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ABSTRACT

Collective bargaining agreements between the boards of trustees and faculty associations of six selected community colleges in Oregon are presented, representing contracts in effect in 1988 and 1989. Contracts for the following colleges are presented: (1) Portland Community College; (2) Central Oregon Community College; (3) Clackamas Community College; (4) Treasure Valley Community College; (5) Chemeketa Community College; and (6) Clatsop Community College. With variation among the agreements in terms of coverage and detail, the following topics are dealt with: bargaining agent recognition; association dues and rights; grievance procedures; faculty rights; compensation; paid and unpaid leaves of absence; probationary periods, laying off and termination of staff; personnel files; copyrights and patents; tuition waiver; governance; retirement; salaries and fringe benefits; strikes and lockouts; workload; faculty and staff development; a savings clause; and duration, termination, and renewal of the agreement clauses. Salary schedules are included with some of the agreements. (JMC)

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Selected Collective Bargaining Agreements of
Oregon Two-Year Colleges

Part of a collection of bargaining agreements compiled by
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For related documents see ED 294 610.

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JC 900474

FACULTY AND PROFESSIONAL SUPPORT STAFF AGREEMENT

Agreement Between
Portland Community College
District and
Portland Community College
Faculty Federation

September 1, 1989 - August 31, 1992

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P R E A M B L E

The Board and Federation share a desire to further the educational goals of the College in accordance with Oregon Revised Statute 341.009 and recognize that a major factor in pursuit of this goal is a harmonious and mutually supportive relationship.

ARTICLE 1 - DEFINITIONS

- 1.1 "Federation" shall mean the Portland Community College Faculty Federation, Local 2277, American Federation of Teachers, Oregon Federation of Teachers, American Federation of Labor/Congress of Industrial Organizations, which is the certified representative for both full-time Faculty/ Professional Support Staff and Adjunct Faculty bargaining units.
- 1.2 "Board" shall mean the Board of Education of the Portland Community College District as the elected representatives of the citizens of the Portland Community College District.
- 1.3 The word "Management" used herein refers to the Board or to the Management employee to whom the Board has delegated its authority.
- 1.4 The term "Faculty" shall refer to Teaching Faculty, Counselors and Librarians. The term "Professional Support Staff" shall refer to members of the bargaining unit who are not Faculty.
- 1.5 "President" shall mean the President of Portland Community College.
- 1.6 "Management employee" as referenced in 1.3, refers to those administrators with job titles which include Vice Presidents, Executive Deans, Directors, Associate Deans, Department Administrators and/or other titles as may be designated by the College President.
- 1.7 "Employee" shall mean any person under the direction and supervision of the College, whether a Faculty, Professional Support Staff" or not.
- 1.8 "Student" shall mean any person enrolled in a course at the College.

- 1.9 "College" shall mean the institution of Portland Community College which includes Students, Faculty, Professional Support Staff, Classified Employees and Management.
- 1.10 "Campus" shall mean a comprehensive college facility operated and maintained by the College that includes lower division collegiate, vocational education, community and student services.
- 1.11 "Center" shall mean an educational service center operated and maintained by the College to meet special and unique needs of the district and local residents by providing specialized vocational-technical education, general education and community and student service activities.
- 1.12 "Other facilities" shall mean all other locations used by the College to supplement its campus and center environments to make education accessible to all residents of the district.
- 1.13 "Department" shall mean an organizational unit of either central administrative services or of a campus/center which groups together services and/or instructional programs.
- 1.14 The academic and fiscal year shall mean the period from July 1 to June 30.
- 1.15 All references herein to Employees, Faculty, Professional Support Staff and students include both sexes.
- 1.16 The singular number shall include the plural where appropriate in the contract.
- 1.17 The word "shall" is mandatory and the word "may" is permissive.

ARTICLE 2 - RECOGNITION

- 2.1 The Board recognizes the Federation as the exclusive bargaining agent pursuant to Oregon Revised Statutes Chapter 243, for all full time Faculty and Professional Support Staff (except for supervisors or confidential staff) of Portland Community College. The Federation recognizes the Board as the statutory governing authority for Portland Community College.
- 2.2 The bargaining unit consists of all full time Faculty and Professional Support Staff defined as those on temporary, probationary, continuous or special annual contracts for 180 days or longer and excluding supervisory and confidential employees and all other employees.
- 2.3 Management shall not reclassify a Faculty or a Professional Support Staff to a position not included in the bargaining unit without the Faculty or the Professional Support Staff's consent.
- 2.4 Management will attempt to meet the instructional, counseling and librarian needs of the College through the employment of full-time Faculty, when warranted by program needs and when economically feasible.

ARTICLE 3 - NONDISCRIMINATION

- 3.1 The Board and Federation agree that the provisions of this Agreement shall be applied equally to all Faculty and Professional Support Staff without discrimination as to race, creed, religion, color, national origin, physical handicap, age, sex, sexual preference, height-weight ratio, marital status, organizational affiliation, or political affiliation.
- 3.2 Allegations of violations of Article 3.1 above or of federal or state laws shall be excluded from the grievance procedure in Article 11 of this Agreement. Such complaints shall be processed through the College discrimination complaint procedure or the appropriate federal or state agencies. However, complaints of discrimination based on sexual preference or height/weight ratio shall be processed through the grievance procedure beginning at the President's level after exhaustion of the College's discrimination complaint procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 Subject to the provisions of state and federal statute and this Agreement, Management retains full right and authority to manage and administer the College and its staff. This includes, but is not limited to, establishment and management of properties, resources and facilities; determination of the administrative organization; determination of the financial policies of the College; the appointment, direction, evaluation, discipline and supervision of employees; the right to determine educational programs, curriculum and services of the College; and the number and location of job positions required.
- 4.2 Nothing in this Agreement shall limit in any way Management's right to contract or subcontract work nor shall require Management to continue in existence any of its present programs in their present form and/or location, nor on any other basis. This, however, does not limit the Federation's right to bargain the impact of such decisions.

ARTICLE 3 - FEDERATION RIGHTS

- 5.1 In order for the Federation to be kept informed of the development of Board policy and to contribute thereto:
- 5.11 Copies of agendas and background materials furnished Board members for matters to be discussed other than in executive session shall be sent to the Federation President at the same time as to the Board members.
 - 5.12 Space at a table shall be provided the Federation President or designee at open Board meetings.
 - 5.13 Subject to Board rules governing time, the Federation President or designee shall, upon request to the clerk of the Board prior to the start of the meeting, be offered the opportunity to speak on agenda items prior to Board action.
 - 5.14 The Federation President may submit items for the Board agenda provided that a written request along with any background materials is filed with the College President one week in advance of the Board meeting at which such is to be discussed.
 - 5.15 Copies of minutes of Board meetings will be furnished to the Federation President.
- 5.2 Management shall provide the Federation with a copy of any publicly distributed document upon request to the Director of Employee Relations. The Federation upon its request to the Director of Employee Relations shall be placed on any regular College mailing list. Requests for any other information needed by the Federation to function as the exclusive bargaining unit representative shall be submitted to the Director of Employee Relations in writing, with any costs for the reproduction and/or compilation of the data paid by the Federation.
- 5.3 Annually in October, Management shall furnish the Federation with a current list of the names, addresses and campus locations of all persons in the bargaining unit. In March of each year, the Federation shall be provided with a list of subsequent new hires, home addresses and campus locations. All information so supplied by the College will be held confidential by the Federation and used only for Federation business.

- 5.4 The Federation shall have the right to use College owned duplicating equipment and personal computers when not in conflict with College use, for the purpose of producing informational material for the Faculty. College supplies or operational time shall be at the expense of the Federation. All charges shall be assessed in accordance with the schedule established by the College.
- 5.5 Faculty bulletin boards shall be designated at each campus/center for Federation use. The Federation shall have the right to use Faculty mail boxes and local telephone service for the purpose of communicating with the Faculty. The Federation shall have the right to use the College mail service and other channels of communication on the same basis as is afforded to other bargaining units of the College as constrained by current law and as agreed to in joint contract administration meetings.
- 5.6 The Federation shall have the right to use College meeting facilities for Federation business in accordance with procedures established for use by College organizations.
- 5.7 Management shall provide the Federation with space on the Sylvania campus for use by the two bargaining units which it represents and adequate for two standard desks and two filing cabinets. The Federation will furnish all equipment it desires except one telephone, which shall be furnished by the College. The Federation shall reimburse the College for all long distance calls.
- 5.8 Even though the Federation is the elected representative of both full-time Faculty/Professional Support Staff and Adjunct Faculty bargaining units there shall be no requirement for management to duplicate any of the provisions of this article.
- 5.9 Annually, the Federation shall supply the Director of Employee Relations with a list of its officers for use by the College in fulfilling the provisions of this Agreement.
- 5.10 The Board shall provide released time for the Federation President, Executive Vice President and members of the Federation negotiation committee.
- 5.101 The Federation President and the Federation Executive Vice President shall each receive released time equal to one-fifth (1/5) of the standard departmental teaching load (or in the case of a Counselor or Librarian, 6 of the 30 student contact hours) for the term of office.

5.102 The negotiation team shall consist of four members, who shall receive released time equivalent to 1/3 of a standard department load (or 6 of the 30 student contact hours if a Counselor or Librarian) during Fall term 1991; and for one additional term if negotiations are not completed during Fall term 1991.

ARTICLE - 6 DUES DEDUCTION & FAIR SHARE

- 6.1 Management shall deduct monthly Federation dues from the paychecks of those employees who request in writing that such deductions be made. The amounts to be deducted shall be certified to Management by the treasurer of the Federation. The Federation may change the authorized dues amounts twice in any fiscal year and at other times by mutual agreement. However, there must be sixty (60) calendar days notice and at least four (4) months between changes.
- 6.2 All Faculty and Professional Support Staff shall, except as provided in section 6.3, as a condition of employment, either become and remain members in good standing of the Federation or pay a monthly fair share fee in lieu of dues, commencing with the first full paycheck following the date of hire.
- 6.21 Management shall deduct monthly fair share fees from the paychecks of those employees who have not authorized dues deductions per 6.1. The amounts to be deducted shall be certified to Management by the treasurer of the Federation, provided that fair share fees shall not exceed regular Federation monthly dues.
- 6.3 The Federation and Management agree that the rights of non-association of any employee, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall be safeguarded. Such employee shall pay an amount of money equivalent to regular Federation dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Federation. The employee shall furnish written proof to Management that this has been done. Management shall then notify the Federation in a timely manner of the affected employee's compliance. This will be done on a calendar year basis.
- 6.4 Management shall remit the aggregate deductions of Federation dues, and fair share fees for the preceding month, together with a listing identifying the employees for whose deductions are being paid, to the Federation treasurer by the 10th of the month after such deductions are made.
- 6.5 The Federation agrees that the College shall be held harmless from any lawsuit or judgement involving compliance with this article.

ARTICLE 7 - CONTRACT ADMINISTRATION

At the request of either party and at mutually agreeable times, representatives for Management and the Federation shall meet for the purpose of discussion of any matters of common interest arising out of the administration of this contract. These meetings are not intended to bypass or substitute for any grievance or other review procedure of this contract and shall not involve any renegotiation of this contract, nor shall they obligate the parties to modify any rights or duties they have under.

ARTICLE 8 - PARTICIPATION

- 8.1 Since many of the Management functions of the College will be enhanced by the information, suggestions or advice furnished by Faculty and Professional Support Staff, other employees, students, and the public, Management may establish and designate membership on committees.
- 8.2 The primary vehicle for Faculty involvement in matters related to curriculum shall be the Subject Area Curriculum Committees. The composition and responsibilities of these committees shall be as determined by the policies and procedures of the College Educational Services Division. The responsibilities and functions of these committees will include:
- 8.21 Instructional material selection. The selection of textbooks and other student-purchased learning materials is the responsibility of faculty through the Subject Area Curriculum Committees. The coordination of selection activities, procedures for ordering the instructional materials, and the determination of what constitutes reasonable costs to students are Management responsibilities. If it is necessary for Management to reject a selection, the reasons for such rejection shall be stated in writing to the appropriate Subject Area Curriculum Committee, and representatives of Management shall meet with the Subject Area Curriculum Committee to resolve the problem.
- 8.22 Curriculum development. Faculty has the responsibility for the development of new courses and the major revision of existing courses through the Subject Area Curriculum Committees.
- Management has the responsibility for determining, establishing, coordinating, and approving the curriculum. Both Management and faculty share in the responsibility for the evaluation of curriculum. It is understood that Management has the ultimate responsibility for the College curriculum.
- 8.23 Instructor qualifications. Subject Area Curriculum Committees shall review and recommend education and experience prerequisites for faculty positions, when requested by Management. Such recommendations are advisory only and are subject to revision as Management deems necessary.

8.3 Individual Faculty and Professional Support Staff and the Federation may submit suggestions for the preparation of College budgets, the annual calendar of instruction, and term class schedules. Any suggested revisions and/or comments shall be submitted in writing in a timely manner. Whenever Collegewide committees are established to make recommendations on these matters, the Federation will be notified and may appoint at least one Faculty or Professional Support Staff to the committee. Management may appoint such other members on the committee, including Faculty and Professional Support Staff, as it deems appropriate.

8.4 In the event the Board decides to establish a committee to assist it in the selection of a new President, the Federation will be notified and may submit recommendations as to the composition of the committee and nominate members of the bargaining unit for possible appointment by the Board to the committee. The Board will determine the composition of the committee, which will include at least one Federation representative, and may appoint such other members on the committee, including Faculty and Professional Support Staff, as it deems appropriate.

8.5 When Management determines that the position of a Department Administrator, Dean, or Vice President is to be filled, at least one Faculty or Professional Support Staff will be appointed to the screening committee.

ARTICLE 9 - APPOINTMENT OF FACULTY AND PROFESSIONAL SUPPORT STAFF

9.1 Faculty and Professional Support Staff shall be appointed by Management as Teaching Faculty, Counselors, Librarians, or as Professional Support Staff. It is understood that the role of Faculty and Professional Support Staff in the screening process is an advisory one and that Faculty and Professional Support Staff should have the opportunity to be involved significantly in the screening process. In screening job applicants, Faculty and Professional Support Staff agree to follow Personnel procedures and Affirmative Action/Equal Opportunity policies of the College as contained in screening procedures provided to each member of the screening committee.

9.11 Full-time annually budgeted open bargaining unit positions will be advertised and screened according to established Personnel procedures. A screening committee shall be established which will include Faculty or Professional Support Staff who are willing to serve without additional compensation. Only if there are no Faculty or Professional Support Staff willing to so serve shall a screening committee be convened without Faculty or Professional Support Staff representation and Article 9.1 and its subsections shall not apply.

9.111 If Faculty serves on a Faculty screening committee during a term in which they are not scheduled to work, the Faculty shall be granted up to four contract days of compensatory time off in an academic year, as mutually agreed with the Department Administrator.

9.12 The composition of a campus department screening committee shall be:

a) The Department Administrator, who shall be the screening committee chairperson.

b) In the case of a Faculty screening committee, there shall be at least two Faculty members from the campus department, augmented by one representative of the Collegewide subject area faculty (if any). A majority of the screening committee members will be Faculty.

In the case of a Professional Support Staff screening committee, there shall be at least two Professional Support Staff from the campus, augmented by one Collegewide representative where applicable.

Professional Support Staff will be appointed to the screening committee who have knowledge of the requirements and demands of the type of position being filled. A majority of screening committee members will be Professional Support Staff.

- c) The screening committee will include ethnic minority and female representation when available. Management may also appoint individuals external to the College who possess expertise relative to the position.

9.13 When Management decides to convene a Collegewide screening committee instead of a Campus department committee (9.11), the composition of that committee shall be as follows:

- a) There may be a Department Administrator from each campus or center involved (a minimum of one and a maximum of four). One of the Department Administrators shall be appointed as screening committee chair.
- b) In the case of Faculty Screening Committees, there shall be one faculty from each campus who is in the same discipline as represented in the position opening. If there is no such representation available at a given campus, an additional selection shall be made from faculty in that discipline from other campuses.

An additional faculty from the same discipline shall be added whenever necessary in order to provide a majority of faculty on the screening committee.

In the case of a Professional Support Staff screening committee, there shall be one representative from each campus who has knowledge of the requirements and demands of the type of position being filled. A majority of screening committee members will be Professional Support Staff.

- e) The screening committee will include ethnic minority and female representation when available. Management may also appoint individuals external to the College who possess expertise relative to the position.

9.14 The screening committee will make unranked recommendations (usually three) to the appropriate Executive Officer or designee.

9.15 If none of the applicants recommended by the screening committee is to be appointed, the Executive Officer or designee shall meet with the screening committee for a discussion of the matter and to review the selection criteria. The committee may reconvene to reconsider its recommendations. The committee may forward to the Executive Officer or designee either a new list of recommendations or its reasons for adhering to its original list. If the committee forwards a new list, and none of the candidates recommended by the committee is to be appointed from that list, the Executive Officer shall again meet with the committee to review the matter.

9.16 Initial appointments may be made to Faculty and Professional Support Staff positions without advertising under exceptional circumstances which could include:

- 9.161 Position requirements including unusual technological requirements or education, training or skills which are hard to fill, and a special search is necessary.
- 9.162 Urgent need to fill an open position to meet student need caused by death or unexpected resignation of a Faculty or Professional Support Staff, or College receipt of a specially funded position which needs to be filled immediately.
- 9.163 A qualified minority or member of a disadvantaged group is known to Management in accordance with College Affirmative Action policy.
- 9.164 A Management employee who has not held a prior faculty or Professional Support Staff appointment with the College or a Management employee who has not had a Faculty or Professional Support Staff position with the College within the last five years may be appointed to a vacant Faculty or Professional Support Staff position for which qualified. The screening procedures in Article 9.17 will apply to such appointments.

9.1641 Upon appointment to the Faculty or Professional Support Staff position, those who have not held a prior Faculty or Professional Support Staff position with the College will receive a first year probationary contract.

9.1642 Upon reappointment to the Faculty or Professional Support Staff, those who held a prior Faculty or Professional Support Staff appointment shall be granted the same contract status held previously as a Faculty or Professional Support Staff and shall receive an evaluation if it has been three years or more since the prior appointment.

9.1643 Placement on the Faculty or Professional Support Staff Salary Schedule shall be commensurate with years of service to the College.

9.17 In exceptional cases where appointments need to be made without advertising, Management will convene a screening committee, as defined in 9.12 or 9.13, to assist Management and review the qualifications of the proposed Faculty or Professional Support Staff, in accordance with College Personnel Procedures. If an individual not recommended by the screening committee is hired, the Executive Officer (or designee) shall meet with the committee to discuss the matter.

9.18 In the interests of recruiting qualified Faculty and Professional Support Staff and in order to complete the hiring process while full time Faculty and Professional Support Staff are available to participate on screening committees, the advertising and hiring process will be initiated by Winter term and completed by the end of Spring term each year whenever possible. Failure on the part of the College to comply with Article 9.18 is not grievable.

9.2 Appointment Contracts

9.21 All contracts for the appointment of Teaching Faculty, Counselors, Librarians, and Professional Support Staff at Portland Community College shall be in writing with a copy furnished to the Faculty or Professional Support Staff. Any subsequent extensions or modifications of an appointment contract and any special understandings or amendments shall

be made only by mutual agreement in writing between Management and the Faculty or Professional Support Staff with a copy to the Faculty or Professional Support Staff and the Federation. Any notices incumbent upon either party will be stated or confirmed in writing and a copy will be given to the Faculty or Professional Support Staff.

9.22 Each Faculty or Professional Support Staff employed by Portland Community College shall have one of the following contracts of appointment: a contract of probationary appointment, a contract of continuous appointment, a contract of temporary appointment, or a contract of special appointment.

9.3 Probationary Appointment

9.31 This type of appointment is used for the appointment of a Faculty or Professional Support Staff to a regularly established and budgeted position and shall be for one year, subject to renewal as determined by Management. Probationary Faculty and Professional Support Staff shall be notified of non-renewal by March 31. Such non-renewal may be appealed, using the same procedure as for the dismissal of a probationary Faculty or Professional Support Staff under Article 11.61. However, the grievance shall be settled at or below the level of the College President and shall not be subject to further review under the terms of this Agreement.

9.32 The probationary period for Teaching Faculty, Counselors and Librarians shall be of three years' duration unless Management determines that it is necessary to extend the probationary period for a fourth or fifth year. In these instances, the Faculty shall be notified in writing of such extension and the reasons. This notification shall occur by March 31 of the appropriate year. In no case shall the probationary period exceed five years.

9.33 The probationary period for Professional Support Staff shall be of four years' duration unless Management determines that it is necessary to extend the probationary period for a fifth year. The Professional Support Staff shall be notified in writing of the extension and the reasons for the extension by March 31 of the appropriate year.

9.34 The probationary appointment may not be terminated by Management before the end of the term of appointment except under the provisions of Article 11.61 or Article 12.

9.4 Continuous Appointment

- 9.41 This type of appointment is made upon satisfactory completion by the Faculty or Professional Support Staff of a period of service under the probationary appointment contract. The continuous appointment contract shall not be terminated by Management or the Faculty or Professional Support Staff except as provided in this Agreement.
- 9.42 A continuous appointment Faculty or Professional Support Staff may be granted up to and including a three year leave of absence in order to assume a position with the College as an annual Management employee without terminating continuous appointment status as Faculty or Professional Support Staff. Seniority as a Faculty or Professional Support Staff will continue to accrue during this three year period.
- 9.421 Upon termination of the annual Management contract at the end of a contract year, the Faculty or Professional Support Staff will return to active bargaining unit status the following year. If no vacant Faculty or Professional Support Staff position exists because of an overstaffing situation, the layoff procedures in Article 32 shall be followed if continuous appointment staff are potentially affected.
- 9.422 The Faculty or Professional Support Staff shall receive an evaluation during the first year of return to active bargaining unit status if the Faculty or Professional Support Staff has been on leave of absence for three years or more.

9.5 Temporary Appointment

- 9.51 This type of appointment is used for the temporary employment of a Faculty or Professional Support Staff. Temporary appointments are for one year, subject to annual renewal for a maximum of two years. If a temporary appointment is made to replace a Faculty or Professional Support Staff on leave of absence to accept a Management position with the College, such temporary appointment may be held for a maximum of three years. The reasons for the temporary appointment shall be stated in writing in the contract.
- 9.52 A temporary appointment may be non-renewed or may be terminated at the discretion of Management without review under the terms of this Agreement.

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- 9.53 If the temporary appointment is immediately followed by a probationary appointment, the time on temporary appointment shall be credited towards the completion of the probationary period as defined in Article 9.32 provided that all the professional development requirements in Article 13.2 are met prior to the granting of continuous appointment.

9.6 Special Appointment

This type of appointment is used for employment of Faculty and Professional Support Staff in special contract programs which are entirely or largely funded by sources other than local taxes, tuition, and state FTE appropriations and which have not been established as permanent College programs. Such special appointment may be made for the fiscal year of a special funded contract program. This special appointment shall carry all the rights and obligations of a regular probationary or continuous appointment under the terms of this Agreement except that it is subject to termination or reduction at any time that funding for the program as described above is reduced or terminated, without review under the provisions of this Agreement and without further payment by the College. Movement from special probationary to special continuous appointment status shall take place according to Article 9, sections 9.3 and 9.4.

When a special appointment Faculty or Professional Support Staff is hired to a general fund bargaining unit position, the time spent on special appointment shall be counted towards seniority, contract status and step advancement on the Faculty or the Professional Support Staff Salary Schedule, provided that there has not been a break in service to the College.

9.7 Resignation/Retirement

- 9.71 In order to provide the College with sufficient time to recruit and hire replacements, Faculty and Professional Support Staff will, whenever possible, provide at least six months' prior notice of resignation or retirement. In extenuating circumstances, a shorter notification period will be acceptable.
- 9.72 Such written notices shall be submitted to the Faculty or Professional Support Staff's supervisor.

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ARTICLE 10 - PROFESSIONAL DUTIES

The professional duties listed in this article are those for which the Faculty or Professional Support Staff is evaluated and compensated. Department assignments may be more specific. These professional duties will be performed under the supervision of Management.

- 10.1 All Faculty (Teaching Faculty, Counselors, Librarians) and Professional Support Staff shall perform the following duties in a professional manner during the course of the academic year:
 - 10.10 Attend and participate in Collegewide, campus/center division, department, and program meetings and activities.
 - 10.11 Serve on subject area curriculum committees and/or such other College committees as may be assigned.
 - 10.12 Assist in the recruitment of students.
 - 10.13 Provide advising, registration, and guidance assistance to students.
 - 10.14 Provide professional assistance to staff and students.
 - 10.15 Provide information and Faculty assistance on College operations.
 - 10.16 Compile and/or research data as may be assigned.
 - 10.17 Provide services to students in a manner which does not discriminate as to race, creed, religion, color, national origin, handicap, age, sex, sexual preference or marital status.
 - 10.18 Develop and/or follow a Professional Development Plan.
 - 10.19 Remain current in their respective fields. Teaching Faculty assigned to programs that train students for employment in fields which require certification or licensure shall possess certification or licensure which meets or exceeds that required for employment in the field.
- 10.2 Teaching Faculty, consistent with the requirements and standards of the department and the qualifications of individual teaching Faculty, shall:

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- 10.21 Be responsible for guiding assigned students in meeting their respective educational goals, exercising professional judgment based upon adequate professional knowledge of the subject matter, needs of the individual students, teaching strategy, inter-personal relationships and teaching theory.
 - 10.22 Revise/develop courses and curriculum. The development of new courses or the major revision of existing courses shall be in accordance with Article 11.237.
 - 10.23 Instruct students, using approved course content guides developed by Collegewide subject area Faculty.
 - 10.24 Test, evaluate and grade the performance of students.
- 10.3 Librarians, consistent with the requirements and standards of the department and the qualifications of the individual Librarian, shall:
 - 10.31 Be responsible for providing library, media center, and related services for the College, exercising professional judgment based on adequate knowledge of library service and media technology.
 - 10.32 Compile data, supervise students, perform reference work, perform cataloging, inventory, and materials control duties, assist students and staff in selection and purchase of materials.
 - 10.4 Counselors, consistent with the requirements and standards of the department and the qualifications of the individual Counselor, shall:
 - 10.41 Be responsible for counseling and guiding any assigned or requesting students and special program students in meeting their respective educational, personal, social and vocational goals, using judgment consistent with standards of the American Association for Counseling & Development, and based upon adequate knowledge of counseling practices, methods, techniques, inter-personal relationships and community resources.
 - 10.42 Exercise professional judgment in determining when to counsel students to afford the appropriate level of confidentiality.
 - 10.43 Administer and/or interpret appropriate standardized tests that are made available by the counseling department.

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10.44 Provide evaluation of learning problems through the use of tests, counseling, and consultation.

10.45 Assist Management in revising, updating and evaluating career exploration and testing programs.

10.46 Provide consultative support services to College staff.

10.47 Provide group counseling sessions, seminars, workshops and career or personal development classes. The individual Counselor's preference shall be given serious consideration in making assignments. Assignments to career or personal development classes shall not exceed 20 percent of the term workload, without the consent of the individual counselor.

10.5 Professional Support Staff shall provide professional support services to students, Faculty and Management in accordance with the job description provided by Management.

10.51 Management will maintain a job classification system, conduct such job studies as it deems appropriate, evaluate and/or reevaluate Professional Support Staff jobs according to that classification system, and make such revisions in the system and related procedures as it deems necessary and appropriate.

10.52 Professional Support Staff Job Classification Appeal Process

A Professional Support Staff may appeal the classification level at which her/his job has been assigned in accordance with the procedures outlined in the College's Professional Support Staff Job Factoring Appeal Procedure. The appeal procedures shall allow for Federation representation at the Professional Support Staff's request and shall include the following steps:

10.521 A Professional Support Staff member shall submit the appeal to the Associate Vice President of Human Resource Management within 10 business days of the written notification to the employee of the job classification level.

The Associate Vice President of Human Resource Management will ask the Professional Support Staff Job Factoring Committee to review the appeal and return its recommendation to the Associate Vice

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President of Human Resource Management who will make the decision. If the Associate Vice President of Human Resource Management anticipates that s/he will not implement the committee's recommendations, s/he will meet with the committee to discuss the matter prior to issuing a decision.

10.522 The decision of the Associate Vice President of Human Resource Management may be appealed to the Vice President of Planning and Development within 10 business days of the written notification of the decision of the Associate Vice President of Human Resource Management.

10.523 The decision of the Vice President of Planning and Development may be appealed within 10 business days to the College President. The decision of the College President shall be final and binding and not subject to the grievance procedure (Article 33).

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ARTICLE 11 - HOURS AND WORKLOAD

11.1 WORK YEAR AND WORK WEEK

11.11 Each full-time Teaching Faculty, Counselor or Librarian shall have a 180-day work year with a 35-hour work week as defined in paragraphs 11.2, 11.3 or 11.4.

11.111 The 35-hour work week shall be scheduled on a five consecutive days a week basis unless Management designates a four day per week schedule. A Management designated four-day work week, containing a 35-hour work week, shall equal five work days toward fulfillment of the 180-day work year.

11.12 Each Professional Support Staff employee shall have a defined Work year which consists of a minimum of 184 contract days or a maximum of 234 contract days. The work week shall consist of a 40 hour week as defined in paragraph 11.5.

11.13 Teaching Faculty, Counselors, Librarians and Professional Support Staff will be notified of their scheduled contract work days and assigned campus location for the ensuing year prior to the end of Spring term.

11.2 Teaching Faculty Workload

11.21 The 35-hour work week shall include a minimum of 30 hours on campus and shall be spent instructing, advising or tutoring students, or performing other tasks related to instruction.

11.211 Of the 30 hours, the time not involved in assigned instruction will be used as follows: (a) A minimum of five hours per week in office hours. (Aviation Maintenance Faculty will serve their office hours during their regular instructional hours). (b) Student advising which shall take priority over all other nonteaching duties. (c) Other duties as specified in Article 10.1 and 10.2, except that course preparation and evaluation of student performance shall be completed over and above the 30 hour per week on campus requirement.

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11.212 It is understood that non-teaching days will consist of seven (7) hours of professional duties and when assigned will constitute an exception to the 30 hours on campus work week.

11.213 Inasmuch as preparation and evaluation are to be completed outside of the 30 hour on-campus work week, Teaching Faculty will be required to spend at least five additional hours at these tasks off campus (e.g., a home office).

11.22 Instructional contact hours will be assigned by Management based on the following primary methods of instruction as indicated in the course content guide:

Lecture
Laboratory
Field Supervision

If a Teaching Faculty is assigned courses from more than one of the above methods or a combination of methods, total load will be prorated. Teaching load shall not exceed the three term weekly averages listed below without the Teaching Faculty's consent:

	Averages Per Term	Basis for Proration
Lecture	15-16 hours	15-16 hours
Lec/Lab	18-20 hours	-----
Lab	20-25 hours	20--25 hours
Clinical	20-25 hours	-----
Shop	22-25 hours	-----
Field Supervision	25-30 hours	25-30 hours
Aviation Maintenance	30 hours	-----

11.222 Definitions

11.2221 Instructional Contact Hour - An instructional contact hour is defined as the number of clock hours assigned to Teaching Faculty in the official College class schedule. This definition excludes those instances in 11.2227 in which instructor assigned hours are less than student contact hours.

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- 11.2222 Lecture - Faculty lectures with some student discussion. Work load ranges from 15 to 16 hours per week.
- 11.2223 Lab - Students work independently with the instructor available, and in the instructional area, for assistance and supervision. Workload ranges from 20 to 25 hours per week.
- 11.2224 Lec/Lab - Faculty gives short lectures and supervises student application of lectures. Load is prorated based on the number of lecture hours and lab hours as identified in the course easter.
- 11.2225 Clinical - A subcategory of lab, with the activities taking place off campus. Work load ranges from 20 to 25 hours per week.
- 11.2226 Shop - An on campus industrial training activity utilizing the lecture/lab format. Work load ranges from 22 to 25 hours per week.
- 11.2227 Field Supervision - (CWE, Dental Clinic, directed practice, practicum, special projects) - The placement of students in a work experience activity on or off campus. A College supervisor visits the work site periodically, but the primary supervision is from the employer or other individual contracted to provide the experience. Work load ranges from 25 to 30 hours per week.
- 11.223 The normal instructional contact hour load for Teaching Faculty who teach nine lecture hours of Management-designated writing courses shall be twelve hours of lecture courses. This calculation is based on the premise that Teaching Faculty will spend at least two hours in writing conferences and writing analysis activities for every three hours of lecture. Individual conferences will be held with students in designated writing courses at least twice during the term. Course content guides will reflect the minimum number of student

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conferences and minimum number of papers to be written by students. SACC's may request in writing that courses become designated writing courses. If this request is denied, the reasons for denial shall be issued in writing to the SACC. This decision may be appealed by the SACC to the President or the President's designee for a final decision.

- 11.224 It is recognized that rapid technological change may require frequent change in course materials. When such courses have been identified by the Teaching Faculty and the Department Administrator and are approved by the campus Executive Deans and the Vice President of Educational Services, such laboratory or shop hours shall be counted as lecture hours when determining workload.

11.23 Assignments

- 11.231 The Department Administrator shall assign Teaching Faculty for student advising during registration periods. The period of registration will extend from three weeks prior to the start of Fall Term classes through the two weeks following the end of Spring Term. Consideration will be given to scheduling the non-teaching days in at least two- to three-day blocks, and to the rotation of assignments during Christmas and Spring breaks. Teaching Faculty shall not be assigned non-teaching days during both the two weeks following the end of Spring Term and during the first week of the Fall Term registration period without the Teaching Faculty's consent. The individual Teaching Faculty's preference shall be taken under advisement in making registration advising assignments, provided the Teaching Faculty's timely requests are made in writing to the Department Administrator. Assignments for student advising during any period other than that described above will be made only with the consent of the Teaching Faculty. Evening registration assignments of up to four hours shall be credited as one-half a contract day.

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- 11.232 Instructional assignments will be made based on student and program needs, the size of available classrooms, the qualifications of the Teaching Faculty, and, insofar as possible, the interests of the Teaching Faculty. The individual Teaching Faculty's preference shall be taken under advisement in making teaching assignments, provided the Teaching Faculty's timely requests are made in writing to the Department Administrator.

A Teaching Faculty shall be entitled, barring unusual circumstances and adverse effects on the program, to teach a course which would otherwise be taught by a non-bargaining unit instructor, provided that the course would be part of the full-time Teaching Faculty regular workload, that the full-time Teaching Faculty is qualified to teach the course and that the request is in writing and submitted to the Department Administrator in a timely manner. The full-time Teaching Faculty shall be entitled to only one such course per term, even though electing to teach the course may require the full-time Teaching Faculty to travel between campuses/centers.

Notification of actual teaching assignments will be given two weeks after the class schedule is finalized. However, this does not preclude changes in the class schedule due to circumstances such as class cancellation and the addition of new classes.

- 11.233 Teaching assignments will not exceed an eight hour period in a day unless necessary to constitute a full workload for the Teaching Faculty or unless the Teaching Faculty has agreed to accept such an assignment. When assigning classes, Management will consider providing for a 12 hour span between the last class of the day and the first class of the next day, based on the starting times for the classes.
- 11.234 Teaching Faculty will not be required to have more than four preparations in any term without their consent, or unless more than four preparations are required to constitute a full work load.

- 11.235 The daily work schedule showing a typical week the College is in session including teaching assignments, office hours, and other instructionally related activities shall be approved by the Department Administrator. This schedule shall be filed for approval with the Department Administrator by the end of the first week of each term.

- 11.236 Teaching Faculty shall post their office hours schedule in a conspicuous location in their office area. Office hours are to be held at the Teaching Faculty's assigned office location unless arrangements are made in advance with the Department Administrator. If an alternate location for office hours has been approved for regular use, this shall be noted on the Teaching Faculty's schedule. The Department Administrator or designee should be notified if a Teaching Faculty must be absent during office hours and a note posted at the office location for the information of students.

- 11.237 New course development/major revision of an existing course.

- 11.2371 The development of a new course or the major revision of an existing course must be approved by Management in advance and shall be in accordance with the procedures of the Educational Services Division.

- 11.2372 A Teaching Faculty who agrees to accept an assignment for developing a new course or a major revision of the existing course shall either receive released time or additional compensation at \$15.00 per hour. This shall be specified before the Teaching Faculty member agrees to accept the assignment. Such released time or additional compensation is predicated upon the completion of the assignment and its acceptance by Management. Faculty may develop or revise courses under the provisions of this article without released time or additional compensation.

11.230 When Teaching Faculty are required by Management to travel between campuses, centers or other facilities on the same day one or more times a week, reasonable travel time will be included in the 30 hour on campus requirement.

11.3 Counselor Workload

11.31 The 35-hour weekly work schedule will be assigned by the Department Administrator and may include evening hours so as to provide evening counseling services. It will not require more than five consecutive work days and will include five hours per week for non-student contact job related activities. Where travel or off-campus activities are required by the Department Administrator, the time required will be included in the work week.

11.32 The 180-day Work year shall be scheduled in three consecutive quarters unless mutually agreed otherwise.

11.33 The Federation recognizes Management's right to meet any urgent student needs for counseling services by hiring either counselors or classified counselor aides, or both.

11.4 Librarian Workload

11.41 The 35-hour weekly work schedule will be assigned by the Director of Libraries. The work week may include evening hours, so as to provide evening library and media services. It will not require more than five consecutive work days and will include five hours for non-student contact job related activities. The work day shall be scheduled in 7 continuous hours, excluding meal periods, unless the Librarian consents to another schedule. Where travel or off-campus activities are required by the Director of Libraries, the time required will be included in the work week.

11.42 Each Librarian shall file with the Director of Libraries the daily work schedule for the typical week the College is in session.

