous conditions or to perform tasks that endanger his or her health, safety, or well-being or the health, safety, or well-being of students.

8.16 - Parking: A reserved parking area at the main campus and at any other site of the District's operation shall be provided and maintained for academic employees during all times of instruction, day and evening. This area shall be provided without cost to the employee. Appropriate parking stickers shall be issued to all academic employees of the District.

This section shall be deemed satisfied if an academic employee is assigned to a site not owned or operated by the District or free public parking is readily available. If free public parking is not available, the District shall extend every effort to arrange parking at no cost to the employee.

8.17 - Equipment and Supplies: Equipment and supplies deemed necessary by the District for any District offering shall be provided by the District.

8.18 – E-Learning: YVC recognizes that e-learning requires technological support, training and continuing development.

To ensure educational quality, faculty who engage in e-learning will be provided with the equipment, supplies and training necessary to develop eLCs in their discipline. Available technology, equipment, and training needs should be identified and in place prior to e-learning courses being taught.

Academic employees are not responsible for providing technical support to students or for equipment used by students. Class size for e-learning classes shall be determined in the same manner as traditional classes offered by the college.

The employee retains decision-making authority regarding teaching methods, strategies and techniques for the e-learning courses. Grading procedures, class scheduling, and faculty evaluations will follow the same policies and procedures established for traditional courses. Faculty must be notified of administrators viewing their courses.

8.18.1 - E-Learning Workload and Development: e-Learning courses may be part of a full-time employee's load. eLearning courses may also be taught through an adjunct contract.

Full-time faculty are required to be available to students on a regular basis, as communicated to students. This availability should not be construed as meaning that e-learning faculty need to work beyond the 35 hour work week established in Article 8.1

Both Full Time and Adjunct Instructors who are required to develop or convert existing courses to eLCs shall be compensated by stipend and/or release time. Such compensation will be specifically addressed in the written agreement (see appendix G) by the employee and the appropriate supervisor following guidelines below:

- a. If stipend is determined, the compensation shall be \$300 per IU
- b. If release time is determined, the amount of time shall be one IU per credit.
- c. Or, a combination of the above.

YVC shall not assert any interest, unless required by law, in instructional technology materials created by an employee without the use of appreciable YVC support and used solely to assist the Academic employee or enhance the students' learning experience.

In the interest of maintaining a fully professional academic workforce, faculty who have developed online courses shall not be required to give their online course materials (including recorded lectures, discussion prompts and interactions, and other interactive materials) to faculty replacements teaching the same class in a future quarter. Exceptions apply to faculty who were paid to develop this course for use by the entire department or program and faculty who are replaced mid-quarter due to illness or other emergency. Faculty may, as always, share content or classes with colleagues, but will not be forced to hand-over whole classes to their replacements.

8.19 - Travel: Transportation for District business shall be provided by the District. If District transportation is not available, the employee shall be reimbursed at the standard District rate for the use of his or her personal vehicle or public transportation used. No academic employee shall be required to use his or her personal vehicle to transport District equipment, supplies, personnel, or students.

In cases where travel to a location other than the official duty station is regularly required of an academic employee, the appropriate Dean shall specify appropriate released time or an appropriate number of instructional units to be computed in the employee's workload in accordance with provision No. 5 of Appendix A.

Mileage costs for required travel shall be reimbursable in accordance with state regulations as transportation for District business in the following instances: (a) where the location is the sole work location and in any one day, reimbursement shall be for the total round-trip mileage to the site less the total round-trip mileage between the employee's residence and the official duty station; (b) where the location is in addition to the official duty station in the same day, reimbursement shall be for the round-trip mileage between the official duty station and the additional location; (c) other travel situations shall be evaluated by the appropriate Dean in consultation with the affected academic employee.

8.20 - Workspace, Etc.: Workspace, clerical assistance, instructional supplies, materials, and copy machines deemed necessary by the District for academic employees shall be provided and maintained in locations selected by the District.

8.21 Textbook Proceeds: Academic employees may accept and utilize textbooks and other educational materials provided to them free of charge by publishers. Such textbooks and materials may not be converted for personal gain.

8.22 - Academic Freedom: Academic employees are free to pursue scholarly inquiry without undue restriction and to voice and publish their conclusions concerning the significance of evidence they consider relevant. District administrators and the faculty both recognize a mutual interest in ensuring that academic employees must be free from the fear that others, inside or outside the District, may threaten their professional careers or the material benefits accruing from those careers. Accordingly, these employees are entitled to freedom in the classroom in presenting the subjects they teach and shall be free to select and use textbooks that they deem suitable for such presentation. They shall be free from institutional censorship or discipline when they speak, write, or act, provided that they shall strive to be accurate, to exercise appropriate restraint, to show respect for the opinion of others, and to avoid creating the impression that they speak or act for the District when they speak or act as private persons. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. Because the accuracy of audio or video recordings cannot be verified, no tape recordings of any class session shall ever be used against an academic employee in any impeachment proceeding or in any dismissal, disciplinary, or personnel action. Individuals not enrolled in the class(es) (other than appropriate administrators or other faculty) will not be allowed access to the classes or class material unless the faculty member agrees in advance to such access, or unless such access and/or reproduction of class materials are pursuant to a requirement of law. Other staff access to such material will be limited to issues of software functionality. Faith in the academic employee should find a place in the administrative regulations of the District and their day-to-day application in recognition of the academic employee's professional judgment and good will.

In any challenge to a grade issued by an academic employee, the presumption shall be that the grade is correct, and the District shall not change the grade without just cause. All grade challenges that cannot be resolved through informal consultation between the student and the academic employee shall be addressed through the provisions of Section 10.2 below concerning Complaints.

8.23 - Intellectual Property Definition: As used herein, "intellectual property" shall generally be defined as any trademarkable, copyrightable, or patentable material or thing including, but not limited to, books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers; lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids; video and audio tapes and cassettes, computer programs and/or applications; e-learning materials or associated data files; video and audio broadcasts; programmed instruction materials; paintings, sculptures, photographs, and other works of art.

8.24 - Intellectual Property Guiding Principles: The following general principles will guide determination of ownership of intellectual property at Yakima Valley College.

- a. The laws of the State of Washington (RCW 42.52.160) and the State Ethics Board (WAC 292- 110-010) strictly prohibits the use of public resources for personal gain or the conversion of public resources to personal property.
- b. The presumption of ownership is with the academic employee when no college resources are used in its creation; otherwise, the presumption of ownership is with the college.

8.25 - Insurance: Academic employees shall be afforded liability protection by the District in accordance with the Tort Claims Act of the state of Washington.

The District shall contribute the maximum amount authorized and funded by the Legislature for approved medical, life, salary, liability, optical, and dental insurance programs. All insurance shall remain in effect during periods when the academic employee is on paid leave. The academic employee has the option of continuing all insurance benefits at his or her own expense while on unpaid leave if legally permissible. The District's contribution to the insurance plans shall be in accordance with state law and the regulations of the State Healthcare Authority / Public Employees Benefits Board. State mandated insurance plan participation, coverage, benefits and contribution rates are not grievable.

The District will assist the employee in maintaining insurance coverage while on leave by providing information and forms. The District shall inform each academic employee about all known insurance options and important dates related thereto. The District will simply make such information available and will not give advice or otherwise be involved in the personal options and selections of the employees.

To the extent provided by law and the regulations of the State Employees Benefits Board, part-time faculty shall be entitled to participate in insurance plans available to full-time faculty.

The District and each academic employee shall participate in social security in accordance with applicable federal statutes.

8.26 - Medical Records: Medical records maintained by the District regarding academic employees shall be subject to the Health Insurance and Portability Act (HIPAA) laws.

8.27 - Clean Indoor Air: Academic employees shall not smoke in classrooms, offices and office reception areas, lounges, conference rooms, or other indoor areas normally used by academic employees, District personnel, or students. This prohibition applies to vaping and all forms of smokeless tobacco.

8.28 - Use of Tobacco Products: While on District property, academic employees shall comply with applicable state law regarding the use of tobacco products. District employees are also prohibited from using tobacco products while in or operating state owned vehicles. The District shall notify employees of applicable state laws regarding the use of tobacco products and provide appropriate receptacles for disposal of tobacco products in outdoor tobacco use areas.

8.29 - Drug-Free Workplace and Drug Testing: Consistent with the Federal Drug-Free Workplace Act of 1988, the District will endeavor to maintain a drug-free workplace. Accordingly, illegal possession, use, or distribution of drugs and/or marijuana by an academic employee in any facility of the District or on any District premises or at any activity operated or supervised by the District shall be prohibited. Any academic employee violating this rule shall be subject to disciplinary action (up to and including discharge) under the terms and conditions of this AGREEMENT. Any academic employee employed under a grant as defined by the Act shall be required to notify the District of any criminal-drug-statute conviction for violation occurring in the workplace. Such notification shall be in accordance with the requirements of the Act.

No academic employee shall be subject to any blood, urine, or other test by or on behalf of the District designed

to identify the presence in the body of controlled and/or illegal drugs or alcohol until or unless the parties to this AGREEMENT have negotiated regarding a drug-screening program for academic employees in accordance with Chapter 28B.52 Revised Code of Washington.

8.30 – Sexual Harassment Prohibited: Academic employees shall be free from sexual harassment as defined in the YVC Administrative Procedure 4.32, and they shall not sexually harass each other, students, or other employees of the District. Procedures for addressing sexual harassment complaints can be found in Article 10.5.

8.30.1-Definition: "Sexual Harassment" shall be defined as unwelcome sexual advances, requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature. Under this definition, "sexual harassment" exists when (a) submission to such conduct is made either explicitly or implicitly a term or condition of an academic employee's employment status or a student's academic status; (b) submission to or rejection of such conduct by an individual is used as a basis for employment decisions or academic decisions affecting such individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working or learning environment.

8.31 - Faculty Identification Cards: All academic employees of the District may request identification cards at the beginning of their assignment periods. The cards shall verify that the individual named is an academic employee of the District.

8.32 - Contributions to State Retirement Systems: The June 19, 1991, Joint Agreement between the District and AFT-Y regarding requirements of State Retirement Systems and SBCTC for correcting teachers'-retirement-plan-membership errors affecting part-time academic employees employed by the District at any time between September 1, 1985, and December 31, 1990, who were members of the WSTRS programs is by this reference attached hereto and incorporated herein. State mandated pension plan participation, coverage, benefits and contribution rates are not grievable.

8.33 Whistleblower Procedure: This Whistleblower Procedure is intended to enable Faculty to raise serious concerns internally so that YVC can address and correct inappropriate conduct and actions. It is the responsibility of all YVC employees to report concerns about violations of YVC's code of ethics or suspected violations of law or regulations that govern YVC's operations. This procedure is put in place to allow reporting of such violations without retribution.

1. The Whistleblower should promptly report the suspected or actual event to his/her supervisor.
2. If the Whistleblower would be uncomfortable or otherwise reluctant to report to his/her supervisor, then the Whistleblower should report their concerns to one of the College's Ethics Officers. This responsibility is held by the Vice President of Administrative Services and the Executive Director of Human Resource Services.
3. If the reporting employee's concerns are not resolved through internal reporting, the employee may choose to report their concerns to external authorities, such as the Office of State Auditor or the Executive Ethics Board.
4. The Whistleblower can report the event with their identity or anonymously. By filing anonymously, the College will investigate the reported conduct but no findings will be provided to the complaining party and limited actions can be taken against the employee engaging in misconduct.
5. The Whistle blower shall receive no retaliation or retribution for a report that was provided in good faith – that was not done with malice to damage another or the organization.
6. A Whistleblower who makes a report that is not done in good faith is subject to appropriate disciplinary action, which may include termination of employment or other legal means to protect the reputation of the suspected party or YVC.

7. Any employee who retaliates against the Whistleblower (who reported an event in good faith) will be subject to appropriate disciplinary action, which may include termination of employment.
8. Crimes against person or property, such as assault, rape, burglary, etc., should immediately be reported to local law enforcement personnel and YVC Campus Security as time allows.
9. College Administrators who receive the reports must promptly act to investigate and/or resolve the issue.
10. The Whistleblower, unless filed anonymously, shall receive a report within fifteen (15) business days of the initial report, regarding the investigation, disposition or resolution of the issue.
11. If the investigation of a report, that was done in good faith and investigated by internal personnel, is not to the Whistleblower's satisfaction, then they have the right to report the event to the appropriate legal or investigative agency.
12. The identity of the Whistleblower, if known, shall remain confidential to those persons directly involved in applying this procedure, unless the issue requires investigation by law enforcement, in which case members of the organization are subject to subpoena.

ARTICLE 9
PERSONNEL FILES & PERFORMANCE EVALUATIONS

9.1 - Personnel File: The District shall retain one (1) personnel file for each academic employee. This file shall be in the Human Resource Services Department. No other personnel file shall be maintained by any officer or administrator of the District. This provision shall not preclude the maintenance of all lawful payroll records by the business office, supervisors working files, or maintenance of other essential records by appropriate personnel for the operation of the District.

Material concerning any academic employee may be placed in the personnel file only on a timely basis and only after he or she has been notified of the intent to place the material in the file and has been given reasonable opportunity to read the material; to append to it answers to any charges, complaints, or statements involved; and to sign and date the material. Such signing shall not imply agreement with the statements contained in the material.

Except in extraordinary, emergency situations, no action may be taken against an academic employee unless such action is based on materials that have been placed properly in the personnel file.

Each academic employee shall have the right to review the entire contents of his or her personnel file, except for confidential credentials. An AFT-Y representative or the academic employee's attorney may accompany such employee upon his or her request to review the personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the academic employee involved, except for confidential credentials. An AFT-Y representative or the employee's attorney may also be present if requested by the affected employee.

Use of an individual's personnel file is restricted to the individual academic employee, his or her immediate supervisor, the appropriate Dean, the Vice President of Instruction and Student Services, Human Resource Services Department staff, and the President. None of those having access to the file may remove any material for other than those purposes set forth in this Section without the knowledge of the academic employee.

9.2 –Performance Evaluations for Academic Employees: Accreditation. Accreditation Standard 2, Policy B.5, of the Northwest Commission on Colleges and Universities (NWCCU) states that, “the requirement of this policy is that the accredited institution shall conduct a comprehensive evaluation of each faculty member in a regular and systematic manner at least once within each five-year period of service.” The policy also states that multiple indices (e.g., peer evaluation, self-evaluation, classroom observations, etc.) shall be utilized in the continuing evaluation of faculty performance.

Process. In compliance with Standard 2 of the NWCCU, all YVC units shall follow the process below at least every five years for each tenured faculty member. The process below shall apply to all special appointment faculty members, after completing the two-year process covered in Article 11.20 (1) in the Agreement.

1. Self-Evaluation. The faculty member will submit a professional self-evaluation to his/her Dean/ Library Director based on the Job Description in Article 8; the Professional Development of Article 15; the Performance Evaluation included in this article; and any other relevant Article in the Agreement. The evaluation should specifically address the following:
 - i. Professional Development Activities: Conference or workshop attendance and/or presentations; honors; scholarship, research or artistic creation; growth and enrichment from sabbatical leaves.
 - ii. College Activities: Department work with peers or activities with students; committee work or initiatives supporting the faculty member’s unit; committees or activities important to the YVC community.
 - iii. For Classroom Faculty: What courses have you developed or revised in the last five years? What are some high points of your teaching? What are your biggest challenges as an instructor and advisor? What are your priorities in the next few years? Optional: Attach copies of syllabi, assignments, and assessments.

- iv. For Library Faculty: Materials or processes developed in providing services related to their assigned responsibilities and/or in collaboration with classroom faculty related to curriculum planning.
 - v. For Counselor Faculty: Materials or processes developed in providing services related to their assigned responsibilities.
 - vi. Professional Activities. A list of professional activities in the wider community (these are not required).
2. Student Evaluations. Student evaluations will be conducted at least once during each five-year cycle. Copies of student evaluations will be provided to the faculty members after grades are submitted.
 3. Administrator's Observations. The Dean/ Library Director will arrange with the instructor to observe a class or, in the case of counselors and librarians an appropriate activity, at least once during the five-year cycle.
 4. The administrator will complete Dean's/Library Director's Summary Narrative Report Form available on the YVC Forms Page.

The faculty member and Dean/ Library Director will meet to discuss materials gathered for the performance evaluation and review and sign the Dean's/Library Director's Summary Narrative Report.

