

**Pierce College Federation of Teachers,
and
Pierce College District #11**

SETTLEMENT AGREEMENT

This Agreement is entered into by and between, Pierce College Federation of Teachers (PCFT), and State of Washington, Pierce College District #11 (College), (collectively the Parties). The Parties, desiring to execute a mutually agreed revision to the 2019-2022 Negotiated Agreement (NA Revision), enter into this Agreement by and through the undersigned.

This Agreement also settles and resolves all actual and potential disputes and claims that may arise from or relate to the NA Revision and adjunct faculty hourly cash out rate for sick leave accrued prior to July 1, 2019 (Sick Leave Buy Out).

Whereas, PCFT is the sole representative for Pierce College faculty;

Whereas, the Parties in good faith negotiated the 2019-2022 Collective Bargaining Negotiated Agreement (NA);

Whereas, the NA negotiated by the Parties contained a provision for Sick Leave Buy Out;

Whereas, after the NA was signed by the Parties it was discovered that the Sick Leave Buy Out provision was in conflict with RCW 28B.50.553;

Whereas, the Parties mutually desire to modify the NA to bring it into compliance with RCW 28B.50.553; and

Whereas, this Agreement is made in consideration of the mutual undertakings set forth herein.

NOW THEREFORE, The parties hereby agree as follows:

A. UNION AGREES:

1. To revise Sections 9.5, 11.15, 11.16, 13.13, and 13.14 of the 2019-2022 Negotiated Agreement between PCFT and the College (NA Revision) as described in the MOU, Attachment A.
2. Any right to a grievance to arbitration as may have been allowed under the NA or any other claim arising out of or related to the original NA Sick Leave Buy Out language and the NA Revision is hereby permanently relinquished. PCFT agrees that failure to abide by this provision of this Agreement will allow Pierce College to submit a copy of this Agreement as an absolute defense to the pursuit of such a grievance via arbitration or any other means, and entitle Pierce College to recover from PCFT any and all costs incurred by Pierce College as a result of this action, subsequent to the date of final signature of this Agreement.

3. This Agreement constitutes full and final settlement of all legal and equitable claims or potential claims that PCFT has or may have had against the State of Washington, Pierce College, its officers, agents and employees arising from or relating to this Agreement, the NA Revision, and the Sick Leave Buy Out.

B. PIERCE COLLEGE AGREES:

1. To revise Sections 9.5, 11.15, 11.16, 13.13, and 13.14 of the 2019-2022 Negotiated Agreement between PCFT and the College (NA revision) as described in the MOU, Attachment A.
2. To maintain the record of Pierce College adjunct faculty sick leave balances as of June 30, 2019 for the purpose of calculating and paying any one-time lump sum buy-out payments that may be due to adjunct faculty employees upon their retirement from Pierce College.
3. Such payment shall be paid through payroll and by payroll check as soon as possible after the employee's retirement, but allowing for any time constraints imposed by law or the state payroll system. Pierce College's intention is to include this lump sum buy-out payment on the employee's final paycheck. This payment is subject to all applicable state and federal deductions, contributions, and withholding associated with the payment of wages.

C. THE PARTIES FURTHER AGREE:

1. To the following lump sum buy-out calculation per impacted employee: the June 30, 2019 preserved hourly rate of \$81.27 (as per NA Revision) minus the current (at the time of employee's retirement) sick leave cash-out hourly rate, multiplied by the number of accrued sick leave hours that remain unused on the employee's account from the June 30, 2019 sick leave balance, multiplied by 0.25 (1 hour compensated for every 4 converted).

Example A:

- Employee's June 30, 2019 sick leave balance = 200 hours (June 30, 2019 sick leave balance remains the same at time of retirement)
- Employee retires effective June 30, 2020. Current rate at that time = \$44.15
- Calculation: $81.27 - 44.15 = 37.12 * 200 * 0.25 = 1,856$
- Employee's one-time lump sum buy out payment is \$1,856

Example B:

- Employee's June 30, 2019 sick leave balance = 200 hours
 - At time of retirement, employee's unused June 30, 2019 sick leave balance = 100 hours
 - Employee retires effective June 30, 2021. Current rate at that time = \$47.09
 - Calculation: $81.27 - 47.09 = 34.18 * 100 * 0.25 = 854.5$
 - Employee's one-time lump sum buy out payment is \$854.50
4. At such time that the current sick leave cash-out rate equals or exceeds \$81.27, these calculations and payments will no longer be performed, since the result would be zero dollars or a negative amount.

5. This payment is separate from sick leave cash-out under the terms of the NA and RCW 28A.50.553, and as such, this payment cannot be placed in the employee's VEBA trust account, if a VEBA program is in place at the time of the employee's retirement.
6. Nothing in this Agreement changes existing NA language regarding loss of accumulated sick leave after a break in service as per Sections 11.12.C and 13.10.C. Those provisions remain in force.
7. That the execution of this Agreement and payment of lump-sum buy-out payments to affected employees at the time of retirement as explained herein fulfills the spirit of the original Sick Leave Buy Out language negotiated by the Parties during collective bargaining. Neither party will bring an Unfair Labor Practice or other claim against the other related to any real or perceived conflict between the original Sick Leave Buy Out language negotiated in the NA, the NA Revision, and RCW 28A.50.553. The Parties agree that the NA Revision in the MOU, Attachment A, resolves any real or perceived conflict.
8. Any employees whose sick leave was cashed out by Pierce College as described in the original language negotiated by the parties in the 2019-2022 NA, prior to the effective date of this Agreement, are considered already paid per the terms of this Agreement and are not entitled to any additional payment.
9. This Agreement and the Parties' mutual obligations under this Agreement do not constitute an admission by any party as to the validity of any claims or defenses of any other party.
10. PCFT acknowledges that they have read this Agreement and fully understand the terms and conditions contained herein. PCFT further declares that they have had a full and fair opportunity to obtain any advice that they deem necessary prior to signing this Agreement.
11. This Agreement may be released with or without authorization if required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing union requests for information or disclosure of public documents, or as necessary during the course of litigation.
12. This Agreement is not precedent setting and does not establish a practice.
13. This Agreement shall become effective on the date of the final signature of the Parties and their authorized representatives and constitutes the full and entire agreement of the Parties and resolution of all disputes that may exist between the Parties, except as specifically noted within this Agreement. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full.
14. If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.
15. A photocopied, scanned, or electronic signature to this Agreement shall be given effect as if it were an original signature.

By signing this Agreement I acknowledge that I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement.

Signed:

Michele Johnson

Date:

12/08/2020

MICHELE L. JOHNSON
CHANCELLOR AND CEO
PIERCE COLLEGE DISTRICT 11

Signed:

Curt Warmington

Date:

12/4/2020

CURT WARMINGTON
PCFT PRESIDENT
PIERCE COLLEGE FEDERATION OF
TEACHERS, LOCAL 4821