11.43 The 180 day work year shall be scheduled in 3 consecutive quarters unless otherwise mutually agreed.

11.44 The preferences of the individual Librarian shall be taken under advisement in scheduling working hours.

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11.5 Professional Support Staff Workload

11.51 The 40 hour per week work schedule shall be assigned by the Management supervisor and may include evening hours. It will not require more than five consecutive work days without the consent of the employee.

11.52 The work day shall consist of eight consecutive hours exclusive of meal periods.

11.53 Employees with less than a 234 day contract may be assigned fewer than 40 hours per week or 8 hours per day.

11.54 Where travel or off campus activities are required by the Management supervisor, the time required shall be included in the work week.

11.6 Instructional Coordinator, Administrative Associate, Management Support

11.61 Faculty may agree to accept an assignment as an Instructional Coordinator, Administrative Associate and/or to perform management support functions.

11.611 There may be more than one Instructional Coordinator, Administrative Associate and/or Faculty performing management support functions per program or department, or there may be none.

11.612 Full time Faculty in the respective department or program will be given advance written notice of any opening for Instructional Coordinators, Administrative Associates and/or for Faculty to perform management support duties. The same Faculty shall be given written notice of the appointment of Faculty to such assignments.

11.62 Faculty shall be assigned duties from an approved list. A specific job description shall be designed by selecting tasks from the approved list. The approved list is not a job description in and of itself.

11.621 Duties assigned shall be administrative in nature and shall not duplicate Faculty duties as defined in Article 10.

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- 11.622 Duties will be listed on a job description form provided by Management and shall be approved by the Executive Dean/Vice President. A copy will be provided to the Faculty and a copy placed in the Faculty's official Personnel file.
- 11.623 The Federation and Management shall review the approved list annually upon request of the Federation through contract administration.
- 11.63 Faculty Compensation shall be in the form of release time and/or additional pay.
- 11.631 The Faculty and the immediate Supervisor shall agree on the number of hours per week the duties will require, subject to the approval of the Executive Dean/Vice President and subject to the restriction of Article 11.7.
- 11.632 The standard rate of additional pay for the duties defined in Articles 11.6 is \$15.00 per hour.
- 11.633 Normally, additional pay will be used in those instances in which the agreed upon time is less than five hours per week. Release time may be granted if the required hours are five or more per week.
- 11.634 Compensation may be a combination of release time and additional pay. In this instance, the additional pay due the Faculty will be calculated as follows:
- (a) The cost of the additional duties at \$15.00 per hour less the replacement costs for the release time.
 - (b) The balance (difference) is paid to the Faculty.
- 11.64 Professional Support Staff may be assigned as an Administrative Associate or to perform Management support functions which are not included in their regular job duties.
- 11.641 The assignment shall not exceed 50% of the Professional Support Staff's annual workload.

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- 11.642 The amount of time for the tasks shall be agreed upon by the Department Administrator and the Professional Support Staff, subject to approval of the Executive Dean/Vice President.

11.7 Limit on Release Time for all Purposes

- 11.71 No Faculty or Professional Support Staff shall be assigned release time in excess of 50% of the Faculty or Professional Support Staff full workload when averaged over three terms.
- 11.72 In the case of a Teaching Faculty, a minimum 40% teaching load shall be allowed for one term only.

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ARTICLE 12 - WORK ENVIRONMENT AND SAFETY

- 12.1 Management and the Federation agree that a safe and healthful work and learning environment contribute to the prevention of injuries and the reduction of property damage.
- 12.2 Management, Faculty and Professional Support Staff will strive to maintain a safe and healthful work and educational environment and will attempt to reduce the number of preventable accidents.
- 12.3 Management will maintain a College Health and Safety Risk Management program tailored to the needs of each College campus, center and activity.
- 12.4 Faculty and Professional Support Staff will comply with established health and safety rules and procedures and will report unsafe conditions or practices to appropriate Management officials.
- 12.5 Faculty and Professional Support Staff who believe that a reported unsafe condition or practice has not been corrected will submit a written report to the College Safety Officer with a copy to the Faculty or Professional Support Staff's administrative supervisor and to the Federation. Management will provide the reporting Faculty or Professional Support Staff the Federation with a timely summary of findings and recommendations.

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ARTICLE 13 - PROFESSIONAL DEVELOPMENT

- 13.1 The professional obligations of Faculty and Professional Support Staff extend beyond the duties listed in the job description. It is agreed that the Faculty and Professional Support Staff has the major responsibility for professional development and that Management shall endeavor to provide reasonable assistance to the Faculty and Professional Support Staff in reaching such goals.
- 13.2 Each probationary Faculty or Professional Support Staff (including those on special appointment contracts) shall:
 - 13.21 Complete the Portland Community College Orientation Program during the first year of employment on a probationary contract.
 - 13.22 Meet with the Department Administrator during the first term of employment to create a three year professional development plan.
 - 13.221 The Department Administrator shall evaluate the educational background and work experience of the probationary Faculty or Professional Support Staff to determine what activities will be assigned for professional development.
 - 13.222 When deemed necessary by the Department Administrator, such activities may include assignment of another Faculty or Professional Support Staff, with the latter's consent, to assist the probationary Faculty or Professional Support Staff in meeting professional development goals.
 - 13.223 When the probationary Teaching Faculty has no academic course work in evaluation techniques, organization of instruction, or development of instructional materials, a minimum of three credit hours or equivalent in each course shall be required. Any one or more of these courses may be waived depending on the Teaching Faculty's prior teaching experience, subject to the approval of the Executive Officer. Supplemental academic course work may similarly be required for Counselors, Librarians, and Professional Support Staff.

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13.224 The plan will be reviewed at the time of the evaluation under Article 14.2 and will incorporate those methods of improvement identified under the provisions of Article 14.25.

13.225 The probationary Faculty or Professional Support Staff will provide documented evidence of progress towards completion of the plan along with the evaluation materials required under Article 14.2.

13.226 A copy of the professional development plan with any revisions and all documentation of completion of the specified activities (or a summary thereof) shall be forwarded to the Faculty or Professional Support Staff's official Personnel file along with the annual evaluation materials.

13.23 Probationary Faculty and Professional Support Staff who have completed the requirements of Article 13.21 and 13.22 shall, in conjunction with the annual evaluation process in Article 14.2, design a plan as per Article 13.31.

13.24 Before moving to continuous appointment, a Faculty or Professional Support Staff must have fulfilled the requirements of Article 13.2.

13.3 All continuous appointment Faculty and Professional Support Staff, including those on special appointment contracts shall, in conjunction with their Department Administrator, design a professional development plan for the ensuing one, two, or three years. The duration of the plan shall be determined by the activities the plan incorporates. The plan must be submitted in writing to the Department Administrator during Spring term preceding the year the plan is to be implemented.

13.31 The professional development plan shall be designed to improve teaching competence or to enhance knowledge in the discipline or assignment of the Faculty or Professional Support Staff.

13.311 The plan shall consist of a statement of professional development goals and those activities which will be undertaken towards the completion of those goals.

13.312 Appropriate activities are those which contribute directly and significantly to the professional development of the Faculty or Professional Support Staff and are consistent with the purposes of this article on professional development.

13.32 Continuous appointment Faculty and Professional Support Staff, during Spring term of each year, shall submit a brief written progress report to the Department Administrator. The report shall summarize the progress made toward the completion of the goals and activities as agreed upon by the Department Administrator and the Faculty or Professional Support Staff when the plan was developed.

13.321 Documentation (e.g. transcripts, etc.) which supports the completion of professional development activities shall accompany the progress report when appropriate.

13.322 At the request of either party, the Faculty or Professional Support Staff and the Department Administrator will meet to discuss, review and make any necessary revisions in the professional development plan.

13.33 A copy of the professional development plan and all documentation of progress toward these goals and activities shall be forwarded to the Faculty or Professional Support Staff's official Personnel file.

ARTICLE 14 - EVALUATION

14.1 Each probationary (including those on special appointment contracts) and temporary Faculty and Professional Support Staff shall receive an evaluation annually. A continuous appointment Faculty or Professional Support Staff shall receive an evaluation at any time there is a clear indication of professional performance problems. Indications of performance problems shall be brought to the Faculty or Professional Support Staff's attention in a timely manner. A continuous appointment Faculty or Professional Support Staff may receive an evaluation upon the Faculty or Professional Support Staff's written request, provided the written request is made in a timely manner. No continuous appointment Faculty or Professional Support Staff shall receive an evaluation in more than two successive years unless one of the evaluations was made at the request of the Faculty or Professional Support Staff, or unless by mutual agreement.

14.2 Evaluation Procedures

14.1. The probationary or temporary Faculty or Professional Support Staff and the Department Administrator shall meet within the first four weeks of Fall term or sooner if possible to discuss the evaluation techniques selected by the evaluatee and to develop the evaluation plan, including the sources of data necessary to conduct the evaluation and the manner in which the data are to be collected. The evaluation techniques shall include a Management evaluation and at least two other techniques listed in 14.23 selected by the evaluatee.

14.2.2 A continuous appointment Faculty or Professional Support Staff who is to receive an evaluation under the provisions of Article 14.1 shall be notified in writing at least sixty days in advance of the evaluation. The continuous appointment evaluatee and the Department Administrator shall meet to discuss the evaluation techniques selected by the evaluatee and the Department Administrator and to develop the plan for evaluation, including sources of data necessary to conduct the evaluation and the manner in which the data are to be collected. The evaluation techniques shall include a Management evaluation and at least two other techniques listed in 14.23 selected by the evaluatee. Only one such evaluation shall be conducted in an academic year.

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14.23 The techniques to be employed in an evaluation shall include a Management evaluation, and at least two other elements, to be selected by the evaluatee:

14.231 Summary of student evaluations, conducted and compiled by a disinterested third party according to a form and plan developed by the evaluatee and the Department Administrator.

14.232 Management evaluation. This will also include an evaluation of the probationary evaluatee's progress towards completion of the evaluatee's professional development plan.

14.233 Peer evaluation by two Faculty or Professional Support Staff from the same campus as the evaluatee where practical, one to be selected by the Faculty or Professional Support Staff and one by the Department Administrator. The two Faculty or Professional Support Staff shall be from the same employee category as the evaluatee (Teaching Faculty, Counselors, Librarians or Professional Support Staff) unless mutually agreed otherwise.

14.234 Self evaluation.

14.235 Professional work area visitation by the Department Administrator or other designated Management employee.

14.236 Alternative evaluation techniques may be considered provided that such are consistent with the purposes of evaluation and are approved by Management.

14.24 The evaluation results shall be discussed at a meeting which, at the discretion of the evaluatee, may be either with the Department Administrator or with a department evaluation committee. If used, the department evaluation committee shall consist of at least three (3) persons:

14.241 The Department Administrator (who shall serve as chair).

14.242 A Faculty or Professional Support Staff of the evaluatee's choice.

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- 14.243 A Faculty or Professional Support Staff mutually selected by the evaluatee and the Department Administrator.
- 14.244 Faculty and Professional Support Staff members of this committee shall be from the same category as the Faculty or Professional Support Staff unless otherwise mutually agreed.
- 14.25 The Department Administrator shall establish the date for the submission of the evaluation materials to be provided by the evaluatee and the date and time of the evaluation conference. The Department Administrator or the evaluation committee shall meet with the evaluatee, review the data collected under 14.23 to clarify any questions concerning the data, identify and discuss strengths and weaknesses in the evaluatee's performance, suggest ways to enhance the evaluatee's effectiveness, and recommend methods for improvement.
- 14.26 The Department Administrator shall prepare a written report of the evaluation conference which shall include a recommendation by the Department Administrator regarding retention of the evaluatee.
- 14.27 The Department Administrator shall forward the evaluation report, together with any documentation compiled under 14.8, to the Executive Dean/Vice President or designee, who shall review the evaluation report and furnish the evaluatee with one copy. The original evaluation, signed by the evaluatee, shall be forwarded by the Executive Dean/Vice President or designee to the Faculty or Professional Support Staff's Personnel file.
- 14.28 One unsatisfactory evaluation of a continuous appointment Faculty or Professional Support Staff may be cause for discipline including termination under the provisions of Article 11.62 or, when deemed appropriate by the College, a performance improvement plan may be developed. The performance improvement plan shall include the actions to be taken for improvement, timelines for completion and a plan for a review of progress. Such review shall not constitute an evaluation for purposes of the one per year limit in 14.22, nor the two successive year limit in 14.1. A failure to comply with the performance improvement plan may be cause for termination.

- 14.29 An unsatisfactory evaluation for a probationary Faculty or Professional Support Staff is cause for non-renewal and is grievable only under the provisions of Article 9.31. An unsatisfactory evaluation for a temporary Faculty or Professional Support Staff is cause for non-renewal and is not grievable (see Article 9.52).

- 14.3 The evaluatee may submit a written rebuttal to the evaluation report and individual members of a department evaluation committee (if convened under the provisions of 14.24) may submit separate reports, which shall be appended to the Department Administrator's evaluation report and included in the evaluatee's official Personnel file.

14.4 Implementation for 1989-90

A continuous appointment employee who receives an unsatisfactory professional development evaluation for 1988-89 may be evaluated in 1989-90 under the provisions of Article 14 of the Faculty Agreement which will be effective September 1, 1989.

ARTICLE 13 - OVERLOADS/EXTENDED SERVICE

15.1 Overload means the assignment of full-time Faculty to work for extra pay an amount of time exceeding the regular workload of the department to which the Faculty is assigned. It is also understood that an overload shall be in addition to the Faculty's assigned campus work week and the completion of professional duties as specified in Articles 10 and 11 of this Agreement. In order to ensure educational quality, the preservation of curriculum continuity will be considered when making overload assignments.

15.11 The maximum overload assignment for a Faculty shall be one class or five scheduled working hours per week. Management may approve an exception to the maximum overload assignment in order to meet program needs with the consent of the affected Faculty.

15.12 Under no circumstances may the Faculty be paid for an overload as defined in 15.1 above by any department when the Faculty has an overload in the department of assignment.

15.13 The Faculty's preference in the scheduling of overload classes shall be taken into consideration. However, since overloads are over and above the regular work day, provisions in Article 11.233 which limit the span of the instructor's work day to eight hours shall not apply.

15.2 Extended service means the assignment of full-time Faculty to work for extra pay an amount of time in excess of the annual employment contract.

15.21 Full time Faculty who are assigned by the College to work a full load for extended service employment for 8 weeks or more will be paid as provided in Article 15.31.

15.211 A full load is as defined in Article 11.22, 11.3 or 11.4 of this Agreement for a regular 11 or 12 week term, but which may be compressed during Summer term to 8 or 10 weeks and which may be scheduled for a four day week. Teaching Faculty assigned a full workload will complete 30 hours a week on campus or 35 hours a week on campus for counselors and librarians.

15.22 No overloads will be assigned to Faculty on extended service employment without the approval of the Executive Dean.

15.23 Extended service employment for full workload assignment requires the approval of the College President or designee. The College is under no obligation to assign a full workload for extended service to full time Faculty.

15.3 The assignment of both overloads and extended service are management prerogatives.

15.31 Overloads shall be compensated at the applicable rate from the pay schedule in the Adjunct Faculty Agreement. Full time Faculty will be compensated at level 2 in the Adjunct Faculty Agreement as long as there is a level 2 in the pay schedule for lecture and lab classes.

15.32 Extended Service for full workload assignments shall be paid at 87% of the daily rate on the Faculty Salary Schedule in effect at the time of the extended service employment.

15.33 Full time Faculty may also be assigned to work less than a full load for extended service employment and shall be compensated as indicated in 15.31.

ARTICLE 16 - SUBSTITUTES

Management shall arrange for classroom substitutes if necessary. A faculty member shall be assigned as a substitute only on mutual agreement.

ARTICLE 17 - ASSIGNMENT OF FACULTY OR PROFESSIONAL SUPPORT STAFF TO CAMPUSES OR CENTERS

- 17.1 It is understood that Faculty and Professional Support Staff are employed by the Portland Community College District and not for a specific campus or center. Management will determine the initial assignment of a Faculty or Professional Support Staff's location at the time of employment.
- 17.2 Transfers
- 17.21 Annually, after reviewing the staffing needs and any written statement of circumstances and preferences submitted by an individual Faculty or Professional Support Staff, Management will determine the assignment of the Faculty or Professional Support Staff's location for the ensuing academic year and notify the Faculty or Professional Support Staff in accordance with the timelines specified in Article 11.13 of this Agreement.
- 17.22 Continuous appointment Faculty or Professional Support Staff who want to be considered for transfer to another campus or center must submit requests in writing to the Human Resource Management Department by December 1 of the year preceding transfer in order that the requests may be considered in the annual review of Faculty or Professional Support Staff's assignments under the provisions of Article 17.21 above.
- 17.23 Continuous appointment Faculty or Professional Support Staff may also request transfer in order to fill an announced job opening at another campus or center for which the Faculty or Professional Support Staff is qualified. The Faculty or Professional Support Staff's request will be taken into consideration before the location of the new Faculty or Professional Support Staff's assignment is established. Such requests must be submitted prior to the closing date specified in the job announcement.
- 17.24 In the annual review of Faculty and Professional Support Staff location assignments under Article 17.21 above, Management will consider the benefits to the institution and the individual Faculty or Professional Support Staff of changing campus/center location assignments at 3 to 5 year intervals. Faculty or Professional Support Staff who wish to be considered for such changes shall follow the provisions of Article 17.22.

17.8 Assignments Requiring Travel. Whenever feasible, Management will consider rotation of assignments which require travel between College campuses/cantara among subject area Faculty or Professional Support Staff.

17.81 Assignment of classes so as to require travel between the Faculty's primary office location and the other College cantara or campuses on the same day shall be made only when the scheduling needs of the College require it. The necessity for this travel shall be mutually discussed among the Executive Dean/Vice President or designee, the Department Administrator and the Faculty. The results of such mutual discussions shall be utilized in making the final decision. Required travel costs shall be reimbursed in accordance with Management designated procedures.

17.92 Assignment of classes so as to require travel between the Faculty's campus of assignment and other College cantara or campuses on different days of the work week shall be made only when the scheduling needs of the College require it. The necessity for this travel shall be mutually discussed among the Executive Dean/Vice President or designee, the Department Administrator and the Faculty. The results of such mutual discussions shall be utilized in making the final decision.

ARTICLE 18 - PERSONNEL FILES

18.1 Management initiated documents directed to be placed in an individual Faculty or Professional Support Staff's Personnel file will be either addressed to or copied to the Faculty or Professional Support Staff. Documents pertaining to evaluation or discipline shall be signed by or initialed by the Faculty or Professional Support Staff before placement in the Personnel file, as an indication that the material has been read by the Faculty or Professional Support Staff.

18.2 A Faculty or Professional Support Staff may review any material in the Faculty or Professional Support Staff's official Personnel file folder. Nothing may be removed from said file except as specifically provided in Article 31.521 and as provided in College Rules for the purpose of copying. All requests are to be made to the Human Resource Management Department.

18.3 The Faculty or Professional Support Staff has the right to respond to or answer any document in the Faculty or Professional Support Staff's official Personnel file folder. The response shall be placed therein. The Faculty or Professional Support Staff may provide relevant material for inclusion in the Faculty or Professional Support Staff's official personnel file.

18.4 The Human Resource Management office will maintain a Personnel Review Log in each Faculty or Professional Support Staff's Personnel file, which will record the name of the person reviewing such file and the date. The authorized staff of Human Resource Management and the Employee Relations Department shall be exempt from the use of such a log.

18.5 Any official grievance filed by a Faculty or Professional Support Staff under the grievance procedure as provided in this Agreement shall not be placed in the personnel file of the Faculty or Professional Support Staff and shall not be used in any recommendation for job placement.

ARTICLE 19 - BUILDINGS & OFFICE ACCESS

- 19.1 Offices will be provided appropriate to the time and tasks to be performed, subject to structural and space limitations. In the development of plans for future buildings or for the remodeling of existing buildings, priority consideration will be given to faculty office space that is sufficiently private to allow for preparation, evaluation, and student conferences. Affected faculty shall be given an opportunity to express concerns and to make suggestions and/or recommendations prior to remodeling or new construction. Consideration will also be given to providing staff eating facilities when constructing new buildings or when remodeling existing buildings. Faculty should make any recommendations for changes in Faculty facilities to their Department Administrators as a part of the annual College budget preparation process.
- 19.2 Faculty shall have access to the buildings in which their offices are located through the campus safety office. Access to campus facilities during periods of College closure shall be as determined by the campus Executive Dean. Access may be possible, provided that arrangements are made in advance with the campus Executive Dean. Faculty who request them, shall be issued keys to individual office areas and shall have access to copy machines.
- 19.3 Faculty are encouraged to use any College facility for purposes of preparation and evaluation, provided that such areas have not been scheduled for other use.
- 19.4 Counseling rooms which are sight and sound shielded shall be provided at each campus (subject to structural and space limitations) for exclusive use by Counselors when needed for clients who require more privacy than that afforded by the assigned office space.

ARTICLE 20 - PARKING

- 20.1 Faculty and Professional Support Staff may park in any lot designated as "staff parking" or as "general parking" provided that a valid College parking permit is displayed on the faculty or Professional Support Staff's vehicle.
- 20.2 Faculty and Professional Support Staff required to travel between College facilities on the same day may apply to the Executive Dean of their assigned campus for a special parking permit. A new application must be submitted for each term.
- 20.3 Faculty and Professional Support Staff will follow the traffic and parking rules of the College.

ARTICLE 21 - TRAVEL & FIELD TRIPS

- 21.1 All official in-state and out-of-state travel must have prior authorization in accordance with Management procedures. Reimbursement for expenses incurred during such travel shall be in accordance with Management designated rates and procedures. Procedures for travel authorization and reimbursement shall be available in each Department Administrator's office.
- 21.2 Management adopted procedures for field trips shall be available in each Department Administrator's office.

ARTICLE 22 - COPYRIGHTS AND PATENTS

22.1 Copyrights

- 22.11 The ownership of any materials or processes developed solely by a Faculty or Professional Support Staff's individual effort and expense shall vest in the Faculty or Professional Support Staff and be copyrighted, if at all, in the Faculty or Professional Support Staff's name.
- 22.12 The ownership of materials or processes produced solely for the College and at College expense shall vest in the College and be copyrighted, if at all, in its name.
- 22.13 In those instances where materials or processes are produced by a Faculty or Professional Support Staff with College support, by way of use of significant personnel time, facilities or other College resources, the ownership of the materials or processes shall vest in (and be copyrighted by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

22.2 Patents

- 22.21 The ownership of any invention developed solely by a Faculty or Professional Support Staff's individual effort and expense shall vest in the Faculty or Professional Support Staff and be patented, if at all, in the Faculty or Professional Support Staff's name.
- 22.22 The ownership of inventions produced solely for the College and at College expense shall vest in the College and be patented, if at all, in its name.
- 22.23 In those instances where inventions are produced by a Faculty or Professional Support Staff with College support, by way of the use of significant personnel time, facilities or other College resources, the ownership of the invention shall vest in (and be patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

ARTICLE 23 - JOB SHARING

- 23.1 Job sharing shall refer to two current continuous appointment Faculty or Professional Support Staff sharing one (1) regularly budgeted full-time position on an approximately equal basis. Job sharing may occur only between two Faculty or two Professional Support Staff.
- 23.2 Job sharing assignments shall be filled only by two (2) full-time Faculty or Professional Support Staff who have voluntarily agreed to work together.
- 23.3 Faculty and Professional Support Staff wishing to share a single budgeted position shall jointly submit a proposal to the administrator of the department to which the Faculty or Professional Support Staff are assigned by December 1 of the year preceding the requested initiation of job sharing. Such proposal shall include a plan for the division of responsibilities and the work year schedule. Proposals which include a defined term of duration shall specify the beginning and ending dates of the arrangement and a plan for the return of both the Faculty or Professional Support Staff to full-time status.
- 23.4 Management shall retain all rights to approve or disapprove such a proposal, provided that a decision shall be communicated to the proposers prior to the end of the Spring term preceding the year of requested implementation.
- 23.5 All salaries (Article 27), insurance (Article 28), and paid leaves (Article 29) shall be prorated as determined by the Associate Vice President of Human Resources based on the work year schedules of the Faculty or Professional Support Staff.
- 23.51 Advancement on the salary schedule shall be one step for each two years of job sharing for the first four years of job sharing. Thereafter, advancement on the salary schedule shall be one step for each subsequent year of job sharing.
- 23.52 Those benefits which require length of service to determine eligibility (such as professional leave and early retirement) shall be assigned at the rate of one (1) year for each two (2) years of job sharing.

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- 23.6 If one of the participants wishes to return to full-time status, that member shall make a written request to the administrator of the department to which the Faculty or Professional Support Staff is assigned by December 1 of the year preceding the year requested implementation.
- 23.61 A return to full-time status shall depend on the staffing needs of the department and the College and the qualifications of the Faculty or Professional Support Staff.
- 23.62 A Faculty or Professional Support Staff's request to return to full-time status will be taken into consideration prior to filling a vacant regularly budgeted position in another manner.
- 23.7 If for any reason one of the participants is unavailable or unwilling to continue participation in the job sharing assignment, the remaining participant must (under provisions of 23.61 and 23.62 above): (a) find another qualified participant; or (b) request to return to full time status; or (c) resign from the Faculty or Professional Support Staff.

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ARTICLE 24 - ACADEMIC FREEDOM

- 24.1 All Faculty and Professional Support Staff, whether on continuous appointment or not, are entitled to academic freedom which carries with it academic responsibility to the students, to the community, and to the College. Academic freedom depends on the free search for truth and its free exposition and is applied to teaching and other College related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of Faculty when teaching and of the student to freedom in learning.
- 24.2 When teaching, Faculty and Professional Support Staff are entitled to freedom in the classroom in discussing the subject, but, while controversy is at the heart of free academic inquiry, Faculty and Professional Support Staff shall not persist in introducing material which has no relation to the subject into their teaching.
- 24.3 As members of the College, Faculty and Professional Support Staff seek above all to be effective in their assigned duties. Although they shall observe the stated regulations of the College, Faculty and Professional Support Staff maintain their right to criticize and seek revision.
- 24.4 Faculty and Professional Support Staff are entitled to full freedom in research and in the publication or production of the results subject to the adequate performance of other academic duties and in concert with the provisions of Article 22.
- 24.5 Faculty and Professional Support Staff are citizens, members of a learned profession, and members of the College. When they speak or write as citizens, they shall be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and as educators, they should remember that the public may judge their profession and the College by their utterances. Hence they shall at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not College spokespersons.
- 24.51 As members of the community outside the College, Faculty and Professional Support Staff have the rights and obligations of any citizen. The exercise of such rights shall not be grounds for discipline unless the Faculty or Professional Support Staff fails to carry out those obligations as specified in Article 24.5. Faculty and Professional Support Staff individually determine the amount and character of their civic, political, and community involvement outside the College with due regard

to their responsibilities within it. As citizens engaged in a profession that depends on freedom for its health and integrity, Faculty and Professional Support Staff have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

- 24.52 An unpaid leave of absence may be granted for a Faculty or Professional Support Staff who is a candidate for public office for the duration of the election campaign and for the term of office (if applicable), upon timely application and for a reasonable period of time. The terms of such leave of absence shall be set forth in writing, and the leave shall not affect unfavorably the continuous appointment status of a Faculty or Professional Support Staff, except that time spent on such leave shall not count as probationary service unless otherwise agreed to.

ARTICLE 25 - RETIREMENT

25.1 Faculty and Professional Support Staff will be retired according to state law. Faculty and Professional Support Staff will participate in the various contributory retirement plans provided by laws of the State of Oregon.

25.11 The College shall pay the PERS contribution due from each Faculty and Professional Support Staff without deduction or withholding of such contribution from pay.

25.2 The College shall participate in and Faculty and Professional Support Staff shall be compensated for accumulated unused sick leave in the form of increased retirement benefits in accordance with ORS 237.153.

25.3 A Faculty or Professional Support Staff who has completed ten (10) consecutive years of full-time employment with the College and who is at least fifty-five (55) and not more than sixty-one (61) years of age shall have the option of an early retirement program which will provide the Faculty or Professional Support Staff four hundred dollars per month for a maximum period of four years. Such payments will terminate at the end of the month in which the Faculty or Professional Support Staff reaches the age of 62 or at the end of four (4) years, whichever comes first. Faculty and Professional Support Staff choosing this option must give written notice to the Faculty or Professional Support Staff's Dean no later than ninety (90) days prior to the Faculty or Professional Support Staff's retirement date. The retirement date shall be July 1, unless a different date is approved by the College president.

25.31 Faculty and Professional Support Staff who have retired will receive the stipend under the terms and conditions specified in the Faculty Agreement which was in effect at the time of their retirement. The stipend shall be discontinued in the event that the retired Faculty or retired Professional Support Staff dies before the end of the completion of the four year maximum period or attains the age of 62.

25.4 Faculty or Professional Support Staff who retire under the provisions of this article shall be able to participate in College group health, dental, prescription and vision care plans, subject to approval by the insurance carriers, and provided that the Faculty or Professional Support Staff pays the premiums.

25.5 For those Faculty or Professional Support Staff who retire under the provisions of Article 25.3 above on or after April 1, 1987, health, dental, prescription and vision care premiums for those insurance programs provided by the College shall be paid for the retiree and one eligible dependent up to the College paid maximum for the health insurance premiums (Article 28.22) specified in the Faculty Agreement in effect at the time of their retirement. These premiums shall be paid for a maximum of four years or until the end of the month in which the employee reaches age 65. The implementation and continuance of this subsection is subject to approval by the insurance carriers.

ARTICLE 26 - TUITION WAIVER

- 26.1 Tuition shall be waived for any full-time Faculty or Professional Support Staff, her/his spouse, and eligible children who enroll in classes at Portland Community College. Such classes may be taken with or without credit.
- 26.11 The tuition waiver shall apply to a maximum of eight credit hours per term for each Faculty or Professional Support Staff.
- 26.12 Spouse and dependant children shall be eligible for up to 19 credit hours per term each for a maximum of the credits required to obtain a two year degree in a college program.
- 26.13 Eligible children are those dependant children under age 24 and as defined by the Federal Internal Revenue Service.
- 26.2 The Faculty or Professional Support Staff shall register for any Portland Community College classes during Faculty or Professional Support Staff's non-working hours and in accordance with the College's registration schedule and procedure.
- 26.3 Attendance at any class by a Faculty or Professional Support Staff shall not interfere with the Faculty or Professional Support Staff's regular responsibilities to students or with the Faculty or Professional Support Staff's classes and other assigned duties.
- 26.4 It is understood that no course will be conducted which would not have met without the enrollment of such tuition waiver students and that no tuition waiver student shall displace a tuition paying student.

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ARTICLE 27 - SALARY & HOLIDAYS

- 27.1 This salary plan specifically provides for the following actions:
- 27.11 Initial salary placement upon employment of a new Faculty or Professional Support Staff shall be determined by Management.
- 27.111 Initial salary placement of a new Faculty or Professional Support Staff in a bargaining unit position shall be determined by educational qualifications and experience.
- 27.112 The salary placement of a Faculty or Professional Support Staff who meets minimum education and/or experience requirements to teach in a specific field or perform the professional functions of Librarian, Counselor, or Professional Support Staff, shall be step 1.
- 27.113 Advanced salary placement for professional, business or industrial experience may be allowed as follows:
- 27.1131 Approved full-time paid teaching or professional experience, one additional step for each two years completed.
- 27.1132 Approved full-time paid business or industrial experience, one additional step for each two years completed.
- 27.1133 Approved part-time paid teaching and business or industrial experience may be evaluated by Management and included with full-time experience as a factor in determining salary placement.
- 27.114 Level of placement for any combination of education and experience shall not exceed step 3 under normal circumstances. The maximum step may be exceeded with the approval of the College President in exceptional cases in which fully qualified applicants are not available at or below step 3.

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27.12 Annual Salary Increases

- 27.121 Faculty or Professional Support Staff upon demonstration of satisfactory performance and upon demonstration of satisfactory progress towards the completion of the professional development requirements of Articles 13 and 14, shall progress one step on the Salary Schedule in effect as of September 1 of that year (Appendix F or G).
- 27.122 However, Faculty or Professional Support Staff granted a leave of absence without pay (for other than educational purposes) for two terms (or 120 contract days) or more in the same academic year or for one term (or 60 contract days) in two consecutive academic years shall not advance to the next step on September 1. For purposes of Article 27.122, no unpaid leave of absence of one term (or 60 contract days) or more shall be counted more than once.
- 27.123 The salary of a Faculty on step 12 or Professional Support Staff on step 10 who fails to demonstrate satisfactory performance and/or satisfactory progress towards the completion of professional development requirements shall remain for the following academic year at step 12 or step 10 of the salary schedule in effect at the end of the academic year during which the Faculty or Professional Support Staff was determined to be unsatisfactory.
- 27.124 Faculty or Professional Support Staff on a temporary appointment shall be placed and shall progress on the Salary Schedule in the same manner as all other Faculty and Professional Support Staff.

27.2 Salary Schedules

27.21 Faculty Salary Schedules

- 27.210 The Salary Schedule at Appendix F shall be in effect for the periods specified below:

Salary Schedule I at Appendix F shall be in effect from September 1, 1989 through February 28, 1990.

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Salary Schedule J at Appendix F shall be in effect March 1, 1990 through August 31, 1990.

Salary Schedule K at Appendix F shall be in effect September 1, 1990 through February 28, 1991.

Salary Schedule L at Appendix F shall be in effect March 1, 1991 through August 31, 1991.

Salary Schedule M at Appendix F shall be in effect September 1, 1991 through February 29, 1992.

Salary Schedule N at Appendix F will be in effect March 1, 1992 through August 31, 1992.

- 27.211 This Salary Schedule is based on a 180 day contract.

27.22 Professional Support Staff Salary Schedule. (Appendix G)

- 27.220 Salary Schedule A at Appendix G shall be in effect from September 1, 1989 through August 31, 1990.

27.221 Salary Schedule B shall be in effect from September 1, 1990 through August 31, 1991.

27.222 Salary Schedule C shall be in effect from September 1, 1991 through August 31, 1992.

- 27.223 This Salary Schedule is based on a 224 day contract.

27.224 Changes in Professional Support Staff Salary Classification Level. Step placement upon promotion or reclassification to a higher level shall be at a step on the higher level that provides for a salary increase. The salary of a Professional Support Staff assigned to or reclassified to a lower level position shall be held at the same amount until the Salary Schedule "catches" up to and exceeds that amount. A Professional Support Staff who applies for and is appointed to a position at a lower level shall be paid the salary at that level in accordance with Article 27.11

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- 27.23 The salary of a Faculty or a Professional Support Staff who fails to complete the required contract days during the individual employment contract year shall be adjusted based on the number of contract days completed.
- 27.3 Holidays
- 27.31 Faculty Holidays- There shall be four paid holidays annually included as part of the 180-day contract.
- 27.310 Faculty members scheduled Fall, Winter, Spring:
- VETERANS' DAY
THANKSGIVING and the DAY AFTER
MEMORIAL DAY
- 27.311 Faculty members scheduled Winter, Spring, Summer:
- LABOR DAY
NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
- 27.312 Faculty members scheduled Summer, Fall, Winter:
- INDEPENDENCE DAY
VETERAN'S DAY
THANKSGIVING AND THE DAY AFTER
- 27.32 Professional Support Staff Holidays:
- There shall be four holidays included as a part of the contract (184 to 214) designated as follows:
- LABOR DAY
THANKSGIVING AND THE DAY AFTER
MEMORIAL DAY
- 27.33 Contract days shall not be scheduled for Faculty and Professional Support Staff when the College is closed for a holiday other than those specified above.
- 27.34 Faculty or Professional Support Staff on approved unpaid leave of absence shall be entitled only to a proration of holidays based on contract days actually fulfilled, with adjustments made at the end of the fiscal year. Holidays falling within the period of a paid professional leave shall be included as a part of that leave and shall not serve to further reduce the number of contract days to be completed.

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ARTICLE 28 - INSURANCE BENEFITS

- 28.1 The District shall provide and pay for a long-term disability insurance program that is consistent with the level of coverage as existed in fiscal year 1988-89.
- 28.2 Group Health, Dental, Prescription and Vision Care Insurance Programs
- 28.21 The District shall continue to provide the current (or comparable level) group health, prescription, vision care and dental insurance programs.
- 28.22 The District shall pay a maximum amount per month for all Faculty and Professional Support Staff toward payment of combined health, dental, prescription, and vision care plan premiums for each year of this Agreement.
- 28.221 The monthly paid maximums shall be as follows:
- | |
|-------------------------|
| October 1, 1989 = \$248 |
| October 1, 1990 = \$258 |
| October 1, 1991 = \$268 |
- 28.3 Group Life Insurance
- 28.31 The District shall provide and pay for in full premiums for the term life and accidental death/dismemberment insurance in the amount of \$10,000/\$10,000 for full-time Faculty and Professional Support Staff.
- 28.32 Under established College procedures, the District shall make available through payroll deduction, at the option of the Faculty or Professional Support Staff, a group term life insurance program which is substantially equal to the level of coverage as existed in 1988-89.
- 28.4 Health, dental, prescription, and vision care insurance premiums up to the District maximum contribution in Article 28.22 shall be paid by the District for a Faculty or Professional Support Staff who has completed at least one year of uninterrupted service and who has exhausted all accumulated sick leave. Such amounts shall be paid until the Faculty or Professional Support Staff returns to work, up to a maximum of three months of coverage in any one fiscal year. The payment for premiums is subject to receipt of a physician's statement certifying the Faculty or Professional Support Staff's inability to work.

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28.5 Under established College procedures, the District shall make available, at the Faculty or Professional Support Staff's option and expense, by payroll deduction, a group term life insurance and automobile insurance program.