Copies of the self-evaluation, a statistical summary of the student evaluations or data gathered for library or counselor faculty, the Dean's/Library Director's Summary Narrative Report, and cover memorandum will be placed in the faculty member's personnel file. Additionally, any faculty written statement or rebuttal relating to the Dean's/Library Director's Summary Narrative Report shall be placed in his or her personnel file at the faculty member's request. Original student evaluations will be kept in the unit office for a minimum of three (3) years, but in no case shall student evaluation records be destroyed before the performance evaluation and any faculty response has been accepted into the personnel file.

More formal evaluations may be appropriate where disciplinary action pertaining to the academic employee's performance has been taken. When a formal, "summative" evaluation would be appropriate in any such case, a fair and reasonable evaluation instrument shall be developed by the supervising administrator in consultation with the employee to assist the employee in meeting the performance objectives set forth in the disciplinary action. The employee shall be entitled to AFT-Y representation in the implementation of this paragraph. Evaluation instruments and evaluations conducted under this paragraph shall be subject to the grievance procedure of this AGREEMENT.

9.3 - Performance Evaluations for Part-Time Academic Employees: Part-time academic employees shall be evaluated by the appropriate supervisor. The evaluation shall be fair and reasonable and shall deal with the employee's performance of assigned responsibilities. The evaluation process shall include consideration of student evaluation of the employee's performance, as well as a self-evaluation and any optional observations made by the employee's supervisor. Evaluations shall be performed at least once every three (3) academic quarters in which the part-time faculty is contracted. A copy of the evaluation shall be placed in the employee's official personnel file. In the absence of an evaluation to the contrary, the affected employee's performance shall be deemed satisfactory.

9.4 – Performance Evaluation of E-Learning Classes: Performance evaluation of e-learning education courses shall be done in accordance with the appropriate provisions of the Agreement. If e-classroom observations take place, the faculty member has a right to be notified when an administrator is viewing the e-learning classroom, an opportunity to jointly review any recordings viewed, and clarify questions.

ARTICLE 10
COMPLAINTS, DISCIPLINE, AND DISMISSAL

10.1 – Right to Representation: The employee shall have the right to AFT-Y representation in implementation of this Section. Nothing in this Section shall be construed as taking the place of normal evaluation procedures as required elsewhere in this AGREEMENT, nor as taking the place of dismissal procedures as set forth in this Article.

10.2 – Investigation of Complaints Against Academic Employees: In any instance where an administrator of the District receives a substantive complaint about the performance of an academic employee from students or the public or from personnel in the District, the administrator shall so notify the employee's supervising administrator and shall refer the complaint to the Dean of Student Services for both the Yakima and Grandview Campuses. Where the College is legally required to investigate an alleged violation of Title IX complaint, the matter will be referred to the College's Title IX Coordinator for investigation and/or action as provided by Title IX.

10.2.1 - Step 1 Notice of Written Complaint: No disciplinary action shall result from a complaint unless the complaint has been reduced to writing, dated, and signed by the complainant and presented to the affected employee by the supervising administrator prior to any such disciplinary action. In instances where the District must investigate threats to life, limb, or property, and/or flagrant violations of law or District policies, the academic employee may, at the District's discretion, be placed on paid administrative leave until the conclusion of the investigation. Complaints received by the supervising administrator through email will only be considered a formal complaint when indicated as such. Students will be encouraged to meet with the Dean and Instructor prior to submitting an official complaint. A written complaint cannot proceed to corrective or disciplinary action if it does not allege any violation of written codes and faculty job expectations.

The academic employee shall be notified of the complaint by the supervising administrator and Dean of Student Services within thirty (30) days of the administration's first cognizance of the complaint.

10.2.2 - Step 2 Informal Resolution: The Dean of Student Services (and/or Title IX Coordinator if applicable) and the academic employee shall then meet within 7 days while under contract, or sooner if mutually agreed upon, to discuss the complaint informally and, if possible, to resolve it. Such a meeting shall normally take place during the academic employee's assignment period and shall ordinarily (except under extraordinary or emergency circumstances) be held prior to any other investigation of the complaint.

10.2.3 - Step 3 Formal Investigation: If the Dean of Student Services (or Title IX Coordinator if applicable) deems it is necessary to conduct an investigation, such investigation shall be conducted by that dean. The academic employee shall be notified, in writing, when the investigation begins and when it ends. In the case of Title IX investigations, faculty will be notified if the investigation reopens at a later date.

The academic employee shall have the right to AFT-Y representation in any disciplinary proceeding, including investigatory interviews with the employee. In cases where a conflict of interest or personal bias may unduly influence the investigation, the employee or supervisor may request the investigation be performed by a 3rd party as designated by the Vice President of Instruction and Student Services (except for Title IX).

10.2.4 - Step 4 Investigatory Results & Recommendations: The supervising dean shall receive a written report of the investigatory results and recommendations. If disciplinary action is deemed appropriate by the supervising dean, they shall follow the process in accordance with this Article regarding progressive discipline.

10.3 – Discipline: If discipline is deemed appropriate by the supervising dean, it shall be only for just cause and shall be progressive as applied to the specific facts of the case involved. Disciplinary documents and all materials upon which discipline is based shall be treated in accordance with this Article. The academic employee shall have the right to AFT-Y representation in any disciplinary proceeding, including investigatory interviews with the employee.

10.4 – Corrective and Disciplinary Actions: Disciplinary actions taken with academic employees will be administered progressively unless the severity of the violation by the employee warrants omission of some steps or waiving the steps entirely. Examples of actions that might warrant suspension of progressive discipline include threats to life, limb, or property, and/or flagrant violations of law or District policies. The academic employee shall be notified, in writing, of the disciplinary action being taken and whether that action is an informal corrective action or a formal disciplinary action.

The normal series of actions shall consist of corrective measures followed by formal disciplinary actions.

10.4.1 – Informal Corrective Actions: Corrective actions will include in order of normal progression: 1) Corrective Interview / Oral reprimand; 2) Letter of Direction; and 3) Letter of Reprimand. Corrective measures are not grievable and will be placed in the personnel file for up to three (3) years, and removed thereafter at the written request of the employee. An employee may challenge a written warning or letter of reprimand by providing a written rebuttal. Any such challenge shall remain attached to the corrective action in the personnel file.

10.4.2 – Formal Disciplinary Actions: Formal disciplinary actions shall be done for just cause and include, but are not limited to suspension with or without pay, suspension pending dismissal, and dismissal.

10.5 – Special Procedures For Addressing Sexual Harassment Complaints: The following procedures are available for addressing sexual harassment complaints. No person shall suffer reprisals for filing any such complaint. Academic employees shall receive a written copy of the complaint prior to the investigation or investigation meeting. Disciplinary action shall not take place until after the investigation has been completed (except under extraordinary or emergency circumstances). Title IX notification and investigation will follow the steps outlined in Article 10.2.

- a. An academic employee's complaint of sexual harassment against any employee of the District not in the academic-employee bargaining unit shall be addressed through the grievance procedure (Article V) in this AGREEMENT. In a case where the Title IX Coordinator is the subject of a Title IX complaint, complaints will be submitted to the President and assigned to a designated investigator.
- b. An academic employee's complaint of sexual harassment against another academic employee of the District shall be addressed through Section 10.2 of the AGREEMENT regarding complaints.
- c. A complaint of sexual harassment against an academic employee by a student, another employee of the District, or a member of the public shall also be addressed in accordance with Section 10.2 of the AGREEMENT
- d. A complaint of sexual harassment against a student by an academic employee shall be address through applicable Title IX procedures and/or the provisions of Chapter 132P-33-123 of the Washington Administrative Code as now or hereafter amended.

10.5.1 - Confidentiality Standards: Recognizing that damage could result to the career and reputation of any academic employee falsely accused of sexual harassment and that false accusations of sexual harassment can have serious effects on innocent individuals, the District and AFT-Y agree that all investigations and hearings pertaining to sexual harassment charges shall be conducted insofar as possible to protect the privacy of the accused and the complainant and to minimize suspicion of either. Until the matter is finally resolved through operation of the appropriate procedure specified above only persons directly involved in the matter and/or their official representatives or designees shall have access to information pertaining to the case. Nothing in this section, however, shall be deemed to broaden access to records otherwise limited by any of the aforementioned procedures and/or the current AGREEMENT between the District and AFT-Y unless otherwise provided by law.

10.5.2 - Appeal From Final Decision: Appeals from the final decision in any case processed in accordance with Section 10.2 above may be made or as provided by law.

10.6 - Reasons for Dismissal: An academic employee holding a faculty appointment may be dismissed only for

sufficient cause, which includes but is not limited to:

- a. Aiding and abetting or participating in (1) any unlawful act of violence, (2) any unlawful act resulting in destruction of college property, or (3) any unlawful interference with the orderly conduct of the educational process.
- b. Willful neglect of duty.
- c. Incompetence.
- d. Malfeasance.
- e. Gross misconduct.
- f. Willful violation of published District rules and regulations, and/or state or federal law(s).
- g. Excessive, unexcused absenteeism.
- h. Inability, after reasonable accommodation by the District, to perform satisfactorily the duties of the job due to physical, mental or sensory incapacity.

10.7 - Preliminary Proceeding Relating To Dismissal--Informal Meeting(s): Before any suspension-pending-dismissal action or official dismissal action is taken by the President against an academic employee holding a faculty appointment, the employee shall receive from the President (1) oral or written notice of the charges, (2) an explanation of the evidence supporting the charges, and (3) an opportunity either in person or in writing (or both) to present reasons why the proposed action should not be taken. The employee shall have the right to be accompanied by an AFT-Y representative at any meeting held.

10.8- Dismissal Proceeding--Notice: Following the informal meeting(s) specified in Section 10.7 above, the President may initiate dismissal proceedings by specifying the grounds constituting sufficient cause for dismissal and serving written notice of the cause(s) to the affected academic employee. Copies of the written notice shall be provided to the Hearing Committee.

The notice shall include the following:

- a. The names and mailing addresses of all parties to whom notice is being given and, if known, the names and addresses of their representatives;
- b. The mailing address and telephone number of the office designated to represent the President in the proceeding;
- c. The official file or other reference number (if any) and the name of the proceeding;
- d. The name, official title, mailing address, and telephone number of the hearing officer, if known;
- e. A statement of the time, place, and nature of the hearing, which must be held on not less than twenty (20) calendar days written notice;
- f. A statement of the legal authority and jurisdiction under which the hearing is to be held;
- g. A reference to the particular rules of the District that are involved; and
- h. A short and plain statement of the matters asserted. In the case of a reduction in force for the reasons set forth in RCW 28B.50.873, this statement shall include a statement of (1) the grounds for reduction in force as delineated in that statutory section, and (2) the basis for selection of the affected employee. In such a case, the notice shall also clearly state that separation is not due to the job performance of the employee and thus is without prejudice to the employee. Additionally, in such a case the notice shall indicate the effective date of separation from service.

Nothing herein shall preclude the President from making alternate work assignments during the suspension pending dismissal or suspending the academic employee with pay pending dismissal proceedings. The affected employee shall have twenty (20) calendar days from the date of the notice of dismissal to make a written request for a hearing. A timely written request for a hearing within the specified period is deemed jurisdictional.

10.9- Dismissal Proceedings--Procedural Rights of Affected Employees: An affected employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing, pursuant to RCW 34.05.437 through RCW 34.05.440 and RCW 34.05.446 through RCW 34.05.461, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses.
2. The right to be free from compulsion to divulge information that the employee could not be compelled to divulge in a court of law.
3. The right to be heard in his or her 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 34.05.446.
5. The right to counsel of his or her own choosing who may appear and act on behalf of the employee at the hearings.
6. The right to have witnesses sworn and testify under oath.
7. The right to make discovery through depositions and interrogatories.

10.10 - Dismissal Proceedings--Hearing Officer Appointment and Duties: Upon receipt of a request for a hearing from an affected employee, the College President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer, who shall be an attorney in good standing with the Bar of the state of Washington and who shall not be, with the exception of Administrative Law Judges, an employee of the state of Washington or any of its political subdivisions or a member of the Board of Trustees of any college in the state of Washington.

The costs incurred for the services and expenses of such a hearing officer shall be shared equally by the District and the academic employee(s) requesting the hearing. In any proposed dismissal action, the hearing officer shall conduct the hearing in accordance with Chapter 34.05 RCW. The duties of the hearing officer shall include:

- a. Administering oaths and affirmations, examining witnesses, and receiving evidence, provided, however, that no person shall be compelled to divulge information that he or she could not be compelled to divulge in a court of law;
- b. Issuing subpoenas;
- c. Taking or causing depositions to be taken pursuant to rules promulgated by the District;
- d. Regulating the course of the hearing;
- e. Holding conferences for the settlement or simplification of the issues by consent of the parties;
- f. Disposing of procedural requests or similar matters;
- g. Making all rulings regarding the evidentiary issues presented during the course of the Hearing Committee hearings;
- h. 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;

- i. Allowing the Hearing Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by them;
- j. Preparing proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reduction in force for reasons set forth in RCW 28B.50.873, the written recommendation of the hearing officer will be presented to the College President, the Hearing Committee, the affected employee(s), and the Board of Trustees;
- k. Being responsible for preparing and assembling a record for review by the Board of Trustees, which shall include the following:
 - 1. All pleadings, motions, and rulings;
 - 2. All evidence received or considered;
 - 3. A statement of any matters officially noticed;
 - 4. All questions and offers of proof, objections, and rulings thereon;
 - 5. Proposed findings, conclusions of law, and recommended decision; and
 - 6. A copy of the recommendations of the Hearing Committee.
- l. Deciding, with advice from the Hearing Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted to attend or be excluded from the hearing.
- m. Assuring that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.
- n. Consolidating individual reduction-in-force hearings into a single hearing. In the case of reduction-in-force for reasons set forth in RCW 28B.50.873, the formal hearing shall be concluded by the hearing officer within sixty (60) days after written notice of the proposed reduction-in-force has been issued. The only issue to be determined in any such "873" case shall be whether the particular academic employees affected by the proposed dismissal are the proper ones to be dismissed under the provisions of this AGREEMENT. Further, in any such "873" case, any findings, conclusions of law, and recommended decision shall not be subject to further Hearing Committee action.

10.11 - Dismissal Proceedings--Composition of Hearing Committee: The Hearing Committee shall be composed of one (1) elected tenured faculty peer from the Arts and Science Division; one (1) from the Workforce Education Division; one (1) from / College & Career Readiness / Counseling / Library Departments; an administrator appointed by the President; and a student appointed by the Associated Student Body President in accordance with procedures for such appointment established by the Student Body Government. If a vacancy arises in a given faculty position on the committee, a replacement shall be appointed by the District President, ASYVC President or Union Executive Board as appropriate.

10.12- Dismissal Proceedings--Duties of Hearing Committee: The general duty of the Hearing Committee shall be to submit recommendations regarding presidential action flowing from operation of Section 10.8 above. Specific responsibilities of the Committee shall be as follows:

- 1. To review the case of the proposed dismissal.
- 2. To attend the hearing and, at the discretion of the hearing officer, to call and/or examine any witnesses.
- 3. To hear testimony from all interested parties, including but not limited to other faculty members and students, and to review any evidence offered by those parties.
- 4. To arrive at its recommendations in conference on the basis of the hearing. The Committee shall submit its written recommendation to the hearing officer, the College President, the affected faculty member(s),

and the Board of Trustees as soon as reasonably practicable, but in no event later than thirty (30) days after the conclusion of the formal hearing, except in the case of a reduction in force for reasons set forth in RCW 28B.50.873 where the written recommendations shall be thus submitted within seven (7) days of the conclusion of the hearing.

5. Failure of the Hearing Committee to make written recommendations regarding dismissal within the prescribed time limits shall be deemed a recommendation neither for nor against dismissal, and the appointing authority may proceed with the matter based upon that type of recommendation from the Committee.

In no case shall a member of the Committee sit in judgment of his or her own case.

The Committee shall conduct business only in formal meetings. Appropriate clerical assistance for recording and distributing Committee information shall be provided by the District.

10.13- Dismissal Proceedings--Final Decision by the Board of Trustees and Effective Date: In any proposed dismissal, Board review shall be based on the record of the formal hearing and on any record made before the Board of Trustees. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives and may hold such other proceedings as it deems advisable.