ARTICLE 29 - ABSENCES AND LEAVES

29.1 Reporting of absence. Faculty or Professional Support Staff who must be absent shall communicate that fact to the Department Administrator as soon as possible. Every attempt shall be made to notify the Department Administrator at least two hours before the Faculty or Professional Support Staff's next scheduled class or other work assignment.

29.2 Sick Leave

29.21 Full time Faculty or Professional Support Staff shall earn sick leave on the basis of one day of sick leave for every 18 contract days completed. Faculty or Professional Support Staff who are required to work more than the standard ten month work year shall receive one additional day of sick leave for each additional month to a maximum of twelve days per year (96 hours).

29.22 Unused sick leave shall be accumulated without limit. Sick leave accumulated while employed by other public school districts or public agencies may be transferred if permitted by statute and agreed to by management at the time of employment.

29.23 A licensed physician's signed statement or other Management-approved verification of illness or injury may be required for each period of absence of five or more consecutive days chargeable as sick leave. If such absence continues for more than one month, Management may require such verification at the end of each month.

29.24 Absence resulting from illness or accident compensated by the Worker's Compensation Program may be taken as unpaid leave or reported as sick leave. Faculty or Professional Support Staff shall comply with state regulations and College Personnel procedures regarding matters covered under State Worker's Compensation.

29.25 In the event of illness or injury of Faculty or Professional Support Staff's immediate family which necessitates the Faculty or Professional Support Staff's absence, sick leave may be used to a maximum of three days in any one instance. At the discretion of Management the three day period may be extended.

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- 29.26 For this purpose and for the purpose of section 29.31 "immediate family" shall mean parent, parent-in-law, step-parent, brother, sister, child, step-child, son-in-law, daughter-in-law, spouse, or member of the employee's immediate household.
- 29.27 Faculty and Professional Support Staff shall comply with College Personnel procedures and instructions on the payroll report card for the use of and reporting of sick leave.
- 29.3 Bereavement Leave**
- 29.31 Faculty and Professional Support Staff may be absent with pay up to five working days following the death of a member of the immediate family as defined in Article 29.26.
- 29.32 Faculty and Professional Support Staff may be absent with pay for up to one day to attend the funeral of a friend or a relative other than a member of the immediate family with the prior approval of Management.
- 29.4 Court or Jury Leaves**
- 29.41 Jury Duty. Faculty or Professional Support Staff subpoenaed for jury duty shall be excused for that purpose without loss of pay. Any per diem fees paid for such duty shall be paid to the College.
- 29.42 Court Witness. Faculty and Professional Support Staff subpoenaed to appear as a witness in a case in court unless a party to the matter at issue shall be excused for that purpose without loss of pay. A copy of the subpoena shall be filed with the Personnel Services Department. Any witness fees paid shall be paid to the College.
- 29.5 Military Leaves.** A Faculty or a Professional Support Staff who is a member of one of the reserve components of the armed forces of the United States or the Oregon National Guard shall be entitled to leave for a period of active military duty not to exceed a total of 15 calendar days each calendar year as provided in ORS 408.290. Requests for military leave shall be submitted through regular administrative channels to the Associate Vice President of Human Resources and shall be accompanied by official orders specifying the dates and locations of such military duty.

29.6 Leaves of Absence Without Pay

- 29.61 A leave of absence without pay may be granted by the President to the continuous appointment employee for the purpose of study, research, travel, professional employment or other appropriate purpose. Probationary employees may normally be granted a leave of absence without pay only for the purposes of recuperation from illness or personal emergency. Temporary employees are not eligible for a leave of absence.
- 29.611 A full leave of absence. A full leave of absence may be granted for one, two, or three terms. (or for the Professional Support Staff employee, four terms).
- 29.612 Partial leave of absence (reduced workload for one term or more). The leave of absence shall not exceed 50% of the employee's workload (as defined in Article 11) for any term. For Teaching Faculty, such leave will include a prorated amount of non-teaching days.
- 29.613 A leave of absence, whether full or partial, shall not normally exceed one year. Normally no more than one leave of absence shall be taken in a three year period and a leave of absence shall not normally be granted for two consecutive years. A probationary appointment shall be extended for the amount of time the probationary employee is on full or partial leave of absence.
- 29.614 Salary, holidays, paid leaves and benefits shall be prorated based on the time required in a full time contract, and as determined by the Human Resource Management Department. The employee may receive full insurance benefits provided the employee pays the difference between the prorated entitlement and the full premium.
- 29.615 Leave of absence equalling one term or less per academic year shall not constitute a break in service for the purpose of salary step advancement (see Article 27.122).

29.62 Parental leaves without pay for a reasonable period not to exceed six months, of which at least three months must occur after the birth or adoption of a child, will be granted by Management upon written request by a faculty or Professional Support Staff and shall be considered unpaid leave. Absences due to medical complications affecting the Faculty or Professional Support Staff's ability to work shall be considered under the sick leave provisions in Article 29.2.

29.7 Personal Leave

29.71 An employee shall be granted up to three paid days of personal leave in an academic year.

29.72 Except in an emergency, employees shall submit written requests for such leave at least two weeks in advance, to their Department Administrator for the approval of the Campus Executive Dean/Vice President and the College President. In emergency cases, written requests shall be submitted as soon as possible, either in advance or upon return from leave.

29.73 Except in emergency situations, personal leave shall not be granted during the first week of classes, during finals week, for (a) work day(s) scheduled during a registration period, the day before a College designated holiday or the day after a College designated holiday.

29.74 Up to three days of additional unpaid personal leave may be granted upon the request of the faculty or Professional Support Staff and the approval of the Campus Executive Dean/Vice President. Unpaid leaves of a longer duration shall be processed as full or partial unpaid leaves under Article 29.6.

29.3 In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency beyond Management control, it may become necessary for Management to delay opening and/or close some or all College operations at one or more campuses, centers or other facilities.

29.81 Management will establish a general policy directive supported by procedures to be followed by employees at each College campus, center and other facility. This directive and support information shall be written and distributed to the Federation and all Faculty and Professional Support Staff not later than November 15 of each year.

29.82 Faculty and Professional Support Staff who are required to miss work as the result of a Management directed closure will receive credit for time lost to a maximum of three (3) days during one year.

ARTICLE 30 - PROFESSIONAL LEAVE

- 30.1 The purpose of professional leave is to provide eligible Faculty or Professional Support Staff an opportunity for professional growth and development, thereby enhancing the quality of their future service to the College.
- 30.2 Eligibility - Faculty and Professional Support Staff must meet the following requirements to be eligible for professional leave:
- 30.21 Must have completed six or more fiscal years of employment since appointment as a probationary Faculty or Professional Support Staff, (or since appointment on a temporary contract that was immediately followed by a probationary contract), or since any previous professional leave. Any year in which a Faculty has an unpaid leave of absence of one full term or more, or a Professional Support Staff has a leave of absence of 3 months or more, shall not constitute a completed year of service for purposes of computing eligibility for professional leave.
- 30.22 An academic year in which a Management approved unpaid leave of absence for educational purposes, guest lectureship or a professional faculty exchange program occurs will constitute a completed year of service for purposes of determining eligibility under Article 30.21, provided that no other unpaid leaves of absence of one full term or more occur for Faculty or 3 months or more for Professional Support Staff during that year.
- 30.23 Must be able to complete one academic year of College employment upon return from professional leave before retirement.
- 30.3 Appropriate professional leave activities may include:
- 30.31 Admission to a recognized college, university, or technical school for the purpose of advanced education leading to a higher degree or certificate.
- 30.32 A work experience program designed to update and/or upgrade technical skills related to the Faculty or Professional Support Staff's instructional area, program, discipline or work assignment.

- 30.33 Personal study, research, writing or other project related to Faculty or Professional Support Staff instructional area, program, discipline, or work assignment.
- 30.34 Travel related to the improvement of instructional abilities in the Faculty's instructional area, program, or discipline.
- 30.35 Education and/or other appropriate work experience activities which would enable the Faculty or Professional Support Staff to qualify for another position at the College.
- 30.36 A program designed to meet multiple objectives such as study, research, special project, work experience and/or travel.
- 30.4 Number and Compensation - Faculty
- 30.41 The number of professional leaves in any fiscal year shall not exceed five percent of the total number of continuous appointment Faculty as of July 1 of the fiscal year preceding the fiscal year in which the leaves are to be granted.
- 30.42 Professional leaves may be granted for one, two or three consecutive terms in the same fiscal year. A Faculty on professional leave shall receive payment during the fiscal year of the leave as provided in Articles 30.421, 30.422 and 30.423. Compensation for Teaching Faculty shall include the number of non-teaching contract days proportionate to the length of the leave. Reductions in salary shall be prorated over the entire year. There shall be no reduction in health, dental, prescription, vision care, life insurance, or tuition waivers.
- 30.421 Leave of one term: 85% of scheduled annual salary.
- 30.422 Leave of two terms: 75% of scheduled annual salary.
- 30.423 Leave of three terms: 65% of scheduled annual salary.

30.4) If a Faculty decides not return to the College upon completion of the professional leave, the Faculty shall repay the difference between the amount paid during the year of the leave and the amount actually earned as determined by prorating the Faculty annual salary for the number of days worked during that year.

30.5 Number and Compensation - Professional Support Staff

30.51 The number of professional leaves is limited to a maximum of 5% of continuous appointment Professional Support Staff as of July 1 of the fiscal year preceding the fiscal year in which the leaves are to be granted.

30.52 Professional leaves may be granted for three months, six months, nine months, or one full calendar year with compensation as follows:

30.521 Leave of three months or less = 100% of scheduled annual salary.

30.522 Leave of six months = 85% of scheduled annual salary.

30.523 Leave of nine months = 65% of scheduled annual salary.

30.524 Leave of twelve months = 50% of scheduled annual salary.

30.53 Reductions in salary shall be prorated over the entire year. There shall be no reduction in health, dental, prescription, vision care, life insurance, or tuition waiver.

30.54 If a Professional Support Staff does not return to the College upon completion of the professional leave, the employee must reimburse the College in the manner described in 30.4) for Faculty.

30.6 Application Procedures

30.61 Guidelines, an outline of the approval process, and the proposal format for professional leave applications shall be published and distributed by Management by June 1 of the

fiscal year preceding the application deadline. These may differ for Faculty and Professional Support Staff.

30.62 Applicants may submit their proposals to a Federation Professional Leave Review Committee, appointed by the Federation to assist applicants in the preparation of their professional leave proposals. Any such applications must be submitted to the Federation Review Committee by October 1.

30.63 The formal leave application shall be submitted to the Faculty or Professional Support Staff's Department Administrator according to a proposal format as provided by Management. The applications shall be submitted not later than November 1 of the year preceding the year for which professional leave is requested.

30.64 A list of Faculty and a list of Professional Support Staff applying for professional leave shall be provided the Federation by December 10 of the academic year in which the application was submitted.

30.65 The role of Faculty and Professional Support Staff on any Administrative Professional Leave Review Committee established to review Faculty/Professional Support Staff applications shall be purely advisory in as much as the evaluation and ranking of professional leave proposals is an administrative responsibility.

30.66 Proposals may be returned to applicants for revision at any step of the Management approval process. If either the Faculty or Professional Support Staff or Management desires, either may obtain confirmation of the benefit of a professional leave proposal from outside the College.

30.67 The College President shall determine which applications will be submitted for action by the College Board and shall notify each applicant of approval or non-approval by March 1 of the academic year in which the application was submitted.

30.7 There shall be no changes in the professional leave plan without prior approval of the Department Administrator, Executive Dean/Vice President and the President.

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ARTICLE 31 - DISCIPLINARY PROCEDURES

- 30.71 In the event that a Faculty or Professional Support Staff is unable to complete the professional leave plan, the College is under no obligation to reinstate the Faculty or Professional Support Staff to full employment during the period for which the professional leave was granted. If a revised plan is not approved and if the Faculty or Professional Support Staff does not return to work for the remainder of the professional leave period, the Faculty or Professional Support Staff will be considered to be on an unpaid leave of absence for the period of the professional leave. Salary and benefits will be prorated according to the actual numbers of days (if any) worked at the College. The Faculty or Professional Support Staff will reimburse the College for any excess payments which may have resulted.
- 30.8 The Faculty or Professional Support Staff shall submit a written report within three months of the completion of the professional leave, unless otherwise agreed in writing.
- 30.81 The report shall summarize work completed and how it is to be utilized in the professional assignment of the Faculty or Professional Support Staff.
- 30.82 Copies of the report will be provided to the Department Administrator, the Executive Dean/Vice President, President and to the Federation.
- 30.83 The Faculty or Professional Support Staff will also be available to make a formal presentation(s) of professional leave accomplishments to Management, Faculty, Professional Support Staff and/or the College Board.

- 31.1 Faculty or Professional Support Staff may be subject to corrective discipline for failure to carry out the obligations as described in Article 10 and for other just cause. The Federation and Management agree it is important to the establishment and maintenance of good working relationships that potential disciplinary problems first be addressed through informal discussions between the Faculty or Professional Support Staff and Management.
- 31.2 Suspension or termination of employment can be used for a first offense only in those situations in which such severe sanctions are justified by the extreme and immediate nature of the offense and the circumstances. The College President shall approve any decisions to suspend without pay or to terminate. Such decisions will be subject to the grievance procedure in this Agreement, as indicated in subsections 31.521, 31.612, and 31.623 of this article. The parties agree to take all reasonable steps to expedite the grievance procedure when such discipline is grieved. In all other cases, discipline shall be progressive. Dismissal under the provisions of Article 14.28 of this Agreement is not subject to the requirements of Article 31.2.
- 31.3 Management shall conduct disciplinary sessions in an area away from other employees, students or the public.
- 31.4 Sanctions shall be limited to: written reprimand, suspension with or without pay, and termination. A denial of salary increment (or salary freeze for those Faculty and Professional Support Staff at the top step of the Salary Schedule) relates to unsatisfactory performance (Articles 14.28 & 14.29) and failure to demonstrate progress towards completion of the professional improvement plans identified in Articles 13 & 14 (see also 27.12). The denial of a salary increment/freeze is not included in the provisions for progressive sanctions in Article 31.2.
- 31.5 If Management believes that the conduct of Faculty or Professional Support Staff justifies the imposition of sanctions, the following procedures shall be followed:
- 31.51 Written reprimand shall clearly be labeled as such and delivered to the Faculty and Professional Support Staff, who shall initial a copy to acknowledge receipt prior to its being placed in the Faculty or Professional Support Staff Personnel file. In addition to the right of written response specified in 18.3, the employee may file a

grievance in accordance with Article 13 which shall be settled at or below the level of the College President.

11.511 The reprimand shall be removed from the Faculty or Professional Support Staff's Personnel file at the end of a twelve-month period provided that no other written sanctions have been imposed during that period.

31.52 Suspension With or Without Pay

31.521 Suspension shall be affected by written notice of intent stating the reasons occasioning the sanction and the beginning and ending dates. The Faculty or Professional Support Staff may file a grievance with the Campus Executive Dean (33.33). If the suspension is without pay, the Faculty or Professional Support Staff shall have 10 days in which to present to the campus Executive Dean in writing with a copy to the College President any circumstances of financial hardship before pay is withheld. The College may suspend from duties or implement the suspension of pay at a time it deems appropriate.

31.522 The written notice shall be served personally upon the Faculty or Professional Support Staff or by registered or certified mail to the Faculty or Professional Support Staff's address of record. The notice shall inform the Faculty or Professional Support Staff of the right to file a grievance as per 31.521 within 15 calendar days of the date the notice is sent. The Federation shall receive a copy of such written notice.

31.523 If no other disciplinary action under 31.52 is administered to a Faculty or Professional Support Staff within twenty-four (24) calendar months after severe sanctions are imposed, all references to the sanctions shall be removed from the Personnel file folder at the end of that period.

31.6 Dismissal

31.61 Probationary Faculty or Professional Support Staff: The following procedures shall be followed when a probationary

Faculty or Professional Support Staff is dismissed prior to the termination of the probationary agreement (see Article 9.3 for non-renewal):

31.611 The Faculty or Professional Support Staff shall be given written notice (by certified/registered mail to address of record or by personal service) of Management's intent to dismiss the Faculty or Professional Support Staff. The notice will include the reasons for the contemplated action and the effective date. The notice shall inform the Faculty or Professional Support Staff of the right to file a grievance as per 31.521 within 15 calendar days of the date the notice is sent. The Federation shall receive a copy of such written notice.

31.612 Within 15 days of receipt of the notice, the Faculty or Professional Support Staff may institute the grievance procedure with the campus Executive Dean (33.33).

31.62 Continuous Appointment Faculty and Professional Support Staff

31.621 Dismissal shall be only for just cause.

31.622 The Faculty or Professional Support Staff shall be given written notice (by certified/registered mail to the address of record or by personal service) of Management's intent to dismiss the Faculty or Professional Support Staff. The notice shall include the reasons for the contemplated action and the effective date. The notice shall inform the Faculty or Professional Support Staff of the right to file a grievance as per 31.521 within 15 calendar days of the date the notice is sent. The Federation shall receive a copy of such written notice.

31.623 Within 15 days of receipt of the notice, the Faculty or Professional Support Staff may file a grievance with the campus Executive Dean (33.33).

31.7 Just Cause shall include but not be limited to:

- 31.71 Physical or mental illness which prevents the Faculty or Professional Support Staff from carrying out contract obligations.
- 31.72 Unprofessional conduct, such as conviction of a serious crime, persistent or flagrant disregard of the terms of this agreement, willful falsification of a College record.
- 31.73 Unsatisfactory performance as evidenced by an unsatisfactory evaluation (Article 14.28).

ARTICLE 32 - REDUCTION IN FORCE

- 32.1 For purposes of this article, the term "reduction in force" means the layoff of full-time Faculty and/or Professional Support Staff when Faculty or Professional Support Staff positions are eliminated in the event of (a) a Board declared Collegewide financial shortage or (b) a discontinuance or reduction of programs due either to enrollment decline in a program or to other non-financial reasons.
 - 32.11 The provisions of this article do not apply to special probationary or continuous appointment Faculty and Professional Support Staff, temporary appointment Faculty and Professional Support Staff, nor to the nonrenewal of probationary Faculty and Professional Support Staff appointments.
 - 32.12 This article on reduction in force also excludes the termination of any Faculty or Professional Support Staff for disciplinary or performance related reasons.
 - 32.13 A reduction in force shall be implemented in accordance with the provisions of this article.
- 32.2 Layoff & Notification Procedures
 - 32.21 When, as determined by Management, a reduction in force of Faculty or Professional Support Staff is necessary, representatives of the Federation and representatives of Management shall meet to discuss the necessity for layoffs before any notices of layoff are sent.
 - 32.22 If layoff is implemented, each Faculty or Professional Support Staff selected for layoff shall be notified by management in writing. The Federation shall be provided a copy of the notification letter sent to each Faculty or Professional Support Staff selected for layoff.
 - 32.23 If layoff is for non-financial reasons such as discontinuance or reduction of programs or enrollment decline in a program, notice will be given April 1 to take effect at the start of the fiscal year which is at least 15 months later. Notice of layoff in the event of Board-declared Collegewide financial shortage will provide

at least 90 paid contract days' notice to the affected Faculty or Professional Support Staff. The Faculty or Professional Support Staff will receive paychecks without interruption from the date of notice through the end of the 90 paid contract day period. The Faculty or Professional Support Staff will be scheduled and assigned duties for the 90 paid contract days in accordance with the needs of the College.

32.24 Faculty and Professional Support Staff shall be compensated for the number of days actually worked during the notification period. However, such Faculty and Professional Support Staff may use leave to which entitled under the provisions of Article 29 until the end of the notification period.

32.3 Retention & Layoff Criteria

32.31 After the curriculum and services which will be offered have been determined by Management, the Faculty or Professional Support Staff shall be selected for layoff according to seniority of the Faculty or Professional Support Staff with layoff in reverse order of seniority, subject to 32.31 (1) and (2) below:

- (1) The qualifications of the Faculty or Professional Support Staff to fill the remaining position(s).
- (2) Maintenance of the College's Affirmative Action goals as required by state and federal law.

32.32 Definitions of the criteria listed in 32.31.

- (1) Qualifications: The education and experience required for the position with respect to Teaching Faculty, i.e., that required for "Instructor Approval" in accordance with College Personnel procedures. For some programs, such qualifications shall also include state licensure and industrial certification requirements as part of the qualifications. In the case of Counselors, Librarians and Professional Support Staff, those educational and experience requirements under the current job description(s).

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- (2) Seniority shall be defined as the Faculty or Professional Support Staff's total length of continuous service to the College as a full-time Faculty or Professional Support Staff.

Seniority will be computed and accrue from the Faculty or Professional Support Staff's date of employment in a bargaining unit position as a first year probationary Faculty or Professional Support Staff, and shall continue to accrue during approved paid leaves of absence. Effective July 1, 1987, a Faculty or Professional Support Staff's seniority date shall be reduced by one year for any unpaid leave of absence (for other than educational purposes) of two terms (or 120 contract days) or more in the same academic year, or for one term (or 60 contract days) in two consecutive years. For purposes of 32.32(2), no unpaid leave of absence of one term (or 60 contract days) or more shall be counted more than once.

32.4 Relocation within the layoff notification period.

32.41 Upon the written request of a Faculty or Professional Support Staff who received a layoff notice in accordance with Article 32.22, submitted to the Director of Employee Relations, Management will attempt to transfer the Faculty or Professional Support Staff to a vacant bargaining unit position for which the Faculty or Professional Support Staff is qualified, provided that the vacant position is to be filled.

32.42 In the case of such a transfer a continuous appointment Faculty or Professional Support Staff shall be placed on a probationary appointment and after no more than two years of satisfactory service in the new position, continuous appointment status shall be reinstated.

32.43 Management shall have the sole right to determine whether or not candidates for transfer are qualified and whether or not to select from among the candidates to fill the position. The professional improvement plan as required in Article 13 will address activities designed to enhance the Faculty or Professional Support Staff's competence in the new position.

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32.5 Recall. The provisions of this subsection pertain only to continuous appointment Faculty and Professional Support Staff.

32.51 If a continuous appointment Faculty or Professional Support Staff is terminated under the provisions of this article, the released Faculty or Professional Support Staff's position shall not be filled within a period of three years by a full-time replacement, either temporary or probationary, unless the released Faculty or Professional Support Staff has been offered reappointment and declines it.

32.511 Recall will be in the reverse order of layoff as specified Article 32.3.

32.512 Continuous appointment Faculty on layoff status will be offered the first right of refusal to teach any part-time class which is scheduled and for which the Faculty is qualified, provided that the Faculty advises the appropriate Department Administrators of such interest and availability, and provided that the Faculty gives a timely response to any such offers.

32.52 Faculty and Professional Support Staff on layoff status under the provisions of this article shall have the option to continue the health insurance program at their own expense, for a period of time and under conditions as allowed by the insurance carrier.

32.53 In the event of recall, the College shall notify a Faculty or Professional Support Staff of recall by certified letter return receipt requested to the last address given to the College by the Faculty or Professional Support Staff. The Faculty or Professional Support Staff shall notify the College within 30 calendar days of acceptance or refusal of the position offered.

32.54 Any Faculty or Professional Support Staff who does not accept a recall will lose all further recall rights and will be deemed to have resigned from employment with the College.

32.541 Any Faculty or Professional Support Staff who fails to respond to a recall notice or, having accepted a position with the College, fails to report to work on the date specified in the recall notice shall be terminated from employment with the College.

32.542 Faculty or Professional Support Staff who resign or retire while on layoff status shall no longer be subject to the recall provisions of this article.

32.543 Any Faculty or Professional Support Staff not recalled pursuant to this article within three years of layoff will be deemed to have resigned from College employment.

32.55 Upon reappointment to a full-time bargaining unit position, the following shall apply:

(1) Unused accumulated sick leave (subject to PERS rules and regulations) and professional leave eligibility to which the Faculty or Professional Support Staff was entitled at the time of layoff shall be restored.

(2) Seniority earned to the date of layoff shall be restored. The Faculty or Professional Support Staff shall not earn seniority during layoff status.

(3) Step placement on the Faculty or Professional Support Staff Salary Schedule in existence at the time of recall shall be based on the step placement held at time of layoff and shall be determined as follows:

(a) Faculty or Professional Support Staff who worked only one academic term during the year of layoff shall be placed at a step on the Salary Schedule which represents the same or not less than the salary held at the time of layoff.

(b) Faculty or Professional Support Staff who worked at least two full academic terms (or 120 contract days) during the year of layoff shall be placed at a step on the Salary Schedule which represents a one step advancement from the salary held at the time of layoff.

ARTICLE 33 - GRIEVANCE PROCEDURE

33.1 Definitions and General Provisions

- 33.11 Grievance: A grievance is an allegation that a specific and identifiable section of this Agreement has been violated.
- 33.111 Allegations or complaints of unlawful discrimination as listed in Article 3.1 of this Agreement are excluded from this procedure and will be processed through the College discrimination complaint procedures as specified in Article 3 of this Agreement or the appropriate state and federal agencies.
- 33.12 Grievant: Any Faculty or Professional Support Staff or group of Faculty or Professional Support Staff or the Federation who alleges a violation of the terms and conditions of this Agreement and thereupon initiates grievance procedures.
- 33.13 Parties Directly Involved: Shall include the grievant, any Management official who rendered a decision on the grievance, the Federation representative, and the Director of Employee Relations, who is the Management Contract Administration Officer.
- 33.14 "Days" as used herein shall mean Monday through Friday, excluding College holidays and scheduled breaks between academic terms during the twelve month academic year, and shall not include the day on which a grievance is presented or appealed or decision rendered.
- 33.15 Federation representative shall be the Faculty or Professional Support Staff designated by the Federation to represent its interests and to represent the grievant. The grievant and the authorized Federation representative shall be permitted to attend meetings with Management for the purposes of adjusting grievances under this article at times that do not interfere with their established work schedules.
- 33.16 The written statement of grievance shall include the article(s) of the contract alleged to have been violated, the factual details of the violation, the requested remedy(s), and shall be signed by the grievant.

33.17 Copies of the grievance statement shall be provided to the Federation representative and the Director of Employee Relations as a part of the grievance filing process. This statement shall be the basis for the formal consideration at each step in the formal grievance procedure and shall not be materially altered when presented at subsequent steps in the formal process unless new facts or evidence appears.

33.18 Timelines may be extended by mutual agreement. The agreement must be in writing and include the dates to which the timelines have been extended. It will be signed by the Management supervisor involved or the Director of Employee Relations and the Federation representative or the grievant. If either party fails to comply with the timelines established in this article, the grievance shall proceed to the next step except as follows:

- a) If the President defaults on the timelines as specified in Article 33.34 and 33.54, the grievance may proceed to arbitration under the provisions of Article 33.61.
- b) If the Federation defaults on the timelines for arbitration as specified in Article 33.61, the grievance shall be settled.

33.2 Informal Grievance Procedure

Preamble: The Federation and Management agree that every attempt should be made to resolve differences informally.

33.21 Grievant(s) shall meet with the immediate Management supervisor to informally discuss the potential grievance. The informal process for the Federation or a group of employees with different supervisors shall be a discussion of the potential grievance at a contract administration meeting called for that purpose.

33.22 If the grievance is not settled informally, grievant may use the formal procedure.

33.3 Formal Grievance Procedure (Individual Grievance)

33.31 The formal written statement of grievance (which meets the requirements of Article 33.16) shall be submitted to grievant's immediate Management supervisor within twenty-two (22) days of the event which is the subject of

the grievance or knowledge thereof. A copy shall be provided to the Federation and to the Director of Employee Relations.

A meeting between the immediate Management supervisor and the grievant shall occur within five (5) days of the request for meeting. The immediate Management supervisor shall answer in writing within five (5) days after such meeting, providing copies to all parties directly involved (33.13). The answer shall include a definitive decision and the rationale for the decision.

33.32 If the grievant is not satisfied with the action taken by the immediate Management supervisor, the grievant may within five (5) days, submit the grievance to the Associate Dean/Director. Within five (5) days of receiving the statement of grievance, the Associate Dean/Director shall meet with the grievant. The written decision of the Associate Dean/Director shall be sent to all parties directly involved (see 33.13) within five (5) days of the meeting with the grievant.

33.33 If the grievant is not satisfied with the action taken by the Associate Dean/Director, the grievant may within five (5) days submit the grievance to the Executive Dean/Vice President. Within five (5) days of receiving the statement of grievance, the Executive Dean/Vice President shall meet with the grievant. The written decision of the Executive Dean/Vice President shall be sent to all parties directly involved (see 33.13) within ten (10) days of the initial meeting with the grievant.

33.34 If the grievant is not satisfied with the action taken by the Executive Dean/Vice President, the grievant may within five (5) days submit the grievance to the President. The same procedures shall be applied here as are applied to section 33.33 above for the Executive Dean/Vice President.

33.4 Formal Grievance Procedure for a Group of Faculty or Professional Support Staff with Different Supervisors or the Federation.

33.41 The written grievance shall be submitted to the Director of Employee Relations and to the Federation (if the Federation is not the grievant) within twenty-two (22) days of the event which is the subject of the grievance or knowledge thereof. The grievance statement shall meet the

requirements of Article 33.16 of this Agreement.

33.42 A meeting with the Director of Employee Relations, the executive officers involved, and the grievants shall take place within ten (10) days of the receipt of the written grievance.

33.43 The Director of Employee Relations shall issue a written response within fifteen (15) days of the meeting with copies to all parties directly involved (see 33.13).

33.44 If the grievants are not satisfied with the decision, they may elect to appeal the decision to the College President under the provisions of Article 33.34 of this Agreement.

33.5 Arbitration

33.51 If the grievant(s) is (are) not satisfied with the action taken by the President, the Federation may within fifteen (15) days submit the grievance to binding arbitration.

33.52 The arbitrator shall be appointed by mutual consent of the parties and shall arbitrate utilizing the rules of the American Arbitration Association. The parties shall attempt to agree on an arbitrator in each case. If the parties are unable to agree upon an arbitrator within ten (10) days after arbitration is invoked, they then shall jointly petition the State Employment Relations Board for a panel of arbitrators. If the parties agree that they do not want to strike from the list provided by the Employment Relations Board, the parties may agree to request additional lists from the Employment Relations Board or to request a list from another arbitration service. The parties shall select a single arbitrator from such panel by alternately striking names. The parties will schedule the arbitration hearing as soon as possible. Seven (7) days notice will be given all parties of the time and place of the hearing.

33.53 Before the arbitration hearing, the parties will attempt to agree on a procedure for the exchange of the names of anticipated witnesses and anticipated exhibits.

33.54 The arbitrator will decide only the issue presented by the original grievance unless otherwise agreed to by the parties. The decision of the arbitrator shall be

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consistent with the terms of this Agreement and shall be final and binding upon both parties and upon the grievant to the extent that it is within his authority. The arbitrator shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any of the provisions of this Agreement. Within twenty-five (25) days after completion of the hearing, the arbitrator shall render a decision.

33.541 In cases involving suspension or termination, the arbitrator may award backpay to accompany an order of reinstatement. However, in no case may the arbitrator direct that a probationary Faculty or Professional Support Staff be reappointed beyond the contract year in which the discipline was imposed, nor may the arbitrator award continuous appointment.

33.542 When a dispute arises between the parties as to whether or not a grievance is arbitrable, the arbitrator shall first hear and rule on the arbitrability before hearing and ruling on the merits of the grievance. If the arbitrator rules that the dispute is arbitrable, the hearing on the merits of the grievance shall be held as soon thereafter as possible.

33.55 Expenses incident to the services of the arbitrator shall be borne equally by the parties hereto. It is further agreed that the above grievance-arbitration procedure shall be and the same hereby is the sole method of settling disputes, differences or controversies arising between the parties hereto or between a Faculty or Professional Support Staff and the Board unless specifically stipulated otherwise elsewhere in the agreement, and it is further agreed that the employees covered hereunder shall be bound by any decisions, determinations, agreements, or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure.

ARTICLE 34 - FUNDING

The parties recognize that revenue needed to fund the salaries and other financial benefits provided by this Agreement must be approved by legally established budget procedures and in certain circumstances by vote of the citizens of the Portland Community College District.

All such payments are therefore contingent upon sources of revenue and, where applicable, voter approval. The Board agrees to include in its budget amounts sufficient to fund the compensation provided by this Agreement unless sufficient revenues are not made available to the College. The Board has no intention of reducing the compensation specified in this Agreement because of budgetary limitation, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

ARTICLE 35 - UNINTERRUPTED EDUCATIONAL SERVICES

- 35.1 The Board and the Federation shall use their best efforts to avoid any interruption of educational services provided by Portland Community College. Neither the Federation nor Faculty and Professional Support Staff shall cause or engage in any work stoppage or concerted avoidance of work during the term of this Agreement. The Board shall not engage in any lockout of employees during the term of this Agreement. The Federation and its members shall not cause, engage in or sanction any picketing or other public disturbance on College property during the term of this Agreement.
- 35.2 There shall be no strike, or interruption of work or picketing on College property by Faculty and Professional Support Staff or Federation during the term of this Agreement because of any dispute or disagreement between any other persons (or members of other employees unions or associations or labor groups) who are not parties to this Agreement. However, in the event of a strike by classified employees of the college, no Faculty or Professional Support Staff who is covered by this Agreement will be required to perform work which was previously performed by classified employees and not by such Faculty or Professional Support Staff.

ARTICLE 36 - MISCELLANEOUS

- 16.1 Under established procedures, management shall provide voluntary payroll deductions for approved tax sheltered annuities, life insurance, Portland Teachers Credit Union, United Good Neighbors and others mutually agreed upon.
- 16.2 This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of Portland Community College which are contrary to or inconsistent with its terms.
- 16.3 This Agreement constitutes the entire negotiated agreement between the parties and may be altered, changed, added to, deleted from or modified only by mutual consent of the parties in a written signed amendment. This Agreement supercedes all individual employment contracts signed prior to the effective date of this Agreement.
- 16.4 The parties agree that negotiations will not be reopened on any item during the life of this Agreement except under the provisions of the savings clause in this Agreement (16.5) or by mutual consent.
- 16.5 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Federation the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- 16.6 The parties agree to meet not later than October 10, 1991 to adopt ground rules for the negotiation of an Agreement which will commence September 1, 1992. Negotiations will be conducted during Fall term 1991 after the ground rules are adopted. The Federation will notify the Management contract administration officer of the names of Faculty negotiation team members by the preceding May 1 to provide adequate time to make arrangements for replacement Faculty. The Federation shall notify the Management contract administration officer immediately of any subsequent changes in Federation team membership necessitated by unforeseen circumstances.
- 16.7 The parties agree to apply the terms and conditions of this Agreement in a fair and equitable manner.

ARTICLE 37 - TERM OF AGREEMENT

This Agreement shall be in effect from September 1, 1989 through August 31, 1992.

Signed this 15th day of June, 1989.

PORTLAND COMMUNITY COLLEGE
FACULTY FEDERATION

Robert C. Canella
ROBERT CANDELLA
PRESIDENT

Steve Care
STEVE CARE
CHIEF NEGOTIATOR

PORTLAND COMMUNITY COLLEGE
DISTRICT

Norma Jean Germond
NORMA JEAN GERMOND
CHAIR OF THE BOARD

Daniel F. Moriarty
DANIEL F. MORIARTY
PRESIDENT

Beverly R. Hooten
BEVERLY R. HOOTEN
CHIEF NEGOTIATOR

FACULTY NEGOTIATION TEAM:

H. Thome Gillespie
Robert Nightingale
Sue O'Rielly
Patricia Whitney
Sharon Williamson

MANAGEMENT NEGOTIATION TEAM:

Susan Bach
Craig Bell
Robert Palmer
Stan Rodier
Elizabeth Ruff

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APPENDIX A
FACULTY CONTINUOUS APPOINTMENT CONTRACT

BY THIS CONTRACT between Portland Community College (herein referred to as college) and _____ (herein referred to as faculty member), the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member and hereinafter referred to as "the Agreement."
2. College hires faculty member on continuous appointment to work as a _____ according to the job description set forth in the Agreement.
3. Employment commences: _____.
4. The faculty member shall work 180 days annually which shall be scheduled in three consecutive terms unless mutually agreed to be otherwise.
5. The faculty member's salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for _____ through _____ will be \$_____, the monthly salary rate for _____ through _____ will be \$_____, the monthly salary rate _____ through _____ will be \$_____.
6. Increases in each subsequent year shall be in accordance with the provisions of Article 27 of the Agreement negotiated with the Federation for the year.
7. In the event that the contract is terminated before the completion of 180 days, or if the faculty member fails to complete 180 days during a contract year, the total compensation will be reduced in proportion to the number of contract days completed, divided by 180.
8. Dated: _____ PORTLAND COMMUNITY COLLEGE

By: _____
President

Executive Officer

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain a copy for your files.

9. Accepted this _____ day of _____, 19____.

FACULTY MEMBER

APPENDIX A-1

PROFESSIONAL SUPPORT STAFF CONTINUOUS APPOINTMENT CONTRACT

By THIS CONTRACT between Portland Community College (herein referred to as College) and _____ (herein referred to as employee), the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the employee and hereinafter referred to as "the Agreement."
2. College hires employee on continuous appointment to work as a _____ according to the job description as provided by the College.
3. Continuous appointment commences: _____
4. The anticipated work year is _____ days during the academic year as scheduled by the College.
5. The employee's salary shall be in accordance with Article 27 of the Faculty Agreement and the PSS Salary Schedule. The salary shall be based on the annual rate (234 days) of \$ _____, adjusted proportionately for a shortened work year and paid in equal monthly installments.
6. In the event that the contract is terminated before the completion of the specified days, or if the employee fails to complete the specified days during a contract year, the total compensation will be reduced in proportion to the number of contract days completed.
7. Dated: _____ PORTLAND COMMUNITY COLLEGE

By: _____
 President

 Executive Officer

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain copy for your files.