The final decision to dismiss or not to dismiss shall rest with the Board of Trustees after giving reasonable consideration to the recommendations of the Hearing Committee and the hearing officer. The Board shall notify the affected academic employee(s) of its final decision in writing and, if applicable, the effective date of dismissal within a reasonable time following the conclusion of the Board's review.

The effective date of a dismissal for sufficient cause shall be a date subsequent to the time at which the affected academic employee receives written notice of the Board's final decision. Such date may be, at the Board's discretion, immediately, the end of the academic quarter, the expiration of the individual's current assignment period, etc. In the case of reduction in force for reasons set forth in RCW 28B.50.873, failure to request a hearing shall cause separation from services on the effective date stated in the notice, regardless of the duration of the employee's current assignment period.

Nothing in this AGREEMENT shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Prior to the final decision of the Board of Trustees, the President may suspend an academic employee that he or she has recommended for dismissal if immediate harm to the affected employee or others is threatened by his or her continuance. Except in the circumstance of such a suspension, the District prior to final dismissal action shall not abridge the full-employment rights and privileges of an academic employee recommended for dismissal by the President.

10.14- Dismissal Proceedings--Appeal from Board of Trustees Decisions: Pursuant to RCW 34.05.510 through RCW 34.05.598 as now law or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

ARTICLE 11

WORKING CONDITIONS APPLICABLE TO FULL-TIME ACADEMIC EMPLOYEES

11.1 - Workload Standards: Assignments shall be made to fulfill educational needs as determined by the District. In the event that it is necessary to assign duties prior to 7:30 a.m., or after 5:00 p.m., the academic employee shall be notified of such necessity in advance, and the necessity shall be discussed with the employee prior to actual assignment. Reasonable effort shall be made by the District to avoid such an assignment unless it is required in order to provide the academic employee with a full-time load. Likewise, full-time faculty hired specifically to teach evening classes shall not be required to teach morning classes unless similar conditions apply.

A) Any academic employee who is assigned more than ten (10) "instructional units" in any one quarter shall be placed on an appropriate Salary Level (prorated) and sick leave will be prorated for the quarter in question. Benefits eligibility will be determined based on state eligibility requirements (Article 13.9.1). Any such employee assigned forty-five (45) "instructional units" in any three (3) quarters during the regular college year shall be deemed "full-time" and shall receive a full Salary Level Placement. Article 13.9 includes exceptions to this workload.

Full-time loads are set forth in Appendix A, which by this reference is attached hereto and incorporated herein.

11.2 – Additional Assignments - Overload and Supplemental: When a full-time academic employee's assignment(s) within his/her department exceeds the normal band as defined herein, such employee is considered to be on "overload" assignment for that department. Should a full-time academic employee be assigned to perform duties outside his/her own department, all such assignments shall be considered to be "supplemental assignments" and will be subject to the agreement herein regarding part-time assignments as defined in Article 13.

Academic Employees on supplemental assignments are subject to supervision under the following terms:

- Assignment supervision is done by the administrator originating the activity;
- Disciplinary supervision is done by the administrator of their regular, full-time assignment.

Additional assignments for an academic employee will be made for fall quarter instructional units exceeding fifteen (15), for winter quarter cumulative instructional units exceeding thirty (30), and for spring quarter cumulative instructional units exceeding forty-five (45). All calculations will be based on projected annual loads. No additional assignment will be provided if the projected annual load for an academic employee does not exceed forty-five (45) instructional units, regardless of quarterly load. This provision excludes five (5) instructional units for instructionally related duty such as advising or curriculum maintenance that may be paid during any quarter or combination of quarters per year and instructionally-related duties paid on a stipend basis including cooperative learning, undergraduate research, prior learning experience assessment, curriculum development, research projects, grant projects, and/or other duties related to individualized services or special projects.

- a. If the additional assignment does not exceed ten (10) "instructional units" in the quarter, the employee shall be paid in accordance with the rate set forth in Appendix C of this AGREEMENT; or,
- b. If the additional assignment caused by the class (or classes) or other assignment(s) exceeds ten (10) "instructional units" in the quarter, the employee shall be paid in accordance with the following pro rata formula:

$$\frac{(\text{excess i.u.'s.}) \times \text{salary}}{45} = \text{overload compensation}$$

- c. The value of a stipend is agreed upon beforehand between a faculty member and supervisor.

Academic employees holding faculty appointments or special faculty appointments and assigned ten (10) "instructional units" or fewer as a supplemental assignment beyond the normal assignment period shall be compensated in accordance with the rate set forth in Appendix C. If the assignment exceeds ten (10) "instructional units" in such a supplemental assignment, the employee shall be compensated in accordance with the formula set forth in method "b" above, provided, however, that health occupation academic employees teaching more than ten (10) "instructional units" shall be compensated on an extended-day basis. Faculty members assigned non-teaching, supplemental assignments pertaining to the ongoing business of the department during the summer months and academic employees assigned counseling, librarianship, and/or curriculum-development responsibilities for more than seventeen and one-half (17 & 1/2) hours in any week as a supplemental assignment shall also be compensated on an extended-day basis. Each extended day shall be compensated on a pro-rata basis to the full-time salary in effect when the supplemental assignment is performed.

Assignments beyond the normal assignment period other than those specified above shall be compensated in accordance with Appendix C.

11.3 - Full-Time Faculty Pay Periods and Payment Options: Each full-time academic employee shall be paid in accordance with the provisions of Chapter 42.16 RCW and Chapter 82-50 WAC as now or hereafter amended; to the extent permissible, each employee shall have the option of having his or her total contracted salary prorated to reflect a balloon payment at the end of the contractual year. Once an academic employee has selected an option, it shall remain in effect for that fiscal year and for each fiscal year thereafter until or unless he or she specifies in writing by September 10 that he or she desires to change options.

11.4 - Work Schedule: Faculty are expected to be on campus or at other locations as agreed to by their supervisor, and/or in travel between assignments for their normal assignment period. Nothing in this section is to be construed to require that: (a) the teaching span must be seven (7) consecutive hours in length; or (b) campus is the only location faculty may fulfil their job duties. The normal assignment period for the academic year shall be as follows:

11.4.1 - Academic Work Days: Academic employees will be assigned 178 compensable days per academic year as needed to fulfill the needs of the academic calendars jointly agreed upon as specified in this Article.

11.4.2 - Work Week Standards: Faculty will engage in instructional/non-instructional professional responsibilities an average of 35 hours per week, to include travel between assignments. If applicable, faculty shall work together with their respective peers to create a work schedule that best meets the needs of their patrons and department.

11.4.3 Holidays: Consistent with RCW 1.16.050, academic employees will observe the following holidays:
New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Native American Heritage Day
Christmas Day

11.4.4 - Academic Calendar: The academic calendar shall be jointly developed by the Vice-President for Instruction and Student Services meeting with a committee selected by the faculty Union Executive Board. The parties shall meet in the fall academic quarter of each year to develop a mutually agreeable calendar for the a minimum of two (2) academic years. Should revisions to the academic calendar become necessary, the parties recognize the ability of the faculty Union Executive Board and college Vice-President to amend the calendar without the need to amend this AGREEMENT. In the event the parties are not able to reach agreement on a calendar, both parties shall submit their calendar proposals in writing to the College President, who shall produce a calendar.

Commencement will be held following the completion of classes in the spring quarter. Participation by academic employees shall be voluntary.

11.5 - Tuition and Fee Waivers: The District shall waive tuition and fees for full-time academic employees subject to the following conditions:

- a. Eligible employees will be required to pay a five dollar (\$5.00) non-refundable records fee if they have never attended a District credit course. This fee is required one time only and only pertains to credit courses.
- b. Eligible employees will be required to pay a five dollar (\$5.00) registration fee per quarter, plus

- any special course fees (e.g., laboratory fees).
- c. Eligible employees covered by this Section or any other tuition-waiver regulations of the District may enroll on a space-available basis only in classes where the number of tuition-paying students does not exceed the maximum designated class size.
 - d. Procedures shall be established in the District's admission offices to record enrollment information for employees participating under this program or any other comparable program in the District.
 - e. Eligible academic employees may utilize work time to attend classes in which they are enrolled under this Section provided that they are not otherwise assigned during that time.
 - f. An eligible employee may take no more than one (1) course per quarter under this Section, unless additional courses are approved by the appropriate Dean.
 - g. Community service courses shall not be covered by this Section.

11.6 - Leaves for Illness, Injury, Bereavement, Emergencies, and Personal Reasons: Academic employees holding faculty appointments and other academic employees who are contracted for at least three (3) academic quarters in any regular college year shall receive twelve (12) leave days per year for illness, injury, bereavement, emergencies, and personal reasons, provided, however, that leave for personal reasons shall not exceed five (5) days per regular college year. Academic employees on unpaid or sabbatical leave, however, shall not accrue the leave provided in this Section during the quarter(s) they are on unpaid or sabbatical leave.

Former full-time academic employees covered by this Section who have had a break in service of fewer than three (3) consecutive quarters, excluding the summer quarter, shall be entitled to retain the leave accumulated, if any, up to the time of severance. Such former academic employees, however, whose break in service exceeds three (3) consecutive quarters, excluding the summer quarter, shall be deemed "new employees" for purposes of this Section.

For purposes of this AGREEMENT, "emergency" shall be defined as "An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action."

The leave provided in this Section after the first three-quarter period of employment shall be accumulated for full-time faculty and may be taken at any time upon proper notification to the immediate supervisor. Such notification shall be as far in advance of the next assigned obligation as possible.

Academic employees must promptly notify their supervisor prior to or on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. A leave slip will be provided to their supervisor upon their return. The District may require a medical professional's statement in cases of extended absences for health reasons in excess of five (5) consecutive days or in cases where frequent absences for health reasons lead the immediate supervisor to believe that sick leave abuse may be occurring. In the latter case, however, the supervisor shall first meet with the employee to discuss the concern and seek a satisfactory resolution of the problem prior to making such a requirement. (The employee shall be entitled to AFT-Y representation in any such meeting.) When a medical professional's statement required by the District demonstrates that the extended or frequent absences for health reasons are legitimate, the District, upon written request of the employee, shall reimburse him or her for the actual cost of the statement to the employee. When such a statement confirms that abuse of leave has occurred, the District shall convert the leave taken improperly to unpaid leave and shall address the matter of reimbursement in accordance with the provisions for such contained in the following paragraph of this Section.

In cases where the District suspects that abuse of the leave provided by this Section (other than for illness) has occurred, the immediate supervisor shall be required to meet with the academic employee in a timely manner to discuss the suspicion and its basis informally and to seek an informal resolution of any problem that may exist. If, as a result of such meeting(s), the supervisor determines that abuse has occurred, the applicable leave days improperly taken shall be converted to unpaid leave, and the employee shall be so notified in writing of the

conversion. The employee shall then have ten (10) academic days to propose a reasonable schedule for payment of the amount due, either through payroll deduction or direct payment by check or money order. In the absence of such a schedule, however, the District shall be authorized to deduct the amount due from the employee's paycheck in the payroll period immediately following the ten-day proposal period.

11.7 - Attendance Incentive Programs: For purposes of "attendance incentive programs" (commonly referred to as buy-back) prescribed by present or future statute, the leave described in Section 11.6 above shall be deemed compensable for any month during which one (1) or more contractual days of service are performed, including full-time or part-time summer quarter assignments for academic employees covered by Section 11.6. Leave earned during months in which no contractual days of service are performed shall be deemed non-compensable, with the exception that academic employees who have completed a full year of full-time service shall have one (1) day of non-compensable accrual from the previous academic year converted to compensable accrual in June of each year.

11.7.1 - Accrual of Leave: All faculty with full-time contracts for the year will be assigned 11 compensable days at the start of the academic year. An additional compensable day will be assigned to any faculty with a summer contract for one (1) or more days of service.

11.7.2 - Annual Remuneration: In January of the year following any calendar year in which a minimum of sixty (60) compensable and non-compensable days of leave is accrued, and each following January, any eligible academic employee upon written request shall receive remuneration for unused compensable leave accumulated in the previous calendar year at a rate equal to one (1) day's current monetary compensation for each four (4) full days of accrued leave in excess of sixty (60) compensable and non-compensable days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for each one (1) day of monetary compensation. In any year when this option is not exercised by the employee, the compensable leave shall accumulate.

11.7.3 - Remuneration at Separation: Upon the employee's separation from the District due to retirement or death, the employee or his or her estate shall receive remuneration for accrued compensable leave at a rate equal to one (1) day's current monetary compensation for each four (4) full days of accrued leave. Per RCW 28B.50.551 and RCW 28B.50.553, upon separation for any other cause, all accrued leave shall be forfeited. In lieu of remuneration for unused compensable leave at retirement, equivalent funds may be contributed to a Voluntary Employee's Beneficiary Association (VEBA) plan pursuant to the rules of the applicable VEBA plan. The Union may give notice to the College at any time that they wish to cancel participation in the VEBA program consistent with the program's guidelines and IRS rules. Any payments received in accordance with this paragraph shall not be included for the purpose of computing a retirement allowance under any public retirement system.

Payment under the preceding paragraphs shall be only for those days defined as compensable above. Leave days taken during the calendar year shall be deducted from the total accumulated during the calendar year to determine compensable days for that year. All accrued compensable leave must be exhausted before accrued non-compensable leave can be used.

11.8 - Bereavement Leave: The leave for bereavement provided in Section 11.6 above shall pertain also to related legal matters and shall be granted in the event of a death in the academic employee's immediate family. "Immediate family" means husband, wife, offspring, parent, sibling, stepbrother, stepsister, stepchild, stepparent, grandchild, grandparent, in-law, or any person living in the immediate household of the employee. Leave to pay last respects to a very close, deceased friend may be granted by the immediate supervisor without loss of pay to the employee.

11.9 - Parental Leave: Academic employees covered by Section 11.6 shall be entitled to take an unpaid leave of absence for childbirth or adoption for a reasonable length of time and subsequently return to their positions under the same uniform terms and conditions as any other academic employee covered by that Section. A reasonable period of leave in this context shall be a maximum of one (1) quarter. Upon request, additional leave under this paragraph may be granted by the District. To be entitled to parental leave under this Section, academic employees shall provide at least ninety (90) days' advance notice of the intent to take parental leave and the estimated time of

return to work.

An academic employee may take sick leave to care for any person eighteen (18) years of age or younger who lives in the employee's immediate household and who requires treatment or supervision of a health condition.

Leave required due to pregnancy and recovery therefrom shall be treated as sick leave in compliance with Section 11.6 above and applicable nondiscrimination laws. Leave without pay during the period of medical disability shall be granted in the event sick leave is exhausted. Leave beyond the period of medical disability may be granted without pay up to a maximum of one (1) regular college year. An academic employee covered by this paragraph shall not be required to leave work at the expiration of any arbitrary period during pregnancy.

11.10 Jury Leave: Academic employees called for jury duty shall advise their supervisor upon receipt of such call and shall be excused from their duties for jury service. Such employees shall be paid their regular pay for time spent performing such jury duties, and are not required to remit travel or meal pay to the District.

11.11 - Unpaid Leaves of Absence: An unpaid leave of absence for up to two (2) years may be granted upon application by any academic employee for the purpose of advanced study, serving as an officer in any professional or employee organization or on its staff, campaigning for or serving in an elected or appointed public official position, or for personal reasons.

Such a leave may also be granted upon application by any academic employee for the purpose of participating in exchange teaching programs or in a cultural program related to his or her professional responsibilities.

The District may extend an unpaid leave of absence beyond the two (2) year limit upon application by the academic employee.

Upon return from an unpaid leave of absence, the academic employee will be assigned commensurate with credentials as needed by the District. Failure to return within the time limits of an unpaid leave of absence shall relieve the District of its obligations to the employee. If the District has reasonable cause to believe that an academic employee on unpaid leave may not return from such leave, the employee may be required to provide written notice of his or her intent to return within the time limits specified by the leave. The employee's failure to provide such notice may relieve the District of its obligations to the employee.

11.12 - Retirement: Any academic employee may retire at his or her option upon becoming eligible under the Retirement Plan of which he or she is a member and shall, at any time, have the right to make any changes in his or her retirement plan permitted by the plan itself.

11.12.1 – Incentive for Early Notice of Resignation / Retirement: Effective July 1, 2020, any full-time faculty member who submits a written notice of their resignation or retirement no later than January 1st with an effective date of the conclusion of the current academic year (defined as the end of the Spring quarter) will receive a three-thousand dollar (\$3,000.00) incentive as part of their final paycheck for giving such notice.

11.13 - Placement on the Salary Schedule: New full-time academic employees shall be placed initially on the Faculty Salary Schedule, which is set forth in Appendix B of this AGREEMENT and which is by this reference attached hereto and incorporated herein. Initial placement shall be on the basis of experience in the employee's discipline or field, teaching and/or Professional/Technical experience, and educational credits, as documented in the employee's submitted application materials. Work and educational experience will be verified upon hire and no new placement materials will be accepted after the first day of employment, with the exception of any district requested information. New full-time academic employees shall be placed at S7 unless additional criteria are met as follows:

- a. One (1) step increase will be awarded for each four (4) years of full-time teaching experience directly related to the Yakima Valley College teaching assignment. This experience is not restricted to community

college teaching.

- b. One (1) step increase will be awarded for each five (5) years of full-time teaching experience unrelated to the discipline of the Yakima Valley College teaching assignment.
- c. One (1) step increase will be awarded for each five (5) years of full-time Professional Technical work experience which directly relates to the Yakima Valley College assignment. No more than 2 steps will be awarded for this category.
- d. In evaluating part-time college teaching experience, including teaching assistant experience, forty-five (45) quarter credit hours shall be used as the basis for determining annual full-time teaching equivalency.
- e. One (1) step increase will be awarded for each of either sixty(60) semester credit hours or ninety (90) quarter credit hours of graduate-level education earned beyond the primary master's degree.
- f. Two (2) step increase will be awarded for an earned doctoral degree, earned from an accredited institution. ABD candidates will not satisfy this requirement.

Criteria (a) through (f) may be applied cumulatively.

Initial placement may be increased for a period of up to one (1) year after initial placement for comparative adjustments deemed appropriate by the District. Any such change in placement shall also include agreement on the effective date of such change. Following the review of an initial placement, should the parties disagree as to the result, a written appeal may be presented to the President within ninety (90) calendar days. Any such dispute shall be finally resolved by the President and shall not be subject to the Grievance Procedure.

The shifting from one type of faculty appointment to another shall not be deemed "new employment" for purposes of placement on the salary schedule. Former full-time academic employees who have had a break in service of at least three (3) consecutive quarters, excluding the summer quarter, shall be deemed "new employees" for purposes of this section. If the break in service is shorter than this three-quarter period, the former employee shall be placed at the salary level held at the time of severance, and no break in service shall be deemed to have occurred for purposes of this Section.

Any academic employee who is assigned more than ten (10) "instructional units" in any one quarter shall be placed on an appropriate Salary Level (prorated), provided, however, that any such employee assigned forty-five (45) "instructional units" in any three (3) quarters during the regular college year shall be deemed "full-time" and shall receive a full Salary Level Placement.

For purposes of this Section, "pro rata" compensation shall be determined by multiplying the appropriate salary-schedule placement by the number of "instructional units" in the quarterly assignment and dividing by the normal full-time load of forty-five (45) "instructional units." Salary-schedule placement shall be determined in accordance with paragraph one of this Section.

In cases where an individual is employed for a short-time assignment in a quarter and the daily load is approximately the same as that of a full-time academic employee (such as would be the case with a substitute or with an individual employed to cover a high-load period during the quarter) and where a quarterly "instructional unit" load cannot be easily determined, the District shall compensate the individual at a daily rate computed on a pro-rated basis of annual salary-schedule placement for each day of such employment. Salary-schedule placement shall be determined in accordance with paragraph one of this Section.

11.14 - Access to Offices: Academic employees shall be permitted access to their offices during established building hours of operation. Access outside of established building hours shall be granted in accordance with established procedures.

11.15 - Retention of Tenure Under Reduced Workload Assignments: As provided by RCW 28B.50.859, a tenured academic employee may request to work a reduced workload and still retain tenure. If such a request is granted, the District and the employee shall execute a written agreement setting forth the terms and conditions of the assignment, including the conditions, if any, under which the employee may return to full-time employment.

Any such agreement shall be consistent with the terms and conditions of this AGREEMENT, and the academic employee shall be entitled to AFT-Y representation in the development of any such agreement. Upon execution of an agreement under this Section, the District shall provide a copy to AFT-Y.

11.16 - Leave Sharing: Pursuant to RCW 41.04.660 and RCW 41.04.665, academic employees covered by Section 11.6 of this AGREEMENT may participate in the Washington State leave sharing program. Eligibility for and participation in this program shall be in accordance with applicable subsections of RCW 41.04.665.

11.17 - Family Medical Leave Act: Pursuant to the federal Family and Medical Leave Act of 1993 (FMLA), eligible employees shall be entitled to a total of twelve (12) workweeks of unpaid leave during a twelve month period for one or more of the following:

- (a) Disability leave;
- (b) Parental leave;
- (c) Family medical leave for a serious health condition.

Eligibility: An eligible employee is one who has worked at least 1,250 hours in the twelve-month period immediately preceding the commencement of the leave.

Other Provisions: When it is determined that an employee's leave meets the eligible requirements under the FMLA, the District shall notify the employee that part or all of the requested leave falls under FMLA requirements. The first days of the FMLA eligibility leave will start the time period counted toward FMLA coverage.

The District may require medical certification for any leave under FMLA.

Employees may use either paid or unpaid leave during an FMLA leave. This leave use will be counted toward the mandatory time period granted employees under the FMLA.

Employees granted FMLA leave for ten (10) weeks or more will be required to give timely notice of intent to return. The District will maintain its portion of paid medical benefits even if the leave is unpaid.

The employee has the right to return to the same or equivalent job upon return from approved FMLA leave.

E-learning Off Campus Option - Under extraordinary circumstances, including where the academic employee is or will be on FMLA leave, the parties to this Agreement may mutually agree that part or all of an academic employee's workload for up to three consecutive academic quarters may be completed off campus via E-Learning.

The agreement shall, at a minimum, include the following elements:

- a. A listing of expectations and terms, to include monitoring and evaluation arrangements for the assignment.
- b. Agreement that the academic employee will provide his/her own Internet connection at his/her own expense and an acceptable plan for support in the event of access problems. The District will provide a computer for exclusive academic use.
- c. Agreement regarding the pro-ration of sick leave usage, if any.
- d. Advance approval of the Vice President of Instruction.

The academic employee will maintain student accessibility and continue to meet all contractual responsibilities, as specified in the Agreement, through the use of telecommuting and other technological modalities.

11.17.1 Paid Family and Medical Leave In accordance with RCW 50A.04, Paid Family and Medical Leave provides qualifying employees the opportunity to receive partial compensation while on leave to recover from an illness or injury, bond with a new child, for certain military connected events, or to take care of a sick or injured family member.

Employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year)

will be able to apply to take paid medical leave or paid family leave. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal and temporary work. While on leave, you are entitled to partial wage replacement. You will receive a portion of your average weekly pay as determined by the Employment Security Department. You will not be able to collect this pay in addition to your paid time off.

Effective July 1, 2020, the College will collect premiums for Paid Family and Medical Leave. The premium is currently established at 0.4% of each employee's gross wages. The total premium will be paid by the employer.

11.18 – Military Leave: Academic employees shall be entitled to military leave with pay not to exceed twenty-one (21) working days in any one year, as measured from October 1 to September 31st, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States. Upon discovery orders may be forthcoming or receipt of actual orders to report for duty, the employee will promptly inform their supervisor and provide a copy of such orders.

Such leave shall be in addition to any sick leave to which an employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges, or pay.

During military leave, the employee shall receive the normal base pay. Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

11.18.1 Military Leave Without Pay – Reemployment An academic employee shall be entitled to military leave without pay for service in the uniformed services of the United States or the state, and to reinstatement as provided in chapter 73.16 RCW. No adjustments shall be made to the seniority date, leave accrual rate, periodic increment date and anniversary date while an employee is on military leave.

11.18.2 Military Spousal Leave Employees who have a spouse in active military service may take up to fifteen (15) days of leave per deployment to be with their spouse immediately prior to deployment or when the military spouse is on leave during deployment. The employee may elect to use up to fifteen (15) personal days or leave without pay per deployment.

11.19 - Victims of Domestic Violence: In accordance with RCW 7.69.030 employees who are victims of domestic violence, sexual assault, or stalking as defined by state law may take reasonable sick leave, intermittent leave with or without pay, or work on a reduced schedule. The College may request leave requested under this section be supported by verification.

11.20 - Special Considerations Related to Special Faculty Appointments: Following are the procedures related to Special Faculty Appointments:

1. During the first two years of employment, formative evaluation will be conducted annually by the appropriate dean (or other administrator as agreed to by AFT-Y, the faculty member, and the District), based on self-evaluation, statistical summary of student evaluation, and administrative observation. Thereafter, evaluation will occur at least once every five years, except as may be provided in sections of this AGREEMENT pertaining to performance evaluations.
2. A seniority list will be published annually for all faculty on special appointments. That list will be derived using the same criteria for accruing service years and breaking ties as found in Article 11.21.
3. In the event of adverse financial conditions, as determined by the District, if those with special faculty

appointments are identified for layoff, the District will make every effort to be specific as to how many positions it expects to cut, which departments or service units they will come from, and to the extent they are able (using considerations of program need, impact on students, funding source, affirmative action, etc.), utilize reverse seniority by department/service unit in making layoff decisions. The affected faculty for layoff will be notified by the District no later than March 15, but as early as possible.

4. For any special faculty who has been laid off, the District agrees to notify them of any jobs available at Yakima Valley College for which they qualify, and to provide recall rights in seniority order for those who have been employed two or more consecutive years. Recall rights will exist for twelve (12) months from the last date of full-time employment as an academic employee.
5. In recognition of the desire to provide opportunities for special faculty appointees to obtain tenure track positions, the District may appoint special faculty to a tenure track position, or the District will automatically grant an interview to those special faculty appointees who meet minimum qualifications for open tenure track positions.

11.21 - Seniority: As used in this AGREEMENT, seniority (except "program seniority") shall be based on first date of hire with College District No. 16, for full-time academic employment. Seniority for academic employees holding faculty appointments shall include all full-time academic employment within the District regardless of funding source, provided, however, that an individual shall be placed on the seniority list only at times when he or she serves in a faculty appointment. Interruptions in full-time academic employment (except for paid leaves) shall be deducted from the total accumulation of seniority. Apparent ties in years of service shall be broken on the basis of (a) first date of signature on a full-time academic employee contract; and (b) first date of application for employment, in that order.

Except when paid leaves of absence apply, full-time academic employees whose "instructional-unit" accumulations for teaching, counseling, librarianship, and/or instructionally-related duties during the normal assignment period are lower than twenty-seven (27) "instructional units" shall have their seniority for that normal assignment period prorated by dividing the actual number of "instructional units" assigned for such purpose(s) by forty five (45). "Instructional units" assigned as supplemental assignments shall not be considered for purposes of this section.

A complete seniority list for probationary and tenured faculty shall be developed and updated jointly by representatives of the District and AFT-Y and published to the faculty in each fall quarter during the life of this AGREEMENT.

11.22 - Program Seniority: Academic employees holding faculty appointments or special faculty appointments shall be deemed to have accumulated seniority in a program listed in Article 8.8 as follows:

- a) Program seniority for one-third (1/3) of an academic quarter shall accrue to a faculty appointee who has been assigned three (3) to seven (7) "instructional units" (or their equivalent) in a program during any academic quarter.
- b) Program seniority for two-thirds (2/3) of an academic quarter shall accrue to a faculty appointee who has been assigned eight (8) to twelve (12) "instructional units" (or their equivalent) in a program during any academic quarter.
- c) Program seniority for one (1) academic quarter shall accrue to a faculty appointee who has been assigned thirteen (13) or more "instructional units" (or their equivalent) in a program during any academic quarter.

For purposes of this Section, three (3) academic quarters shall equal one (1) year of program seniority, "instructional units" (or their equivalent) shall be rounded to the nearest whole number, and released time shall not be deducted from the calculation of program seniority for faculty appointees otherwise assigned full-time to a given program.

ARTICLE 12
TENURE AND DISMISSAL DUE TO REDUCTION IN FORCE (RIF) OR PROGRAM
ELIMINATION

The following rules on tenure are established (a) to protect faculty employment rights and faculty involvement in the establishment and protection of these rights in College District No. 16, and (b) to define a reasonable and orderly process for the appointment of academic employees to tenure status, or for the non-renewal of probationary academic employees.

12.1 - Definitions: As used in this AGREEMENT,

"Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority.

"Appointing Authority" shall mean the Board of Trustees of College District No. 16.

"Faculty Appointment" shall mean full-time employment in a probationary or tenure position as an instructor, counselor, librarian or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments. "Faculty Appointment" shall also mean department heads to the extent that they have had or do have status as an instructor, counselor, or librarian, and shall also mean employment on a reduced workload basis as defined by RCW 28B.50.851(2)(a).

"Faculty Appointment" shall not mean, however, "special faculty appointment" as defined by RCW 28B.50.851(2)(b), provided that the conditions prescribed therein governing transfer and/or termination shall apply.

"Faculty Peer" shall mean an individual holding a probationary or tenured faculty appointment.

"Probationary Faculty Appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.

"Probationer" shall mean an individual holding a probationary faculty appointment.

"Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

"Tenure Review Committee" shall mean a committee composed of the probationer's tenured faculty peers, a student representative, and an administrator, provided that a majority of the committee shall consist of the probationer's tenured faculty peers.

12.2- Tenure Review Committee--Purpose and Selection of Membership: Each probationer shall have a five-(5) member tenure review committee assigned to him or her by October 15 of the first year of appointment. Probationers appointed at some other time than the beginning of the fall quarter shall have such a committee assigned within six (6) weeks of the date of appointment. Tenure review committees shall serve as standing committees until such time as the probationer is either granted tenure or the probationary faculty appointment is terminated.

The tenured faculty on the probationer's tenure review committee shall be elected in accordance with the following provisions:

- a. Upon the call for an election by the Vice President of Instruction and Student Services, the faculty peers in the probationer's department or administrative unit (i.e., the Library or the counseling unit) shall elect three (3) tenured faculty peers to the tenure review committee, provided, however, that any such department or unit shall have at least three (3) faculty peers as members.

- b. If the department or unit to which a probationer is assigned contains fewer than three (3) faculty peers, representatives of the District and AFT-Y, in consultation with the department or unit, shall determine an appropriate body of faculty peers to serve as electors and shall conduct the nomination and election process, provided, however, that if the representatives cannot reach agreement on an appropriate body of electors, the President shall make the final decision.
- c. In cases where the probationer is assigned to more than one department and/or administrative unit, the faculty peers in each such department and/or unit shall participate in the nomination and election process, which shall be conducted jointly in a meeting by representatives of the District and AFT-Y. Where fewer than three (3) faculty peers form the body of electors in any such case, however, provision "b" above shall be followed.

Before the nomination process begins, the probationer shall have the right to provide to the electors the names of tenured faculty whom the probationer would like to have serve on the tenure review committee.

The administrator on the committee shall be appointed by the Vice President of Instruction and Student Services.

The student member of the committee shall be a full-time student appointed by the Associated Student Body in accordance with procedures for such appointment established by the Student Body Government, provided, however, that prior to any such appointment, the probationer shall have the right to provide to the Associated Student Body the names of students whom the probationer would like to have serve on the tenure review committee.

Any vacancy on a tenure review committee shall be filled in the same manner as the original appointment was made.

Insofar as possible, at least one (1) member of the committee should be in the probationer's academic discipline or field of specialization.

12.3 - Duties and Responsibilities of the Tenure Review Committee: The general duties and responsibilities of the tenure review committee shall be to (a) evaluate the probationer, (b) advise him or her of strengths and weaknesses in performance, and (c) develop programs to overcome any weaknesses that he or she may have. The evaluation process shall place primary importance upon the probationer's effectiveness in his or her appointment. The committee shall be responsible for making recommendations to the appointing authority regarding renewal or non-renewal of the probationary faculty appointment and/or the granting of tenure.

12.4 - Operating Procedures for the Tenure Review Committee: The first meeting of a tenure review committee shall be upon the call of the Vice President of Instruction and Student Services (or designee). A chairperson shall be elected at the committee's first meeting from among the tenured faculty members of the committee.