8. Accepted this _____ day of _____, 19____.

 Professional Support Staff Employee

APPENDIX B
 FACULTY PROBATIONARY APPOINTMENT CONTRACT

BY THIS CONTRACT between Portland Community College (herein referred to as college) and _____ (herein referred to as faculty member), the parties agree as follows:

1. This contract is subject to the provisions of the agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member and which is hereinafter referred to as "the agreement."
2. College hires faculty member on probationary appointment to work as a _____ according to the job description set forth in the agreement.
3. Employment commences _____ and terminates _____.
4. This is the _____ probationary year of employment under Article 9 of the agreement.
5. The faculty member shall work 180 days annually which shall be scheduled in three consecutive terms unless mutually agreed to be otherwise.
6. The faculty member's salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for _____ through _____ will be \$ _____ the monthly salary rate for _____ through _____ will be \$ _____ the monthly salary rate for _____ through _____ will be \$ _____.
7. Increases in each subsequent year shall be in accordance with provisions of Article 27 of the Agreement negotiated with the Federation for that year.
8. In the event that the contract is terminated before the completion of 180 days, or if the faculty member fails to complete 180 days during a contract year, the total salary will be reduced in proportion to the number of contract days completed divided by 180.
9. Dated: _____ PORTLAND COMMUNITY COLLEGE

By: _____
 President

 Executive Officer

This contract offer is void unless returned to the College Human Resource Management office later than 30 days from the above date. Retain copy for your files.

10. Accepted this _____ day of _____, 19____.

 FACULTY MEMBER

APPENDIX B-2

PROFESSIONAL SUPPORT STAFF PROBATIONARY APPOINTMENT CONTRACT

BY THIS CONTRACT between Portland Community College (herein referred to as College) and _____ (herein referred to as employee), the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the employee and which is hereinafter referred to as "the Agreement."
2. College hires employee on probationary appointment to work as a _____ according to the job description as provided by the College.
3. Employment commences _____ and terminates _____.
4. This is the _____ probationary year of employment under Article 9 of the Agreement.
5. The anticipated work year is _____ days during the academic year as scheduled by the College.
6. The employee's salary shall be in accordance with Article 27 of the faculty Agreement. The salary shall be based on the annual rate (234 days) of \$ _____, adjusted proportionately for a shortened work year, and paid in equal monthly installments.
7. In the event that the contract is terminated before the completion of the specified days, or if the employee fails to complete the days specified during a contract year, the total salary will be reduced in proportion to the number of contract days completed.
8. Dated: _____ PORTLAND COMMUNITY COLLEGE

By: _____
 President

 Executive Officer

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain copy for your files.

9. Accepted this _____ day of _____, 19____.

PROFESSIONAL SUPPORT STAFF EMPLOYEE

APPENDIX C
 FACULTY SPECIAL CONTINUOUS APPOINTMENT CONTRACT

BY THIS CONTRACT between Portland Community College (herein referred to as College) and _____ (herein referred to as faculty member), the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member and hereinafter referred to as "the Agreement."
2. College hires faculty member on continuous appointment to work as a _____ according to the job description set forth in the Agreement.
3. This contract is conditioned on the existence of funding for the _____ program from _____ non-general fund source and may be terminated at any time by the College if such funding is terminated or reduced.
4. Employment commences _____.
5. The faculty member shall work 180 days during the academic year which shall be scheduled in three consecutive terms unless mutually agreed to be otherwise.
6. The faculty member's salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for _____ through _____ will be \$ _____, the monthly rate for _____ through _____ will be \$ _____, the monthly rate for _____ through _____ will be \$ _____.
7. Increases in each subsequent year shall be in accordance with the provisions of Article 27 of the Agreement. In the event the contract is terminated under paragraph 3 above, or if the faculty member fails to complete 180 days, the total compensation will be reduced in proportion to the number of contract days completed divided by 180.
8. Dated _____ PORTLAND COMMUNITY COLLEGE

By: _____
 President

 Executive Officer

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain copy for your files.

9. Accepted this _____ day of _____, 19____.

Faculty Member

APPENDIX C-3

PROFESSIONAL SUPPORT STAFF SPECIAL CONTINUOUS APPOINTMENT CONTRACT

BY THIS CONTRACT between Portland Community College (herein referred to as College) and _____ (herein referred to as employee), the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the employee and hereinafter referred to as "the Agreement."
2. College hires employee on continuous appointment to work as a _____ according to the job description as provided by the College.
3. This contract is conditioned on the existence of funding for the _____ program from _____ non-general fund source and may be terminated at any time by the college if such funding is terminated or reduced.
4. Special continuous appointment commences: _____
5. The anticipated work year is _____ days during the academic Year as scheduled by the College.
6. The employee's salary shall be in accordance with Article 27 of the Faculty Agreement and the PSS Salary schedule. The salary shall be based on the annual rate (234 days) of \$ _____, adjusted proportionately for a shortened work year and paid in equal monthly installments.
7. In the event that the funding or the program is discontinued before the completion of the designated number of working days, this contract shall be terminated. If this contract is terminated for any reason, or if the employee fails to complete the specified days, the total salary will be reduced in proportion to the number of contract days completed.
8. Dated: _____ PORTLAND COMMUNITY COLLEGE

By: _____
 President

 Executive Officer

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain copy for your files.

9. Accepted this _____ day of _____, 19____.

PROFESSIONAL SUPPORT STAFF EMPLOYEE

APPENDIX D

FACULTY SPECIAL PROBATIONARY APPOINTMENT CONTRACT

BY THIS CONTRACT between Portland Community College (herein referred to as college) and _____ (herein referred to as faculty member), the parties agree as follows:

1. This contract is subject to the provisions of the agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member and which is hereinafter referred to as "the Agreement."
2. College hires faculty member on probationary appointment to work as a _____ according to the job description set forth in the Agreement.
3. This contract is conditioned on the existence of funding for the _____ program fund _____ non-general fund source and may be terminated at any time by the college if such funding is terminated or reduced.
4. Employment commences _____ and terminates _____.
5. The faculty member shall work 180 days during the academic year which shall be scheduled in three consecutive terms unless mutually agreed to be otherwise.
6. This is the _____ probationary year of employment out of required or under Article 9 of the Agreement.
7. The faculty member's salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for _____ through _____ will be \$ _____, the monthly rate for _____ through _____ will be \$ _____, the monthly rate for _____ through _____ will be \$ _____.
8. Increases in each subsequent contract year shall be in accordance with the provisions of Article 27 of the Agreement. In the event that the contract is terminated before the completion of 180 days, or if the faculty member fails to complete 180 days during a contract year, the total salary will be reduced in proportion to the number of contract days completed divided by 180.

9. Dated: _____ PORTLAND COMMUNITY COLLEGE
 By: _____
 President

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain copy for your files.

10. Accepted this _____ day of _____, 19____.

FACULTY MEMBER

APPENDIX D-4

PROFESSIONAL SUPPORT STAFF SPECIAL PROBATIONARY APPOINTMENT CONTRACT

BY THIS CONTRACT between Portland Community College (herein referred to as College) and _____ (herein referred to as employee), the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the employee and which is hereinafter referred to as "the Agreement."
2. College hires employee on probationary appointment to work as a _____ according to the job description as provided by the College.
3. This contract is conditioned on the existence of funding for the _____ program fund _____ non-general fund source and may be terminated at any time by the College if such funding is terminated or reduced.
4. Employment commences _____ and terminates _____.
5. The anticipated work year is _____ days during the academic year as scheduled by the College.
6. This is the _____ probationary year of employment under Article 9 of the Agreement.
7. The employee's salary shall be in accordance with Article 27 of the Faculty Agreement, and the PSS salary schedule. The salary shall be based on the annual rate (224 day) of \$ _____, adjusted proportionately for a shortened work year and paid in equal monthly installments.
8. In the event that the funding of the program is discontinued before the completion of the designated number of working days this contract shall be terminated. If this contract is terminated for any reason, or if the employee fails to complete the specified days, the total salary will be reduced in proportion to the number of contract days completed.
9. Dated: _____

PORTLAND COMMUNITY COLLEGE

By: _____
President

Executive Officer

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain copy for your files.

10. Accepted this _____ day of _____, 19____.

PROFESSIONAL SUPPORT STAFF

APPENDIX E
FACULTY TEMPORARY CONTRACT

BY THIS CONTRACT between Portland Community College (herein referred to as College) and _____ (herein referred to as faculty member), the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member and which is hereinafter referred to as "the Agreement."
2. College hires faculty member on temporary appointment to work as a _____ according to the job description set forth in the Agreement.
3. This contract (a) is renewable only as described under Article 9.51 and may be terminated at the discretion of the College; and (b) is conditioned on the following special conditions: _____
4. Employment commences _____ and terminates _____. This is a temporary appointment, and the time is not applicable toward probationary or continuous appointment contract status except as detailed in Article 9.53.
5. The faculty member shall work 180 days during the term of this contract according to a work schedule assigned by the College.
6. The faculty member's salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for _____ through _____ will be \$ _____, the monthly rate for _____ through _____ will be \$ _____. The monthly rate for _____ through _____ will be \$ _____. In the event that the funding of the _____ program is discontinued before the completion of the designated number of working days, or if the faculty member fails to complete 180 days during this contract year, this contract will be terminated and the total compensation will be reduced in proportion to the number of contract days completed divided by 180.
7. Dated: _____ PORTLAND COMMUNITY COLLEGE

By: _____
President

Executive Officer

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain copy for your files.

8. Accepted this _____ day of _____, 19____.

FACULTY MEMBER

**APPENDIX E-5
PROFESSIONAL SUPPORT STAFF TEMPORARY CONTRACT**

BY THIS CONTRACT between Portland Community College (herein referred to as college) and _____ (herein referred to as employee), the parties agree as follows:

- This contract is subject to the provisions of the agreement between Portland Community College and the Portland Community College Faculty Federation, Local 2277, a copy of which is herewith provided the employee and which is hereinafter referred to as "the Agreement."
- College hires employee on temporary appointment to work as _____ according to the job description provided by the College.
- This contract (a) is renewable only as described under Article 9.51 of the Faculty Agreement and may be terminated at the discretion of the college; and (b) is conditioned on the following special conditions:

- Employment commences _____ terminates _____
This is a temporary appointment, and the time is not applicable toward probationary or continuous appointment contract status except as detailed in Article 9.53 of the Faculty Agreement.
- The anticipated work year is _____ days during the term of this contract according to a work schedule assigned by the College.
- The employee's salary shall be in accordance with Article 27 of the Faculty Agreement and the PSS salary schedule. The salary shall be based on the annual (234 day) rate of \$ _____ and adjusted proportionately for a shortened work year and paid in equal monthly installments. In the event that the funding of the _____ program is discontinued before the completion of the designated number of working days, this contract shall be terminated. If this contract is terminated for any reason, or if the employee fails to complete the specified days during this contract year, this contract will be terminated and the total compensation will be reduced in proportion to the number of contract days completed.
- Dated: _____

PORTLAND COMMUNITY COLLEGE

By: _____

President

Executive Officer

This contract offer is void unless returned to the College Human Resource Management office no later than 30 days from the above date. Retain copy for your files.

I, _____, Accepted this _____ day of _____, 19____.

PROFESSIONAL SUPPORT STAFF EMPLOYEE

FACULTY SALARY SCHEDULE

Schedule	1989-90		1990-91		1991-92	
	I	J	K	L	M	N
Effective Pay Date	9/1/89 10/1/89	10/1/90 11/1/90	9/1/90 10/1/90	10/1/91 11/1/91	9/1/91 10/1/91	10/1/92 11/1/92
Yr.	1. 24,000.00	24,500.00	24,500.00	25,000.00	25,000.00	25,500.00
Mo.	2,000.00	2,041.67	2,041.67	2,083.33	2,083.33	2,125.00
Day	133.33	136.11	136.11	138.89	138.89	141.65
Yr.	2. 25,000.00	25,500.00	25,500.00	26,000.00	26,000.00	26,500.00
Mo.	2,083.33	2,125.00	2,125.00	2,166.67	2,166.67	2,208.33
Day	138.89	141.67	141.67	144.44	144.44	147.22
Yr.	3. 26,000.00	26,500.00	26,500.00	27,000.00	27,000.00	27,500.00
Mo.	2,166.67	2,208.33	2,208.33	2,250.00	2,250.00	2,291.67
Day	144.44	147.22	147.22	150.00	150.00	152.78
Yr.	4. 27,000.00	27,500.00	27,500.00	28,000.00	28,000.00	28,500.00
Mo.	2,250.00	2,291.67	2,291.67	2,333.33	2,333.33	2,375.00
Day	150.00	152.78	152.78	155.56	155.56	158.33
Yr.	5. 28,000.00	28,500.00	28,500.00	29,000.00	29,000.00	30,000.00
Mo.	2,333.33	2,375.00	2,375.00	2,416.67	2,416.67	2,500.00
Day	155.56	158.33	158.33	161.11	161.11	166.67
Yr.	6. 29,000.00	29,500.00	29,500.00	30,000.00	30,000.00	31,500.00
Mo.	2,416.67	2,458.33	2,458.33	2,500.00	2,500.00	2,625.00
Day	161.11	163.89	163.89	166.67	166.67	175.00
Yr.	7. 30,000.00	30,500.00	30,500.00	31,000.00	31,000.00	33,000.00
Mo.	2,500.00	2,541.67	2,541.67	2,583.33	2,583.33	2,750.00
Day	166.67	169.44	169.44	172.22	172.22	182.33
Yr.	8. 31,000.00	31,500.00	31,500.00	32,500.00	32,500.00	34,500.00
Mo.	2,583.33	2,625.00	2,625.00	2,708.33	2,708.33	2,875.00
Day	172.22	175.00	175.00	180.56	180.56	181.67
Yr.	9. 32,000.00	32,500.00	32,500.00	34,000.00	34,000.00	36,000.00
Mo.	2,666.67	2,708.33	2,708.33	2,833.33	2,833.33	3,000.00
Day	177.78	180.56	180.56	188.89	188.89	200.00
Yr.	10. 33,000.00	34,000.00	34,000.00	35,500.00	35,500.00	37,500.00
Mo.	2,750.00	2,833.33	2,833.33	2,958.33	2,958.33	3,125.00
Day	183.33	188.89	188.89	197.22	197.22	208.33
Yr.	11. 34,000.00	36,000.00	36,000.00	38,000.00	39,000.00	40,000.00
Mo.	2,833.33	3,000.00	3,000.00	3,166.67	3,166.67	3,333.33
Day	188.89	200.00	200.00	211.11	211.11	222.22
Yr.	12. 37,000.00	38,000.00	39,000.00	39,500.00	41,000.00	43,000.00
Mo.	3,083.33	3,166.67	3,250.00	3,291.67	3,416.67	3,583.33
Day	205.56	211.11	216.67	219.44	227.78	238.89
Yr.	12L. 38,000.00	38,000.00	39,000.00	39,500.00	41,000.00	43,000.00
Mo.	3,166.67	3,166.67	3,250.00	3,291.67	3,416.67	3,583.33
Day	211.11	211.11	216.67	219.44	227.78	238.89

NOTES: Faculty on step 12 in 1988-89 will receive a \$500.00 longevity bonus payment provided s/he is still an Active employee and being paid by the college as of December 1, 1989. The bonus will be paid by separate check by December 10, 1989.

Appendix G

PROFESSIONAL SUPPORT STAFF
SALARY SCHEDULE

LEVEL I	1989-90	1990-91	1991-92
SCHEDULE Effective Pay Date:	A 9/1/89 10/1/89	B 9/1/90 10/1/90	C 9/1/91 10/1/91
Yr. Mo. Day	1. 21,000.00 1,750.00 89.74	21,200.00 1,766.67 90.60	21,400.00 1,783.33 91.45
Yr. Mo. Day	2. 22,000.00 1,833.33 94.02	22,200.00 1,850.00 94.87	22,400.00 1,866.67 95.73
Yr. Mo. Day	3. 23,000.00 1,916.67 98.29	23,200.00 1,933.33 99.15	23,400.00 1,950.00 100.00
Yr. Mo. Day	4. 24,000.00 2,000.00 102.56	24,200.00 2,016.67 103.42	24,400.00 2,033.33 104.27
Yr. Mo. Day	5. 25,000.00 2,083.33 106.84	25,200.00 2,100.00 107.69	25,400.00 2,116.67 108.55
Yr. Mo. Day	6. 26,000.00 2,166.67 111.11	26,200.00 2,183.33 111.97	26,400.00 2,200.00 112.82
Yr. Mo. Day	7. 27,000.00 2,250.00 115.38	27,200.00 2,266.67 116.24	27,400.00 2,283.33 117.09
Yr. Mo. Day	8. 28,000.00 2,333.33 119.66	28,200.00 2,350.00 120.51	28,400.00 2,366.67 121.37
Yr. Mo. Day	9. 29,000.00 2,416.67 123.93	29,200.00 2,433.33 124.79	29,400.00 2,450.00 125.64
Yr. Mo. Day	10. 30,000.00 2,500.00 128.21	30,200.00 2,516.67 129.06	30,400.00 2,533.33 129.91

NOTES:

- Professional Support Staff shall progress from their step placement on the 1988-89 PSS salary schedule to the next step on the 1989-90 schedule.
- Professional Support Staff who reach step 10 in year 2 shall receive a \$600 longevity bonus year 3, provided the Professional Support Staff are still in active employment and are being paid by the College in December 1, 1991. Bonuses will be paid by special check by December 10, 1991.

Appendix G

PROFESSIONAL SUPPORT STAFF
SALARY SCHEDULE

LEVEL II	1989-90	1990-91	1991-92
SCHEDULE Effective Pay Date:	A 9/1/89 10/1/89	B 9/1/90 10/1/90	C 9/1/91 10/1/91
Yr. Mo. Day	1. 24,000.00 2,000.00 102.56	24,200.00 2,016.67 103.42	24,400.00 2,033.33 104.27
Yr. Mo. Day	2. 25,000.00 2,083.33 106.84	25,200.00 2,100.00 107.69	25,400.00 2,116.67 108.55
Yr. Mo. Day	3. 26,000.00 2,166.67 111.11	26,200.00 2,183.33 111.97	26,400.00 2,200.00 112.82
Yr. Mo. Day	4. 27,000.00 2,250.00 115.38	27,200.00 2,266.67 116.24	27,400.00 2,283.33 117.09
Yr. Mo. Day	5. 28,000.00 2,333.33 119.66	28,200.00 2,350.00 120.51	28,400.00 2,366.67 121.37
Yr. Mo. Day	6. 29,000.00 2,416.67 123.93	29,200.00 2,433.33 124.79	29,400.00 2,450.00 125.64
Yr. Mo. Day	7. 30,000.00 2,500.00 128.21	30,200.00 2,516.67 129.06	30,400.00 2,533.33 129.91
Yr. Mo. Day	8. 31,000.00 2,583.33 132.48	31,200.00 2,600.00 133.33	31,400.00 2,616.67 134.19
Yr. Mo. Day	9. 32,000.00 2,666.67 136.75	32,200.00 2,683.33 137.61	32,400.00 2,700.00 138.46
Yr. Mo. Day	10. 33,000.00 2,750.00 141.03	33,200.00 2,766.67 141.88	33,400.00 2,783.33 142.74

NOTES:

- Professional Support Staff shall progress from their step placement on the 1988-89 PSS salary schedule to the next step on the 1989-90 schedule.
- Professional Support Staff who reach step 10 in year 2 shall receive a \$600 longevity bonus year 3, provided the Professional Support Staff are still in active employment and are being paid by the College in December 1, 1991. Bonuses will be paid by special check by December 10, 1991.

Appendix G

PROFESSIONAL SUPPORT STAFF
SALARY SCHEDULE

LEVEL III	1989-90	1990-91	1991-92
SCHEDULE	A	B	C
Effective:	9/1/89	9/1/90	9/1/91
Pay Date:	10/1/89	10/1/90	10/1/91
Yr.	1. 27,000.00	27,200.00	27,400.00
Mo.	2,250.00	2,266.67	2,283.33
Day	115.38	116.24	117.09
Yr.	2. 28,000.00	28,200.00	28,400.00
Mo.	2,333.33	2,350.00	2,366.67
Day	119.66	120.51	121.37
Yr.	3. 29,000.00	29,200.00	29,400.00
Mo.	2,416.67	2,433.33	2,450.00
Day	123.93	124.79	125.64
Yr.	4. 30,000.00	30,200.00	30,400.00
Mo.	2,500.00	2,516.67	2,533.33
Day	128.21	129.06	129.91
Yr.	5. 31,000.00	31,200.00	31,400.00
Mo.	2,583.33	2,600.00	2,616.67
Day	132.48	133.33	134.19
Yr.	6. 32,000.00	32,200.00	32,400.00
Mo.	2,666.67	2,683.33	2,700.00
Day	136.75	137.61	138.46
Yr.	7. 33,000.00	33,200.00	33,400.00
Mo.	2,750.00	2,766.67	2,783.33
Day	141.03	141.88	142.74
Yr.	8. 34,000.00	34,200.00	34,400.00
Mo.	2,833.33	2,850.00	2,866.67
Day	145.30	146.15	147.01
Yr.	9. 35,000.00	35,200.00	35,400.00
Mo.	2,916.67	2,933.33	2,950.00
Day	149.57	150.43	151.28
Yr.	10. 36,000.00	36,200.00	36,400.00
Mo.	3,000.00	3,016.67	3,033.33
Day	153.85	154.70	155.56

NOTES:

- Professional Support Staff shall progress from their step placement on the 1988-89 P35 salary schedule to the next step on the 1989-90 schedule.
- Professional Support Staff who reach step 10 in year 2 shall receive a \$600 longevity bonus year 3, provided the Professional Support Staff are still in active employment and are being paid by the College in December 1, 1991. Bonuses will be paid by special check by December 10, 1991.

Appendix H

FACULTY EXTENDED SERVICE HOURLY RATE

Schedule	I	J	K	L	M	N
Effective	9/1/89	1/1/90	9/1/90	3/1/91	9/1/91	3/1/92
Pay Date	10/1/89	4/1/90	10/1/90	4/1/91	10/1/91	4/1/92
1.	19.33	19.74	19.74	20.14	20.14	20.54
2.	20.14	20.54	20.54	20.94	20.94	21.35
3.	20.94	21.35	21.35	21.75	21.75	22.15
4.	21.75	22.15	22.15	22.56	22.56	22.96
5.	22.56	22.96	22.96	23.36	23.36	24.17
6.	23.36	23.76	23.76	24.17	24.17	25.38
7.	24.17	24.57	24.57	24.97	24.97	26.58
8.	24.97	25.38	25.38	26.18	26.18	27.79
9.	25.78	26.18	26.18	27.39	27.39	29.00
10.	26.58	27.39	27.39	28.60	28.60	30.21
11.	27.39	29.00	29.00	30.61	30.61	32.22
12.	29.81	30.61	31.42	31.82	33.03	34.64
12L.	30.61	30.61	31.42	31.82	33.03	34.64

NOTE I: The hourly rate will be calculated at 87% of the applicable daily rate in Appendix F divided by 7 hours per day.

NOTE II: Step and schedule placement for extended service is the same the Faculty member has for the regular Faculty Salary Schedule in Appendix F.

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CENTRAL OREGON COMMUNITY COLLEGE BOARD OF DIRECTORS
AND
THE CENTRAL OREGON COMMUNITY COLLEGE FACULTY FORUM

JULY 1, 1988 - JUNE 30, 1992

FACULTY FORUM
COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CENTRAL OREGON COMMUNITY COLLEGE BOARD OF DIRECTORS

AND

THE CENTRAL OREGON COMMUNITY COLLEGE FACULTY FORUM

ARTICLE 1 - RECOGNITION

1.1 Parties to the Agreement

This Agreement is between the Central Oregon Community College Board of Directors (hereinafter called the "Board" or the "College") and the Central Oregon Community College Faculty Forum, (hereinafter called the "Forum"), as the exclusive bargaining agent for members of the bargaining unit [hereinafter called "employee(s)" or "member(s)"] for the purposes of collective bargaining representation, as provided for in ORS 243.650 to ORS 243.782.

1.2 Members of the Bargaining Unit

The faculty bargaining unit shall consist of all regular full-time faculty members employed on an academic year contract approved by the Board. Regular full-time counselors and librarians shall also be included.

1.3 Part-Time Instructors

In addition, part-time faculty members, who are involved in more than eight (8.0) load units of credit classroom teaching, shall be recognized as members of the bargaining unit in line with the provision of 1.3 (a); provided, however, only the following benefits of this Agreement, as specified below, shall apply to them and no other benefits or conditions of this Agreement shall accrue to them:

(a) Part-time faculty shall be recognized as part of the bargaining unit under this Agreement on a quarter-by-quarter basis. Such determination shall be made at the beginning of each quarter. If a part-time member has met these provisions during one (1) quarter, he/she shall retain coverage in the unit until a determination is made in the next quarter that the part-time member no longer qualifies for unit membership. If such determination shows the part-time member to again meet the provisions of 1.3 above, he/she shall retain membership in the bargaining unit. If he/she fails to meet the provisions of 1.3 above at the appropriate time in the next quarter, then he/she will not be in the bargaining unit until a succeeding determination shows him/her to be meeting the provisions of 1.3 above.

(b) Part-time faculty members shall be subject to the provisions of Article 10.

(c) Reduction in Force. In the event the College determines a reduction in force is necessary (as provided in Article 11) part-time faculty in an academic discipline will be laid-off before any full-time faculty in the same academic discipline are laid-off. Laid-off part-time faculty shall have no reemployment rights or property interest in reemployment.

(d) The renewal of a part-time member's employment is entirely at the discretion of the College. Except for the provisions of Article 10, part-time faculty shall have no property interest in their employment with the College.

(e) Part-time members shall be covered under the provisions of Articles 1.5, 2.2, 3, 4, 5 (except any grievance from such member shall end at the Board of Directors' level for all contractual purposes), 8.3 - 8.5 and 14.1. Under 14.1, if the determination of membership in the unit comes so late that the part-time member may not participate, the part-time member shall be allowed the benefits of 14.1 during the next quarter.

(f) Insurance Benefit. The medical and dental portion only of the insurance benefit provided in this Agreement, as Article 9.5, shall apply to the part-time faculty in the bargaining unit under the following provisions:

(i.) In each academic quarter that a part-time instructor is within the bargaining unit, the College will provide ninety percent (90%) of one-half (1/2) the cost of the employe-only portion of the insurance program. Such benefit shall be provided by the College for the term of this Agreement based on a quarter-by-quarter basis as per 1.3 (a).

(ii.) In any quarter the part-time member is not covered by the terms of 1.3 (a) and in the bargaining unit, he/she will be allowed to maintain wholly himself/herself the above insurance benefit provided that this procedure is agreeable with the insurance carrier.

1.4 Exclusions from the Bargaining Unit

Deans, division chairpersons, all persons on a notice of appointment (other than those members covered in 1.3 above), supervisory and confidential employes, and all individuals on the administrative salary schedule shall not be included in the bargaining unit and no provision of the Agreement shall apply to them unless specifically so stated.

1.5 Academic Freedom

The College and the Forum agree that academic freedom is essential to the fulfillment of the purposes of education, and they acknowledge the fundamental need to protect employes from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching and research functions. Thus, (1) a member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his/her other academic duties, and (2) a member is entitled to freedom in the

classroom in discussing the subject(s) he/she is assigned, but he/she will be careful not to introduce into his/her teaching controversial matter which has no relation to the subject of the course.

ARTICLE 2 - FORUM SECURITY

2.1 Dues Deduction

Upon written request, members of the bargaining unit may have regular monthly dues deducted from their paychecks. Such deduction will continue until the College has been notified, in writing, by the member that the deduction is to be changed or terminated. Such dues shall be paid in the aggregate to the Treasurer of the Forum, the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

2.2 Payment in Lieu of Dues

(a) Any member of the bargaining unit who has not requested voluntary deductions of Faculty Forum dues under 2.1 above or who has not certified in writing to the College that he/she has paid such Forum dues directly to the Forum shall be subject to a representation fee as defined in ORS 243.650 (10) and (16) and ORS 243.666 (1) and shall be subject to the provisions of this section.

(b) Such requests for payroll deductions or certification of direct payment of Forum dues shall be made by the fifteenth (15) day of the month following ratification of this Agreement.

(c) The College shall deduct such representation fee, which shall be equal to the total dues paid by Forum Members.

(d) The Forum and members of the bargaining unit agree to indemnify, defend, and hold the College harmless for all actions it takes in connection with the provisions of Sections 2.1 and 2.2 of this Article.

2.3 Nonjeopardy

The College and the Forum recognize the right of each member of the faculty to join or refrain from joining the Forum, and neither the College nor the Forum will discriminate against any employe because of his/her membership or nonmembership in the Forum.

2.4 College Information

Upon written request to the President of the College, signed by the President of the Forum or his/her designee, the College will provide to the Forum a copy of official published records, files, studie and other papers which are public records as well as any other information reasonably needed by the Forum to carry out its responsibilities as bargaining agent but excluding material exempted by Oregon statutes and administrative law. A copy of such information will ordinarily be furnished without charge, but the College reserves the right to make charges reasonably calculated to recover its file search and reproduction cost.

2.5 Forum Communications and Use of College Facilities

(a) The College will designate bulletin board space for the use of the Forum in each of the major academic buildings on the COCC campus for use by the Forum in communicating with employes in the unit.

(b) The Forum will be allowed the use of the facilities of the College for meetings through standard scheduling procedures when such facilities are available and the meetings would not conflict with the business of the College.

(c) The Forum shall have reasonable access of existing telephone services, its intracampus mail distribution facilities, typewriters, computers and the centralized duplicating services of the College. The Forum shall notify appropriate College personnel as to when supplies and services are being used for Forum business and reimburse the College for its use of College

supplies, services, photocopying, postage, and long-distance telephone charges at rates customarily charged by the College. Failure of the Forum to notify the College when services should be charged to the Forum may result in discontinuance of the service.

(d) The Forum President may submit items for a Board meeting agenda provided that a written request, along with any background materials, is filed with the College President one week in advance of the Board meeting.

(e) Copies of the agendas and the minutes of Board meetings will be furnished through the campus mail system to Forum members at the same time as to the Board of Directors.

(f) The College will provide the Faculty with copies of College policy changes which are being considered and which substantively affect faculty positions or significantly affect instruction prior to the Board of Directors meeting where the change is being proposed.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Reservation of Management Rights

The parties to this Agreement recognize that the College retains and reserves to itself all rights, powers, duties, authority and responsibilities conferred on and invested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Education. The parties further recognize that the expressed terms of this Agreement shall be controlling over any College policy, administrative rule and regulation, and individual contract with any member of the bargaining unit which may be, in whole or in part, in conflict with the expressed terms of this Agreement. All management rights not set forth below and those rights not modified or abridged by the expressed terms of this Agreement are reserved to the College.

3.2 Examples

Without limiting the generality of the foregoing, it is expressly recognized that the College's rights and responsibilities include, but are not limited to: The right to administer the College, including the right to employ, assign, transfer, evaluate, promote, demote, suspend, discipline, or discharge any employe and to determine the physical location of individuals, departments, divisions and activities of the educational process of the College.

3.3 Examples

Other examples of management rights include, but are not limited to: Determination of financial policy, including budgeting and accounting procedures and reports; determination of the size and characteristics of the faculty; determination of the work to be done and assignment of work to faculty members, including off-campus assignments which are not inconsistent with this Agreement; determination of degree programs and course and degree requirements; determination of the control and use of College buildings, property, materials, and equipment; and determination of the ancillary services to be rendered by the College.

3.4 College-Forum Meeting

Nothing herein shall prevent the parties from agreeing, from time to time, to meet and discuss matters of mutual concern and interest in an effort to maintain open lines of communications and to foster good relations between the parties.

ARTICLE 4 - NO STRIKES AND LOCKOUTS

4.1 Prohibited Activities

Inasmuch as there are other means, both by law and through this Agreement, for the resolution of disagreements that may from time to time arise during the term of this Agreement, the College and the Forum agree as follows:

(a) During the term of this Agreement, the College shall not, as a result of a dispute with the Forum, deny employment to any member of the Forum nor to any employe covered by the terms of this Agreement. The foregoing shall not be construed to place any limitations or restrictions on the College's right to lay off employes, consistent with the terms of this Agreement.

(b) During the term of this Agreement, the Forum and/or individual employes covered by the terms of this Agreement will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, refusal to report to work, mass absenteeism, or other interruptions or prevention of work or picketing. In the event of a violation of the above by the Forum or by the members of the bargaining unit, the Forum will immediately, upon notification of the College, secure an immediate and orderly return to work.

(c) Notwithstanding the above, the College may also discipline, including discharge, any individual employe involved in any of the above defined activities.

4.2 No Limitations

The obligations of this article shall not be affected or limited by the subject matter involved in the dispute giving rise to the lockout or the work stoppage or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Objective

It is the declared objective of Central Oregon Community College and the Forum to strive for a prompt and orderly resolution of all grievances and to provide an orderly and expeditious procedure for such resolution.

5.2 Grievance Definition

A grievance is hereby defined as a written allegation by a member of the Forum, or the bargaining unit, that there has been a violation or inequitable application of a specific provision(s) of this Agreement by the College.

5.3 Time Limits

(a) For purposes of this grievance procedure only, the term "work days" or "working days" shall mean days when classes or examinations are scheduled in accordance with the official College calendar.

(b) The time limits herein specified shall be binding on all parties.

(c) If a grievant fails to adhere to the time limits for initiating a grievance, the grievance shall be abandoned for all purposes.

(d) If a grievant fails to process a grievance according to the time limits, the grievance shall be resolved for all purposes in accordance with the College's response at the preceding step.

(e) If the College fails to adhere to the time limits, then the grievant may take the grievance up to the next step in accordance with the procedure therein specified.

(f) Time limits may be waived or extended only by written mutual agreement of the grievant and the College and may not be waived or extended by an arbitrator. However, the parties agree to expedite the procedure whenever possible.

5.4 Administrative Channels

(a) The College and the Forum agree that every attempt should be made to resolve grievances through informal meetings and discussions within the established administrative channels.

(b) A faculty member must initiate an alleged grievance by presentation of a College approved Grievance Conference Request Form to his/her immediate supervisor and to the appropriate Dean with a copy to the Forum. If the Forum has an alleged grievance, the Grievance Conference Request Form must be filed with the appropriate Dean or President. This must be done within fifteen (15) working days of the occurrence of the event or condition that gave rise to the alleged grievance or within fifteen (15) working days from the grievant's personal bona fide knowledge of the same.

(c) The faculty member, his/her immediate supervisor (if appropriate), the responsible Dean, and a Forum representative will meet within fifteen (15) working days after the Grievance Conference Request Form is filed, with the purpose of resolving the alleged grievance. Upon mutual agreement of the faculty member, the immediate supervisor, and the appropriate Dean, other persons may be invited to participate in this meeting.

5.5 Contract Step One

(a) If the grievance is not resolved informally according to 5.4, then within fifteen (15) working days, the grievant, or the Forum as grievant, shall reduce the grievance to writing, date and sign it, and include the following: (1) the total specific factual basis of the grievance; (2) the specific individuals involved; (3) the provision or provisions of this Agreement allegedly violated or applied inequitably to him/her; and (4) the specific remedy sought which will resolve the grievance. This first written document

shall contain the full and complete statement of the grievance. After filing, no new allegations may be added. The document may be amended for clarification only.

(b) The Dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original. The Dean shall give a copy of the signed grievance to the grievant.

(c) The Dean shall respond to the grievance to the grievant, in writing, within fifteen (15) working days after receipt of the signed and dated grievance.

5.6 Contract Step Two

(a) If the grievance is not resolved to the satisfaction of the grievant after receipt of the Dean's response in 5.5 (c) above, the grievant may submit the written grievance to the President of the College; provided, however, the written grievance must be filed with the President's Office within fifteen (15) working days after the receipt of the Dean's response.

(b) The President shall give his/her written response to the grievance to the grievant within fifteen (15) working days after his/her receipt of the timely filed Contract Step Two written grievance.

5.7 Contract Step Three

(a) If the grievance remains unresolved to the satisfaction of the grievant after receipt of the President's written response in 5.6 (b) above, the grievant may, within fifteen (15) working days of the receipt of the President's response, submit a written notice to the President requesting that the grievance be arbitrated. The written concurrence of the Forum President is required to process any grievance to arbitration.

(b) Upon receipt of such written request for arbitration, the President and the Forum President, or his/her designee, shall jointly request the

participation of the American Arbitration Association under their Expedited Rules of Arbitration.

(c) The arbitrator shall set a time and place for a hearing on the written grievance mutually satisfactory to the College and the Forum. The arbitration hearing shall be conducted according to the American Arbitration Association's Expedited Rules of Arbitration.

(d) The arbitrator shall hold a hearing on the grievance and, after hearing such evidence as the parties desire to present, and consistent with the terms of this Agreement, the arbitrator shall render a written decision to the parties within thirty (30) calendar days of the hearing. A decision of the arbitrator shall, within the scope of his/her authority as provided below in 5.7 (e) and elsewhere in this Agreement, be binding upon all parties.

(e) The arbitrator shall neither add to, subtract from, nor modify the terms and provisions of this Agreement. The arbitrator shall confine his/her decision solely to the application and/or interpretation of this Agreement and to whether or not it has been violated as alleged in the written grievance.

5.8 Miscellaneous

(a) The names of any witnesses who will be used in arbitration must be made known to the other party at least forty-eight (48) hours prior to the first arbitration hearing. Issues not presented in the first two Contract Steps above (5.5 through 5.6) may not be presented at Contract Step Three (5.7).