All meetings of a tenure review committee after the first shall take place upon the call of the chairperson. The committee may meet with or without the probationer being present. The committee shall determine whether the probationer's presence is necessary or advisable, provided, however, that the committee shall meet with the probationer at least once each quarter during the fall, winter, and spring quarters.

The evaluation process employed by the committee shall include the following:

- a. The first order of business shall be to establish, in consultation with the probationer, the procedures to be followed in evaluating the probationer's effectiveness in his or her appointment.
- b. Criteria to be used in the evaluation shall be limited to faculty-staff relationships; instructional, guidance and/or librarianship skills; general District service; knowledge of subject matter; and other elements of the appropriate job description in Article 8.

- c. Evaluation shall be based partly on firsthand observations of the probationer's performance in his or her position and may include written observation reports. The evaluation process shall have the following written elements: a self-evaluation by the probationer, and an evaluation by his or her immediate supervisor. The evaluation process shall also include an evaluation by the probationer's students.
- d. In areas such as the Library and the counseling unit where classroom visits might be unreasonable, irrelevant, or unproductive, the committee shall be free to devise and employ evaluation techniques and procedures that the committee deems to be more appropriate.
- e. All evaluative judgments by the committee shall be in written, narrative report form.

When deficiencies or weaknesses in the performance of a probationer have been noted by the committee, the following steps should be taken by the committee:

1. Areas of deficiency or weakness should be discussed at a conference with the probationer as soon as these deficiencies are recognized.
2. The committee should develop with the probationer a written program to improve these areas.
3. Frequent conferences should be held to help the probationer improve.

Each committee, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of his or her progress during the probationary period and shall receive the probationer's written acknowledgement thereof.

12.5 - Written Reports of the Tenure Review Committee: Each tenure review committee shall submit in writing a confidential progress report by the end of the fall quarter in each year of the probationer's appointment to the probationer, the President, and the appointing authority. This report shall outline any strengths or weaknesses that the probationer may have. In the event that the committee has identified weaknesses, the report shall also include a list of steps that can be taken by the probationer to improve.

On or before February 15 in each winter quarter of the probationer's appointment, each committee shall also submit in writing to the same parties a confidential evaluation of the probationer's performance and progress, including the degree to which any performance deficiencies identified in the fall-quarter progress report have been overcome.

At the same time as the winter-quarter evaluation is submitted, the committee shall also submit to the probationer, the President, and the appointing authority a written recommendation regarding the renewal or non-renewal of the probationary faculty appointment for the ensuing regular college year or regarding the award or non-award of tenure (as appropriate). This recommendation shall not be confidential.

The probationer shall have the right to submit a written response to any of the reports specified in this section within ten (10) working days of the date of service. Any such response shall be addressed to the committee, the President, and the appointing authority.

12.6 - Action by the Appointing Authority: The appointing authority after giving reasonable consideration to the recommendation(s) of the review committee shall advise the probationer regarding the award of tenure or non-renewal not later than one (1) complete quarter, except summer quarter, before the expiration of the probationary faculty appointment in any regular college year. Prior to taking action, the appointing authority shall announce the review committee's recommendation concerning the renewal or non-renewal of a probationary faculty appointment or the award or non-award of tenure.

12.7 - Award of Tenure and Maximum Probationary Period: Tenure may be awarded to a probationer at any time by the appointing authority after giving reasonable consideration to specific recommendations from the review committee, provided, however, that the appointing authority shall not consider any recommendation for

an award of tenure until the probationer has completed a minimum of one (1) regular college year of full-time academic employment. The maximum probationary period shall be as specified in RCW 28B.50.852.

When an academic employee is hired to commence full-time faculty employment at a date other than the beginning of fall quarter, the probationary period shall commence as follows:

- a. If an academic employee is assigned 14.67 "instructional units" or more for the quarter in which he or she begins such employment, the probationary period shall be deemed to commence at the beginning of that quarter.
- b. If such an academic employee is assigned fewer than 14.67 "instructional units" in the initial quarter, the probationary period shall be deemed to commence on the first day of the next quarter (excluding the summer quarter).
- c. The review of an academic employee who begins full-time employment at other than the start of the fall quarter in any regular college year shall begin as soon as feasible following the effective date of the probationary appointment. Review committee appointments shall be made in accordance with the provisions of Section 12.2 above.

12.8 - Rights, Obligations, and Reasonable Expectations of the Probationer: Under this Article, the probationer has the following rights and reasonable expectations:

- a. Sufficient rapport should be established between the probationer and his or her review committee so that the purpose of the classroom visits and evaluation sessions is clear.
- b. The classroom visits should be arranged with the probationer so that he or she will be prepared for them.
- c. The committee should acquaint the probationer with the evaluation instruments prior to their use.
- d. Conferences with the probationer should be scheduled and should cover each category on the evaluation instruments used in preparation for the conference.
- e. When a disagreement between the probationer and the committee arises over any area of evaluation, the probationer may submit a written statement of these disagreements and shall be entitled to a written response from the committee.
- f. If the probationer disagrees with the recommendation by the review committee to the appointing authority, he or she may request a meeting of the faculty peers and department head in his or her department or administrative unit. The faculty peers and department head acting as a body shall review the committee recommendation with the probationer. Within one (1) week of the meeting, a report of the faculty peers and department head acting as a body shall be sent in writing to the appointing authority, with copies to the probationer and the AFT-Y President. This report shall be advisory only and shall not be construed to be contrary to or supersede any provision of RCW 28B.50.850 through RCW 28B.50.869. Time limits expressed herein shall not apply to breaks between academic quarters nor to the summer quarter.

12.9 - Non-Delegation of "Appointing Authority": The Board of Trustees shall not delegate its "appointing authority" for any purpose in the exercise of the provisions of this Article 12 concerning Tenure Considerations.

12.10 - Prior Service in Faculty Appointments: Time served in consecutive quarters of a faculty appointment shall count towards the maximum probationary period if a probationer is "non-renewed" in an appointment but then granted a "new" probationary faculty appointment for the ensuing regular college year unless the duties in the "new" appointment differ substantially from the duties performed in the "old" appointment.

12.11 - Review Committee Orientation: Subsequent to the formation of review committees in the fall quarter pursuant to Section 12.2 above, all review committee members and all probationers shall be required to attend an orientation session jointly conducted by representatives of AFT-Y and the District. This session shall be mandatory for all probationers and for all committees, whether newly formed or ongoing.

12.12 – Dismissal Due to RIF or Program Elimination: When the District or State of Washington deems a financial emergency as defined by RCW 28B.50.873, or there is a change or elimination of an instructional, student-services, or library program that necessitates a reduction in force, the District will be subject to following the procedures relative to tenured faculty members.

12.13 - Preliminary Proceedings RIF Arising from a Financial Emergency: Dismissal due to a reduction in force (RIF) shall be subject to the following preliminary proceedings.

When the President deems that a reduction in force should be commenced to meet such a financial emergency, he or she shall first consider the following and related factors:

- a. Potential savings in areas other than those occupied by academic employees holding faculty appointments.
- b. Possible retirements of academic employees holding faculty appointments.
- c. Reduction or elimination of overload and part-time academic-employee assignments.
- d. Possible paid or unpaid leaves of absence that could be offered to academic employees holding faculty appointments.

If the emergency cannot be resolved through these or comparable measures, the President shall determine the number of academic employees holding faculty appointments to be recommended for dismissal and then select such employees by one (1) of the following two methods:

Method A: If time permits, the President shall notify the Program Review Committee of the need for a reduction in force; shall specify the number of positions that must be eliminated to meet the emergency; shall identify at least three (3) administrative units and/or departments that he or she proposes be affected by the reduction in force; and shall set forth a short and plain statement of the basis for the selection. Selection of departments shall be from the listing in Section 14.2 of this AGREEMENT. "Administrative units" shall be the counseling unit and the Library.

The President (or designee) shall then meet with the Program Review Committee to discuss the proposal.

Following the meeting with the President (or designee), the Committee shall have thirty (30) days to inquire into the matter further and to submit a written report to the President, provided, however, that this time limit shall exclude days falling outside the fall, winter, and spring quarters set forth in Appendix E of this AGREEMENT.

The Committee's inquiry shall include but not be limited to consultation with the affected administrative units and/or departments, and the Committee's report shall include its findings, conclusions, and recommendations.

Upon receipt of the Committee's report or the expiration of the thirty (30)-day period, whichever is earlier, and if he or she continues to believe that a reduction in force is necessary, the President shall commence the reduction in force by selecting the individuals to be recommended for dismissal from the designated administrative units and/or departments on the basis of reverse seniority. If the Committee has objected to the President's proposed selection of administrative units and/or departments and if the President concurs with the objection, however, he or she shall select alternates and notify the Committee of the change and the basis for it in writing.

For purposes of this "Method A," the administrative units and/or departments affected by the proposed reduction in force shall never number fewer than three (3) and shall be deemed to be a single layoff unit. The least senior academic employee holding a faculty appointment in the single layoff unit shall be selected first, the most senior last.

Method B: If time does not permit the President to meet the emergency through Method A, he or she shall select the employees to be recommended for dismissal on the basis of reverse seniority: i.e., the least senior academic employee holding a faculty appointment shall be selected first, the most senior last.

12.14 - Preliminary Proceedings Relating to a RIF Arising from Change or Elimination of an Instructional, Student-Service, or Library Program: Dismissal for change or elimination of a program is subject to the preliminary proceedings outlined in 12.15 above.

When the President, following a review of programs in accordance with Section 14.13 or 14.14 of this AGREEMENT (as appropriate), has acted to change an instructional, student-service, or library program substantially or to eliminate it and when the President deems as the result of such action that a reduction in force should be commenced, he or she shall first determine the number of faculty appointments in the program that should remain as a result of the action. The President shall then apply the following steps in selecting candidates for the possible reduction in force:

- a. Faculty appointees in the affected program who possess established competencies in another program and who are qualified to perform the duties required by classes or assignments offered within that program shall be given opportunity to be assigned to it, provided that an assignment thereto is available or provided that the appointee has more seniority in the program than at least one other appointee to it. Seniority in a program shall be determined in accordance with the provisions of Section 12.13.
- b. If implementation of step "a" above results in elimination of a full-time assignment for a less-senior faculty appointee in such other program, such less-senior appointee shall have opportunity to "bump" into another program on the same basis as in Step "a."
- c. Upon completion of Steps "a" and "b" above, the academic employees holding faculty appointments for whom no assignment is available shall form a single "layoff unit" and shall be recommended for dismissal by the President on the basis of reverse seniority, provided, however, that academic employees in the program to be reduced who have not "bumped" into other programs shall be placed in this single "layoff unit" on the basis of reverse program seniority.

12.15 – Layoff Appeal Rights: In the case of a reduction in force for reasons set forth in RCW 28B.50.873, affected academic employees may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455 (4), provided, however, that where there is more than one (1) academic employee affected by the proposed reduction in force, such employees requesting a hearing must act collectively in making such a request, as set forth in Article 10.8 through 10.12.

12.16 - Layoff Status and Recall Rights: In any proceeding flowing from a RIF or Program Change or Elimination where the final result has been dismissal by operation of Sections 12.15 through 12.17 above, the affected academic employee shall be deemed to be "on layoff" for two (2) calendar years from the effective date of the dismissal, subject to the following provisions:

- a. A recall list shall be created and maintained by the District and shall contain the names of those academic employees "on layoff" in order of seniority.
- b. Those qualified academic employees on the recall list shall be provided the right of recall according to their seniority--i.e., the most senior qualified employee will be recalled first; the least senior last.
- c. No new hires shall be permitted to fill full-time academic employee vacancies in the District unless there are no qualified individuals on the recall list to fill the vacancies.
- d. The name of any academic employee "on layoff" who refuses a recall offer shall be removed from the recall list, and such employee shall no longer be considered eligible for recall.
- e. Academic employees on the recall lists shall be responsible for furnishing the District with

appropriate addresses to which notices and other pertinent recall information can be sent.

- f. Upon recall, academic employees shall retain all benefits, such as sick leave, tenure, and seniority that they had accrued to the date of "layoff."

Upon request of an academic employee "on layoff," the President shall write a letter that the employee may include with applications stating (1) the reasons for the "layoff," (b) the qualifications of the employee, and (c) any other pertinent information that may be of assistance in securing another employment position.

12.17 - Non-Delegation of "Appointing Authority": The Board of Trustees shall not delegate its "appointing authority" for any purpose in the exercise of the provisions of this Article concerning Dismissal.

12.18 - Exclusion From Grievance Procedure: Except for Sections 12.12 of this AGREEMENT, this Article shall not be subject to grievance and arbitration under Article 5 of this AGREEMENT.

ARTICLE 13 WORKING CONDITIONS APPLICABLE TO PART-TIME ACADEMIC EMPLOYEES

13.1 - Minimum Qualifications: Approval of minimum qualifications in each instructional department listed in Section 14.2 of this AGREEMENT shall be governed by the minimum qualifications necessary for individuals to teach specified courses within the department on a part-time basis. Such minimum qualifications are set forth in Sections 8.4 through 8.7 (as appropriate) of this AGREEMENT.

13.2 - Applications For Part-Time Academic Employment: Copies of applications for part-time academic employment shall be forwarded upon receipt by the District to the appropriate department head and dean for consideration and review.

13.3 - Consideration for Part-Time Academic Employment: The department head (in consultation with the other members of the department) shall recommend to the dean what courses (if any) the applicant, if approved, would be qualified to teach on a part-time basis. If the dean does not agree with the recommendation, the department head and the dean shall forward the dispute in writing to the Vice President of Instruction and Student Services for a final determination, which shall be in writing and which shall specify the grounds for the determination.

13.4 - Approval for Part-time Academic Employment: Upon completion of the actions stipulated in 13.3, the department head (or designee) and Dean (or designee) shall interview the applicant. (The department head may also include members of the department in the interview.) If both the department head and dean approve the applicant to teach the courses designated by operation of Section 13.2 above, the applicant may be employed by the District to teach them. If the department head and dean cannot agree, however, the matter shall be referred in writing to the Vice President of Instruction and Student Services, who shall make a final determination after consultation with both the department head and the dean. The determination shall be in writing and shall specify the grounds for it. Except in emergency situations (addressed in 13.5 below), no individual may teach courses on a part-time basis for the District unless he or she has been approved in accordance with the requirements of this Article. Copies of applications, department approval and the Dean approval will be maintained in the supervising Dean or Director's office and made available to the Chair of the approving department, Human Resources or the Vice-President for Instruction and Student Services.

13.5 - Approval in Emergency Situations: An emergency situation may arise in which no individual approved to teach a course on a part-time basis is available to teach and time does not permit the department head or appointed representative to review the application and/or participate in the interview required by Section 13.4 above. In any such case, the appropriate dean may temporarily approve a qualified applicant for not more than one (1) academic quarter on the basis of the dean's review of the application and interview of the applicant. Such an individual's

temporary approval, however, shall expire at the conclusion of the quarter; and he or she shall not be re-approved without an interview by the department head and without that department head's approval. If the department head does not give such approval but the dean believes that approval should be granted, the dispute shall be resolved in accordance with the last sentence of paragraph one in 13.3 above.

13.6 – Scheduling of Courses to Be Offered On a Part-Time Basis: Each quarter as part of the schedule-building process, the appropriate Dean shall confer with each department head to ascertain the department's recommendation regarding classes to be offered on a part-time academic-employee basis after full-time and overload-assignment classes have been established. The Dean and the department head will also identify the individuals on the department's Approved Candidate List who are qualified to teach the classes to be offered and identify the individuals preferred to teach each class. The Dean shall then forward recommendations to the Vice President of Instruction and Student Services for consideration and final approval.

13.7 - Cancellation of Minimum Enrollment Classes: In cases where classes subject to minimum enrollment fail to meet such minimums, the affected academic employee shall receive full compensation for each hour of the class actually worked until it is canceled by the District. Such cancellation may be made verbally, provided that written verification is given to the employee within seven (7) days of the official cancellation. A copy of the written verification shall be provided to the AFT-Y at the same time and in the same form.

13.8 - Part-Time Faculty Pay Periods: Each part-time academic employee shall be paid on or about the tenth (10th) and twenty-fifth (25th) of each month of the assignment period in accordance with the provisions of Chapter 42.16 RCW and Chapter 82.50 WAC as now or hereafter amended, provided, however, that this Section shall not apply to overload assignments performed by full-time academic employees.