(b) All costs and expenses (other than the arbitrator's fees and expenses) including, but not limited to, producing witnesses and evidence, shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence. The fees and other expenses of the arbitrator shall be shared equally by the College and the Forum.

(c) A grievant may be represented at any step of this procedure by himself/herself, or, at his/her option, by a representative of the Forum or a representative of the grievant's choice.

(d) Meetings and hearings called for in this grievance procedure shall be held and conducted in private in order to ensure confidentiality to the grievant; provided, however, the hearing under 5.7 (d) above, may be opened to the public if the grievant submits a written request to the College within ten (10) working days prior to the hearing to hold the hearing in public.

(e) All meetings and hearings held under this grievance procedure shall occur after the regular work day or at other times which do not interfere with assigned duties of faculty; provided, however, the parties may mutually agree to hold the arbitration hearing at a time other than specified herein.

ARTICLE 6 - FACULTY APPOINTMENTS

The individuals who teach at and for Central Oregon Community College are classified as regular faculty members, part-time instructors, or adjunct faculty.

6.1 Part-time Instructors

The College employs, under a notice of appointment, selected individuals for limited instructional services. Persons employed in this category shall be provided benefits under the agreement solely as prescribed in Article 1.3.

6.2 Adjunct Faculty

Adjunct faculty include those individuals appointed for special purposes under a notice of appointment or by a letter of agreement with another agency and who are not classified as regular faculty members. Upon employment of an adjunct faculty member, the College shall have the full right to specify what aspect of this agreement will be available to such adjunct faculty members.

Upon agreement to enter into an adjunct faculty relationship with an individual, the absence of written specifications shall indicate that no aspect of this agreement affects the individual or the association.

6.3 Regular Faculty Members

(a) This category of personnel of the College refers to and is limited to those members whose principal role is providing instructional services on a full-time basis over the full academic year. This category also includes guidance counselors and librarians whose services are provided on a full-time basis over the full academic year, unless they are specifically contracted in another category of personnel. This category of regular faculty member is further subdivided into the following:

(b) Temporary. The individual in this category is appointed for a limited period of time, often a single academic year. Appointment does not, in any way, propose, indicate, or promise a continuation of appointment or a new appointment. A temporary faculty member shall, during the term of his/her individual appointment, be dismissed only for cause. Any appeal by the faculty member of such a dismissal shall solely be processed in accordance with the provisions of 6.9 through 6.18 herein. Notice of nonrenewal is not required for a temporary faculty member. During this appointment, temporary faculty members are expected to participate in all the departmental and professional activities assumed by regular faculty members except when excused by the Dean of Instruction.

(c) Probationary. Appointments to probationary status are for one (1) academic year and are subject to annual renewal solely at the discretion of the College. A probationary faculty member, during the term of his/her individual academic year appointment, shall be dismissed only for cause; any appeal by the faculty member of such a dismissal shall be processed solely in accordance with

the provisions of 6.9 through 6.18 herein. The probationary period at Central Oregon Community College will normally be of five (5) consecutive years in duration, with the understanding that each annual appointment is subject to renewal by the College. Further, in cases where the College finds that a probationary faculty member needs an additional year in which to extend or complete his/her professional competence beyond the completed five (5) academic years, the faculty member's probationary period may then be extended to include a sixth (6) academic year. Completion of a probationary period does not automatically confer, promise, or guarantee that the member shall be elevated to tenured status, nor does completion of the probationary period imply, confer, promise, or guarantee future employment.

(d) Tenured. Faculty members who have been awarded tenure by the College Board of Directors are in this category.

6.4 Policies

The parties to this Agreement agree that the College reserves unto itself the exclusive right to implement or make changes in the applicable policies and regulations dealing with the acquisition of tenure in all of their aspects as the College deems appropriate; provided, however, that such changes:

(a) shall not affect the provisions of 6.3 (c), above, during the term of this Agreement;

(b) shall not affect the provisions of 6.5 through 6.18 below, during the term of this Agreement; and

(c) shall become effective after prior consultation with the Forum through the established formal committee processes of the College or through any other mutually agreed upon process.

6.5 Conditions of Tenured Status

For those faculty members who have achieved tenured status at the time of the execution of this Agreement and for those faculty members who are awarded tenure during the term of this Agreement, only the following provisions of 6.6 through 6.18 shall apply, except as otherwise provided for in this Agreement.

6.6 Renewal

Renewal of tenured appointments become final only through appropriate completion of the contractual form used for that purpose.

6.7 Notice

The President shall give by September 15 written notice to tenured faculty members of not less than one (1) full, nine-month (9) academic year of intention to dismiss.

6.8 Dismissal or Termination

Appointments with tenure will be thus specified until the retirement of a tenured faculty member and, subject to the procedures and provisions specified in 6.9 through 6.18, such tenured appointments are dismissible only for adequate cause or for reasons outlined in Article 11 - Reduction in Force. Termination for tenured faculty members under Reduction in Force shall be solely as provided in Article 11. Adequate cause for the dismissal of a tenured appointment shall be one or more of the following: grave moral delinquency; lack of mental or physical health for the performance of academic responsibilities; professional incompetency; and/or actions which are by their nature so gross as to render the member unfit to remain as an instructor at the College.

6.9 Dismissal Procedure

The steps in the dismissal of certain faculty, which follow below in 6.10 through 6.18, are drawn from long-standing principles recognized by the American Association of University Professors and other organizations as befitting the profession, and they are modified herein to meet the specific purposes and intent of this Agreement.

6.10 Preliminary Proceeding

(a) When the College has reason to question the fitness of a faculty member who has tenure, or a probationary or temporary faculty member whose individual term of appointment has not expired, the appropriate administrative officers shall discuss the matter with the member in a personal conference. The matter may be terminated by mutual consent after such a conference.

(b) If an adjustment does not result from 6.10 (a), then a review committee elected by the faculty, without any representation from the faculty member's discipline, shall informally inquire into the situation to effect an adjustment, if possible, and, if none is effected, to determine whether in its view formal proceedings to consider the member's dismissal should be instituted.

(c) If the review committee recommends that such proceedings should be begun, or, if the President of the College, even after considering a recommendation of the review committee favorable to the faculty member, expresses his/her conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow.

(d) Except where there is disagreement, a statement with reasonable specificity of the grounds proposed for the dismissal should then be jointly formulated by the President and the review committee.

(e) If there is disagreement between the review committee and the President, the President or his/her designee should formulate the statement called for above.

6.11 Commencement of Formal Proceedings

(a) The formal proceedings should be commenced by a communication addressed to the faculty member by the President of the College informing the member of the statement formulated and informing him/her that, if he/she so requests, a hearing to determine whether he/she should be removed from his/her faculty position on the basis of the grounds stated will be conducted by a faculty committee at a specified time and place.

(b) In setting the date of the hearing, the College shall allow sufficient and reasonable time for the member to prepare his/her defense.

(c) The College shall inform the member in writing of the procedural rights that will be accorded him/her at the hearing.

(d) The member shall reply in writing to the President as to whether or not he/she desires a hearing on his/her pending dismissal. If the member requests such a hearing, he/she must, no later than one week prior to the hearing, provide the President a written response to the allegations in the statement of the grounds for his/her dismissal prepared pursuant to 6.10 (d) or 6.10 (e).

6.12 Suspension of a Faculty Member

For the purposes of this Article 6 only, the suspension of a faculty member during the proceedings involving his/her dismissal shall only be justified if immediate harm to the member or to others is created by his/her continuance at work. Such suspension shall be with pay unless legal considerations force the College to suspend the member without pay.

6.13 Hearing Committee

(a) The committee of faculty members to conduct the hearing and to reach a decision should either be an elected standing committee not previously concerned with the instant case or a committee established as soon as possible after the provisions of 6.11 (a) have been followed.

(b) The choice of members of the hearing committee should be made on the basis of their individual objectivity, competence, and the regard in which they are held in the academic community. The committee shall elect its own chairperson who, with the consent of his/her fellow committee members, shall rule on all questions of procedure during the hearing consistent with the provisions herein.

6.14 Hearing Committee Proceedings

(a) The committee shall proceed by considering the statement of the grounds for dismissal already formulated and the faculty member's written response filed pursuant to 6.11 (d).

(b) The committee, in private consultation with the President and the faculty member involved, should exercise its judgment as to whether the hearing should be public or private, but that such determination shall not violate applicable state statutes nor the provisions of 6.15 (c), (e), 6.16 (c) and 6.17, herein.

(c) If on the record before the committee any facts as put forth in the statement for the grounds for dismissal and the member's written response thereto are in dispute, the testimony of witnesses and other evidence concerning the matter may be received by the committee during the course of the hearing.

(d) The President has the option of attendance during the hearing. He/she may also designate an appropriate representative to assist or represent the College in developing and presenting the case against the faculty member.

(e) The committee should determine the order of proceedings, should normally conduct the questioning of witnesses, and, if necessary, should assure the presentation of evidence important to the case. The committee may select other arrangements that it determines will ensure a fair and equitable hearing of the charges.

(f) The faculty member shall have the option of assistance of counsel or other representative of his/her choice, whose functions will be similarly accorded to the representative of the College.

(g) The faculty member shall also have the additional procedural right (from the 1940 Statement of Principles on Academic Freedom and Tenure) of presenting evidence or testimony from teachers and other scholars, either from Central Oregon Community College or from other institutions, if one (1) or the only charge against him/her is professional incompetence.

(h) The faculty member and the College shall have the assistance of the committee when needed in securing the attendance of witnesses at the hearing, consistent with this article. Further, the faculty member, or his/her counsel, and the representative of the College shall have the right, within reasonable limits as provided in this article, to question all witnesses who testify at the hearing.

(i) The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her. However, whenever a witness used by either the faculty member or the College will be unable for good and sufficient reason to be present at the hearing, his/her testimony may be taken by deposition. If either the College or the faculty member exercises its right to secure such

testimony through a deposition, then the party who seeks the deposition shall be obligated to afford the other party the opportunity to be present and participate in the taking of the deposition.

(j) All expenses of bringing a witness to the hearing shall be borne by the party bringing the witness to the hearing. All expenses of the taking of witness' depositions, as provided in 6.14 (i) above, shall be borne by the party who initiated the taking of the deposition, except that the cost of the written deposition itself shall be shared equally by the College and the faculty member if both parties participate in the taking of the deposition. If either party declines to participate with the other in the deposition process, a copy of the deposition used at the hearing shall be given freely to the other party in advance of the hearing. The expenses of the parties participating in the taking of the deposition shall be borne by each side individually and shall not be shared.

(k) All evidence used during the hearing should be duly recorded [but not transcribed, unless the provisions of 6.14 (n), are utilized]. Unless special circumstances warrant, the committee shall conduct the hearing informally without formal rules of court procedure and submission of evidence.

(l) The committee shall give opportunity to the faculty member or his/her counsel and to the representative of the College to argue orally before it.

(m) If written, post-hearing briefs would be helpful to the committee, the committee may request such briefs from both sides and set appropriate time limits for their submission.

(n) The committee may proceed to a decision promptly, without having a record of the hearing made and transcribed, where the committee feels that a just decision can be reached without such a record and transcription thereof,

or it may await the availability of a transcript of the hearing if its decision would be aided thereby. However, both the College and the faculty member shall share equally in the cost of providing the committee with a recording of the hearing, or a transcript of the hearing, or both.

6.15 Consideration by the Hearing Committee

(a) The committee shall reach its decision in conference on the basis of evidence and testimony presented at the hearing and, if applicable, on the basis of post-hearing briefs.

(b) The committee shall reduce its decision to writing, which shall contain explicit findings with respect to each of the grounds of removal presented and a reasoned opinion may be desirable.

(c) Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the Board of Directors of the College.

(d) The President and the faculty member shall each be supplied with a copy of the record and transcript of the hearing, if such were made.

(e) Any eventual release to the public will be made through the President's Office.

6.16 Consideration by the Board of Directors of the College

(a) The President shall transmit to the Board of Directors the full report of the hearing committee.

(b) The Board of Directors may accept the committee's report or the Board may review the case.

(c) If the Board of Directors chooses to review the case, its review shall be in executive session unless the faculty member involved requests in writing that it be held in public session. The Board of Directors' review

shall be based on the record and transcript, if any exists, of the hearing, accompanied by opportunity for argument, oral or written or both, by the faculty member or his/her counsel and the representative of the College.

(d) The Board of Directors shall either sustain the decision of the hearing committee or it shall return the committee's decision back to the committee along with the Board of Directors' specific written objections attached thereto.

(e) If the committee's decision is returned to it, as above, the committee must reconsider its earlier decision, taking into account the Board of Directors' specific objections and taking new evidence, if deemed necessary. The committee shall decide to what extent it needs to take new evidence; if the hearing is reopened thereby, it shall be held promptly and the provisions relating to submission of evidence, witnesses and recording and transcribing of the hearing, shall be in accordance with the applicable provisions above.

(f) As soon as possible after the provisions of 6.16 (e) are completed, the committee must frame its final decision and communicate it in accordance with the provisions of 6.15 (b) through (e), above.

(g) Only after a study of the committee's reconsideration of its original decision may the Board of Directors render a final and binding decision to either sustain the final committee decision or to overrule the final committee decision.

6.17 Publicity

Except for the provisions of 6.14 (b), 6.15 (c), (e), and 6.16 (c), above, and except for such simple announcements as may be required--covering the time of the hearing and similar matters--public statements about the case by either the faculty member or representatives of the College should be avoided as far as possible until the proceedings have been completed.

Announcement of the final and binding decision by the Board of Directors should include a statement of the hearing committee's original decision, and the committee's reconsideration, if applicable, if each or both have not previously been made public.

6.18 Further Appeals

(a) Action taken by the College with regard to the dismissal of a tenured faculty member and the dismissal prior to the expiration of the term of appointment of a probationary or temporary faculty member shall be consistent with the applicable provisions of this Article 6.

(b) For the purposes of this Agreement, appeal by any affected faculty member from such action(s), as referred to in 6.18 (a), above, shall be solely processed in accordance with the provisions of 6.9 through 6.17, herein, and no tenured, probationary, or temporary faculty member may appeal his/her dismissal through the grievance procedure of this Agreement at Article 5.

(c) The parties to this Agreement affirm the right of faculty members referred to above to exercise their right to further actions as may be allowed by law but only following the exhaustion of the appeal processes contained in this Article 6.

6.19 Reduction in Force Removals

Notwithstanding the provisions of this Article 6 and of any other provisions of this Agreement, oral understandings, or prior agreements, the provisions of Article 11 - Reduction in Force, herein, shall be applicable to all full-time members of the bargaining unit without exception and the provisions of Article 11 shall supersede the provisions of this Article 6 in the event of a reduction in force.

ARTICLE 7 - SALARY COMPENSATION

7.1 Salary Schedule for 1988-89

(a) The salary schedule for the first year (1988-89) of this four-year Agreement is listed here and shall be implemented effective July 1, 1988:

Instructor	\$23,000 - \$28,000
Assistant Professor	\$25,000 - \$32,800
Associate Professor	\$28,000 - \$36,500
Professor	\$32,000 - \$40,720

(b) The doctoral impediment shall be at \$38,277 for the 1988-89 academic year (6% below \$40,720).

(c) Any full-time faculty member who has been in the bargaining unit for six consecutive months prior to July 1, 1988, who has not already received a signed contract for the 1988-89 academic year, and who has received a satisfactory evaluation, shall receive a 5% salary increase composed of 3% for meritorious service and 2% based on enrollment growth.

7.2 Salary Schedule for 1989-90

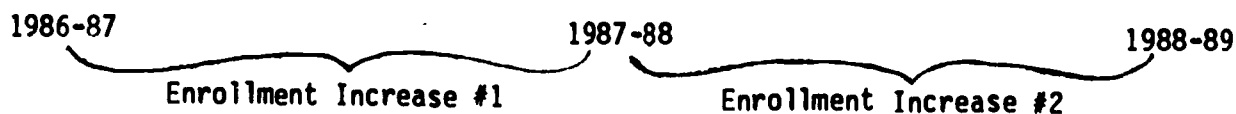
(a) During the second year (1989-90) of this four-year Agreement, the following schedule shall pertain and shall be implemented in a fashion similar to 1988-89:

Instructor	\$23,690 - \$28,840
Assistant Professor	\$25,750 - \$33,784
Associate Professor	\$28,840 - \$37,595
Professor	\$32,960 - \$41,941

(b) During the academic year 1989-90, the doctoral impediment shall be \$39,425 (6% below \$41,941).

(c) For this second year (1989-90) of this Agreement for regular, full-time continuing members of the unit, the salary increase for those with satisfactory evaluations shall be 3% for meritorious service. In addition, for those not at the top of a level or at any increment, there shall be awarded an additional salary based on enrollment of up to 2% computed as follows:

Fiscal Year July 1, 1989 - June 30, 1990



$$\frac{\#1 + \#2}{2} = \text{Average Enrollment}$$

2

(d) During the term of this Agreement, members of the unit who are promoted shall receive a promotion increase as follows:

Instructor to Assistant Professor	\$1,000
Assistant Professor to Associate Professor	\$1,300
Associate Professor to Professor	\$1,700

(e) The rank of Distinguished Professor shall continue to be implemented. Such rank shall not have a schedule as such, but those individuals placed in such rank shall receive a salary \$1,500.00 above their otherwise regular salary.

(f) Sufficient funds will be budgeted to allow promotions as approved by the College.

(g) Other adjustments shall be allowed as approved by the Board.

(h) The College shall pay its employe members' six percent (6%) employe contribution to the Public Employes Retirement System (PERS). Such payment of employe members' monthly contribution to the System shall continue for the life of this Agreement.

The full amount of required employe contributions paid by the College on behalf of employes shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purpose of computing an employe's "final average salary" within the meaning of ORS 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employe contributions required to be contributed pursuant to ORS 237.071. Such paid employe contributions shall be credited to employe accounts pursuant to ORS 237.071 (2) and shall be considered to be employe contributions for the purposes of ORS 237.001 to 237.320.

(i) Regular full-time faculty members newly contracted for work shall be placed on the schedule in effect as determined by the College.

(j) The President of the College shall have the authority to increase the salary of any faculty member, to move a faculty member along a given salary level, or to promote any faculty member in case of outstanding merit or for special circumstances.

(k) Salary schedules for full-time members of the bargaining unit shall be open for negotiation prior to the start of the 1990-91 academic year in accordance with the Duration Article of this Agreement.

7.3 Overloads and Summer Session Pay

(a) Payment per load unit for overloads for full-time faculty shall be according to the schedule below:

For the first four (4) load units of overload:

Instructor	\$380/LU
Assistant Professor	\$388/LU
Associate Professor	\$396/LU
Professor	\$404/LU

(b) Payment for overloads above four (4) load units shall be according to the schedule below:

Instructor	\$356/LU
Assistant Professor	\$366/LU
Associate Professor	\$371/LU
Professor	\$376/LU

(c) Payment for summer session for full-time faculty shall be the same as for overloads under 7.3 (a).

7.4 Part-Time Compensation

(a) All part-time faculty in the bargaining unit who teach credit classes will be compensated at \$356/LU during the term of this Agreement, except as in (b) below.

(b) The President may approve placing a part-time faculty member at a pay level other than Instructor I level.

ARTICLE 8 - TEACHING ASSIGNMENT, COMPENSATION AND AGREEMENTS

8.1 Assignment for Loads

As defined here, a full load will be forty-five (45) load units per academic year. Loads are analyzed on a quarterly basis by the College for planning and scheduling procedures but shall be computed for obligation purposes at the end of each academic year. It is understood that overloads or underloads can exist at a particular point in time, but it is the College's desire and purpose to have loads come out as close as possible to the forty-five (45) load units. In order to accomplish this, the College may pay for load units over forty-five (45) accumulated in a given academic year. The College may carry underloads in a quarter or year into the next quarter or into the next academic year for assignment during that quarter or during that year.

(An attached letter has been agreed to regarding the yearly requirement of 45 load units in which a "banking" concept has been outlined. The "banking" concept relates to credit course overloads only and does not apply to continuing education or other overloads and allows a maximum "banking" of six quarter hours.)

8.2 Full-Time Faculty Teaching Load

A full-time load is forty-five (45) load units per academic year. The College will determine the instructional mode and assign load units as follows:

8.3 For Credit Classes

(a) Lecture Mode: One (1) hour per week for a term equals one (1) load unit; OR, where the class does not fall into the Fall, Winter, or Spring Terms, twelve (12) classroom hours equal one (1) load unit.

(b) Laboratory: One (1) hour per week for a term equals two-thirds ($2/3$) load units; OR, where the class does not fall into the Fall, Winter, or Spring Terms, twelve (12) classroom hours equals two-thirds ($2/3$) load units.

(c) Physical Education Activity Mode: One (1) hour per week for a term equals one-half ($1/2$) load unit.

(d) English Composition: Teaching Assignments in traditional English Composition (examples: WR 121, 122, 123, 222, 227, 241, 243) shall be multiplied by a factor of 1.25 when enrollments exceed twenty (20) students, as verified by the fourth (4th) week enrollment report, or when the College determines that the time devoted to correcting written assignments represents a substantial obligation.

(e) Basic English: Teaching assignments in Basic English or Individualized English Composition shall be multiplied by a factor of 1.10 when enrollments exceed twenty (20) students and by a factor of 1.25 when

enrollments exceed thirty (30) students, as verified by the fourth (4th) week enrollment report, OR when the College determines that the time devoted to correcting written assignments represents a substantial obligation.

(f) Music Loads:

Lecture/discussion classes	at 1-1 rate.
Laboratory classes	at 0.67 to 1 rate
Private lessons	at .2/student/half-hour
Major ensembles	at approved credit hours on 1-1 basis as with lecture class. No additional load unit for logistics.
Small ensembles	at .5 to 1 rate.

(g) Presidential Assignments: Other assignments approved by the President may be given a load unit equivalent and counted in a load. No faculty member shall be assigned released time, nonteaching duties, administrative, or planning duties, or the like without approval of the President.

(h) The President of the Faculty Forum shall be awarded three (3) load units of released time (or overload at the discretion of the Forum President) during each quarter that the office is held, subject to payment for the released time by the Faculty Forum. Payment shall be at the relevant part-time/overload rate.

8.4 For Noncredit Classes

Load units assigned full-time faculty to teach noncredit courses will be determined by the College as above, and then the load unit so determined will be multiplied by a factor of 0.75.

8.5 Underloads/Overloads

(a) In computing loads, a load of fewer than forty-five (45) load units is an underload by the number and fractions of load units below forty-five (45). A load of greater than forty-five (45) load units is an overload by the number and fraction of load units in excess of forty-five (45).

(b) Underloads or overloads will be computed at the end of each academic year.

8.6 Academic Year

(a) The 1988-89 academic year includes the period September 7, 1988 through June 12, 1989. The 1989-90 academic year includes the period September 6, 1989 through June 11, 1990.

(b) The College may enter into agreement with a faculty member to employ that faculty member for some other period of time in an academic year. Examples would be a contract covering the Winter, Spring, and Summer quarters; one covering the Fall, Spring, and Summer quarters; or one staggered or split between quarters, or weeks, or time of day, so long as the quarter equivalence is maintained.

ARTICLE 9 - FRINGE BENEFITS

9.1 Sick Leave

(a) Sick leave shall cover absences due to illness of employes. An annual amount of twelve (12) days of paid sick leave shall accrue to members of the bargaining unit at the start of each academic year. Sick leave not used during the current year shall accrue without limit as per ORS 237.017 (1) as amended by Oregon Laws 1977.

(b) Pursuant to appropriate Oregon Revised Statutes, the College has requested that members of the bargaining unit be compensated for accumulated

unused sick leave with pay in the form of increased retirement benefits upon service or disability retirement, as per ORS 237.017 (1), as amended by Oregon Laws 1977.

(c) Sick leave shall also cover absences, not to exceed three (3) days per academic year, due to the death of a member of the immediate family of the member. The immediate family shall be defined as blood relatives and in-laws, to include spouse, children, grandchildren, parents (including step-parents), grandparents, brother and sister (including step-brother and step-sister), uncle, aunt, nephew and niece.

9.2 Emergency Leave

A bargaining unit member shall have available two (2) days of nonaccumulative emergency leave per year which shall be charged against sick leave. Such emergency leave must have written prior approval of the appropriate Dean.

9.3 Sabbatical Leave

(a) A sabbatical leave is granted to a faculty member of the unit only when such leave contributes to the goals of the College and enhances the professional competence of the individual granted the leave. A sabbatical leave is not considered to be a right which automatically accrues because of prior service. Rather, it is considered to be a privilege granted to a faculty member.

(b) In order to be considered for a sabbatical leave, a faculty member must make formal application through the accepted channels within the College. The faculty member who applies for a sabbatical leave shall provide a summary of the activities to be undertaken during the leave and shall indicate the potential that these activities have for benefiting the students of Central Oregon Community College, the College as a whole, and the faculty member

himself/herself. Within a reasonable time after returning from a sabbatical (normally within thirty (30) working days of such return), the faculty member shall provide the President of the College with a written report of sabbatical activities.

(c) Requests for sabbaticals shall be considered in relation to prior as well as potential future contributions of the applicant. Alternatives for providing service not to be provided by the instructor on leave shall also be considered.

(d) The terms and length of the sabbatical will be determined by the President. The terms and conditions of the sabbatical leave will be combined in a contractual form and will become a contract upon signature of the individual being granted the sabbatical and the President.

(e) Sabbatical salary eligibility will be based only on full-time service at Central Oregon Community College and will be in accord with the following tables. Academic year sabbaticals are only granted to faculty members who are tenured.

(f) If a faculty member does not return for the prescribed years of obligatory service, that faculty member will be obligated to repay the amount of funds granted according to the following schedule:

For Those Granted Academic Year Sabbatical

<u>Required Service</u>	<u>Return For</u>	<u>Repayment to College</u>
3 academic years	Less than one academic year	Full amount
3 academic years	Less than two academic years but at least one	Two-thirds
3 academic years	Less than three academic years but at least two	One-third
2 academic years	Less than one academic year	Full amount
2 academic years	Less than two academic years	One-half Amount
1 academic year	Less than one academic year	Full Amount

For Those Granted One-Quarter or an Eight-Week Sabbatical

<u>Required Service</u>	<u>Return For</u>	<u>Repayment to College</u>
1 academic year	Less than one academic year	Full Amount

(g) The terms of the required service and repayment schedule shall be a part of the contract. The contract shall contain a provision that the amount of the contract (or an appropriate share, thereof, based on time served) shall be repaid to the College if the individual does not complete the required term of service. Interest on the amount to be repaid will be charged at the then prime interest rate, as charged by the United States National Bank of Oregon, plus two (2) percentage points. Interest will be computed as of the date the contract is violated. Death or disability of faculty member removes repayment obligations from the faculty member or his/her estate.

(h) The Board agrees to budget the following amounts of money into the sabbatical account according to the following stipulations:

For 1988-89 \$30,000 IF the balance in the account
 falls below \$50,000 in that year.

For 1989-90 \$30,000 IF the balance in the account
 falls below \$50,000 in that year.

(i) Time spent on sabbatical will be considered equivalent as full-time employment for purposes of promotions only.

(j) A faculty member may not be granted a sabbatical leave more than once in any four (4) year period unless special circumstances exist. Nor may a faculty member earn more than seven (7) years of eligibility for sabbatical consideration. All special circumstances or variations from the adopted policies shall be approved by the Board.

(k) Sabbatical funds may be awarded solely at the discretion of the College.

(l) An 85% sabbatical level is hereby established and reserved exclusively for sabbaticals which encompass course work at an accredited university which leads to a traditional degree at the doctoral level or to post-doctoral work. A traditional degree usually requires at least an academic year of full-time, on-campus enrollment. Any variation from this description shall be subject to the approval of the President, and any decision by the President on this matter shall not be grievable.

SCHEDULE OF SABBATICALS

ACADEMIC YEAR SABBATICAL

<u>Years of Consecutive Service</u>	<u>Percentage of Salary</u>	<u>Return (Years)</u>	<u>Eligibility Used (Years)</u>
1, 2, 3, 4, 5 Not Eligible			
6 (67% of full sabbatical)	67% of (75%, 85%)	2	6
7 or more (100% of full sabbatical)	100% of (75%, 85%)	3	All

ONE QUARTER SABBATICAL

1, 2 Not Eligible			
3 (11% sabbatical)	11% of (75%, 85%)	1	1
4 (15% sabbatical)	15% of (75%, 85%)	1	1 1/2
5 (19% sabbatical)	19% of (75%, 85%)	1	2
6 (23% sabbatical)	23% of (75%, 85%)	1	2 1/2

EIGHT WEEK SABBATICAL

1, 2 Not Eligible			
3 (7% sabbatical)	7% of (75%, 85%)	1	1
4 (10% sabbatical)	10% of (75%, 85%)	1	1
5 (12% sabbatical)	12% of (75%, 85%)	1	1 1/2
6 (15% sabbatical)	15% of (75%, 85%)	1	2

9.4 Unpaid Leave

(a) A faculty member may request an unpaid leave for a reasonable length of time. Such leave shall not normally exceed three (3) consecutive academic quarters. Such requests shall be subject to the approval of the Board of Directors. All understandings regarding the unpaid leave shall be written into a contract, signed by the College and the individual.

(b) Upon return from unpaid leave, the faculty member will be assigned to the same, or substantially equivalent position, which was held before the leave began.

(c) The faculty member shall be entitled the same library and bookstore privileges as faculty members on regular contract during the period of leave.

(d) Upon the faculty member's return to the College, unused accrued sick leave and years accumulated toward tenure and promotion shall be restored to an equivalent level that the member had before the leave began.

(e) The period of time on unpaid leave does not count toward promotion or tenure.

(f) The College shall allow the faculty member to remain under the College insurance program if the faculty member pays the College for the total prorated cost of the insurance.

(g) A faculty member on unpaid leave shall not be considered for promotion or tenure while on such leave.

(h) During an unpaid leave, neither a faculty member nor member(s) of his/her family shall be entitled to enroll in COCC classes free of charge or at reduced rates as otherwise provided in Article 14.1 of this Agreement.

(i) The faculty member who does not return from unpaid leave at the time scheduled shall, upon that date, cease to be a member of the College and shall have no call upon the College of any sort.

A faculty member who desires to extend the period of an unpaid leave shall prepare a written request to the President no later than one month prior to the end of the leave period. Granting or not granting such an extension is solely at the discretion of the College.

(j) Any of the foregoing may be modified by mutual agreement of the faculty member and the College.

9.5 Insurance

(a) The College will contribute toward the cost of College-purchased medical and dental insurance a maximum of 90% of the cost of such insurance.

The employe will pay the balance. In no event shall the College pay more than two hundred and seventy dollars (\$270) for medical and dental insurance.

(b) The College will pay the entire cost of long-term disability insurance premiums for full-time employes. Only full-time employes will be eligible for long-term disability insurance coverage.

(c) The College will provide life insurance coverage, equal to the amount of the faculty member's academic year salary, for full-time, regular employes who are members of the bargaining unit during 1988-89. Members of the bargaining unit shall pay the 1988-89 costs of such insurance; however, during the remainder of this contract, 1989-92, the College shall pay such costs.

9.6 Insurance for Retiring Faculty Members

(a) The College will participate in medical and dental only insurance costs for retiring faculty members according to the criteria which follow:

(i.) The retiring faculty member must be considered by PERS to be a retired member of the COCC faculty and must be receiving benefits from PERS under one of the PERS retirement plans. It is the obligation of the retiring faculty member to inform the College as to his/her status relative to PERS and to any change in PERS status. Failure of the faculty member to notify the College of their PERS status removes all obligations of the College to provide any insurance assistance.

(ii.) The faculty member must be between the ages of 58 and 65, and it is only during that period that assistance will be awarded.

(iii.) The faculty member must have served the College for 15 years in continuous service as a regular, full-time member.

(iv.) Spouse and dependent children to the age of 21, who are dependents of the faculty member at his/her date of retirement, shall be covered under the retirees insurance policy, if the retiree so chooses.

(v.) No other person shall be covered, and once an election is made, it may not be changed.

(vi.) Determination of a standard monthly fee to assist with insurance costs will be solely at the discretion of the Central Oregon Community College District Board of Directors.

(vii.) Faculty members who retire on, or after June 13, 1986, and who meet and maintain full eligibility requirements, shall be eligible to apply for participation.

(viii.) Notwithstanding the above, the College may, because of financial considerations, determine that it cannot enter any additional persons into the program. Individuals enrolled in the program at the time of this decision will be continued until their eligibility ceases.

(ix.) The College may ascertain if faculty members can be covered under spouses insurance and will not be obligated to pay for retired faculty members if such is the case.

(x.) Should the faculty member meet all the qualifications set forth after reaching the age of 55, the member will have the option of retaining coverage at his/her expense until the age of 58, at which point the faculty member will be placed under this plan.

(b) For the duration of this Agreement, 1988-92, the College agrees to provide funds for the above program at ninety percent (90%) of the cost of such insurance, but not to exceed \$270 per month.

ARTICLE 10 - DISCIPLINE

10.1 Applicability

Faculty members within the bargaining unit and covered under this Agreement may be disciplined only for cause.

10.2 Progressive Discipline

For the purposes of this Agreement, discipline shall be progressive in application and based upon the severity of the member's action or inaction warranting discipline. Discipline shall mean only the following: Written warning, written reprimand, suspension with or without pay, not awarding salary increment, or demotion. It is agreed that discipline does not include dismissal, discharge, or nonrenewal for any faculty member.

10.3 Appeals

Appeals by any Forum member of discipline imposed on him/her shall be processed first through the grievance procedure of this Agreement at Article 5.

ARTICLE 11 - REDUCTION IN FORCE

11.1 Need for Reduction in Force

In the event of financial need and/or budget restrictions, program reductions, program changes, program eliminations, or decreased student enrollment as the Board of Directors of the College determines, the Board shall determine the number and order of positions to be eliminated and shall implement such reductions in staff after the process contained herein has been accomplished.

11.2 Nonsalary Expenditures

Before instituting a reduction in force, the College will make a reasonable effort to reduce nonsalary expenditures; but such effort must be consistent with the need for the reduction in force, and such effort must maintain, to the extent possible, the instructional program.

11.3 Determination Procedures

(a) The President of the College shall seek advice from the Executive Committee of the Forum, for information purposes only, before tentatively

identifying the program(s) or division(s) where position(s) is to be eliminated. The President shall notify the Division chairperson(s) involved of the impending action, shall furnish the factors to be considered in reaching his/her final decision, and shall give the Division chairperson(s) a set period of time in which to advise him/her of the impact of the impending action on the program or division.

(b) After considering the advice received, the President shall make his/her final recommendation(s) regarding the number of position(s) and program(s) or division(s) where position(s) is to be eliminated. The President shall publish internally such final recommendation(s) and provide a copy to the President of the Forum and to any faculty member who is the subject of a reduction in force.

(c) However, in the event a tenured faculty member's position is recommended for reduction in force, and upon request of that faculty member, the President shall make a reasonable effort to place the member in a vacant position within the same discipline and within the bargaining unit for which the member is fully qualified to occupy, or, under the same foregoing conditions, the President shall make a reasonable effort to place the requesting member in another occupied position within the same discipline and within the bargaining unit which the requesting member is better qualified to occupy than is the incumbent member.

(d) If the foregoing process [in 11.3 (c)] results in the displacement of a faculty member in that discipline, then the displaced faculty member shall be treated by the College as if he/she was the subject of the reduction in force.

11.4 Terminations and Furloughs

(a) When the faculty member whose position is to be eliminated has been identified, the President shall make one or more of the following recommendations to the Board for their final action:

(i.) For nontenured faculty, the faculty member shall be given timely notice and thereby terminated, or the faculty member shall be placed on furlough status. A faculty member so terminated shall have no reemployment rights.

(ii.) For tenured faculty, the faculty member shall be given timely notice and placed on furlough status.

11.5 Timely Notice

Timely Notice shall be deemed accomplished when:

(a) The provisions of 11.1 through 11.3 herein have been accomplished.

(b) The faculty member affected by those provisions has been personally given a written notice of the President's recommendation affecting the member's position.

(c) The affected faculty member has been afforded an informal opportunity to respond to the President, or his/her designee, to the written notice of the President within twenty (20) calendar days.

11.6 Furlough Rights and Status

(a) A faculty member on furlough status shall have all the rights and privileges of a member of the bargaining unit on official leave without pay, except that the College's obligations to reemploy are specifically limited to the conditions set forth below, other rules, agreements, or understandings notwithstanding.

(b) A faculty member on furlough status who has not been reemployed by the College after eighteen (18) consecutive months on such status shall be

deemed to have been given timely notice and his/her employment with the College will have been terminated for all purposes as of the end of that eighteen (18) month period.

(c) During the eighteen (18) month furlough period, if a position becomes permanently vacant in the program or department from which the member has been furloughed (excluding such temporary vacancies as those created by leaves of absence, sabbaticals, transfers to grant accounts, etc.), a faculty member who is fully qualified to fill the vacant position shall be reemployed at a salary rate not less than that which he/she was receiving at the time he/she was furloughed.

(d) In addition to the provisions of 11.5, before a faculty member is furloughed, the implications of such status shall be fully explained orally and in writing to the faculty member by the President or his/her designee and the member shall make written acknowledgment of the furlough status.

11.7 Appeals

(a) Only arbitrary and capricious action(s) taken by the College under the provisions of this Article 11 shall be subject to the grievance procedure of this Agreement (Article 5); provided, however, that:

(i.) Any such grievance shall be initiated at Section 5.5 of Article 5 and conform to all the requirements therein.