13.9 - Workload and Compensation: Except as specifically provided otherwise in paragraph two of this Section, part-time academic employees assigned ten (10) instructional units or fewer in any one quarter shall be paid at the part-time rate as set forth in Appendix C of this AGREEMENT, which by this reference is attached hereto and incorporated herein. Such employees assigned more than ten (10) instructional units in any one quarter shall be paid in accordance with the provisions of Section 11.1 above, provided, however, that any such employee who is assigned more than thirty (30) instructional units during the regular college year encompassing fall through spring quarters shall be given a prorated placement on an appropriate Salary Level.

The following exceptions are made to 11.1:

1. Faculty workload assigned for mixed mode or co-requisite lecture/lab courses may be for 10 credits of student enrollment, with faculty compensation derived by applying the calculation included in Appendix A, item 3.g whereby 1 instructional unit per weekly contract hour of lecture/discussion (Mode A) and .075 instructional unit per weekly contract hour of lab/studio (mode B) shall be assigned. There shall be a maximum of 12 IU's for such mixed mode loads.
2. During the fall quarter Appendix C maximum for Adult Basic Education shall be eleven (11) "instructional units," and the yearly Appendix C maximum for instructors teaching four (4) quarters of Adult Basic Education in the regular college year shall be forty-one (41) "instructional units."
3. This provision excludes five (5) instructional units for instructionally related duty such as advising or curriculum maintenance that may be paid during any quarter or combination of quarters per year and instructionally-related duties which may be paid on a stipend basis including cooperative learning, undergraduate research, prior learning experience assessment, curriculum development, research projects, grant projects, and/or other duties related to individualized services or special projects.

13.9.1 – Healthcare Insurance: Consistent with applicable Washington State Healthcare Authority / Public Employees Benefits Board (PEBB) Regulations, a part-time academic employee shall be eligible for fringe benefits beginning the second consecutive quarter in which the assignment exceeds 7.33 "instructional units." For purposes of counting such "instructional units," all compensated instructional units shall be considered regardless of reason for the assignment, consistent with RCW 28B.50.4891. This threshold is in recognition of the fact that full-time employees have significant additional time and effort commitments requiring their presence on campus. Such duties as holding official office hours, participating on committees, assisting in advising students, and developing curriculum must be taken into consideration in any calculation of "half-time" for PEBB purposes. The District's contribution to the insurance plans shall be in accordance with state law and the regulations of the State Healthcare Authority / Public Employees Benefits Board. State mandated insurance plan participation, coverage, benefits and contribution rates are not grievable.

13.10 - Sick, Bereavement & Emergency Leave: Part-time faculty eligible for health care coverage as defined in this section shall qualify to accrue and be eligible to use sick leave in such quarters under the following conditions:

Qualifying part-time faculty members shall receive three (3) sick leave credits at the beginning of each academic quarter in which they are contracted. One (1) unused sick leave credit will accumulate beyond the end of each consecutive contracted academic quarter, up to a maximum of six (6) sick leave credits.

Qualifying part-time faculty members may use up to three (3) sick leave credits per academic quarter for illness, injury, bereavement, emergencies, and personal reasons, provided, however, that leave for personal reasons may not exceed one (1) instance per academic quarter. Absence for any portion or whole academic day will result in the use of one (1) sick leave credit. Any usage must be for a day in which the academic employee would otherwise have been scheduled to perform their academic duties. Reasonable attempts will be made to notify the department in advance of the absence and to reschedule academic assignments.

Part-time faculty members who do not qualify for benefits and are absent may be given the opportunity during the academic quarter in which the absence occurs to fulfill an alternate assignment or take leave without pay. Accrued credits provided under this AGREEMENT will be lost upon failure to continue to qualify for benefits under this AGREEMENT.

13.11 - Exclusion of Faculty or Special Faculty: The provisions of this Section shall apply only to academic employees who do not hold faculty- or special-faculty appointments and shall apply to a "quarter" defined as a period beginning the first working day of one quarter as listed in the District calendar and continuing until but not including the first working day of the next quarter listed in the District calendar.

13.12 - Release Time For Professional Activities: Part-time academic employees may be granted released time, with prior approval, to attend professional activities related to their assignment(s).

ARTICLE 14
GOVERNANCE, CURRICULUM, PROGRAM REVIEW, AND CONTRACT COMMITTEES

14.1 - Governance: In order to conduct the business of the college, the District shall organize into work units known as "Departments." A department is deemed to be a governance body only, and the position of "department head" is deemed to be a non-supervisory position, established for the purpose of coordinating activities and concerns of the department and communicating those concerns to the District

14.2 – Divisions and Departmental Organization: The following are the organizational units of the District, including the divisions, programs/departments under each division, and the appropriate Curriculum Committee designation. (Course identifiers listed in parentheses represent disciplines/courses overseen by the program/department.)

Arts and Sciences Division

Life Sciences (BIOL, NUTR)

English (ENGL, ESL [100-level])

Humanities (ART, ASL, CMST, DRAMA, HUM, MUS, PHIL, PHOTO, SHL, SPAN, SPCH)

Social Sciences (ANTH, CHST, ECON, ETHS, GEOG [except Physical Geography], HIST, POLS, PSYCH, SOC, SOCSCI)

Mathematics (MATH)

Physical Sciences (ASTR, CHEM, GEOG [Physical Geography only], GEOL, PHSCI, PHYS)

Courses/disciplines/programs overseen by the Arts and Sciences Division are reviewed by the Arts and Sciences Curriculum Committee.

Student Services Division and Library

Counseling (CAS, SD)

Library (CAS)

Physical Education (PE, PEM, PEW)

Courses/disciplines/programs overseen by Student Services Division and Library are reviewed by the Arts and Sciences Curriculum Committee.

Workforce Education Division

Agriculture and Viticulture (AG, AGEEN, AGSCI)

Allied Health Technology (AH, AHBC, AHMA, AHMI, AHPT, AHST, PTECH)

Automotive Service Technology (AST)

Business (ACT, BA, BT, BUS, IT, BASM, BASIT)

Criminal Justice (CJ)

Dental Hygiene (DH, BASDH)

Engineering (ENGR)

Education (ECED, EDUC, FAML, READ, SPED, BASTE)

Nursing (NRSE, NAC)

Professional Studies (Chemical Dependency Studies) (CD)

Radiologic Sciences (RT)

Technical Studies (Dental Assisting, TV/Video Production (DA, AUDIO, TVID)

Veterinary Technology (VET)

Courses/disciplines/programs overseen by the Workforce Education Division programs/departments are reviewed by the Workforce Education Curriculum Committee.

College & Career Readiness Division

College & Career Readiness (ABE, ABESL, JBSK, CRTR)

Courses/disciplines/programs overseen by the College & Career Readiness Division programs/departments are reviewed by the College & Career Readiness Curriculum Committee.

14.3 – Department Leadership: Each of the departments listed above shall elect a department head annually during spring quarter, for a term of office for the following academic year (summer through spring academic quarters). If the department adheres to state or national accreditation standards requiring that individuals with specific qualifications be program chairs or coordinators, the District shall appoint the appropriate Department Head.

The department head shall be a full-time academic employee unless there are no full-time employees in the department, in which case a part-time academic employee may serve. Except as otherwise provided herein, each full-time academic employee in the department shall be eligible to vote and the department head shall be elected when he or she receives a majority of valid votes cast in a secret ballot election. The election shall be conducted by the appropriate supervisor, who shall provide a minimum of five (5) working days' notice of the election in writing. In the event of a tie, or impasse in the election, selection of the department head shall be made by lottery. No individual may vote in more than one (1) department's election. (If no individual will stand for election, the supervisor will appoint the department head.)

Department-head vacancies shall be filled by mutual agreement between the AFT-Y President and the District. If the parties fail to agree on a department head, an election shall be held. If the election does not result in a new appointment, the District may appoint a department head to fill the position.

An academic employee who has held the position of department head under the predecessor to this AGREEMENT may stand for re-election or, if applicable, reappointment, provided, however, that under no circumstances shall such an employee be required to serve in the position against his or her wishes.

In addition to the Department Heads, the District may appoint Program Chairs to coordinate efforts of a particular program of study. The Program Chair may be the Department Head, but if he/she is not, he/she will coordinate program efforts with the assigned Department and appropriate Department Head.

14.4 – Department Functions: Each department shall develop procedures pertaining to its areas of responsibility as set forth in this AGREEMENT. To this end, each department shall hold at least one meeting at the beginning of each academic quarter. Department meetings shall be called by the department head in a written notice with accompanying agenda to each full-time faculty member in the department. A copy of any such notice shall be sent to the appropriate Dean at the same time, and in the same form.

Each department shall participate in college-wide registration and advising, which shall be coordinated by the appropriate dean. Further, each department shall be responsive to the recommendations of students, community members, other departments and units of the District, and the appropriate advisory boards regarding its course offerings and educational philosophy.

Each department in consultation with the dean shall develop and approve recommendations for curriculum and course offerings in department meetings for all regular, continuing education, E-Learning, evening and/or summer programs. "E-Learning" as used herein shall be defined as any instructional or student services content which is disseminated to students to accommodate time and/or place constraints. Such recommendations shall be considered by and acted upon by the appropriate division curriculum committee.

The department heads in consultation with the appropriate dean shall be responsible for making recommendations regarding staff needs as requested by the department(s).

Upon approval by the District, department budgets shall be distributed to the appropriate department head by the appropriate dean.

14.5 - Composition, Structure, Duties and Processes for Curriculum Development: Primary responsibility for course and program curriculum rests with faculty. Responsibility for selection and implementation of district programs and the funding and assignment of personnel to programs rests with the administration as delegated by the Board of Trustees to the president.

Each department shall have responsibility for developing and evaluating its curriculum and shall strive to develop a coordinated, sequential series of skills or courses by which students may achieve increasing competencies and knowledge. E-Learning course curricula are not distinguished by mode and are viewed by the respective curriculum committee as part of the general course inventory of the District. No separate approval is required. It shall be the duty of the division curriculum committees to review and approve curriculum and recommend to the President the courses, program structure, policies, and requirements that they deem appropriate for the operation of the programs under its control and responsibility and that are consistent with accreditation standards, state regulations, and such other requirements as may have an influence.

14.6 - General Curriculum Review Process: The division curriculum committees will receive curriculum agenda items from their respective faculty/departments. The division committees will forward approved curriculum to the President for review and final decision.

A faculty member or department may be in disagreement with a division committee that decides not to approve a submitted curriculum item. The faculty or department can request that the appropriate division committee initiate minority/majority reports pertinent to the curriculum item providing that at least two committee members agree. The division committee shall act upon the request and compile the minority/majority reports within 30 days. The committee will forward the reports to the President for review and final decision.

The division curriculum committees will be organized and function as follows:

14.7 - Division Curriculum Committees: The Divisions of Arts and Sciences, College & Career Readiness, and Workforce Education each shall establish a curriculum committee consisting of membership described in the respective composition and operation sections below. Faculty committee members are charged with representing the interests, perspectives, and opinions of the faculty who elected them as well as seeking the best interests of the division and the college in their deliberations and decisions. Faculty representatives are expected to regularly consult with, and report to, their electors. A faculty representative may not vote on a course curriculum item in which s/he was directly involved in the development. The appropriate alternate will be asked to be present and vote in such cases. Each division will determine the length of the term of service on the committee which will not exceed the life of this AGREEMENT. The division curriculum committees can also add other representatives at their discretion.

The division committees are required to meet at least monthly and can decide to schedule more frequent meetings if necessary. The division curriculum committees will keep minutes of each meeting. A draft of meeting minutes will be available or posted in public folders and subject to review and approval at the following appropriate division curriculum committee meeting. The Administration will provide a note-taker who will provide, distribute, and retain minutes of all curriculum committees. The approved minutes shall be available to all faculty, to division Deans, the Vice President of Instruction, and to the President within one week of approval.

14.8 - Composition and Operation of the Arts and Sciences Curriculum Committee: The Arts & Sciences curriculum committee shall consist of 7 voting members, the chair (the Dean of Arts & Sciences) and six (6) full-time faculty. One faculty member and an alternate shall be elected from and shall represent the following six (6) groups of full-time faculty for the life of this contract. Full-time faculty members in each grouping are the electors for the committee representative and the alternate. A vote of full-time faculty within the representative group(s) can be used to replace members and/or alternates when necessary. Faculty teaching courses in more than one (1) grouping may only vote in one group's election. This group shall be the one containing the program in which the faculty member votes for department head. This election shall occur during convocation week at the start of a new contract. Should a contract not be in place by convocation, the election shall occur within ten (10) class days of the signing of the contract. In all elections for curriculum committee, the dean shall provide written notice to all faculty of the time, date, and place of the election.

Group A – English, English-as-a-Second-Language (transfer)

Group B – Humanities: American Sign Language, Communications: Drama, French, German, Humanities, Music, Philosophy, Photography; Spanish, Speech; Visual Arts,

Group C – Mathematics

Group D – Natural Sciences: Astronomy, Biology, Chemistry, Geology, Nutrition, Physics, Physical Geography and Physical Science

Group E – Social Sciences: Anthropology, Chicano/a Studies, Economics, Ethnic Studies, Geography, History, Political Science, Psychology, Social Science, and Sociology

Group F – Student Services: Counseling, Library, Physical Education

The requirements of the Associate of Arts, Associate of Arts – Science Option, and Associate of Science and any future degrees or certificates intended solely for general transfer or articulated transfer by departments or programs in the arts and science division shall be the province of the Arts and Science division curriculum committee. The Arts and Science division curriculum committee is responsible for the review and approval of distribution requests and any revisions to the distribution requirements. Courses submitted for distribution will meet the current format used by the A&S Division committee.

The committee is to be chaired by the Dean for Arts & Sciences. Each group will have one (1) vote cast by the group's representative or its alternate. The group representative is responsible for keeping the alternate informed of the work of the A&S curriculum committee and to provide notice of his/her projected absences so that the alternate may make plans to attend. Five (5) members are required for a quorum. A proposal may be approved on a first reading on agreement of all members present. Any one member may return the proposal for further consideration. Upon the second reading, a proposal may be approved on agreement of six (6) members. The committee must meet at least once a month. Items for the agenda will be submitted to both the dean and the secretary of the curriculum committee. The Dean in consultation with the committee members will determine the protocol for submitting agenda items and other procedures for the committee. These procedures will be published and updated annually. The Dean may appoint a committee member to chair a curriculum meeting in his/her absence.

14.9 – Composition and Operation of the College & Career Readiness Curriculum Committee: The committee is to be chaired by the Dean of the Basic Skills Division with membership including four faculty representatives. The committee also has the option to add two additional consulting members representing the community or other groups to assist in curriculum review and evaluation. Each committee member shall serve a one-year term. Four faculty members and alternates shall be elected from the full-time faculty of the division. Faculty members and alternates will be elected from and represent the College & Career Readiness, English As A Second Language, and WorkFirst Program. The alternates will become the committee members after expiration of the present members' terms. Alternates can serve as voting members in the event that a committee member is absent. An annual election during convocation week will elect the new alternates. Alternates are encouraged to attend division curriculum committee meetings as non-voting participants in order to prepare for their term as the voting committee member. A vote of full-time division faculty can be used to replace members and/or alternates when necessary. The Dean and four (4) faculty representatives will determine if and whether to add up to two (2) consultant members and determine the process to appoint those representatives when appropriate. Alternates elected for the last term during the life of this AGREEMENT will become the four (4) division curriculum committee members the following year provided a similar committee process and representation is still in place.

A simple majority vote of the committee membership is required for items to be approved. The Dean will vote if there is a tie. Quorum for a meeting shall consist of three of the four (3/4) of the committee's voting membership. The Dean will designate a committee member to serve as chairperson in the event the Dean cannot attend.