(ii.) In order for such a grievance to be timely filed, the affected faculty member may not initiate his/her grievance earlier than after the provisions of 11.5 (b), herein, have been followed by the College, and the member may not initiate the grievance later than fifteen (15) calendar days after the provisions of 11.5 (b) have been followed by the College.

(iii.) It is agreed that the arbitrator, who hears a grievance raised over this Article 11, may remove the threshold standard of arbitrary and capricious in 11.7 (a) solely and specifically for the purpose of resolving any allegation by the grievant that the College failed to make a reasonable effort to place a tenured faculty member subject to a reduction in force into a position within his/her discipline for which the tenured faculty member is better qualified to occupy than the occupant of that position as provided in 11.3 (c) above.

ARTICLE 12 - EVALUATION AND PERSONNEL FILES

12.1 Evaluation

(a) Each faculty member shall undergo annual evaluation(s) pursuant to procedures and criteria promulgated by the College.

(b) After the initial evaluation is completed by the College designated evaluator and discussed with the faculty member, the faculty member shall have the right to have a review team review any specific objection(s) to the designated evaluator's evaluation. A written request containing the specific objection(s) for such a review of his/her evaluation must be given to the faculty member's division chairperson within five (5) working days of the meeting between the designated evaluator and the faculty member held to discuss the member's evaluation.

(c) The evaluation review team shall be composed of one (1) faculty member chosen by the faculty Forum and one (1) administrator chosen by the Dean of Instruction. The team's review will be limited to investigating the specific objections, but it may replicate any part of the prior evaluation. The team shall discuss its written findings and recommendations as soon as is possible with the affected faculty member, the designated evaluator, and the

faculty member's division chairperson. The review team's written findings and recommendations shall be attached to the faculty member's evaluation record and may not be substituted for the original evaluation.

(d) This review process shall not delay any action that the College would normally take in acting on the designated evaluator's evaluation.

(e) No grievances shall be allowed over any portion of this subject or this section.

12.2 Personnel Files

(a) Each faculty member shall have the right to review the contents of his/her own personnel file, which shall be exclusive of materials received prior to the date of employment by the College. One official personnel file for each faculty member shall be maintained by the College.

(b) All material placed in a faculty member's personnel file upon the effective date of this contract must identify who placed the material in the file and it must be dated. The faculty member may request a copy of any materials in his/her personnel file [with the exception noted in 12.2 (a) above] at his/her own expense. The faculty member may also include in his/her personnel file a written response to any material in the file.

(c) At any time, a faculty member shall have the right to indicate those materials in his/her own personnel file which he/she believes to be obsolete. Such identified materials may be sealed within the personnel file upon mutual agreement of the faculty member and the President of the College; provided, however, the seal may be removed upon the later request of the faculty member whose file it is or the College President.

(d) Access to a faculty member's personnel file shall be limited to only the faculty member involved, such administrators of the College who are assigned to review or place materials therein, such clerical personnel whose

duty it is to maintain personnel files, the Board of Directors acting as a body, and such College committees as are charged by the College to consider personnel matters. All faculty member personnel files shall be stored in secure surroundings when not in use by those officially designated herein.

ARTICLE 13 - PROMOTIONS

13.1 Board Prerogatives

The Board of Directors of the College reserves unto itself the exclusive right to promote and does not delegate away from itself the management right by this article.

13.2 College Obligations

The College agrees not to change the promotion criteria during the life of this Agreement without notice to and consultation with the Forum.

ARTICLE 14 - TUITION AND PROFESSIONAL IMPROVEMENT

14.1 Tuition

A bargaining unit member or his/her spouse or dependent to the age of 21 shall be allowed to enroll as either a part-time or full-time student free of tuition cost but subject to the following limitations:

(a) For employes of the College, tuition-paying students shall be given first opportunity to enroll in courses offered by COCC.

(b) Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.

(c) The employe pays whatever laboratory fees or other fees which are paid by tuition-paying students in the course.

(d) The employe does not take a course(s) during his/her working hours unless arrangements are approved by the College to make up the time.

14.2 Professional Improvement

Professional improvement is the responsibility of all faculty. Each faculty member is required to submit and/or revise a four-year professional improvement plan according to a schedule and approved process provided by the College and complete the appropriate plan within the appropriate cycle. The plan shall be reviewed by the Division Chair and/or Department Head prior to being submitted to the appropriate Dean. Each plan shall have two parts. One part shall contain a description of the overall professional activities that are going to be completed during the professional improvement cycle. This phase of the professional improvement plan must have the concurrence of the appropriate Dean prior to further consideration.

The plan shall also contain a thorough description of an extended commitment outside the Central Oregon area, which the faculty member proposes to accomplish. In unusual circumstances, the College may consider in-district activities. The extended commitment must, in total, be a full summer session of formal undertaking of a regionally accredited college or university every four years, or its equivalent.

This part of the plan shall require the approval of the appropriate Dean, the approval of the Sabbatical/Professional Leave Committee, and the approval of the President, or an individual designated by the President.

Each faculty member is assigned to a four-year cycle of professional improvement. Early in a cycle (no later than May 1 of the first year of a cycle), each faculty member shall submit the aforementioned four-year professional improvement plan within the process noted above. If, during the course of the cycle, the faculty member proposes substantive changes to an

approved professional improvement plan, he/she should file an "update" form and receive written approval of such changes within the process described heretofore. The approval of an "update" does not change the date of the approved cycle.

A faculty member, in cases of extreme hardship, may request a one-year grace period to complete the requested work, subject to the approval of the President. Any individual granted a grace period in one cycle must finish the next cycle in three years. Probationary teachers shall be granted a grace period only if it is deemed appropriate to extend the tenure deliberations date.

A faculty member undertaking activities of an extended commitment nature should not expect credit for such activity if prior approval was not granted through the normal processes within the College.

A multitude of situations may arise regarding the funding of professional improvement activities. It should be remembered that a clear difference exists between general professional improvement activities and extended commitment activities. Extended commitment credit and funding will be provided only to activities which encompass the following time frames: eight weeks or more; five weeks and three weeks, four weeks and four weeks, six weeks and two weeks, seven weeks and one week. Other time periods such as: two weeks, two weeks, and four weeks; or three weeks, two weeks, and three weeks; etc., will not qualify.

The faculty member has the full responsibility to understand and to complete the required extended commitment. If a faculty member uses professional improvement funds to complete professional improvement activities which are not part of extended commitment, then the faculty member is required to complete extended commitment in the allotted term using personal funds.

14.3 Professional Improvement Account

(a) Funds will be put into the Professional Improvement Account according to the rates which follow:

1988-92 - \$250 per year, per full-time, regular faculty member

(b) The full-time regular faculty member may submit a request to the Sabbatical Leave/Professional Improvement Committee to draw on the account for assistance in completing the required professional improvement activities. The Committee shall consider any request according to the approved procedures and shall recommend as to the worth of the endeavor to the President who shall have final approval of expenditures from the account commensurate with Board policy.

(c) It is understood that, although the funds are generated on a per faculty member basis, the funds are not considered to be a part of the salary of a faculty member, nor does any faculty member or the Forum have any claims whatsoever on the funds except through a properly presented professional improvement program reviewed by an appropriate Dean, the review committee, and approved by the President.

(d) If a faculty member is to receive a salary or other reimbursement for an activity which is presented for professional improvement funding, special attention will be given in such a situation to be sure that it does, in fact, fit the definition of professional improvement and that the activity is simply not paid employment. That fact should be reported on the application for funding (PIP 5).

(e) Operation of the Professional Improvement Account: At the beginning of each calendar year (in January), the President shall prescribe the maximum amount that can be awarded to an individual faculty member. It should be expected that funds may be prorated to the length of an approved program.

(f) In order to expedite requests presented at different times and in different formats, the President may unilaterally approve a professional improvement program and grant funds, but normally he shall consult with the Sabbatical Leave/Professional Improvement Committee. It should be understood that a faculty member's professional improvement obligation, including extended commitment, must be carried out regardless of whether or not funding from the College is provided.

ARTICLE 15 - SAVINGS

Except as otherwise provided for in this Agreement, should any article, section, or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law or administrative rules; but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement. The parties shall, upon written request of either party, meet to renegotiate a substitute for the removed article, section, or clause. Failure to renegotiate a substitute provision shall not be subject to the grievance procedure of this Agreement.

ARTICLE 16 - FUNDING

16.1 Recognition

The parties to this Agreement recognize that revenue necessary to operate the College's educational and service programs and its facilities and operations must be approved by established budget procedures and, in certain circumstances, by vote of the citizens of the College district.

16.2 Renegotiation Provision

Therefore, pursuant to ORS 243.702, the parties agree that, when the Board determines that economic conditions prevent the College from opening or seriously affects the operation of its facilities or programs, then, on written request of either party, the economic provisions of this Agreement shall be reopened and renegotiated. As used herein, "economic provisions" mean only the salary schedule, the health insurance benefit, and the sabbatical leave benefit. No other provision of this Agreement shall be affected by renegotiation of economic provisions. The impasse resolution procedures set forth in ORS 243.712 to ORS 243.726 shall not apply to such renegotiation.

ARTICLE 17 - WAIVER

The Forum and the College both acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Forum, for the term of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered or abridged by this Agreement shall continue to be subject to the direction and control of the College and its Board of Directors.

ARTICLE 18 - DURATION

18.1 Effective Dates

This Agreement shall be effective as provided herein and remain in full force and effect until June 30, 1992, when it shall cease and expire on that date. However, if the College and the Forum are engaged in collective bargaining on July 1, 1992, for a successor Agreement, then the parties agree that the benefits in this Agreement in effect on June 30, 1992, shall be maintained by the College until a successor Agreement is executed or until the Forum has exercised its rights and obligations under ORS 243.726, inclusive. It is further understood and agreed that prior to the 1990-91 academic year, the following articles of this Agreement shall be opened for renegotiation: 7.1 - Salary Schedule for 1988-89; 7.2 - Salary Schedule for 1989-90, sections (a), (b), (c); 7.3 - Overload and Summer Session Pay; 8.6 (a) - Academic Year; 9.3 (h); 9.5 - Insurance; and 9.6 - Insurance for Retiring Faculty Members. In the event the College and the Forum are unable to reach agreement on the above articles set forth for renegotiation, the Forum shall have the right to submit the unresolved issues to mediation and fact finding pursuant to ORS 243.650.

18.2 Agreement Modification

This Agreement shall not be modified during its term except by written mutual agreement of the parties hereto.

18.3 Signatures

FOR THE COLLEGE

FOR THE FORUM

James R. Ramsey
Signature

Steve Koff
Signature

Chairman
Board of Directors
Title

President
Faculty Forum
Title

3/18/89
Date

March 27, 1989
Date

AGREEMENT

*Agreement between
Clackamas Community College
and the
Clackamas Community College
Education Association, OEA*

July 1, 1989 to June 30, 1992



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PREAMBLE

CONTRACT BETWEEN
THE CLACKAMAS COMMUNITY COLLEGE EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION OF CLACKAMAS COMMUNITY COLLEGE

This Agreement entered into by and between the Clackamas Community College Education Association, hereinafter called the "Association", affiliated with the Oregon Education Association, hereinafter called the "OEA", and the National Education Association, hereinafter called the "NEA", and the Board of Education of Clackamas Community College, hereinafter called the "Board".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Clackamas Community College is their mutual aim and that the character of such education reflects the quality and morale of the instructional service, and

WHEREAS, the Board has a statutory obligation, pursuant to Oregon revised statutes, to negotiate with the Association as the representative of its personnel with respect to wages, hours, and other terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative for all full-time and regular part-time (three-quarter time or more) annually contracted employees. This includes instructors, librarians, counselors, nurses, coaches, and department chairpersons and excludes supervisors who effectively make recommendations on hiring, promotion, and assignment. Those annually contracted employees who currently have assignments less than three-quarter time shall have the one-time option of moving to three-quarter time effective for the 1991-92 school year.

The above definition will include staff members on grant funds; however, it is understood that if the grant as funded conflicts with salary or fringe benefit provisions of this Contract, such persons will be paid according to the grant. When any application for a grant is made it will include requests for sufficient funds to cover person(s) in accordance with this Agreement.

- B. The term "instructor" or "member" when used in this Agreement shall refer to all employees in the bargaining unit as defined in Section A of this Article and all pronouns shall include both male and female persons.
- C. The term "College President" shall mean the Clackamas Community College President or his/her designee.
- D. The term "Association President" shall mean Clackamas Community College Education Association President or his/her designee.

ARTICLE 2

ASSOCIATION AND MANAGEMENT RIGHTS

A. Information

Upon request, the Board agrees to furnish to the Association information necessary for its functioning as the exclusive representative of the faculty in bargaining and contract administration. Such information shall pertain to wages, hours, and conditions of employment.

B. Released Time for Meetings

Whenever any representative of the Association or any instructor or member participates during work hours in negotiations and grievance proceedings concerning the administration of the Agreement, he/she shall suffer no loss in pay. Such meetings shall be scheduled during an instructor or member's class time only at the request of or with the consent of the College.

C. Use of College Facilities

The Association and its representatives shall have the right of access to College buildings for the purpose of Association business providing there is no interference with the regular program. The usual facility reservation procedure will be followed.

D. Use of School Equipment

The Association shall have the right, for the purpose of Association business, to use College equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

E. Bulletin Boards

The Association shall have the use of a portion of each official personnel bulletin board.

F. Mail Facilities and Mail Boxes

The Association shall have the right to use the intra-College mail facilities and faculty mail boxes as it deems necessary.

G. Office Space

The Association shall be provided, without cost to it, adequate office space in a building at a location and of a description to be mutually agreed upon. The Association shall be allowed to install a telephone in such office at its own expense and pay for the monthly telephone bills.

H. Communications and Faculty Input

1. The employees and management recognize a joint responsibility in the communication process.
2. The College President will communicate to the Association President substantial proposed changes in established policy and/or administrative procedures. The Association President will be allowed to submit alternative proposals to Management.
3. The College President recognizes the right of the Association to have a representative at all general President's Council meetings.
4. The College agrees to negotiate changes involving mandatory subjects of bargaining prior to implementation in the event such would be legally required.
5. The College agrees to negotiate the impact on the members of the bargaining unit of changes prior to implementation in the event such would be legally required.

I. Board Meetings

The Board shall place on the agenda of each regular Board meeting as an early item for consideration under "New Business" any matters brought to its consideration by the Association as long as those matters are made known to the President's Office in accordance with the Board's agenda policy.

J. Board-Association Relations

Since the Board and the Association recognize the importance of communications and faculty participation in maintaining good working relationships, they agree to meet not more than monthly, for the purpose of discussing contract administration. Those attending the meeting will be:

1. Three (3) members of the Board of Education.
2. Three (3) representatives of the Association.
3. Appropriate members of the Administration, as determined by the Administration.

This group is organized to obtain Association input and recommendations but is not a decision-making body.

Within fifteen (15) days of a proposed meeting of said group, either or both parties shall present to the other party and the College President, an agenda listing those items proposed for discussion. The President will then notify the parties as to time and location of the meeting.

K. Names and Addresses

The Association will be provided with a monthly report containing changes of names and addresses of all bargaining unit members.

L. Management Rights

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties and activities of its employees, through the President and his Administration, in accordance with such policy or procedure as from time to time may be determined. The foregoing enumerations of the functions of the Board assume that the Board retains all functions not specifically nullified by this Agreement.

M. Court Rulings

It is recognized that the judicial and legislative processes may change the bargainability status of certain provisions of this Agreement. Inclusion here shall not be considered as binding precedent in future bargaining.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF MEMBERS

- A. It is recognized that an instructor has an existing property interest in his/her position in the sense of the Oregon and United States Constitutions.
- B. The instructor shall maintain the exclusive right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without the approval of the instructor, as long as said instructor is a staff member and employed at Clackamas Community College.
- C. Job Description - Instructor

The primary responsibility of the Clackamas Community College instructor is to instruct. The faculty member shall prepare and present the content and material of his/her courses. He/she shall conduct his/her classes in a manner which will reflect dignity of scholarship and provide a suitable atmosphere for learning.

Instruction is the primary function of the College; all operations of the institution exist to facilitate this goal. Through professional services of high quality and effective faculty, educational excellence can be achieved.

A full-time instructional assignment is a full-time job. Other additional outside work or work responsibilities may serve to detract from an instructor's effectiveness and the quality of his/her instruction. It is expected that the full-time instructor will devote his/her work efforts to his/her professional assignments as an instructor.

Responsibilities and duties

The instructor shall:

Be responsible for imparting knowledge and developing skills through the instructional process under the direction of the department, the division and the College Administration. In carrying out his/her responsibility, the instructor shall exercise independent judgment based on adequate knowledge of subject matter, professional goals of subjects taught, teaching strategy, interpersonal relationships, and teaching theory and methodology.

The instructor will be responsible for meeting classes, instructing, advising, assisting and tutoring students, and performing other tasks related to instruction as assigned. The instructor will be expected to spend thirty (30) hours a week on

campus, excluding lunch hours, but including off-campus instruction or job related meetings. It is not anyone's intent to regularly monitor working hours, but it is recognized that instructors will fulfill their professional assignments as set forth herein. The instructor realizes that his/her professional responsibility may occasionally require more than the expected thirty (30) hours referred to as above.

In addition to instruction, related assignments include, but are not limited to:

- a. Course and materials preparation.
- b. Reviewing and evaluating student progress.
- c. Compiling data for routine reports as required by the College.
- d. Assisting in the revision and development of course, curriculum, media, and committee concerns.
- e. Attending and participating in department, division, and College meetings, and committee concerns.
- f. Staff development, community services, and project development.

Some instructional situations are unique; for example, team teaching, clinical settings, and open labs. Instructional assignments will be made as required to accommodate these unique teaching and/or developmental situations.

D. Job Description - Counselor

The Counseling Department of Clackamas Community College is dedicated to provide services characterized by human warmth and positive regard for each individual. Through counseling; which stresses examination of each student's individual interests, needs, potential and circumstances; the counseling service functions as an individualizing force in the institutional process. Counseling encourages persons to develop responsibility and effectiveness as students, citizens, and human beings. Counseling assists students to resolve and cope with educational, personal, and other problems. Services of the counseling department are available to all members of the community.

The role of the counselor in the institution is both responsive and active. As the needs of students, faculty, administration, and the public vary, so does the orientation of the activities of counseling vary in response to these needs. The services provided by the department may be categorized as: direct services to individuals and groups, program support, liaison with individuals, and groups and information access.

Services of the Counseling Department may include, but are not limited to the following:

1. **Direct Services**
 - a. **Intake of new students**
 - 1) **Assessment (placement tests, background interview)**
 - 2) **Goal setting, decision making**
 - 3) **Education plan development**
 - 4) **Assignment to faculty advisor system or retention in counseling**
 - 5) **Scheduling**
 - b. **Back-up to students in faculty advising system**
 - c. **Procedural information**
 - d. **Follow-up on staff referral**
 - e. **Referral to on- and off-campus services**
 - f. **Counselors available to students and public on a reasonable basis**
 - g. **Crisis intervention**
 - h. **Instruction as related to counseling services**
 - i. **Personal counseling**
2. **Support of programs designed to provide the widest range of counseling services to student populations**
 - a. **College orientation**
 - b. **Testing**
 - c. **Pre-registration and scheduling**
 - d. **Faculty advising**
 - e. **High school continuation**
 - f. **Career counseling**
 - g. **Handicapped student counseling**
 - h. **Foreign student counseling**
 - i. **High school relations**
3. **Liaison with on-campus departments and services**
 - a. **Consultants and back-up to faculty advising system**
 - b. **Liaison to department for student referral and problem solving**
 - c. **Close referral and interchange with instructional staff, financial aid, registrar, career development center, and placement**
 - d. **ABE/GED/AJSE/ESL**
4. **Liaison and coordination with off-campus services**
 - a. **Agencies**
 - b. **Mental health**
 - c. **Community development**
 - d. **Other education institutions**
5. **Centralized resource for instructional and procedural information to students, public and faculty**
 - a. **Have available program information**
 - b. **Have available institutional procedural information**

- c. Develop systems for gathering and disbursing information as related to counseling activities
- d. Career and occupational information
- e. Transfer/vocational requirement
- f. Provide appropriate referral

E. Job Description - Librarians

Under the direction of an administrative supervisor, librarians will be responsible for providing library services for students, employees, and community residents. In carrying out the responsibilities for such service, the librarians will exercise independent judgment based on adequate knowledge of library science, media technology, and College policy.

Responsibilities and duties:

Librarians shall be on duty to provide professional library services during the regular College terms. The work assignments will be determined by department requirements and programs. The weekly work schedule will be assigned by the department and may include evening hours so that continuous service is available as needed to library users.

Specific duties shall include, but are not limited to:

1. Participating in College-wide, divisional, and departmental meetings as scheduled.
2. Compiling data for reports as required by the College.
3. Establishing a professional development plan to remain current with advances in the field of library science and media technology.
4. Recommending materials for purchase based on user interests and curricular requirements so that the library collection is kept current and well balanced.
5. Processing requests for materials that are appropriate for purchase by library services.
6. Cataloging and inventorying of all library materials in accordance with procedures established by the College.
7. Instructing library users in the location, organization, and use of reference tools and library resources.
8. Providing assistance and advice in selection and updating of appropriate reference materials as needed by library users.
9. Directing classified staff employees assigned to library services.
10. Directing student assistants assigned to library services.
11. Cooperating with other libraries in the county and the state to foster total library service for all library users.

F. Full-Time Teaching Workload/Full-Time to Part-Time Teaching Ratio

1. Workload

The current practice generally shall prevail with a maximum of sixteen (16) credit hours or the equivalent of twenty (20) contact hours each term. The annual nine (9) month assignment, however, shall not exceed a total of forty-five (45) credit hours or the equivalent of sixty (60) contact hours without additional compensation. Additional compensation shall be determined by using the existing part-time salary schedule. The current practice for regular overload classes shall remain the same with compensation derived from the top step of the appropriate group of the part-time salary schedule.

- a. The amount of overload teaching at Clackamas shall be limited, with the limit set by the appropriate Dean.
- b. Recognizing the time required of the Association President to attend President's Council Meetings, Board Meetings, and other requests by the College for Association input, the current practice of release time for the Association President shall continue.

2. Full-Time to Part-Time Teaching Ratio

Recognizing that a core of full-time instructors is essential for high-quality instruction, the current practice generally shall prevail with full-time instructors assigned to teach approximately two-thirds of all on-campus classes. Exclusions to the ratio shall continue for noncredit classes, EMD classes, and sabbatical replacement classes. Since it is not the intent of this Article to cause anyone to monitor term-by-term assignments; but rather to assess annual trends, the College President and the Association President will meet at least once annually to compare instructional part-time to instructional full-time faculty base salary budgets (excluding fringes and fees) to make certain the current 4.5 to 1 ratio has not changed significantly. If the budgeted dollar ratio moves to a position of 4.3 to 1 or under, the College agrees to correct the ratio to 4.5 to 1 for the following budget year. The preceding ratio shall be determined by comparing only the following line item totals in the General Fund Budget under the Dean of Instruction:

- a. Full-time Faculty total shall be determined by combining the F/T Faculty and Department Chairperson line items only.
- b. Part-time Faculty total shall be determined by taking a total of the P/T Faculty line items only.

Any subsequent transfers of either P/T or F/T staff shall not be restricted by this provision, but the comparisons shall be based on the 1988/89 Budget structure.

ARTICLE 4

SALARY, PLACEMENT, AND PAY PERIOD

A. General Rule - Step Placement

1. Instructors at the College shall meet the following minimum standards to qualify for Step 4 on the approved faculty salary schedule:

a. Occupational Instructors:

1. Degree and experience. A bachelor's degree in the subject matter to be taught plus a minimum of three (3) years of practical work experience in the field of specialization.

-or-

2. Specialized training or experience. A minimum of three (3) years of work experience in the field beyond the normal training or preparation time. Specialized training may include, but is not limited to, licensed apprenticeship programs, community college associate degree programs, and/or other professionally certified or licensed training.

The College maintains the right to ask the candidates to demonstrate their competencies via a performance based test supervised by the instructional division.

b. Lower Division:

1. A master's degree in the subject matter to be taught or a master's degree in any field with a minimum of thirty (30) quarter hours of graduate credit in the primary teaching assignment. To qualify for a second teaching field, the candidates will be expected to have a minimum of twenty-four (24) quarter hours of graduate credit in the second teaching area.
2. Under certain circumstances the College recognizes that there are areas where individuals have demonstrated their competencies and served in professional fields with distinction yet do not possess the master's degree. Representative of such areas might well be the performing arts, foreign languages, government services, and recreational sports. Under such circumstances the appropriate Dean will provide the President with the necessary documentation to support that the individual has demonstrated the proficiencies which would reflect a high level of competency in the field.

3. Other Education:

The instructor shall be qualified when the appropriate Instructional Dean or his/her authorized staff members ascertain that the instructor has demonstrated the competencies and excellence in the subject matter to be taught.

2. In the placement of new faculty on the salary schedule, previous experience beyond minimum standards may call for placement on Step 3. Specific requirements for placement on Step 3 are as follows:
 - a. Masters degree, and
 - b. Two (2) years equivalent teaching experience.
3. The Administration will evaluate other experience or training relevant to assignment at Clackamas Community College in making initial placement.
4. Length of contract for the academic year shall be determined annually.
5. Department chairpersons shall receive additional salary equivalent to 5% of Step 1 of the salary schedule. Department chairpersons may be given release time in accord with the administrative load.

B. General Rules - Payment Schedule

All salary payments will be made on the first day following the calendar month worked. All instructors on a regular full-time contract will receive at least one-twelfth (1/12) of their contracted salary each month. Each instructor on a regular full-time contract may, upon request, receive the balance of money due on July 1, or receive their contracted salary in ten (10) equal payments starting October 1 of each contract year.

C. Insurance

Effective September 1, 1989, the College shall contribute the amount each employee needs to cover the requisite fringe benefit package, not to exceed \$200.00 per month.

1. Each employee shall, as a minimum, be provided long-term disability insurance, life insurance, dental insurance, and medical insurance at a level no less than that enjoyed by the member during the preceding contract year. The cost of providing insurance shall be deducted from the employee's fringe benefit package.

2. Employees may continue to participate in the College's Physicians' Association of Clackamas County Medical Plan to the extent the program continues to be available, or until such time as the program becomes available through the OEA CHOICE TRUST programs.
3. The Clackamas Community College Education Association shall determine the level and extent of benefits which shall be provided to all members through the OEA CHOICE TRUST programs.
4. If the total employer contribution is insufficient to cover the needs of the employee as expressed in 1, 2, and 3 above, then the College shall deduct the balance from the employee's monthly salary.

D. Summer Pay and Extended Contracts

Bargaining unit employees who work during the summer or on extended contracts, shall have their pay calculated in accordance with their current annually contracted salaries. In cases where no salary settlement has been reached, summer and extended salaries will be calculated and paid using the last known annual salary. Appropriate adjustments will be made within sixty (60) days after a settlement is reached.

1. Employees shall be paid a prorated salary based on their regular nine (9) month salary and assignment.
2. No contract will be extended for more than fifty-five (55) working days beyond the regular assignment.

E. Wage Schedule

1. Placement

The following will describe placement on the Clackamas Community College 1989 - 1990 salary schedule, given each faculty members placement on the 1988 - 1989 schedule.

- a. Any faculty member with a doctorate and at least 10 years as an annually contracted faculty member at Clackamas will be placed at Step 0.
- b. Any faculty member who has been at the top of the Clackamas Community College schedule from the 1979 - 1980 academic year to the 1988 - 1989 academic year will be placed at Step 0.
- c. Any faculty member with a doctorate who does not meet the requirements of part (a.) above will be advanced one step on the current schedule (1988 - 1989) before they are placed as per part (e.) below.
- d. Every faculty member currently on Step 1 will be placed on the new Step 1 and given 1 year credit for each year that they have been at the top of the Clackamas Community College schedule.
- e. All other faculty will be placed as shown below:

Current Step	New Step	Years Credit
2	1	0
3	2	4
4	2	3
5	2	2
6	2	1
7	2	0
8	3	2
9	3	1
10	3	0
11	4	1
12	4	0

- f. After the 1989 - 1990 year, placement will be determined as described in Article 10, with the following exception:

No faculty member whose first day of full-time faculty employment preceeded the effective date of this Agreement will be required to be on probation for more than 3 years. Although the members will progress through the full 3 years on Step 3, they will be treated as regular employees after the completion of 3 years of probationary employment.

2. Salary

Effective July 1, 1989, all faculty shall be compensated in accordance with the following wage schedule:

<u>Step</u>	0	1	2	3	4
<u>Salary</u>	37,500	35,750	31,250	26,250	23,750

In addition, any faculty member who was on Step 3 in 1988 - 1989 will receive a \$400.00 payment on December 1, 1989.

Department Chairpersons will receive 5% of Step 1 annually.

Effective July 1, 1990, the Step salaries will be adjusted based on the 1989 calendar year Portland Area CPI-U and the following:

Salaries will be raised a minimum of 4%.

Salaries will be increased by the full CPI-U up to a maximum of 5.2%.

If the CPI-U exceeds 5.2%, the insurance cap shall be increased \$1.00 per month for each .1% increase over 5.2% up to a maximum of \$25.00 per month.

Effective July 1, 1991, the Step salaries will be adjusted based on the 1990 calendar year Portland Area CPI-U and the following:

Salaries will be raised a minimum of 4%.

Salaries will be increased by the full CPI-U up to a maximum of 6%.

If the CPI-U exceeds 6%, the insurance cap shall be increased \$1.00 per month for each .1% increase over 6% up to a maximum of \$20.00 per month.

3. Step adjustments shall be granted on the above schedule for all eligible employees. Employees eligible for promotion shall be determined by the following criteria:

Advancement to Step "0"

- A. Ten years experience as annually contracted faculty at the top Step of the salary schedule (Step 1);
- B. A doctorate and 10 years experience as an annually contracted faculty member at Clackamas Community College;
- C. Beginning July 1, 1990 and following on July 1 of each subsequent year, current faculty who have been annually contracted for at least 18 years and who were annually contracted prior to July 1, 1989 shall be placed at Step 0 provided they have not received an unsatisfactory evaluation.

Advancement to Step "1"

Five years experience as an annually contracted faculty member at Step 2.

Advancement to Step 2

Three years experience as an annually contracted faculty member at Step 3.

Advancement to Step 3

Two years experience as an annually contracted faculty member at Step 4.

4. Advancement on the salary schedule is automatic for regular faculty in the absence an unsatisfactory evaluation by the appropriate administrator.

F. Early Retirement

1. A faculty member must first meet the following eligibility requirements to qualify for the College's early retirement program:

twelve (12) consecutive years of service with the College, and; are at least fifty-five (55) years of age but not yet sixty-five (65).

- A. If the employee is age fifty-five (55) but not yet age fifty-eight (58), after meeting eligibility requirements in 1 above, the faculty member must retire within the Oregon Public Employees Retirement System, to be eligible for 1, 2 and 3 listed below under Benefits.
- B. If the employee is age fifty-eight (58), but not yet age sixty-two (62) after meeting eligibility requirements in 1 above, the faculty member is also eligible for 1, 2 and 3 listed below under benefits.
- C. If the employee is age sixty-two (62), but not yet age sixty-five (65) after meeting eligibility requirements in 1 above, the faculty member is eligible for 2 and 3 listed below under benefits.

BENEFITS

- (1) A monthly stipend which shall be equal to 1.04% of the employee's annual contracted salary at the date of retirement, for a maximum of 48 months or until the employee reaches age sixty-two (62). Employees retiring before age fifty-eight (58) may opt to receive monthly payments equal to 1.04% x 48 months x annual

- contracted salary, divided by the number of months eligible up to age sixty-two (62).
- (2) Medical and dental insurance generally provided district faculty limited to two-party coverage for a maximum of one hundred twenty (120) months, or until retiree reaches age sixty-five (65), whichever comes first. This benefit shall be limited to a maximum of \$211.00 per month and shall be subject to approval of carrier.
 - (3) Existing life insurance coverage at the time of retirement (maximum \$40,000) for employee until age sixty-five (65).
2. Sabbatical leave will be counted as time served. Other authorized paid or unpaid leaves do not constitute a break in consecutive years of service, but will not be counted as time served.
 3. A minimum of six (6) months' notice must be given prior to the planned date of retirement. This requirement may be waived by the College President.
 4. Stipends or benefits are not transferable to a spouse in the event of the employee's death.
 5. If a payment has been authorized, and a retirement date established, payment does not become an obligation of Clackamas Community College until the agreed upon retirement date. Death or termination of employment for any reason, prior to established date, terminates the obligation to pay by Clackamas Community College.

ARTICLE 5

CALENDAR

- A. The basic service calendar for instructors shall be one hundred seventy-five (175) days including four (4) paid holidays.
- B. Contracts for instructors on a schedule varying from the basic service contract must have the dates of service specified in the individual contract.
- C. The Board will set the date and so state in the instructor's contract as to when he or she is to report to work and the final day of employment. However, summer vacation shall begin the Monday following spring term final week.
- D. Four (4) days of the period of contracted in-service and orientation time will be used at the discretion of the individual instructor to prepare materials and equipment for course work before fall term classes begin. The remaining noninstruction day will be planned, organized, and scheduled by the administrative/faculty in-service planning committee appointed by the President.
- E. Paid holidays during the basic service calendar shall be Veterans' Day, Thanksgiving Day and the following Friday, and Memorial Day. For instructors whose contracts call for employment on the following days, those days will be paid holidays: Independence Day, Labor Day, Christmas Day, and New Year's Day. (When Christmas falls on Wednesday, Thursday, Friday, or Saturday, the preceding day also shall be a holiday. If Christmas falls on Sunday, Monday, or Tuesday, the employee shall be granted an extra day off with pay at a time mutually agreed upon between the employee and his or her director or Dean. The extra day must be taken within one (1) month before or after Christmas.)

ARTICLE 6

SICK LEAVE

A. Annual Sick Leave

Unused sick leave for faculty members shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year which shall be granted at the beginning of each year or one (1) day per month employed, whichever is greater. Annually contracted faculty working less than one-hundred percent (100%) shall accumulate and use sick leave prorated to the percent of their individual annual contract.

Sick leave shall be used during any period in which the faculty member is on employed status. Deductions from a faculty member's accumulated sick leave shall be made whenever a member is sick on any contracted workday.

It is a faculty member's responsibility to file a report with the appropriate administrator when absent due to illness.

B. Transfer of Sick Leave

Annually contracted employees will be able to transfer one-half (1/2) of their accumulated sick leave, up to fifty (50) days, if immediate previous employment was at another school district or community college in the state of Oregon and if the employee was in continuous employment.

C. Physician's Statement

A licensed physician's signed statement that absence from work is medically necessary may be required for each period of absence of five (5) or more consecutive days chargeable as sick leave. If such absence continues for more than one (1) payroll period, the College may require such statement at the end of each payroll reporting period.

D. Parental Leave

Temporary disability resulting from pregnancy or a complication resulting from pregnancy during employed status shall be treated no differently than any other temporary disability that would be covered by the College sick leave policy.

E. Workers' Compensation

1. Absence resulting from illness or accident compensated by Workers' Compensation insurance is chargeable as sick leave. Compensation received shall be deducted from College pay. Chargeable sick leave will be computed as follows:

- a. Daily rate compensation is subtracted from employee's daily rate of pay.
- b. The balance obtained in (a) is divided by the employee's daily rate of pay.
- c. The result obtained in (b) equals the rate at which sick leave is chargeable for each day of absence.

Example: 1) \$100 daily - \$60 Workers' Comp. payment = \$40

$$2) \frac{\$40}{\$100} = .40$$

3) .40 day of sick leave is chargeable for each day of absence.

2. The College agrees to maintain Workers' Compensation benefits not less than the same level provided by the State Accident Insurance Fund.

ARTICLE 7

PAID LEAVES OF ABSENCE

A. Types of Leave

Instructors shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Professional

The Board agrees to continue the practice of providing paid leave days for attendance by instructors at meetings or conferences of an educational nature as approved by the Dean or designee.

2. Conferences of Affiliates

Up to a total of ten (10) person days for representatives of the Association to attend conferences or conventions of state and national affiliated organizations. Such leave shall not cause a substitute to be hired, and the individual department shall be responsible for the affected classes.

3. Legal

Instructors on jury duty or subpoenaed to appear as witnesses will be given paid leave for such purposes, but must turn over to the College compensation they receive as a juror or witness. Employees appearing in court on their own behalf will have the cost of a substitute deducted from their salaries, if a substitute is hired.

4. Death

Up to three (3) days at any one time in the event of death of an instructor's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any member of the immediate household.

5. Military

Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, as provided in applicable state or federal law.

6. Personal/Emergency

Each member of the faculty bargaining unit is entitled to use up to four (4) days of paid personal or emergency leave each year. This leave is specifically restricted to personal business which cannot be scheduled outside regular class hours, or in case of bonafide emergency.

Application procedure:

- a. Except in cases of emergency, a written application for personal/emergency leave must be made five (5) days in advance. In an emergency, an oral request should be made as soon as possible with a written explanation submitted within five (5) days of the emergency.
- b. Application should be made to the Dean or designee and should contain the reason or reasons the leave is or was necessary. The Dean or designee may ask for more information which may be given orally.
- c. The Dean or designee has the responsibility for approving or disapproving all personal/emergency leave requests. He or she may seek to verify the reason given for the request at his or her discretion.

It is agreed that it is not the intent of personal/emergency leave to extend a holiday or weekend. Personal/emergency leave may be used for business matters, legal matters, school functions for dependent children, funerals not chargeable elsewhere, and for bonafide emergencies.

7. Other Leave

Other leaves of absence with pay may be granted by the Board.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the faculty member is entitled.

ARTICLE 8

UNPAID LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence of up to two (2) years shall be granted to any employee, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corp, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; provided said employee states his/her intention to return to the College.

B. Professional Study

A leave of absence up to one (1) year shall be granted to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from leave the employee shall be eligible for incremental credit for the year of leave pending satisfactory review by the Assistant Dean/Director and Dean of his/her completed course of study.

C. Military

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States pursuant to ORS 408.290.

D. Political

A leave of absence not to exceed two (2) years shall be granted to any employee upon application for the purpose of campaigning for or serving in public office.

E. Association

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of serving as an officer of the Association or on its staff.

F. Childbirth and/or Child Care

Leave without pay for a reasonable period not to exceed six (6) months before and/or after the birth or adoption of a child shall be granted at the written request of the employee.

G. Status

Upon return from leave, an employee will be eligible for those benefits to which he/she would have been eligible had no leave been taken and shall be assigned to the same or substantially equal position to which he or she was entitled when the leave commenced.

- a. Employees on a leave of absence who work less than two (2) terms in their individual contract year shall not be entitled to a salary step advancement, except as provided in Section B.
- b. Employees on a leave of absence shall be subject to the provisions of Article 17 - Reduction in Force.

H. Applications for Leaves, Extensions, Renewals

All applications for leaves, extensions, or renewals of leaves shall be submitted to the personnel director in writing and shall include the general reasons for the request, dates, and length of leave requested, and date of intended return. Generally, starting and ending dates should coincide with the break between academic terms. All such applications shall be submitted at least one (1) academic term prior to commencement of the requested leave, extension, or renewal. However, if an employee is unable to submit a request one (1) academic term prior to the effective date of the leave, extension, or renewal, then the College will make reasonable effort to accommodate the request.

I. Fringe Benefits

Employees on leave shall have the option to purchase any fringe benefits available to active employees if permitted by the carrier. Such option should be requested in the application for leave.

J. Return from Leave

Employees who change their return date should notify the personnel director in writing at least one (1) academic term prior to their anticipated return from leave. Failure to give adequate notice may delay an employee's date of return by up to one (1) academic term.

K. Exceptions

The College may deny any of the proceeding unpaid leaves of absence, except Section C., Military Leave, because of circumstances reasonably beyond the control of the College, for example when an acceptable substitute cannot be located.

ARTICLE 9

DUES AND PAYROLL DEDUCTIONS

- A. Members of the Association may authorize payroll deductions for the purpose of paying Association dues. No authorization shall be allowed for payment of initiation fees, assessments, or fines.

The payroll deduction shall be revocable at any time by the member notifying the College and the Association in writing (by certified mail, return receipt requested) or by a separate cancellation card provided by the College in the Payroll Office and signed by the employee in the Payroll Office. The cancellation shall be effective thirty (30) days after receipt of notice of revocation. The Association shall be mailed notification if the cancellation card is used. In the event the Association members vote to increase Association dues, the Association shall notify the College at least thirty (30) days prior to the effective date of the dues increase.

The dues shall be deducted monthly in an amount certified by the Association and the aggregate deductions of all members shall be remitted together with an itemized statement to the treasurer of the Association by the tenth (10th) day of the succeeding month after such deductions are made. The Association will indemnify, defend, and hold the College harmless against any claims made and against any suits instituted against the College on account of payroll deduction of Association dues. The Association agrees to refund to the College any amounts paid to it in error on account of payroll deduction provision upon presentation of proper evidence thereof. The member's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of a member who is in non-pay status during only a part of the pay period and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection all other legal and required deductions have priority over Association dues.

An appropriate form will be furnished by the Association for payroll deduction of Association dues.

- B. Upon appropriate written request from the member, the District shall deduct from the salary of any member and make appropriate remittance for the following approved deductions:

Savings Bonds	United Way
Annuities (limit of 14 companies)	Credit Union
Insurance programs provided in this Agreement	
Clackamas Community College Foundation	
or any other benefit program approved by the College Board.	

- C. The Association will indemnify, defend, and hold the College harmless against any claims made and against any suits instigated against the College on account of any error or omission of any voluntary payroll deduction.
- D. The District, upon appropriate authorization of the member, shall deduct from the salary of any member and make proper remittance for any other plans or programs jointly approved by the Association and the College.

ARTICLE 10

FACULTY EVALUATION, RETENTION, AND PERSONNEL FILES

A. Faculty Evaluation - Purpose

The purpose of the evaluation procedure will be:

1. To seek methods for the improvement of instruction.
2. To provide for formalized recognition of staff accomplishments.
3. To provide staff members a means for identifying their growth and professional development.
4. To assist staff members in identifying specific strengths and weaknesses, and to assist in the development of procedures for correcting weaknesses.
5. To help identify individual and inservice staff development needs.

B. Categories of Employment

1. A "temporary faculty member" shall be defined as an employee hired to complete the term of a probationary or regular faculty member who left for an extended period of time but is expected to return to employment at Clackamas.
2. A "probationary faculty member" shall be defined as an employee hired to fill a vacancy in a regular bargaining unit position either newly created or caused by the termination of a regular or probationary faculty.
 - a. A "novice-probationary faculty member" has little or no experience in the area (teaching, counseling, etc.) for which he/she is hired. The period of employment at this level shall be two (2) years in length prior to moving to the "experienced-probationary faculty member" level.
 - b. An "experienced-probationary faculty member" has significant experience in the area for which he/she is hired or will have served two (2) years on the "novice" level. The period of employment at this level shall be three (3) years in length.
3. For purposes of this section, an employee shall be given credit for the entire year if employed on or before January 15. Probationary faculty hired after January 15 will receive no credit for any part of that academic year.
4. A "regular faculty member" shall be defined as an employee who has satisfactorily completed the probationary period.
 - a. The designation for a person in the first five years of "regular" employment shall be "continuing faculty member."

- b. The designation for a person in the next ten years of "regular" employment shall be "master faculty member."
- c. The designation for a person who satisfactorily completes ten (10) years as a "master faculty member" or who has a doctoral degree plus ten (10) years experience at the college is "career faculty member."

C. Evaluation Process - Probationary Faculty

1. Each probationary or temporary faculty member, after inclusion in the bargaining unit shall be evaluated at least twice in the first year and at least once annually thereafter by the appropriate administrator.
2. In the year prior to the final year of probation, the administrator responsible will invite all available members of the probationary faculty's department to a meeting to obtain input prior to arriving at an evaluation. Before the final year of probation, as a result of the department meeting and the administrative evaluation, the employee will be notified in writing of any deficiencies which may be reasons for not advancing to the level of regular employee. Such deficiencies should be explained in precise and reasonable terms. Changes essential to achieve a positive evaluation should be clearly stated. The year prior to the final year of probation should be considered the critical year for evaluation. However, deficiencies may still be noted in the final year of probation and may be considered the basis for termination.

D. Evaluation Process - Regular Employees

1. Each regular faculty member may be evaluated annually by the appropriate administrator but will be evaluated at least every third year in any event. The lack of an evaluation shall not be used to deny a regular faculty member any benefit, monetary or non-monetary, to which the employee would have otherwise been entitled had the employee received a satisfactory evaluation.
2. In the year prior to the final year as a "continuing faculty member" (fourth year) and in the year prior to the final year as a "master faculty member" (ninth year), the administrator responsible will invite all available members of the employee's department to a meeting to obtain input prior to arriving at an evaluation. Before the employee's final year on a step, as a result of the department meeting and the administrative evaluation, the employee will be notified in writing of any deficiencies. Such deficiencies should be explained in clear and reasonable terms so that improvement sufficient to achieve a positive evaluation in the final year of the current step is encouraged. The purpose of this evaluation is to identify any deficiencies and to provide direction and assistance to help

remedy these deficiencies before the employee advances to the next step.

3. No unsigned student evaluations or summary of student evaluations will be presented at any formal step of the grievance procedure.
4. Regular faculty members will receive the results of their evaluations no later than May 15.
5. No regular faculty member shall be disciplined, dismissed, or reduced in compensation without just cause.

E. General Information Regarding Evaluations

1. Administrators responsible for evaluation of employees may use, at their discretion, employee self-evaluations, peer evaluations, student evaluations, and/or other sources of information in developing the evaluation of the employee, except as may be provided otherwise in this Article.

A copy of the summary of student evaluations, if done, will be provided the employee.

2. All evaluations will be in written form and shall include at least the following information:

- a. Strengths and weaknesses of the employee.
- b. Specific areas of concern, if any.
- c. Suggested course of action designed to strengthen areas of concern or weakness, complete with timelines for improvement, if applicable.
- d. A space for the employee to enter reactions or comments about the evaluation. This is to be done within thirty (30) working days of receipt of a copy of the evaluation.

3. A copy of each employee's evaluation will be given to the employee and a copy will be included in the employee's personnel file.

F. Personnel Files

1. A member shall have the right, upon request, to review the contents of his or her personnel file and to receive a copy at Board expense of any documents contained therein, excluding confidential materials as identified in item four (4) below. Any materials placed in the personnel file shall be placed within a reasonable period of time. This file shall contain all materials relevant to the member's employment and shall be the sole repository of such materials, except that all documents, communications, and records dealing with the

processing of a grievance will be filed separately from personnel files of the participants as per Article 11 - Grievance Procedures.

Nothing in this Agreement shall be construed to prevent or restrict supervisors from maintaining individual working files which shall be deemed personal to the supervisors as a part of his/her work product. Such materials may not be utilized in any proceedings unless made a part of the official file at the time the College gives notice to the employee of disciplinary or dismissal action in question or unless relevant to rebut new information introduced by an employee in any proceedings.

A member will be entitled to have a representative of the Association accompany him/her during such review.

2. At any time a member will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the appropriate administrator and if he/she agrees, they will be destroyed.
3. Negative or derogatory material will not be placed in the member's personnel file unless the member has had an opportunity to review the material. The member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The member also will have the right to submit a written answer to such material and his/her answer will be attached to the file copy. In the event that the member believes the material to be inaccurate, untrue, or unfair, he or she may grieve the matter.
4. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other documents submitted from outside the institution on a "confidential" basis, it will not establish separate "confidential" files.

ARTICLE 11

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Employees are encouraged to seek a solution or adjustment of a complaint through an informal meeting with their supervisor prior to filing a grievance, provided the adjustment shall be consistent with the terms of this Agreement.

B. Definitions

1. A "grievance" is a complaint by an employee or group of employees or the Association based upon the interpretation, violation, or application of this Agreement.
2. For purposes of this Article, a "contracted working day" shall be any day for which the employee is assigned to work or would have been assigned to work except for being laid off as outlined in Article 17 - Reduction in Force.

C. Process

Step 1. Whenever a dispute arises over the interpretation, violation, or application of this Agreement that cannot be settled informally between an employee or group of employees and the supervisor, the matter shall be reduced to writing and delivered to the Personnel Office and the Association President within twenty-one (21) contracted working days after the facts upon which the grievance is based first occur or first become known or should have become known to the grievant(s).

If written notice is not served in accord with the time limits listed above, the grievance will be barred, except for instances of continuing grievances (in the sense that the act complained of may be said to be repeated from day to day).
Such limits are not to be extended by any third party.

The written grievance will include a concise summary of the allegations, including reference to the specific contract provisions in dispute and remedy sought.

Step 2. Should the grievant(s) and/or Association President and the personnel director be unable to resolve the matter within fifteen (15) contracted working days after it was filed, the matter may be submitted to binding arbitration.

- a. The grievance shall be reviewed by the Association, which shall have sole discretion as to whether a grievance should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall within thirty (30) contracted working days from the date it was filed with the Personnel Office, file a written notice of a request for arbitration with the Personnel Office.

Within five (5) working days after the written notice of submission to arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of five (5) arbitrators from the State Employment Relations Board and, upon receipt of same, alternately strike names until one remains, and submit the matter to arbitration.

D. Authority of the Arbitrator

1. The arbitrator so selected shall hold hearings on the matter as promptly as possible, shall abide by American Arbitration Association Rules and render a decision within thirty (30) days of the close of the hearings or receipt of post hearing briefs if such have been submitted.
2. The decision of the arbitrator shall be final and binding upon the parties except to the extent the authority of the arbitrator shall be limited as follows:
 - a. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law.
 - b. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement or Board Policy or Administrative Rules and Regulations. He/she shall confine his/her decisions solely to the application and/or interpretation of this Agreement or whether the procedural steps provided by Board Policy or Administrative Rules and Regulations have been followed, as the case may be.
 - c. Where the provisions of the Board Policy or Administrative Rules and Regulations call for the exercise of judgment, the arbitrator shall not substitute his/her judgment of that of the official making such judgment, except in cases where the arbitrator determines that such judgment was exercised arbitrarily or capriciously or without basis in

fact. If the arbitrator determines that specified procedural steps have not been followed, he/she shall direct that the matter be reconsidered by the appropriate official in accordance with such procedural steps.

- d. The decision of the arbitrator will be forwarded to the Board and the Association and will be final and binding upon the parties.
- E. The costs of the services of the arbitrator, including per diem expenses, if any, and travel, subsistence expenses, and the cost of the hearing rooms will be borne by the unsuccessful party. All other costs will be borne by the party incurring them.
- F. Time Limits
Any time limits specified in this Article may be extended by mutual agreement of the parties.
- G. End of Year Grievances
In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the instructional year, and if to have the matter unresolved until the beginning of the following instructional year would result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- H. General Provisions
 1. Any employee may be represented at all stages of the grievance procedure by a representative of the Association. Where more than one (1) employee has a common grievance, the Association President may initiate a group grievance on their behalf. The Association President shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this Contract.
 2. Meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives.
 3. Forms for processing grievances shall be prepared by the College and the Association and given appropriate distribution as to facilitate operation of the grievance procedure.
 4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except the written grievance decision which shall be kept in the personnel file of the employee(s).
 5. No reprisals of any kind will be taken by the employer or by any members of the administration due to the fact that an employee participated in the grievance procedure.

ARTICLE 12

TERMINATION FOR CAUSE

A. Termination of a regular employee or probationary employee before the end of the contract year may be affected by the institution only for just cause including retirement for age "at the end of a contract" or under the following provisions:

1. Termination for physical or mental illness:

Any contract may be terminated if the faculty member, after appropriate treatment, is proven physically or mentally ill so as to prevent him/her from carrying out his/her contract obligations. Such terminated personnel will be given first priority for appropriate vacancies when pronounced fit to return to duty.

The existence of such cause shall be established as follows:

The faculty member's supervisor will notify him/her (or his/her legal guardian) in writing of the intention of the College to terminate and will request (1) that the College be supplied with narrative reports from each of the faculty member's doctors, if any; and (2) that the faculty member submit to examination by such Oregon licensed physicians and/or licensed psychologists as are mutually agreed upon by the faculty member (or his/her legal guardian) and the College. Costs of such medical examination will be paid by the College.

If the faculty member either fails to provide the reports or fails to agree to or submit to the examinations, the College action then taken is final and may not be reviewed under any provision of this Agreement. If the faculty member provides the reports and submits to the examination, the medical evidence so adduced will be reviewed by the faculty member's divisional administrator who will render a written decision as to whether or not cause exists within the meaning of this Section.

The written decision may be appealed by the faculty member through Article 11 - Grievance Procedure of this Agreement with the appeal commencing at Step One.

2. Unprofessional conduct as may be evidenced by:

- a. Conviction of a crime which is of such a nature that it indicates that the faculty member may be a threat to persons or property at the College or that the continuation of his/her duties may be disruptive to the educational process of the College.

- b. Persistent or flagrant disregard to the terms of this Agreement or reasonable College rules.
- c. Willful falsification or alteration of a College record.
- d. Unsatisfactory performance as shown by a systematic evaluation by procedures and against standards set by the Administration and made known to the faculty member prior to such evaluation.
- e. Failure to comply with the provisions of all safety codes and regulations to which the College is legally subject. An employee shall be subject to disciplinary action, which may include dismissal, for willful failure to follow such safety procedures creating unsafe or hazardous working conditions.

The College will comply with the provisions of all safety codes and regulations to which the College is legally subject.

3. Termination for unprofessional conduct:

- a. Just cause for dismissal will be related directly and substantially to the fitness of the faculty member in his/her professional capacity.

Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

- b. When a Dean or other appropriate administrative officer has information or receives a complaint against a faculty member, subject to these provisions containing allegations which if true, might serve as grounds for termination and he/she deems such information or complaint to be substantial, he/she shall discuss it with the person concerned and shall make further investigation as he/she deems appropriate. If he/she believes that charges should be brought against such a person, he/she shall forward such information to the President together with his/her recommendation.

If the President determines after making such further investigation as he/she deems appropriate, that further action is warranted, he/she shall cause to be served upon the person concerned a written statement of the charges against him/her.

- c. A faculty member shall have fifteen (15) calendar days from the date the statement of charges is received to request a hearing before the President. The request for a hearing shall constitute a grievance appeal commencing at Step Two.

- B. *Faculty members may be suspended with pay during the proceedings. Provided, however, that twenty-five (25) contracted days after the date of suspension, the President may withhold salary subject to the final resolution of the issue.*

- C. *Extra classes and summer teaching under Statements of Appointments shall be excluded from procedures of Article 12 - Termination for Cause.*

ARTICLE 13

ACADEMIC FREEDOM

Academic Freedom

The purpose of this statement is to promote public understanding and support of academic freedom and professional responsibility to the students, to the community, and to Clackamas Community College. This institution is being operated for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

- A. Academic freedom is essential to these purposes and is applied to teaching and other College-related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the instructor in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.
1. The instructor is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matters which have no relation to his/her subject.
 2. The instructor is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties and in concern with existing College policies on publications and printing.
 3. The instructor is a citizen, a member of a learned profession, and a member of the educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and as an educational member, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances.
 4. As a member of his/her institution, the instructor seeks above all to be an effective teacher. Although he/she observes the stated regulations of the institution, he/she maintains his/her right to criticize and seek revision.
 5. As a member of his/her community, the instructor has the rights and obligations of any citizen. He/she determines the amount and character of the civic and community involvement outside the institution with due regard to his/her responsibilities within it. As a citizen engaged in a profession that depends upon freedom for its health and integrity the instructor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

B. Personal Freedom

Instructors shall be entitled to full rights of citizenship and no exercising of such rights shall be grounds for discipline or discrimination. The Board recognizes that the personal life of an instructor is of concern to the Board only as it affects the instructor's job performance.

ARTICLE 14

COPYRIGHTS - PATENTS

- A. The ownership of any materials or processes developed on an individual's own time, off-campus, and at no expense to the College shall vest and be copyrighted or patented, if at all, in the faculty member's name.
- B. The ownership of materials or processes produced solely for the College and at the College expense shall vest in the College and be copyrighted or patented, if at all, in its name. A written agreement will be entered into between the College and the faculty member acknowledging such ownership.
- C. In those instances where materials or processes are produced by a faculty member with College support, by way of use of significant personnel time, facilities or other College resources, the ownership of the materials or processes shall vest in (and be copyrighted or patented by, if at all) the party designated by written agreement between the parties entered into prior to the production. Such written agreement shall make either a positive or a negative statement with regard to any compensation to be paid to the faculty member.
- D. A prior written agreement by members of the bargaining unit under situations described in B or C of this Article, will be entered into whenever materials or processes are produced. Such agreement shall include acknowledgements of ownership.

In the absence of an agreement, Clackamas Community College shall be deemed to have ownership.

ARTICLE 15

COMMITTEE WORK OF PROFESSIONAL STAFF

- A. Many of the duties and functions of the College require information, suggestions, and advice from faculty members, other employees, students and the public. To help receive this information, the College will establish and designate membership on committees as necessary. However, no member will be required by the College to serve on more than one active College standing committee at one time.
- B. The Association has an interest in the effective functioning of the College, and it may establish those committees of faculty members whose advice it believes will be beneficial to the College.
- C. For one (1) hour each week no classes will be scheduled so that College-wide and/or department or division meetings may be held during this hour. When no such meetings are scheduled, other committees may use this period to meet. Committee meetings may also be held at other times as needed.

ARTICLE 16

SABBATICAL LEAVE

- A. Sabbatical leave may be granted for the purpose of research, writing, advanced study, travel, or any other activity that will better fit the individual for service to the institution.

A faculty member becomes eligible for a sabbatical leave of up to one (1) academic year after completion of five (5) years of continuous service as an annually contracted faculty member. After a leave has been taken, six (6) years of continuous service as an annually contracted faculty member must be served before the faculty member becomes eligible for another leave.

The College will maintain a queue of all faculty by relative position of eligibility. Relative position will be determined by the most recent date of return from sabbatical leave or date of hire plus five (5) years. The names and number of eligible faculty will be published at least four (4) months in advance of the application deadline. The application for leave shall contain a definite statement of the plan for study, research, writing, travel, or other activities to be undertaken, or a combination thereof. Application is made to the President through the appropriate Dean after the Association's Sabbatical Leave Committee has verified eligibility and deemed the proposal appropriate.

On October 1 of each year, the college will contact the 16 faculty members at the top of the queue. These faculty may elect to take their sabbatical in any one of the next three years, or they may elect to have their name placed further down the list at the bottom of the current year eligibility queue. Each faculty member will be given 60 days to respond. On December 1, the college will contact, from the top of the queue, one faculty member for each who had initially declined the opportunity to take a sabbatical. These faculty will be given the same options and the same length of time to respond.

In the event that someone fails to take a sabbatical that had been granted to him/her, another faculty will be offered the opportunity to take a sabbatical, as long as the total number of faculty accepting sabbaticals does not exceed 48 over the three year cycle. The faculty member failing to take the sabbatical will have a hearing before the sabbatical leave committee. The committee will have the right to place that person at any point on the queue that the committee deems appropriate.

- B. A faculty member on sabbatical leave shall receive 75% of his/her annual salary for a three (3) term leave, 87% of that annual salary for a two (2) term leave, and full salary for a one (1) term leave.

- C. All fringe benefits shall continue to a faculty member during the term of his/her absence as available by insurance carrier. The absence shall not be construed as a break in service for any purpose, and the faculty member shall be returned to the position formerly occupied. Upon return from sabbatical leave, the member shall be eligible for increment credit for the year of leave pending satisfactory review of the completed sabbatical program by the appropriate Dean.
- D. The acceptability of proposals for sabbatical leave will be determined by a faculty committee. The list of acceptable applications will be ordered in accordance with the queue.

Application date for sabbatical leave will be November 1 each year with decisions made by December 1.

- E. The following rules will apply:

1. As a general rule, only one (1) sabbatical leave per instructional area may be granted for any one (1) quarter. When more than one (1) application in an area is made, precedence is given by order of eligibility.
2. In the application for sabbatical leave, each member agrees to return to the institution upon the completion of the leave for a period of at least one (1) year's service--or must refund the amount received.
3. Upon completion of sabbatical leave, the faculty member will submit a report of the accomplishments and benefits resulting from the leave. Copies of this report shall be filed with the Sabbatical Leave Committee and the appropriate Dean.

- F. The Board will budget a sum equal to one (1) term replacement cost for one-seventh (1/7) rounded of the eligible faculty. The replacement cost will be determined by the part-time salary schedule currently in place and will be for the full load of the faculty member on leave. Office hours will not be charged against the leave fund. The cost of Other Payroll Expense for replacements shall be included in the replacement cost as in current practice. The College will maintain a special fund for sabbatical leave; any funds not expended will be retained in that account for the following year.

ARTICLE 17

REDUCTION IN FORCE

For the purposes of this Article, reduction in force means a layoff of personnel for other than disciplinary, performance related, or personal reasons. Whenever the College determines that a layoff may be necessary, but at least sixty (60) calendar days prior to its implementation, the College shall schedule a meeting with the Association to discuss possible alternative actions. The Administration shall provide the Association a written summary of the circumstances giving reason(s) for the layoff. The College shall schedule an additional meeting with the Association to discuss implementation procedures.

A. Layoff

Before laying off an employee, the College will attempt to place the faculty member in any vacant annually contracted position in the bargaining unit for which the employee is qualified. An employee transferred under this provision shall have no further recall rights under this Article. However, should the position be reinstated, the College will allow the individual to transfer back to the original position after all laid-off employees eligible for that position have rejected recall rights.

Employees shall be notified by the College about the proposed layoff. Affected employees may submit alternative proposals to the Dean of Instruction.

1. The selection of employees to be laid off pursuant to the reduction in force shall be made from among the employees within the unit(s) affected by the reduction in force and shall be made consistent with the educational priorities of such unit(s). Whenever possible, reduction in force shall be applied so as to protect full-time positions.
2. The order in which employees within the affected unit(s) are laid off shall take place as follows:
 - a. First, from among the less than half-time employees in the unit(s) before the half-time or more employees are laid off;
 - b. Then, from among half-time or more employees, temporary employees in the unit(s) are to be laid off before the probationary and regular employees are laid off;
 - c. Lastly, from among the half-time or more probationary employees before the half-time or more regular employees are laid off.

3. The order of layoff within each category listed in Subsection 2 above, except non-bargaining unit faculty members, shall be by inverse order of length of continuous service from the first employment date recorded in his/her first annual probationary contract (seniority). The order of layoff is subject to the requirement that employees remaining within each affected unit have the qualifications necessary to teach the remaining courses and/or perform the remaining duties.
 - a. Persons who remain outside the bargaining unit for more than twenty-four (24) consecutive months shall relinquish all seniority rights and shall be terminated from the faculty bargaining unit.
 - b. An authorized leave of absence or layoff for up to two (2) years with or without salary shall not be deemed an interruption of continuous service for the purpose of continued accumulation of seniority.
4. In the event a decision is to be made between two (2) employees who are equal in seniority, the decision of who shall be retained shall be made on the following basis:
 - a. Earliest date of first payroll check as a faculty member.
 - b. If the affected employees remain tied in seniority after applying subparagraph a., then the decision shall be made by lot.
5. Units recognized for the purpose of implementing reduction in force shall include courses and/or activities grouped as follows:
 - a. Developmental Education;
 - b. Audio Visual and Library;
 - c. Nursing;
 - d. Art;
 - e. Business;
 - f. Communication, Composition, Theatre and Literature;
 - g. Counseling;
 - h. Mathematics and Science;
 - i. Physical Education and Health;

- j. Social Science;
 - k. Public and Human Services;
 - l. Agricultural, Industrial Technology and Trades;
 - m. Music;
 - n. Employee and Management Development / Business Center.
6. The College shall prepare a grid for each of the above listed units by October 15 of each year. Each grid shall set forth the following information:
- a. The names and seniority dates of all bargaining unit employees in each unit shall be listed in descending order of seniority across the top of the grid. An employee who works in more than one (1) listed unit shall be included in each unit if the annual assigned workload equates to at least forty percent (40%) of the assigned time in each unit. The determination on placement in the units shall be based on the workload for the last contracted year worked. New employees shall have their placement determined by current workload assignments.
 - b. The courses and/or activities budgeted and/or provided within the listed unit shall be displayed to the left of the grid in alphabetical and/or numerical order by department.
 - c. Checks will be placed beside each course or activity and adjacent to the name of each employee who meets the College qualifications required for the assignment shown at the top of the grid.
 - d. A copy of the grid prepared for each listed unit shall be sent to the Association and shall be available in the office of the director of personnel for review by any member of the bargaining unit. Each bargaining unit employee shall also be sent a copy of the grid for the listed unit in which they are included no later than October 15 of each year.
- Employees initially hired on annual probationary contracts after the October 15 date, shall be placed on the grid in the aforementioned manner within thirty (30) days after beginning work.
- e. An employee shall have thirty (30) working days from the date he/she receives the grid to initiate a grievance concerning seniority dates and/or qualifications. The

director of personnel shall be notified of all changes qualifications once the grid has been developed. The final determination of employee qualifications shall be based upon the qualifications that the employee possesses as of the posting date of the notification of layoff.

7. In the event a reduction in force becomes necessary, the College shall display the courses and/or activities budgeted and/or provided within the affected unit(s) to the left of the grid from top to bottom in descending order of priority by department. The determination of who is to be laid off will be made by moving through the appropriate grid from bottom to top and from right to left.
 - a. Employees with greater seniority will be retained over less senior employees provided that they have the qualifications determined to be necessary to perform the remaining duties.
 - b. A checked box will signify that a person meets the College qualifications required for assignment to the course or activity listed to the left of the grid.
8. Except in the event of an unanticipated loss of a major source of revenue, the College shall provide the following notice of layoff:
 - a. For probationary employees, at least three (3) months prior to the actual date of layoff.
 - b. For regular employees, at least six (6) months prior to the actual date of layoff.

B. Recall

Laid-off bargaining unit employees shall have recall rights within the listed unit(s) they were laid off from for a period of twenty-four (24) months from the first day of the month following the date the employee would have normally reported to work, which shall be the effective date of layoff.

1. Recall shall be made in inverse order of seniority, provided the employee is qualified to perform the assignment(s) to which he or she is being recalled.
2. Recall rights shall include less than half-time (1/2) workload assignments which shall be paid from the part-time salary schedule. Less than half-time workload assignments(s) shall not be construed as an interruption of layoff status.
3. Recall notice shall be mailed by certified letter to the last mailing address recorded with the College.

4. Employees shall have the obligation to advise the director of personnel of address changes or changes in qualifications.
5. A recall notice must be answered within thirty (30) calendar days of certification. The response must be by certified mail to the Personnel Office.
6. Laid-off bargaining unit employees may reject a recall notice without forfeiting recall rights.
7. Laid-off bargaining unit employees shall be notified of all annually contracted half-time or more administrative and faculty job openings. Notification shall be sent by regular mail to the last mailing address recorded with the College.
8. Employees laid off from the College shall be considered in-house candidates for any annually contracted half-time or more vacant position in the bargaining unit for which they qualify. Consideration as in-house candidate provides for an interview of that candidate prior to consideration of outside applicants. However, if the in-house candidate is equally or better qualified than all other candidates, both in-house and from outside, then the in-house candidate will be hired.
9. Laid-off employees shall have the right, at their own expense, to continue to participate at the group rate in employee medical, dental, life, and long-term disability programs; subject to the approval of the carrier(s).
10. Laid-off employees who find it necessary to terminate from the Public Employees Retirement System during their twenty-four (24) month recall period, may do so by written request to the Personnel Office and shall not be considered a terminated employee for other employee rights as determined by this Article.
11. Employees laid off for more than twenty-four (24) continuous months from the effective date of layoff, shall relinquish all recall rights and shall be terminated.

C. Miscellaneous

1. The determination of the necessity for a reduction in force and the determination of how courses and activities are to be prioritized within a given unit are matters reserved exclusively for the College and as such are not grievable.

Other issues arising under this Article are subject to challenge under the terms prescribed in Article 11 of this Agreement.

2. The College will have the sole right to determine and evaluate the relative qualifications of candidates for positions outside their own affected unit(s) and select the best qualified candidate.

ARTICLE 18

TUITION WAIVER

Tuition at Clackamas Community College for all Clackamas Community College sponsored classes will be waived for any full-time member of the bargaining unit and for member's spouse and dependents. Faculty and dependents will not be counted to meet minimum enrollment requirements.

ARTICLE 19

PROFESSIONAL IMPROVEMENT

- A. It is recognized by the Board that attendance at professional meetings or enrollment in appropriate courses and/or workshops makes an employee a more learned and valuable member of the faculty.
- B. Effective July 1, 1989 / Effective July 1, 1990, the Board will allocate, respectively, a sum equal to \$275/\$400 per year per employee per department area, for travel and expenses to attend such meetings and/or for tuition, travel, and fees incurred in enrolling and attending courses at other institutions. The expenditure of such funds shall be made at the discretion of each employee with the approval of the appropriate Dean. Any disapproval shall be for good cause. The funds within each department area cannot be transferred to any other department without the approval of the department.

Each department will make every effort to expend these funds in the most economically effective manner. For example, funding tuition for an in-state university rather than an out-of-state university when courses/workshops of equivalent quality and content are available locally.

ARTICLE 20

SCOPE AND EFFECT

A. Waiver of Further Bargaining

Both parties agree that during the course of negotiation which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals, and analyzing positions. The parties further assert that all obligations and benefits contained in this Agreement are the result of voluntary agreement.

B. Merger

This document contains the full and complete Agreement reached on issues considered during negotiations. No amendment or supplement to this Agreement shall be deemed effective unless it is reduced to writing and signed by the parties to this Agreement.

C. Compliance between Individual Contract and Agreement

Any individual contract between the Board and an individual instructor heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

D. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all instructors now employed, hereafter employed, or considered for employment by the Board. An additional twenty-five (25) copies of this Agreement will be given to the President of the Association.

E. Funding

1. It is recognized that portions of this Agreement conferring direct monetary benefits upon members are dependent upon the availability of resources to the College. The Board agrees to include in its budget request amounts sufficient to fund monetary benefits herein incurred and to actively seek voter approval of a levy needed to fund such a budget request.
2. If, after two (2) elections the voters of this College District have not approved a levy, this Agreement may be reopened for further negotiations at the request of the Board.

ARTICLE 21

NO STRIKES OR LOCKOUTS

- A. The Association agrees that there will be no "strike" (which shall include any strike action, work stoppage, work slowdown, boycott, failure to report for duty, picketing, willful absence from work, or absence in whole or in part from the full, faithful or proper performance of duty, or other concerted action) engaged in, authorized by, or approved by the Association or its members during the term of this Agreement.


In the event of a "strike" which occurs or continues without the authorization or approval of the Association, the Association must use every effort to immediately terminate any such strike. The Association shall also, promptly and publicly, inform the participants therein that such strike is unlawful and unauthorized and specifically instruct Association members to terminate any such strike. Failure to take every effort to terminate such a strike shall constitute approval of the strike by the Association.

- B. The Board agrees there shall be no lockout of employees during the term of this Agreement.

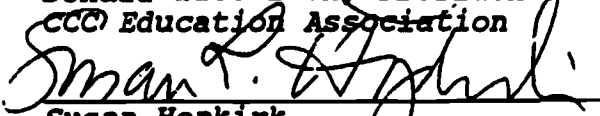
ARTICLE 22

DURATION OF AGREEMENT

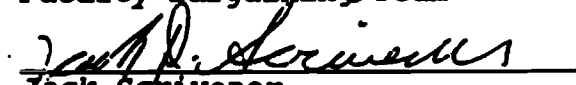
1. This Agreement shall be effective as of July 1, 1989, and shall continue in effect until June 30, 1992.
2. If any provision of this 1989-92 Agreement has a stated effective date which falls before the ratification of this Agreement, then that particular provision will be controlled by the terms of the 1987-89 Collective Bargaining Agreement until the new effective date occurs.
3. The parties agree to enter into collective bargaining to modify this Agreement no later than February 1, of the year this Agreement is due to expire.
4. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver or the right to enforce such provision.



Donald Hutchison, President
CCC Education Association




Susan Hopkirk,
Faculty Bargaining Team



Jack Scrivener
Faculty Bargaining Team



Thomas G. Jones
Faculty Bargaining Team



Ross Smith, Chairperson
CCC Board of Education



Lyle A. Reese, Chairperson
Management Bargaining Team



Bill Ryan, Management
Bargaining Team



James A. Roberts, Management
Bargaining Team

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

TREASURE VALLEY COMMUNITY COLLEGE

AND

TREASURE VALLEY EDUCATION ASSOCIATION

JULY 1, 1989 - JUNE 30, 1992

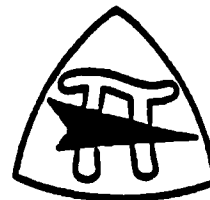


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ARTICLE 1

RECOGNITION

This Agreement is entered into between the BOARD OF EDUCATION OF TREASURE VALLEY COMMUNITY COLLEGE, hereinafter referred to as the "Board" or the "College," and the TREASURE VALLEY EDUCATION ASSOCIATION, affiliated with the OREGON EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

A. Exclusive Representative:

The Board recognizes the Association as the exclusive representative of all professional staff members contracted for a full academic year at one-half (1/2) time or more, excluding administrators, supervisors, or confidential employees.

B. Definitions:

When used in this Agreement, unless the context requires a different interpretation, the terms "employee" and "instructor" refer to all employees in the bargaining unit and pronouns refer to male and female employees.

When this agreement provides that an act, function or duty is to be performed by the "College" said act, function or duty may be performed by the Board of Directors or an Administrator or other employee designated by the Board unless the context requires a different interpretation.

ARTICLE 2

ALTERATION OF AGREEMENT

A. Severability:

In the event that any provision of this Agreement shall be declared invalid by any agency or court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

B. Contract Priority:

In the event that any policy or administrative rule of the College is contrary to any specific provision of this Agreement, the provision of this Agreement shall prevail. The party asserting the existence of such a conflict bears the burden of proving that policy or administrative rule is contrary to a specific provision of this Agreement.

C. Modification:

This Agreement may be modified only by the mutual consent of the parties and by a written instrument.

D. Status of Agreement:

This document contains the complete Agreement reached on all issues which were raised or might have been raised during negotiations. Personnel practices of general applicability which have a direct impact on mandatory working conditions of employees in the bargaining unit will not be modified for the duration of this Agreement. Working conditions of a permissive nature will not be substantially modified without prior notice to and consultation with the Association. If, following consultation, the Association representatives object to the proposed modification, the matter may, within fifteen (15) working days be referred in writing to Step 2 of the grievance procedure.

E. Semester Conversion:

Should the College convert to the semester system during the term of this Agreement, the parties will bargain over any change in pay or change of workload resulting from the conversion.

ARTICLE 3

MANAGEMENT RESPONSIBILITIES AND RELATIONSHIP OF THE PARTIES

The parties to this Agreement recognize that responsibility for management and operation of the College and the educational program which it represents resides exclusively with the Board elected by the citizens of the District and the administration appointed by the Board. The College expressly retains all authority and decision-making prerogatives connected with or in any way incident to its responsibilities to manage the affairs of the College and any department or program thereof.