14.10 - Composition and Operation of the Workforce Education Curriculum Committee: The committee is to be chaired by the Dean of the Workforce Education Division with membership including four faculty representatives. The committee also has the option to add two additional consulting members representing the community or other groups to assist in curriculum review and evaluation. Each committee member shall serve a one-year term. One faculty member and an alternate shall be elected by the full-time WED faculty members to represent the following three (3) groups of full-time faculty and one at-large position:

Group A – Allied Health Technology Radiologic Sciences, Dental Hygiene, and Engineering

Group B – Nursing, Veterinary Technology, and Agriculture

Group C – Business, Automotive Service Technology, Criminal Justice, and Education

The alternates will become the committee members after expiration of the present members' terms. Alternates can serve as voting members in the event that a committee member is absent. An annual election will be held within thirty (30) days of the execution date of this AGREEMENT or within thirty (30) days of the start of the fall quarter to elect the new alternates. Alternates are encouraged to attend division curriculum committee meetings as non-voting participants in order to prepare for their term as the voting committee member. A vote of full-time division faculty (within the representative group) can be used to replace members and/or alternates when necessary. The Dean and four (4) faculty representatives will determine if and whether to add up to two (2) consultant members and determine the process to appoint those representatives when appropriate. Alternates elected for the last term during the life of this Agreement will become the four (4) division curriculum committee members the following year provided a similar committee process and representation is still in place.

A simple majority vote of the committee membership is required for items to be approved. Quorum for a meeting shall consist of three of four (3/4) of the committee's voting membership. The Dean will designate a committee member to serve as chairperson in the event the Dean cannot attend. The Dean will break any tie votes.

The requirements of the Associate of Applied Science, Associate of Arts – Business Option, Associate of Arts – Agriculture Option, and any future articulated transfer degrees by departments or programs in the Workforce Education Division shall be the province of the Workforce Education Division curriculum committee. Additionally, all degrees and certificates intended solely for non-transfer occupational/technical purposes shall be within the purview of the workforce education division.

14.11 - Joint Meetings of Division Curriculum Committees: The memberships of each division curriculum committee will meet jointly at least once each fall, winter, and spring quarters at dates and times to be determined by the Vice President of Instruction. The Vice-President for Instruction and Student Services may alternately elect to hold a virtual meeting in lieu of a face-to-face meeting. The meeting agenda will be determined by the Vice President of Instruction, the Dean of Arts & Sciences, the Dean of Workforce Education, the Dean of College & Career Readiness and the Dean of Student Services. The Vice President of Instruction will serve as chair for the joint meetings. The Dean of Student Services and the Director of Library and Media Services shall attend the joint meetings.

The meeting will be used as a forum to summarize quarterly activities of each division curriculum committee, to share future plans, and discuss institutional or other issues related to curriculum that may lead to changes in procedures and decisions. The joint membership cannot reverse or delay decisions of the division curriculum committees. General academic policies including review of placement policies, general degree requirements, YVC defined abilities, course duplication, etc. will also be items for discussion.

The Vice President of Instruction, in consultation with the members of the Joint Meeting, can authorize ad hoc committees to investigate or research institutional curricular matters. The Vice President of Instruction appoints faculty and/or administrators to these committees. Ad hoc committees will be assigned specific responsibilities and an appropriate date by which the committee shall complete its assigned task(s) and report to the Joint Meeting of the Division Curriculum Committees.

14.12 - Other Curriculum Procedures Defined: The department to which a course is assigned shall schedule and teach the course and shall be responsible for developing the course content. No course shall be offered by more than one department. Although courses may have similar content, a different department designator must be used that is representative of the department offering the course.

Administrators may propose course and program related curriculum and changes in curriculum under this Section, provided however, that the proposed change is first submitted in writing to the appropriate department, then the appropriate division curriculum committee for review. The department's written assessment of any such proposal shall accompany its submission to the division curriculum committee, together with a recommendation from the department concerning whether or not the proposal should be approved.

Disputes concerning the implementation of this Section shall not be subject to arbitration. The District's last answer in any grievance filed under this Section shall be final and binding.

Consistent with the provisions of Section 14.13 below, the Program Re-Evaluation and/or Elimination Committee shall consider proposals for the elimination of any instructional, student-service, or library program. A proposal for any such elimination will be heard by the Program Re-Evaluation and/or Elimination Committee, and acted upon by the committee as stipulated in the requirements of Section 14.13 below.

All meetings of the curriculum committees shall be open to the college community.

14.13 - Program Re-Evaluation and/or Elimination: Each division curriculum committee shall elect from their respective committee membership (members & alternates) two (2) faculty to serve on the Program Re-Evaluation and/or Elimination Committee. The six (6) faculty members of the Program Re-Evaluation and/or Elimination Committee will act upon program Re-Evaluation and/or Elimination proposals from the administration that an instructional, student-service, or library program listed in Section 8.8 of this AGREEMENT be eliminated. All proceedings of the Committee shall be open to the college community and shall be governed by Robert's Rules of Order, Newly Revised, provided, however, that no member shall sit in judgment of a proposal directly affecting his or her own department.

When such a proposal is to be made, the Vice President for Instruction and Student Services shall so notify the division curriculum committees and the affected department(s) or administrative unit(s) in writing. Such notice shall include in reasonable particularity the criteria that would be used in such a proposal and steps (including reasonable timelines) that would be necessary and feasible in the administration's judgment to preserve the program as it is or (in cases of proposed elimination) to allow continuance of the program in modified form. The notice shall also include a short and plain statement concerning the following issues:

- a. The relationship between the affected program in its present form and the philosophy, mission, and goals of the District;
- b. The relationship between the proposed change or elimination and such philosophy, mission, and goals;
- c. The relationship between the program to be affected and the established requirements for degrees or certificates, and
- d. The potential effect on staffing and staffing levels if the proposed change or elimination were to be effected.

Upon receipt of such a notice, the division curriculum committees will elect the representatives to the Program Re-Evaluation and/or Elimination Committee. The Program Re-Evaluation and/or Elimination Committee shall hold whatever meetings necessary to inquire into the matter, provided, however, that the first such meeting shall be held for the purpose of allowing the administration to present its case to the Committee. A reasonable period during the meeting shall be provided to the department(s) or administrative unit(s) potentially affected by the proposed change or elimination to ask questions and seek information from the administration concerning its proposal. The next meeting shall be for the purpose of providing opportunity to the department(s) or administrative unit(s) potentially affected by the proposal to respond to it and answer questions posed by the administration following such responses(s). Thereafter, a reasonable period during the meeting shall be set aside for debate between the administration and the department(s) or administrative unit(s). If necessary, the Committee may schedule an additional meeting to complete debate.

Additional meetings may be held as necessary for the purpose of receiving written and oral testimony from other interested members of the college community.

The Committee shall report its findings, conclusions, and recommendations in writing to the administration within sixty (60) days of the date initial notice from the administration is received by the Committee, provided, however,

that the Committee and administration may agree to extend this time limit; and provided further that no proceedings of the Committee shall be held outside the fall, winter, and spring quarters as set forth in Appendix E of the AGREEMENT; and provided further that the time limit expressed herein shall exclude days falling outside such fall, winter, and spring quarters. The Committee shall serve a copy of its report on the effected department(s) or administrative unit(s) at the same time and in the same form. Within ten (10) days of its receipt of the Committee's report, the administration shall advise the Committee in writing whether the administration concurs. If there is concurrence, the Committee and administration shall send written notice to that effect and a copy of the report to the President. If there is not concurrence, the provisions of Section 14.14 below shall become operative.

Disputes concerning the implementation of this Section shall not be subject to arbitration. The District's last answer in any grievance filed under this Section shall be final and binding.

14.14 - Program Re-Evaluation and/or Elimination: Disputes Between the Program Re-Evaluation and/or Elimination Committee and the Administration: If concurrence between the Committee and the administration has not resulted from operation of Section 14.13 above, the Committee and the administration shall jointly request the District President and AFT-Y President to appoint an individual to moderate a debate between the Committee and the administration, provided, however, that no one employed by the District or any other component of the Washington State Community and Technical College system shall be appointed.

Upon receipt of such a request, the Presidents shall meet to select a moderator. If they are unable to agree, they shall establish a list of six (6) individuals who would be willing to serve as moderator. Each President shall provide three (3) names. The moderator shall then be selected from the list by "alternate striking" after a coin flip has determined who shall strike the first name. The Presidents shall notify the Committee and Administration of their selection and arrange for the debate.

The debate shall convene within fifteen (15) days of the date the moderator is appointed and shall be open to the college community. If consensus emerges from the debate, the parties shall mutually report that consensus to the District President in writing. If the debate does not lead to a consensus between the Committee and the Administration, however, the following provisions shall apply:

- a. Both parties shall submit simultaneous reports in writing to the District President within twenty (20) days of the date that the debate is held.
- b. Minority reports may be attached to the majority report from each group.

Neither the debate nor subsequent reporting period shall occur outside the fall, winter, and spring quarters set forth in Appendix F of this AGREEMENT.

Except in cases where the administration has concurred with the report of the Program Re-Evaluation and/or Elimination Committee in accordance with the provisions of Section 14.13 above, the District President shall not act upon any proposal that a program be substantially changed or eliminated until the requirements of this Section have been completed or until after the twenty (20) day period specified herein has elapsed, whichever is earlier.

Disputes concerning the implementation of this Section shall not be subject to arbitration. The District's last answer in any grievance filed under this Section shall be final and binding.

14.15 – Contract Committees: Standing committees are established to assist with governance of the institution by providing input into and review of decision making opportunities. Standing Committees are to be provided necessary information and access to resources to conduct their business. See Appendix F for a listing of committees and details about their membership and function.

ARTICLE 15 PROFESSIONAL DEVELOPMENT

15.1 - Professional Leave: Academic employees may be granted short-term, non-cumulative leaves with pay to attend meetings of professional organizations in their disciplines or occupational specialties. Permission for such leave may be granted by the appropriate Dean. Arrangements shall be made at least five (5) days prior to the meetings or as soon as possible if the employee has had less than one week's notice of the meeting. Professional leave, normally not to exceed two (2) days per regular college year, may also be granted in the same manner to allow academic employees to make visitations in the state of Washington or neighboring states to observe methods, approaches, and techniques related to the coordination of programs and/or improvement of instruction or service to students.

In recognition of its intent to encourage the professional activities addressed in this Article, the District shall pay the expenses incurred from such activities to the extent authorized by the law and applicable regulations and as funds are available.

15.2 - Sabbatical Leave: The grant of a sabbatical leave to academic employees is deemed to improve and enrich the educational programs of the District. Sabbatical leave may be granted to eligible academic employees for one, two, or three quarters for the purpose of planned travel, formal education, research, writing, or other experience of professional value. The object of such leave is to increase each academic employee's value to the District by providing periodic opportunity for renewal and enrichment outside the District operation. Academic employees shall be eligible to a sabbatical leave of up to one (1) year at seventy-five percent (75%) pay upon completion of six (6) or more consecutive years of full-time academic employment with the District. No more than four percent (4%) of full-time academic employees may be granted sabbatical leave in any one year. The recipient of a sabbatical leave may accept grants, fellowships, or other monies that defray the cost of study, travel, or research.

The District may, at its option, grant a sabbatical leave after a shorter period but shall not be required to do so.

The granting of sabbatical leave shall be contingent upon the execution of a contractual agreement between the District and the employee providing that he or she shall return to the District following the completion of the leave and serve in his or her appointment for a period commensurate with the amount of leave so granted. The contractual agreement shall also specify (a) the basic tasks to be performed during the leave, (b) the type of documentation required to confirm that the tasks have been completed, (c) the method for modifying the tasks during the course of the leave if such modification becomes necessary, and (d) the consequences of not substantially completing the tasks, including repayment provisions, if any. The employee shall have the right to AFT-Y representation in the development of such an agreement.

First priority for sabbatical leaves shall be given to providing career teachers, counselors, or librarians opportunity for renewal and enrichment within their disciplines. Second priority shall be given to requests for academic retraining.

A sabbatical leave committee shall be established in consultation with the College President, for academic-employee sabbatical leave requests; to receive and screen such requests; to interview sabbatical leave applicants; and to submit a ranked list of approved applications to the College President. The committee's guidelines shall be published by December 1 of each year and shall promote requests for sabbaticals containing opportunities for individual study, for independent research, for formal academic training programs, for the completion of writing projects, and for planned travel.

The committee shall be established annually by the end of the 7th week of spring quarter for the following academic year.

Sabbatical leave requests consistent with the committee's guidelines shall be submitted to the committee by the end of the first (1st) week of winter academic quarter. The committee shall submit its ranked list of approved

applications to the College President by the end of the third (3rd) week of the winter quarter. The College President shall determine his or her recommendations for sabbatical leaves by the end of the fifth (5th) week of the winter quarter. He or she shall review such recommendations with the committee at least two weeks prior to submitting them to the Board of Trustees for final approval. Following review of his or her recommendations with the Committee, the College President shall meet with successful candidates and notify unsuccessful applicants at least one (1) week prior to submission of the recommendations to the Board to explain the disposition of the applications. The College President's final recommendations shall be made to the Board not later than April 15 of any regular college year.

ARTICLE 16 DURATION AND CONDITIONS

16.1 - Duration: This AGREEMENT, including all appendices referenced herein, shall become effective July 1, 2020 and shall remain in effect until the close of June 30, 2022. Either party must serve notice to the other of their intent to open this AGREEMENT for the purpose of negotiations or termination no later than May 1, 2022. In the event notice to negotiate or terminate this Agreement is not timely served, the terms and conditions specified in this AGREEMENT shall remain in effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the AGREEMENT.

16.2 - Re-openers for Appendices B and C: The parties agree to re-open Appendices B and C at any time that a salary-increase appropriation from the State Board for Community and Technical Colleges is made available to the District. AFT-Y reserves the right to re-open these appendices and to oblige the District to bargain concerning them at any time bargaining on salaries and/or increments is authorized by the legislature. Additionally, the parties agree to re-open those items continued as interest-based bargaining items, inclusive of the provisions regarding E-Learning, academic calendar and/or any other item mutually agreed to between the parties to this Agreement.

16.3 - Printing and Distribution of Amendments: The District shall print and distribute copies of any amendment to this AGREEMENT during its term to all academic employees and to AFT-Y within thirty (30) days of the date such amendment is signed.


SIGNED this 6th day of August, 2020 at Yakima, Washington.

**AUTHORIZED REPRESENTATIVE
OF THE AMERICAN FEDERATION
OF TEACHERS - YAKIMA (AFT-Y)
LOCAL 1485 AFTWA, AFT, AFL-CIO**

By: 

Rachel Dorn, President

**AUTHORIZED REPRESENTATIVE
OF THE BOARD OF TRUSTEES
OF COLLEGE
DISTRICT NO. 16**

By: 

Dr. Linda Kaminski, President

APPENDIX A - WORKLOAD STANDARDS

As provided in Section 11.1 of this AGREEMENT, the following shall form the basis for determining "full-time loads" in the District:

1. A total of forty-five (45) "instructional units" per normal assignment period shall constitute a "full-time load" for each academic employee. The District may substitute an alternative for the term "instructional unit" as it appears in this Agreement and Appendices as may be necessary for prospective software conversion(s). In the event a new term is used, all time and effort equivalencies contained in this Agreement and Appendices shall be maintained.
2. Assigned duty hours for counselors and librarians shall be converted to "instructional units" by multiplying such hours by 0.05.
3. "Instructional units" shall be computed for the modes of instruction as follows:
 - a. Lecture/Discussion (1.0 "instructional unit") One (1) contact hour per week shall equal one (1) "instructional unit" for instruction based classes where the credit hours equal or exceed the weekly contact hours. Students are engaged with faculty and class members in learning theoretical material and/or engaging in activities to apply the theory leading to mastery of course outcomes. Modes of instructional delivery could include but are not limited to: lecture, small group discussion, guided conversation, demonstration, case studies, role playing, problem based inquiry, and collaborative activities. Instruction may be a mix of presentation, facilitation, and guided activities evidenced by frequent ongoing communication between instructor and students. Such activities could take place in a variety of instructional modalities.
 - b. Lab/Studio (0.75 "instructional unit") One (1) contact hour per week shall equal 0.75 "instructional unit" for classes that require more than one (1) but not more than two (2) weekly contact hours for each credit hour. Students are actively engaged in practicing and mastering skills under the supervision of the instructor. This category of instruction could include but are not limited to labs, studios, shops, clinical experiences, computer-mediated learning, hands-on projects, or other skill building activities. Instruction may be individualized or group-focused and include skills assessment. Such activities could take place in a variety of instructional modalities.
 - c. Clinic/Special Program (0.60 "instructional unit") One (1) contact hour per week shall equal 0.60 "instructional unit" for classes that require more than two (2) weekly contact hours per credit and for classes taught on an individualized basis.
 - d. Other Supervised Educational Experience (0.1 "instructional unit" per student) Faculty responsible for management of students in cooperative field experience and internships will be compensated assuming two (2) contact hours per quarter per student in these situations
 - e. Stacked Classes: A stacked class consists of a base course plus one (1) or two (2) additional courses taught in the same contact hour. The base course is the one with the highest "instructional unit" assignment in the stack. Compensation will consist of the regular "instructional unit" load for the base course plus one (1) additional "instructional unit" per course stacked on the base up to a maximum of two (2) additional "instructional units" (maximum stack of three (3) classes). Total student enrollment in the stack must be fifteen (15) or more for the additional compensation to apply.
 - f. Mixed Mode Classes: For a mixed mode class with components of different modes, compensation will combine compensation for instructional modes based on weekly contact hours.
 - g. Learning Communities: A Learning Community consists of two (2) or more courses team-taught by two (2) or more instructors. Each instructor shall be given full load credit for the course which they are assigned and Mode d credit for each additional hour assigned to teach in the Learning Community as

agreed to with the appropriate supervisor(s). The maximum enrollment for a Learning Community will be the lowest class capacity of the courses in the community.

h. Non-Instructional Projects: One (1) IU per twenty (20) hours/quarter worked when an instructor is executing project-based, non-instructional work. This could include but is not limited to: degree and certificate development, grant-funded initiatives, major curriculum revisions or accreditation activities

4. In addition to the above requirements, each full-time instructor shall post and hold five (5) office hours outside of class time each week. The instructor shall notify the appropriate dean in writing of the hours posted. If the dean considers the office hours to be inappropriate, the instructor and the dean shall meet to establish acceptable office hours.
5. Release time or load credit for instructionally related and program related activities by an academic employee may be granted in writing by the appropriate dean. Load credits shall be granted (using mode "g") to part-time academic employees who are assigned to curriculum development, coordination, advising, or other instructionally related and program related duties. Academic employees requiring state mandated professional-technical certification (see Section 8.5) will receive up to five (5) instructional units" per year to provide time for vocational certification activities. One (1) "instructional unit" will be given for each professional improvement unit (PIU) obtained. Vocational certification requires the accumulation of 15 PIU's within a 3 to 5 year certification period with no more than 10 PIU's from a given category. PIU categories are: (a) coursework from a accredited college / university granted one PIU per quarter credit or 2/3 per semester credit; (b) conference / seminar / workshop attendance granted one PIU per 20 hours; and (c) work / field experience granted one PIU per 40 hours. Faculty can negotiate "instructional unit" assignment and compensation with the Division Dean following documentation of PIU activities providing at least one PIU has accumulated. No additional "instructional units" can be requested during a certification period once the 15 PIU's (15 "instructional units") have been obtained.
6. The term "contact hour" shall mean fifty (50) minutes.
7. All faculty may take a short break (not more than 20 minutes), as appropriate, during each three-hour period in which they are fulfilling faculty/instruction obligations and job duties.
8. Class capacities for classes that meet in the classroom or online will be capped at a maximum of thirty five 35 students per section.
9. Classes whose mode of instruction, classroom space, or accreditation standards require a lower capacity will retain their lower capacities.

APPENDIX B –FULL TIME FACULTY COMPENSATION – SEE ALSO ARTICLE 10

B.1 - Faculty Salary Range:

Effective 7/1/2020	
<u>Salary Schedule</u>	
S1	\$72,374
S2	\$71,016
S3	\$69,916
S4	\$68,816
S5	\$67,716
S6	\$66,615
S7	\$65,514

B.2 - Additional Assignments: Full-time faculty members performing instructional duties in excess of a fulltime load will be paid at the part-time faculty rate identified in Appendix C for assignments at or below the part-time threshold as defined in Article 11.2. Full-time faculty members performing instructionally related duties may also be compensated via stipends.

B.3 - Pro Rata Calculation: See Section 11.2 for the formula for calculating pro-rata compensation.

B.4 - Salary Increases: The Washington State Legislature has exclusive authority to grant salary changes for College faculty as provided by law and as contained in funding bills. It is mutually agreed by the parties to the attached Agreement that neither party may compel the other to alter salaries without Legislative intent and funding to change such salaries, and collective bargaining regarding the implementation of such changes.

B.4.1 - Sources of Salary Increase Funds: The Union and College anticipate three (3) possible sources of increases as follows:

B.4.2 - Cost of Living Adjustments (COLA's): The Legislature may provide funds in recognition of increases to the Cost of Living and may also designate how such funds are to be distributed. For the purposes of this Agreement, the parties agree that any COLA increases shall, to the extent allowed by Legislative intent, be distributed as an across the board increase for all full-time faculty covered by the Agreement. COLA increases equal to those provided to state funded positions will be provided to faculty salary increases regardless of the funding source.

B.4.3 - Increments: The Legislature may provide funds to increase individual full-time faculty members who have not yet reached the maximum salary as contained in the salary scale. For the purposes of this Agreement, the parties agree to distribute any funding provided by the Legislature and/or any funding derived by "Turnover Savings" on a priority basis as defined below.

B.4.4 - Turnover Savings: Turnover Savings represent the difference in salaries between permanent state- funded faculty leaving the college and their replacements. The calculation of Turnover Savings is done in accordance with procedures set by the Washington State Board for Community and Technical Colleges. Turnover Savings will be calculated as faculty members leave and the funds from their positions are assigned to permanent replacement faculty. The amount of Turnover Savings available will be calculated effective September 30 of each academic year, with the Turnover Savings applied to the current fiscal year increment movement following the priority order identified below. The process used for calculations must be transparent and must be shared with AFT.

B.4.5 - Increment and Turnover Savings Funding Priorities applicable to Full-time Faculty Members: Funding available for salary increases derived from Legislative appropriations and/or Turnover Savings will be used to advance full-time faculty on the existing salary range in priority order as provided below. Should funding only be available for partial funding of any priority group, the salary rate for the group shall be adjusted to provide an equal increase for all members of the group to the extent possible using existing funds.

First Priority – Full-time faculty members who have completed 16 or more years of service at YVC shall be paid the top faculty salary – STEP 1.

Second Priority – Full-time faculty members who have completed 14 years of service at YVC shall be paid at STEP 2 or higher based on initial placement.

Third Priority – Full-time faculty members who have completed 12 years of service at YVC shall be paid at STEP 3 or higher based on initial placement.

Fourth Priority – Full-time faculty members who have completed 10 years of service at YVC shall be paid at STEP 4 or higher based on initial placement.

Fifth Priority – Full-time faculty members who have completed 8 years of service at YVC shall be paid at STEP 5 or higher based on initial placement.

Sixth Priority - Full-time faculty members who have completed 6 years of service at YVC shall be paid at STEP 6 or higher based on initial placement.

B.4.3 - Grandfather Scale: Move all G faculty up to the appropriate salary step on the official salary scale.

APPENDIX C - PART-TIME FACULTY COMPENSATION

C.1 Part-time Compensation Rate: As provided in Section 13.9 of this AGREEMENT, academic employees teaching at or below part-time threshold in a quarter shall receive a salary of seven hundred twenty eight (\$728) dollars per “instructional unit.”

Classes may be canceled at the discretion of the College because of insufficient enrollment or other extenuating circumstances. Payment for canceled classes may vary but will follow this schedule:

If canceled prior to one week before starting date of the class, no payment will be made;

If canceled within one week of the starting date of the class, a sum of one hundred (\$100) dollars will be paid for each class cancelled;

If canceled any time after the initial class session, a sum of one hundred (\$100) dollars will be paid for each class cancelled in addition to a fractional part of the contract completed.

C.2 Future COLAs: Part-time academic employees of the District will receive an equal percentage of the state allocated and funded COLA increases for part-time faculty which are in addition to those specified in C.1 during the life of this Agreement

**APPENDIX D - EXTENDED DAYS FOR ASSIGNMENTS IN THE
PERFORMING ARTS AND ATHLETICS**

As provided in Section 8.10 of this AGREEMENT, the following provisions shall govern compensation and other terms and conditions of employment for individuals (other than "administrators") who are assigned duties in the performing arts or athletics.

D.1 Assignments in the Performing Arts: Compensation for all individuals (other than "administrators") carrying out assignments in the performing arts shall be computed by multiplying the actual salary level placement by the index specified below.

<u>Assignment</u>	<u>Index</u>
Executive Director of Drama	0.040 per assigned quarter
Associate Director of Drama or Music	0.029 per assigned quarter

For academic employees holding faculty appointments or special faculty appointments, such compensation shall be in recognition of the supplemental duties associated with such assignments. In addition, academic employees holding faculty appointments or special faculty appointments who perform such assignments shall do so as part of their full-time workload in the form of (a) load credit for credit-granting courses associated with the performing-arts assignment or (b) load credit for released time where credit-granting courses are not part of such an assignment.

Part-time academic employees performing such assignments as the instructor of record where credit-granting courses are part of the assignment shall receive compensation for such course work in accordance with Section 13.9 of this AGREEMENT.

D.2 Assignments in Athletics: Assignments in athletics shall be compensated by multiplying the salary-level placement by the index specified below:

<u>Assignment</u>	<u>Index</u>
Teams with 20 players or more	0.282
Teams with 19 players or fewer	0.230
Assistant Coaches	0.056

All other individuals (other than "administrators") performing such assignment during the life of this AGREEMENT shall be placed at the salary level on the basis of experience associated with the specific assignment, as determined by the District and an acceptable to the individual.

Prior to the beginning of each coaching assignment, the District in consultation with the coach shall establish a quarterly schedule of activities. Compensation shall be made by equal installments in accordance with a schedule for compensation established pursuant to Section 11.3 or 13.8 of this AGREEMENT. Annual coaching assignments will begin on the first day of the month immediately preceding the NWAC student athlete recruitment period, and end at the conclusion of the sport's season.

Coaching shall be deemed a supplemental assignment for any full-time academic employee holding either a faculty appointment or a special faculty appointment. Prior to the commencement of each normal assignment period, such an employee may elect to receive released time equivalent to five (5) "instructional units" in each quarter of the normal assignment period. The index for coaching compensation in any such case when the employee serves as a head coach shall be 0.112 instead of the index specified in paragraph one of this Section. In

any such case where such an employee serves as an assistant coach, the index shall be the same as specified in paragraph one of this Section, provided, however, that in any such case an assistant coach may be assigned some but not all duties of a head coach. Prior to the beginning of each coaching assignment, the District in consultation with the coach shall establish a quarterly schedule of activities. Compensation shall be made by equal installments in accordance with a schedule for compensation established pursuant to Section 11.3 or 13.8 of this AGREEMENT.

**APPENDIX E- PERFORMANCE OF ACADEMIC WORK BY
ADMINISTRATORS AND OTHER NONACADEMIC EMPLOYEES**

As provided by Article I of this AGREEMENT, this Appendix sets forth provisions governing the performance of academic work by administrators and other nonacademic employees in the District.

E.1 **Definitions:** As used in this Appendix, the following terms shall be defined as follows:

- a. "administrator": any person employed either full- or part-time by the District who performs administrative functions as at least fifty percent or more of his or her assignments, and has responsibilities to hire, dismiss, or discipline other employees.
- b. "bargaining unit": see Article I of this AGREEMENT (page 1).
- c. "faculty": academic employee(s).
- d. "other nonacademic employees": classified employees and administrative exempt employees other than administrators and academic employees.

E.2 **Qualification Requirement:** No administrator or other nonacademic employee may teach a given course in the District until or unless he or she is approved as qualified to do so by the Vice President for Instruction and Student Services and the appropriate department(s), following a review of the individual's credentials. In cases where a given course clearly falls outside the domain of any single department, such approval will be made by the Vice President for Instruction and Student Services and the curriculum committee, following a review of the individual's credentials.

If the Vice President of Instruction and Student Services determines that an administrator or other nonacademic employee is qualified to teach a given course, but a department or the Curriculum Committee determines the person is not qualified, the matter will be referred to the President for a final determination.

E.3 **Advising Duties Carried Out By Administrators:** By virtue of their offices, the Dean of Student Services shall be deemed qualified to advise students at any time. Other administrators may advise students only if formally approved to do so by the Vice President of Instruction and Student Services and the curriculum committee, following a joint review of their credentials.

E.4 **Advising Duties Carried Out By Other Nonacademic Employees:** Other nonacademic employees may advise students only if formally approved to do so by the Vice President of Instruction and Student Services and the curriculum committee, following a joint review of their credentials.

E.5 **Exclusion Of Administrators From The Bargaining Unit:** Administrators carrying out faculty duties under the provisions of this Appendix shall not be deemed academic employees as long as their responsibilities and authority otherwise continue to qualify them as "administrators."

E.6 **Inclusion Of Other Nonacademic Employees In The Bargaining Unit:** Other nonacademic employees who carry out faculty duties under the provisions of this Appendix shall be included as part-time academic employees in the bargaining unit, and their terms and conditions of employment while carrying out such duties shall be governed by the AGREEMENT.

**APPENDIX F
CONTRACT COMMITTEES**

Article (If Applicable)	Committee	Who Serves Faculty	Who Serves Non-Faculty	Who Calls/Runs the Election	Date of Election and Term of Office	Who Votes
14.3	Department Heads – share and receive information related to department and District operations	One full-time academic employee from each department		Deans who will provide a minimum of 5 working days notice of the election in writing	By the end of the 7 th week of Spring Quarter for the following academic year.	Full-time faculty in the department. No individual may vote in more than one department election
14.7	Curriculum Committee	6 FT faculty from Arts & Sciences (including student services & library); 4 FT faculty from WED; & 4 FT faculty from College & Career Readiness.	Vice-President of Instruction & Student Services; and the Division Deans.	Deans	By the end of the 7 th week of Spring Quarter for the following academic year.	Full-time vote in their principal teaching area
14.13	Program Re-Evaluation / Program Elimination Committee	Faculty Members and Alternates of the Curriculum Committee		No election; subset of the Curriculum Committee	N.A.	N.A.
12.2	Tenure Committee - Article XII	Three tenured faculty peers (at least 1 from the probationer's dept.)	An administrator appointed by the Vice-President; a student appointed by the ASB	Vice-president	By October 15 or within 6 weeks of the appointment date until probationer is granted tenure or is terminated	Full-time faculty peers in the department or administrative unit
14.15	E-Learning Committee	3 FT faculty members from each the Arts & Sciences and Workforce Education divisions; 1 FT faculty from Basic Skills; 1 FT faculty from the Library; 1 FT faculty from Counseling Services and 1 volunteer PT faculty member appointed by the AFT-Y Executive Board.	Deans of WED, Arts & Sciences, and College & Career Readiness / Grandview; Director of Technology Services (or designee); and the E-Learning Coordinator	Deans	By the end of the 7 th week of Spring Quarter for the following academic year.	Full-time faculty peers in the department or administrative unit.

Article (If Applicable)	Committee	Who Serves Faculty	Who Serves Non-Faculty	Who Calls/Runs the Election	Date of Election and Term of Office	Who Votes
15.2	Sabbatical Leave Committee	One faculty from each division.	An administrator appointed by the College President	Appropriate supervisors assure that at least one (1) nomination is made at a meeting of the faculty peers. AFT-Y publishes nominations and runs an election.	By the end of the 7 th week of Spring Quarter for the following academic year.	All full-time faculty.
10.9	Hearing Committee - Article 10	One faculty from each division	An administrator appointed by the President; a student appointed by ASB	Appropriate supervisors assure that at least one (1) nomination is made at a meeting of the faculty peers. AFT-Y publishes nominations and runs an election	By the end of the 7 th week of Spring Quarter for the following academic year.	All full-time faculty.
14.15	Library Committee – advise Library Director	One faculty from each division All librarians	Director of the Library	Appropriate supervisors assure that at least one (1) nomination is made at a meeting of the faculty peers. AFT-Y publishes nominations and runs an election	By the end of the 7 th week of Spring Quarter for the following academic year.	All full-time faculty.
WAC 1232P-33- 480	Student Discipline Appeals Committee	Two appointed by the President	Two full-time students and two administrators	Dean of Students	By appointment as needed for each case until conclusion of Appeal Hearing & Rendering of Decision	All six committee members
11.4.3	Calendar	Faculty appointed by the AFT-Y Executive Board	Vice- President for Instruction and Student Services		By the end of the 7 th week of Spring Quarter for the following academic year.	Consensus