The rights of employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement and the College retains all prerogatives, functions, and rights not specifically limited by terms of this Agreement. The College shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subject covered by this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining, except as provided for in Article 2, Section E.

ARTICLE 4

ASSOCIATION RIGHTS

A. Information:

Upon request, the College agrees to furnish to the Association information which is of a public nature and such other nonconfidential information as is essential to the processing of a pending grievance.

B. Representation:

A representative of the Association or any employee may participate in grievance proceedings concerning the administration of the Agreement during working hours provided that such participation does not interfere with his/her professional responsibilities and has been approved by the College. In such event the employee shall suffer no loss in pay.

C. Access to Buildings:

The Association and its representatives shall have the right of access to College buildings for the purpose of contract administration or regular Association meetings providing there is no interference with the regular program or any employee's professional responsibilities. The usual facility reservations procedure will be followed.

D. Use of Equipment:

The Association may, for the purpose of Association business, request the use of College equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. Usual College procedures will be followed and the Association will pay the usual charges for such use, materials, or services.

E. Mail:

The Association may use the intracollege message system and faculty mailboxes.

F. Communications:

Upon request, an Association representative shall be allowed to make brief announcements at the beginning of any faculty meeting. The Association shall have the opportunity to suggest items for the agenda.

G. Contract Administration:

The parties agree to meet not more than monthly for the purpose of discussing contract administration. Those attending the meeting will be:

1. Three members of the College administration
2. Three representatives of the Association
3. A representative designated by the Board

H. Bargaining Unit Lists:

The Association will be provided within five (5) working days of the first payday at the beginning of fall term a report containing the names, addresses, and locations of all employees in the bargaining unit. Within ten (10) working days after the start of winter and spring terms the Association will be provided a report containing all changes to the bargaining unit.

I. Association Dues and Fair Share:

1. Association Dues: Any faculty member may request in writing that the faculty member's regular Association membership dues and assessments be deducted from the faculty members's salary. The first monthly deduction shall be made on the following pay date after authorization is received. Such authorization shall continue in effect until revoked in writing. A faculty member may cancel the deduction authorization for the current academic year by giving written notice to the Association and to the College on or before October 1 of that year. The College shall deduct the dues and assessments each month beginning in October of each year. Deductions for faculty members whose authorization is received after the commencement of the academic year shall be prorated so that the full amount of the Association dues and assessments shall be completed by July following the first deduction. The amount of Association dues and assessments collected shall be remitted to the Association each month at no cost to the faculty member nor the Association. The College in a reasonable manner shall provide the Association the names of the persons whose dues and assessments the College has deducted.
2. Fair Share: The College shall deduct an in-lieu-of-dues payment each month from the pay of each faculty member

who is not a member of the Association. The total amount shall be the annual dues and assessments of the Association. Any faculty member who has not requested payroll deduction of Association dues and assessments or who has not certified to the College that he/she has paid dues and assessments directly to the Association shall be subject to the provisions of this section. Such request for payroll deduction or certification of direct payment of dues and assessments shall be made by October 15. The amount of fair share fees collected shall be remitted to the Association each month at no cost to the faculty member nor the Association. The College in a reasonable manner shall provide the Association the names of the persons whose fees the College has deducted.

3. Hold Harmless: The Association shall hold the College harmless from any claims that the Association has made an illegal expenditure of fair share fees or that the extent of the payroll deduction is unlawful. The College agrees to give timely notice of any claim to the Association, tender to the Association the defense of any claim, and cooperate with the Association and its designated counsel in the defense of the claim.

ARTICLE 5

STRIKES AND LOCKOUTS

A. Strikes:

During the duration of this Agreement, the Association and its bargaining unit members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at the College. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the College against any employee or employees engaged in a violation of this Article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the College.

B. Lockouts:

There shall be no lockout of employees by the College for the duration of this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" shall mean a complaint by an employee of Treasure Valley Community College that there has been a violation or misinterpretation of a specific provision of this Agreement.
2. The Association may file a grievance involving an alleged violation of Association rights under Article 4 or other Association rights under this Agreement.
3. A "grievant" is the party making the complaint.

B. Purpose:

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level and there shall be no suspension of work or interference with the operations of the College.

C. Timelines:

A grievant shall be responsible for instituting the first step of the grievance procedure within fifteen (15) working days after the facts upon which the grievance is based first occur or within fifteen (15) working days after the grievant knows or reasonably should have known of such occurrence. The failure to initiate a grievance in a timely manner shall constitute waiver of such grievance and neither the College nor the Association shall have any obligation to consider any such claim.

D. Procedure:

Grievances will be processed in the following manner and, unless mutually agreed upon by the parties, within the stated time limits.

1. Step 1:

- a. The grievant shall state the grievance in writing and present to his/her administrative supervisor within the time specified in Section C. If the grievance is not resolved informally, the administrative supervisor shall, within ten (10) working days of the informal conference, reply in

writing to the grievant. The Association shall be provided a copy of the grievance and the response.

- b. The grievant may be accompanied by a representative of his/her choice when presenting the written grievance to the administrative supervisor.

2. Step 2:

- a. If the grievance is not resolved in Step 1, the grievant may file the grievance in writing with the College President for review by the College President and the Board in concert. Such appeal shall occur within ten (10) working days after receipt of the administrative supervisor's written answer in Step 1.
- b. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought.
- c. The President or his/her representative and the Board or its representative shall review the grievance, arrange for necessary discussion, and give a written answer to the grievant with a copy to the Association no later than ten (10) working days after receipt of the written grievance.

3. Step 3:

Grievances not settled in Step 2 of the grievance procedure may be referred to arbitration provided that written notice of a request for arbitration is made to the President within ten (10) working days following the President's answer concerning the alleged grievance. In such event, the parties shall submit a joint request to the State Conciliation Service for a list of seven (7) Oregon arbitrators. Failing agreement on an arbitrator, the parties shall flip a coin to determine the order of alternately striking names from such panel. The remaining name shall be the designated arbitrator. The arbitration hearing and post hearing procedures will be in accordance with the American Arbitration Association rules. The arbitrator shall have no authority to hear the merits of a grievance which is untimely or to add to or delete from the express terms of this Agreement. The authority of the arbitrator shall be strictly limited to the interpretation or application of the specific terms of this Agreement as have been properly placed in issue before him/her by the parties. In matters arising under

Article 2, Section D, the arbitrator shall have no authority to overrule the decision of the President-Board at Step 2 of the grievance procedure unless the Association can alternatively establish that the modification is arbitrary or capricious or would have no reasonable educational purpose.

E. Appeals:

Failure at any step of the procedure to communicate the decision in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step. Working days as used herein shall be defined as working days of the grievant.

ARTICLE 7

EMPLOYMENT STATUS

A. Probationary Period:

Every employee in the bargaining unit shall serve a probationary period of three (3) continuous years. An employee may be required to serve one (1) additional year of probation when, in the judgment of the administration, the employee has not achieved the desired level of improvement outlined for him/her in accordance with Section B of this Article but has improved to the extent that the additional year of probation may allow him/her to make the further improvement necessary to merit regular status. Extensions of probation must be approved by the appropriate administrator.

B. Evaluation:

Probationary employees shall receive performance appraisals as follows:

1. They shall be evaluated at least twice prior to March 1 of the first two (2) years of employment and at least once prior to March 1 in the third (3rd) year, and in the event of an extended probationary period, in the fourth (4th) year.
2. The evaluations shall be in writing, identifying areas in which the department chairperson or immediate supervisor and administrator notes that improvement is required.
3. Employees will be provided with a suggested program, by the department chairperson or other immediate supervisor and administrator, that outlines methods to assist in achieving the desired improvement. Employees shall be responsible for outlining a program of self-improvement in such areas.

The suggested program for improvement will be filed with the appropriate administrator and evaluations will be placed in the personnel file of the employee.

C. Probationary Contract:

If renewed, contracts for the probationary period shall be for one (1) year at a time. A probationary contract may be nonrenewed, in accordance with Section D of this Article, for

any cause deemed in good faith sufficient by the Board and may be terminated at any time during the contract year for just cause.

D. Nonrenewal:

If the Board decides not to renew the contract of a probationary employee, the College shall provide notice of the nonrenewal decision no later than March 15. A notice of nonrenewal shall be sent by certified mail to the employee's last known address. If the College fails to provide such notice by March 15, then an offer of reemployment shall be considered to have been made. If the employee declines to continue employment, he/she shall notify the College in writing prior to April 1.

E. Regular Status:

Employment for the succeeding year and any contractual obligation on the part of the College is in all cases subject to the availability of funds as set forth in Article 16. An employee who completes his/her probationary period shall attain regular status, unless he/she was notified of nonrenewal in accordance with Section D of this Article. The employment of a regular employee may be terminated for just cause or as a result of a reduction in program or staff as provided in Article 8.

F. Notice:

Subject to the foregoing provisions of this Article, all employees shall receive notices of their employment status by March 15 of each year. Such notices shall include the period covered by the contract, the anticipated salary level, and the employee's status as a probationary or regular employee. The employee shall return such notice of employment within 30 days of receipt or by May 1, whichever occurs later. The failure to do so shall constitute a vacancy in the position.

G. Definition of Year:

An employee shall be considered to have completed a year of employment if he/she has been contracted for a full academic year at one-half (1/2) or more of the workload for that year.

H. Termination:

Any termination of a regular employee for inadequate performance shall be with notice of termination as of the end of the next succeeding academic quarter, excluding the summer session. This period will be considered a probationary period

and the employee shall be provided with a suggested program by the appropriate administrator that outlines methods to achieve improvement in his/her performance. If the employee satisfactorily completes the suggested program within such period, he/she will be returned to regular status. If the employee does not satisfactorily complete the suggested program within such period and is terminated for inadequate performance, employment and pay shall terminate as of the end of the quarter. This provision shall only apply to termination for inadequate performance.

ARTICLE 8

RETRENCHMENT

A. Reasons for Retrenchment:

For purposes of this Article, retrenchment is a reduction in personnel which the Board deems necessary because of such causes, by way of illustration, as a lack of financial resources, budget defeat resulting in reduced financial resources, program changes, or substantially declining enrollment either in the College or in a particular program.

B. Association Involvement:

When the Board determines that retrenchment is necessary, but prior to its implementation, the College shall schedule a meeting with the Association to discuss the situation and possible alternatives. If the College still determines retrenchment is necessary, the College shall schedule a meeting with the Association to discuss implementation procedures.

C. Layoff Order:

If the Board, after the meetings pursuant to Section B above, determines that retrenchment is necessary, the affected personnel and the Association shall be notified and retrenchment shall be made as the College determines to be in the interests of the overall program. Within each program, the College will, to the extent feasible, lay off employees within each program in the following order:

1. Less than half time
2. Probationary
3. Regular

"Program" shall mean community education, student services, or a recognized academic or vocational discipline.

D. Seniority and Qualifications:

With respect to the application of Section C above, retrenchment shall be made in the inverse order of length of continuous service from the most recent date of employment at the College, provided the remaining employees, in the judgment of the Board, meet predetermined qualifications as established by the Board of Education, and are fully qualified to teach the remaining courses and/or perform the remaining duties.

The Board of Education will establish the minimum qualifications for each position in the bargaining unit by November 1 of each year. An exercise of the Board's judgment under this section shall be subject to review by referral to the procedures of Article 6 on written notice to the College by the employee subject to layoff within ten (10) days of notice of layoff. The judgment of the Board shall be subject to reversal only if it is established that the College failed to follow the procedures outlined herein, that the Board's decision is not supported by substantial evidence in the record as a whole, or that the Board's decision is violative of ORS Ch. 341.

For the purpose of determining seniority, all authorized leaves shall be considered as time worked. Persons who are employed by the College outside the bargaining unit shall retain bargaining unit seniority but shall not accrue additional bargaining unit seniority while they are outside the bargaining unit.

E. Notice:

Employees to be retrenched shall be given as much notice as is feasible prior to the time the retrenchment is to occur. In no event will such notice be less than four (4) months prior to retrenchment and removal from the payroll.

F. Recall:

Employees affected by retrenchment shall have recall rights within a program for two (2) years and shall be recalled in inverse order of being laid off provided they are qualified to perform the assignment to which they are being recalled. An employee declining recall shall forfeit further recall rights.

G. Fringe Benefits:

A faculty member on layoff status shall be able to continue, at his/her own expense fringe benefit coverage if such coverage is available while on layoff status.

H. Association Rights:

The Treasure Valley Education Association will be provided with a layoff list as well as announcements of staff openings and copies of all communications to faculty related to retrenchment.

ARTICLE 9

EVALUATIONS

A. Purpose:

Both the College and the Association agree that the purpose of the evaluation procedure will be:

1. To seek methods for the improvement of instruction
2. To provide for formalized recognition of staff accomplishments
3. To provide staff members a means for identifying their growth and professional development
4. To assist staff members in identifying specific strengths and weaknesses, and to assist in the development of procedures for correcting weaknesses
5. To help identify individual and in-service training requirements
6. To provide continuing documentation for pay and promotional actions or to determine whether an employee's employment should be continued

B. Procedures:

Nothing in this section shall be construed to limit the number of evaluative techniques that may be used, or to prevent individual departments from developing independent procedures, so long as such procedures are consistent with the purposes defined in Section A of this Article.

C. Number of Evaluations:

The College shall evaluate the performance of each member of the bargaining unit at least one (1) time each year.

D. Annual Evaluation:

An annual evaluation shall be in writing and shall be completed prior to March 1. If a checkoff rating sheet is used, it shall also include written explanations of the reasons for the rating.

E. Rebuttal:

The member shall be provided a written copy of each evaluation, and shall be afforded the opportunity to respond in writing to any evaluations made. If the member chooses to respond, then the response will be attached to the evaluation prior to the time it is placed in the personnel file. In either event, the employee agrees to sign the evaluation.

F. Absence of an Evaluation:

The absence of an annual evaluation shall not be the basis for depriving a bargaining unit member of any contractual right.

ARTICLE 10

PERSONNEL FILES

A. Official File:

The College shall maintain an official personnel file for each employee.

B. File Contents:

The file shall contain copies of evaluations, commendations, and other materials deemed appropriate by the College.

C. Procedures:

Any materials placed in the personnel file shall be placed within a reasonable period of time and the member shall be notified within ten (10) working days and allowed to respond. All items entered shall be dated and signed by the submitting party. The employee after receiving written notice from the personnel office that the document has been placed in the personnel file will be allowed fifteen (15) working days to submit a signed rebuttal. This response from the employee will also be placed in the personnel file.

D. Confidentiality:

The personnel file shall be open for inspection by the member and such other persons as are officially designated by the College or the member.

E. Placement File:

Materials that are obtained confidentially by the College during the employing process shall not be made a part of the personnel file.

F. Expunged Materials:

Materials may be expunged from the file by mutual consent of the College and the employee.

ARTICLE 11

INSTRUCTIONAL AUTHORITY

A. Academic Freedom:

Subject to regular evaluation procedures, each instructor will be given the responsibility to determine classroom discussion and method of presentation of the subject he/she teaches.

B. Selection of Materials:

Subject to state guidelines relative to course description and the approval of the dean, instructors may select the appropriate textbooks and other instructional or informational materials for their subjects.

C. Grading:

The instructor shall maintain the first right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with the instructor.

ARTICLE 12

INSURANCE

A. Group Insurance:

The College agrees to continue to pay the following group insurance programs for each full-time member of the bargaining unit.

1. Hospital-medical insurance for the employee and family. An employee may elect one (1) of the following hospital-medical options, a or b:

- a. Blue Cross Blue Book with the following dollar caps:

July 1989-90	\$233/month
July 1990-91	\$256/month
July 1991-92	\$282/month

If the actual premium exceeds the cap, the employee shall pay that portion of the premium which exceeds the cap.

The Association will determine the hospital medical blue book plan and options.

- b. Blue Cross Red Book with fifty dollar (\$50) deductible and "Care Assist." The College will pay the full premiums during the life of this Agreement.
 - c. Any employee whose spouse is employed by the College and who elects dependent status or whose spouse provides comparable hospital-medical insurance through another employer and who declines coverage shall receive twenty-five dollars (\$25) per month in-lieu-of hospital-medical coverage under this Agreement.
2. Life insurance for the employee.
 3. Accidental death and dismemberment insurance for the employee.
 4. Life insurance for dependents.
 5. OEA CHOICE Dental Care Plan B through the Oregon Dental Service, with orthodontic rider, for each employee and his/her eligible dependents.

6. Long term disability replacement income for all employees in the bargaining unit

Employees in the bargaining unit employed less than full time will be entitled to a pro rata portion of full-time fringe benefits and, if such benefits are elected, shall be responsible for the remaining portion of composite premium rates.

B. Modifications:

Any change in the insurance programs during the term of this Agreement shall be after prior consultation with and the mutual consent of the Association and the College

ARTICLE 13

EDUCATIONAL BENEFITS

A. Tuition:

The College agrees to waive tuition for any employee or member of his/her immediate family who enrolls in classes at Treasure Valley Community College. Immediate family is defined as employee, spouse, and dependent children.

B. Procedures:

Arrangements for a member to take classes must be made in advance through the office of the College president and a member may enroll for no more than six (6) quarter hours during any academic quarter. Fees shall be paid per existing policy.

C. Professional Improvements:

The College shall provide an amount equal to \$250 times the number of faculty members in the unit for educational activities as approved by the Professional Improvement Committee. Each bargaining unit member shall be allocated \$250 per year for professional improvement. In addition, the Committee may allocate funds which are unused by the end of the spring term for utilization during the summer term. Additional sums may be approved by the College administration.

The Professional Improvement Committee shall consist of three (3) members appointed by the Association and three (3) College employees who are not members of the bargaining unit and who are appointed by the College President.

ARTICLE 14

LEAVES WITHOUT PAY

A. General Leave:

An employee shall be granted a general leave of absence without pay for up to one (1) year if in the judgment of the College the particular educational program for which the employee is responsible will not be adversely affected by his/her absence. A one (1) year leave may be renewed for an additional year if such leave is for approved educational purposes. Requests for such leaves shall be submitted to the appropriate administrator in writing and must include a detailed explanation of the reason of the requested absence.

An employee taking a general leave of absence without pay for a period of time exceeding one quarter, will not receive any experience step advancement on the salary schedule for that year.

B. Parental Leave:

Parental leave shall be granted as provided in ORS 659.360. Additional parental leave may be granted for up to three (3) additional months where, in the judgment of the College, extended leave will not adversely affect the educational program. Employees who take parental leave after completion of at least two (2) terms of an academic year will receive credit for a proportional year of teaching experience; however, time spent on parental leave may not be applied toward the completion of the probationary period.

C. Benefits:

During leaves without pay which exceed one (1) month in duration the employee shall not accrue any benefits; however, arrangements may be made by the employee with the College to assume personal responsibility for the costs of group insurance benefits, if approved by the insurance carrier, for the duration of such leave.

ARTICLE 15

PAID LEAVES OF ABSENCE

Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.

A. Professional:

The College agrees to continue the practice of providing leave days without reduction in pay for attendance by instructors at meetings or conferences of an educational nature as approved in advance by the appropriate administrator.

B. Legal:

1. Instructors required to serve on jury duty or subpoenaed as a witness will be given leave without reduction in pay for such purposes, but must turn over to the College compensation they receive as a juror or witness, excluding mileage and expenses.
2. Employees appearing in court on their own behalf will be responsible for securing a replacement or for otherwise covering his/her educational responsibilities with the knowledge of and approval of the department chairperson. It is the responsibility of the department chairperson to report to the appropriate administrator. If a substitute is hired, the cost of such substitute will be deducted from the employee's salary.

C. Bereavement:

1. In the case of death in the employee's immediate family, the employee shall be granted such time as is required, up to three (3) working days of leave with pay. For the purposes of attending the funeral or making the necessary arrangements. Up to an additional six (6) working days may be used when necessary for the purpose of travel connected with attendance at the funeral or making necessary arrangements, which shall be deducted from accrued but unused sick leave.
2. For the purposes of this Article, immediate family shall include: parents, children, spouse, present mother-in-law or father-in-law, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or dependents who live in the household.
3. The employee shall provide the earliest possible notice of his/her return to duty. He/she may be required to submit a written validation of the reason for the leave.

D. Personal Business or Emergency:

An employee shall be granted up to two (2) days of personal leave with pay each year, providing a satisfactory explanation is provided in a written request to the immediate supervisor which shall be kept confidential by the supervisor. The employee states in the request that such leave is to be taken for important personal business that cannot be conducted outside of regular working hours. The request will be submitted to the employee's immediate supervisor in sufficient time to allow for rescheduling of responsibilities if necessary, except in the case of a bona fide emergency in which event approval may be granted after the leave is taken.

E. Professional Development:

1. Employees shall be eligible for professional development leave after having completed six (6) years of continuous service at the College; however, each member shall be limited to not more than one (1) year of leave during any ten (10) year period.
2. Professional development leaves shall be granted for the purpose of educational travel and/or advanced study which would be of direct benefit to the educational program and the quality of instruction for which the instructor is responsible. Criteria for qualification and procedures for the application of such criteria shall be determined by the Professional Development Committee. An amount equal to one-half (1/2) of the salary of the highest paid faculty member shall be allocated for professional development leave each year.
3. Compensation for employees who are granted professional development leave will be based upon the individual employee contracted salary as follows:
 - a. Seventy-five percent (75%) for a leave of one (1) quarter
 - b. Sixty percent (60%) pay for a leave of two (2) quarters
 - c. Fifty percent (50%) pay for a leave of a full academic year
4. Professional development leave applications must be completed and submitted in writing to the requesting employee's immediate administrator not later than two (2) academic terms, including summer session, preceding the date for which the leave is requested. The supervisor will comment upon the merit of the application and will

forward it within ten (10) working days to the Professional Development Committee.

5. Prior to the time an approved professional development leave is to begin, the employee shall sign an agreement with the College that upon completion of the leave he/she will return to the employ of the College for at least two (2) additional years. The College agrees that such employment will be of at least equal status to that held prior to the leave. In the event the employee fails to return to the employ of the College, he/she may be required to return all of the compensation received from the College during the period of the leave. If he/she returns for less than two (2) years, he/she may be required to return a prorated portion of the compensation received during his/her leave.
6. Employees returning from professional development leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.
7. The Professional Development Committee shall consist of three (3) faculty members appointed by the Association and three (3) College employees who are not members of the bargaining unit and who are appointed by the College president.

F. Sick Leave:

1. A faculty member shall accumulate sick leave at the rate of one (1) day per month of work to a maximum of up to twelve (12) days per year. Sick leave shall be used during any period in which the faculty member is on employed status. Deductions from a faculty member's bank of accumulated sick leave shall be made whenever a member is incapacitated due to sickness or accident on any of his/her contracted working days.
2. There will be no limitation on accumulation of sick leave days. New members will be able to transfer one-half (1/2) of their accumulated sick leave up to seventy-five (75) days if immediate previous employment was at another school district or Community College in the state of Oregon and if the employee was in continuous employment.

ARTICLE 16

GENERAL PROVISIONS

A. Employee Rights:

Employees shall have the right to form, join, and participate in the activities of the Association or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the College or the Association by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself/herself in individual personal matters or to adjust his/her own grievances, provided that the Association, upon request, shall be entitled to be present and, provided further, that any such adjustment shall not be inconsistent with the terms of this Agreement.

B. Employee Discipline:

No employee shall be disciplined without being afforded procedural due process.

C. Board Rights:

The parties jointly recognize that as elected officials the Board of Directors of the College is directly responsible to the citizens of the District and the public generally for performance of the functions and services provided by the College. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Board of Directors must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements or Oregon law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Association and to affected employees.

ARTICLE 17

SALARY

A. Schedule Index:

The College and the Association agree that the salary index and schedules below shall be the official salary schedules for all employees in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the College.

Level I: Less than Masters Degree

Level II: Masters degree

STEP	INDEX LEVEL		1989-90		1990-91		1991-92	
	I	II	I	II	I	II	I	II
0	1.000	1.150	16,230	18,665	16,928	19,467	17,656	20,304
1/2	1.032	1.182	16,749	19,164	17,470	20,009	18,221	20,869
1	1.064	1.214	17,269	19,703	18,011	20,551	18,786	21,434
1 1/2	1.096	1.246	17,788	20,223	18,553	21,092	19,351	21,999
2	1.128	1.278	18,307	20,742	19,095	21,634	19,916	22,564
2 1/2	1.160	1.310	18,827	21,261	19,636	22,176	20,481	23,129
3	1.192	1.342	19,346	21,781	20,178	22,717	21,046	23,694
3 1/2	1.224	1.374	19,866	22,300	20,720	23,259	21,611	24,259
4	1.256	1.406	20,385	22,819	21,262	23,801	22,176	24,824
4 1/2	1.288	1.438	20,904	23,339	21,803	24,342	22,741	25,389
5	1.320	1.470	21,424	23,858	22,345	24,884	23,306	25,954
5 1/2	1.352	1.502	21,943	24,377	22,887	25,426	23,871	26,519
6	1.384	1.534	22,462	24,897	23,428	25,968	24,436	27,084
6 1/2	1.416	1.566	22,982	25,416	23,970	26,509	25,001	27,649
7	1.448	1.598	23,501	25,936	24,512	27,051	25,566	28,214
7 1/2	1.480	1.630	24,020	26,455	25,053	27,593	26,131	28,779
8	1.512	1.662	24,540	26,974	25,595	28,134	26,696	29,344
8 1/2	1.544	1.694	25,059	27,494	26,137	28,676	27,261	29,909
9	1.576	1.726	25,578	28,013	26,679	29,218	27,826	30,474
9 1/2	1.608	1.758	26,098	28,532	27,220	29,759	28,391	31,039
10	1.640	1.790	26,617	29,052	27,762	30,301	28,956	31,604
10 1/2	1.672	1.822	27,137	29,571	28,304	30,843	29,521	32,169
11	1.704	1.854	27,656	30,090	28,845	31,385	30,086	32,734
11 1/2	1.736	1.886	28,175	30,610	29,387	31,926	30,651	33,299
12	1.768	1.918	28,695	31,129	29,929	32,468	31,216	33,864
12 1/2	1.800	1.950	29,214	31,649	30,470	33,010	31,781	34,429
13	1.832	1.982	29,733	32,168	31,012	33,551	32,346	34,994
13 1/2	1.864	2.014	30,253	32,687	31,554	34,093	32,911	35,559
14	1.896	2.046	30,772	33,207	32,095	34,635	33,476	36,124
14 1/2	1.928	2.078	31,291	33,726	32,637	35,176	34,041	36,689
15	1.960	2.110	31,811	34,245	33,179	35,718	34,606	37,254
15 1/2	1.992	2.142	32,330	34,765	33,721	36,260	35,171	37,819
16	2.024	2.174	32,850	35,284	34,262	36,801	35,736	38,384
16 1/2	2.056	2.206	33,369	35,803	34,804	37,343	36,301	38,949
17	2.088	2.238	33,888	36,323	35,346	37,885	36,866	39,514
17 1/2	2.120	2.270	34,408	36,842	35,887	38,427	37,431	40,079
18	2.152	2.302	34,927	37,361	36,429	38,968	37,996	40,644

B. Salary Placement and Advancement:

1. Any employee with less than a master's degree shall be placed on Level I.
2. Any employee with a minimum of a master's degree shall be placed on Level II.
3. New employees shall receive credit for up to ten (10) years of prior work experience (a total of up to a maximum of ten [10] half [1/2] steps), as follows:
 - a. Each year of teaching experience shall be worth one (1) half (1/2) step.
 - b. Each year of related work experience in the trade or profession taught (not including military or research assistantships) shall be worth one (1) half (1/2) step.
4. Upon entry, Level I instructors will receive one additional step advancement for an associate degree or two additional steps advancement for a bachelor degree when hired.
5. Notwithstanding any other provision in this Agreement, additional steps may be awarded to a prospective faculty member, if in the sole judgment of the Board, it is necessary to meet competition or fill unusual openings on the staff.
6. All work experience for initial placement of new employees shall be accumulative with nine (9) month academic year equal to one (1) year of experience.
7. Effective July 1 of each year, all employees shall receive one (1) half (1/2) step increase. The schedule set forth in Article 17, Section A. shall consist of a maximum of eighteen (18) steps.
8. Level II employees shall receive additional step increases for education courses or courses in subject related fields. All courses must be graduate level unless the employee receives prior College approval. (New employees will also receive these credits when initially placed on the salary schedule).
 - a. Employees shall receive one (1) half (1/2) step for every twelve (12) full credit hours earned.
9. Completion of an associate degree will result in one additional step advancement on the salary schedule.

Completion of a bachelors degree will result in one additional step advancement on the salary schedule. Any employee who receives a bachelors degree without obtaining an associates degree will receive two additional steps advancement on the salary schedule.

C. Miscellaneous:

1. The College shall pay the employee contribution to the Public Employees Retirement System for all eligible employees.
2. Employees in the bargaining unit employed less than full time will be paid a pro rata portion of the full-time salary.
3. Members employed beyond the standard contract period shall be compensated at the rate of ten percent (10%) of their standard contract salary per additional month of employment.

D. Department Chairs:

Department chairs shall receive additional compensation based on the number of staff who are employed one-half (1/2) or more of a full-time workload in each respective area as follows:

Number of Staff	Additional Compensation
2	\$ 673
3	\$ 994
4 or 5	\$1,315
6 or more	\$1,638

Effective July 1, 1990, foregoing amounts shall be increased by thirty dollars (\$30) and on July 1, 1991, by forty dollars (\$40).

E. Summer Session

1. Instructors who teach summer session will receive twenty percent (20%) of their contracted salary for twelve (12) credit hours for academic courses or eighteen (18) contact hours for vocational courses with an average of ten students in each class.
2. The summer school salary shall be based upon the employee's regular salary using the salary schedule for the ensuing academic year.

3. A class with a student count of less than eight at the close of the first class may be cancelled by an administrator or the instructor.
 4. The instructor's salary will be prorated if he/she teaches fewer than twelve (12) credit hours or eighteen (18) contact hours. The instructor's salary will be prorated downward if the student count is less than ten to a minimum of seven (7). The registrar will determine the official number of students of each class when the class has completed one third ($1/3$) of the total class time for the course.
- Instructors with more than one class may average the student counts for the purpose of calculations in this section.

ARTICLE 18

FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement are subject to established annual budget procedures and in certain circumstances by vote of the citizens of the District. All such wages and benefits are therefore contingent upon sources of revenue, approval pursuant to established budget procedures, and, where applicable, annual voter budget approval. The College does not guarantee any level of employment of the bargaining unit covered by this Agreement or the continuation of any program. The College agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE 19

WORKLOAD

A. Weekly Workload:

The weekly workload for the full-time instructional faculty teaching academic courses shall be fifteen (15) credit hours. For full-time instructional faculty teaching vocational courses, the weekly workload shall be twenty-two (22) contact hours. The workload for full-time developmental education instructors shall be twenty-five (25) contact hours. The College may convert weekly contact hours to the equivalent quarterly clock hours or to equivalent credit hours.

B. Overload:

Annual overloads in excess of forty-seven (47) credit hours or sixty-nine (69) contact hours shall be compensated on a prorated basis as sixty-five percent (65%) of their contracted salary. In the event an instructor exceeds the limit, he/she shall be compensated for all hours in excess of forty-five (45) credit hours or sixty-six (66) contact hours. Developmental education instructors shall be paid an overload if their annual workload exceeds seventy-eight (78) contact hours and in such event shall be compensated for all hours in excess of seventy-five (75) hours. Preference for overload teaching shall be given to regular faculty (bargaining unit) members.

C. Underload:

If an instructor's student loads are relatively low, the instructor may voluntarily agree to an overload without additional compensation. If during any term a full-time instructor has more than one (1) class with less than six (6) students and the average class size is less than ten (10) students, or if less than a full-time faculty member has one (1) class with less than six (6) students and the average class size is less than ten (10) students, then the College may require the instructor to teach one (1) additional class without overload compensation. Instructors who voluntarily agree to teach community education and short-term training courses will not receive overload pay.

ARTICLE 20

EARLY RETIREMENT

A. Eligibility:

Subject to Board approval, full-time employees age fifty-five (55) or older with fifteen (15) consecutive years of full-time service or twenty (20) years of service regardless of age, are eligible for early retirement. The term "consecutive" shall be defined to include any College approved leave with or without pay. The option for early retirement ceases at age sixty-five (65). Once an employee elects to take early retirement and is granted such by the Board, he/she has no future rights to full-time employment at Treasure Valley Community College. An employee who retires under this Article forfeits future rights to full-time employment at Treasure Valley Community College.

B. Notice:

The employee shall provide notice to the College of his/her intent to retire at least ninety (90) days prior to June 30 or December 31, whichever date he/she elects. Such notice may be waived by mutual consent.

C. Benefits:

1. The retired employee will receive pay of one and one-half percent (1 1/2%) of final annual salary per month for four (4) years.
2. The retired employee may participate in College insurance programs provided to full-time employees by paying premiums.
3. All retired employees may participate in part-time employment such as consulting, teaching, curriculum development, and/or other specialty areas needed by the College.
4. All retired employees may attend College functions at no cost, excluding functions that provide meal service.
5. All retired employees may attend College classes on a space available basis with the tuition being waived.

ARTICLE 21

TERMINATION AND REOPENING

A. Effective Date:

This Agreement shall be effective as of the first day of July 1, 1989, and shall remain in full force and effect without reopening or further bargaining on any subject which was or might have been raised for collective bargaining, through June 30, 1992.

B. Negotiations of Successor Agreement:

Negotiations for a successor to this Agreement shall commence November 15, 1991, unless both parties give written notice of intent not to reopen negotiations by October 15, 1991. In the event that such notice is given by both parties, this Agreement shall automatically renew for a period of one year from July 1, 1992. If such notice is given by both parties by October 15 of the automatic renewal period, the contract shall continue to automatically renew for a period of one year from January 1 of each subsequent year. In the event this Agreement has not been renewed, modified or extended by the date on which it would otherwise terminate, the Agreement shall be automatically extended until such time as its successor is put into effect or until either party gives the other ten (10) days written notice terminating the Agreement.

Dated this 29th day of November, 1991

TREASURE VALLEY COMMUNITY
COLLEGE

By *Richard J. Albrecht*

TREASURE VALLEY EDUCATION
ASSOCIATION

By *David R. Kappa*

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHEMEKETA COMMUNITY COLLEGE

AND

**CHEMEKETA COMMUNITY COLLEGE
EDUCATION ASSOCIATION**

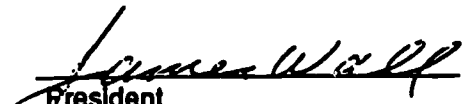
1989-1991

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CHEMEKETA COMMUNITY COLLEGE
AND
CHEMEKETA COMMUNITY COLLEGE
EDUCATION ASSOCIATION**

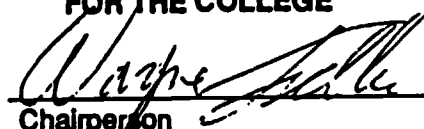
This Agreement between the Chemeketa Community College District Board of Education, hereinafter referred to as the "College," and the Chemeketa Community College Education Association of the Oregon Education Association as certified by the Employment Relations Board, and hereinafter referred to as the "Association." Executed this 28th day of February 1989, at Salem, Oregon, by the undersigned officers of authority on behalf of the College and the Association.

FOR THE ASSOCIATION


President
Chemeketa Education Association


Chairperson-Negotiations Team
Chemeketa Education Association

FOR THE COLLEGE


Chairperson
Chemeketa Community College
Board of Education


President/Clerk
Chemeketa Community College

ARTICLE 1 - RECOGNITION

- A. Chemeketa Community College hereby recognizes the Chemeketa Education Association affiliated with the Oregon Education Association and the National Education Association as the exclusive representative of the professional staff of the College, contracted by the College for a full academic year at one-half time or more to perform teaching, student counseling and/or other duties as directed by their immediate administrator, director, and/or dean.**
- B. Specifically excluded from the provisions of this Agreement are supervisory and confidential employees contracted by the College as management employees, all other employees not meeting the criteria set forth in Section A of this Article, and employees hired for a specific period of time under special state and federal programs, except for those employees who are members of the bargaining unit at the time they accept special project assignments. In such cases availability of grant funds will determine the extent of the benefits provided under this Agreement. The College agrees to make application for adequate grant funds to insure full compliance with the Agreement.**
- C. The College and the Association agree to the provisions of this document.**

ARTICLE 2 - AUTHORITY

- A. In the event that any provision of this Agreement is contrary to any policies adopted by the College prior to the effective date of this contract, the provisions of this Agreement shall then apply.**
- B. In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decisions shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.**

ARTICLE 3 - ALTERATION OF AGREEMENT

- A. Any time the College determines that personnel policies not covered by this Agreement should be amended or new personnel policies adopted, the college will provide the Association one (1) calendar**

month notice and an opportunity to respond prior to the time the amendment or new policy becomes effective.

- B. This document contains the full and complete Agreement reached on issues considered during negotiations. All prior college-wide conditions of employment which are mandatory subjects of bargaining in existence for at least two (2) years shall remain in effect for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE 4 - DURATION

- A. This Agreement shall be effective upon being signed by both parties and shall remain in effect through June 30, 1991.
- B. This Agreement shall be automatically renewed from year to year unless the College or the Association provides written notice to the other not later than December 1, 1990, of its desire to modify the Agreement for a successive term or to terminate the Agreement. In the event such notice is given, negotiations shall commence within sixty (60) days on the subject or subjects identified pursuant to the collective bargaining procedures of ORS 243.650 to 243.782.

ARTICLE 5 - MANAGEMENT RIGHTS

- A. The Association recognizes that the College has the responsibility and authority to manage and direct and otherwise control, on behalf of the public, all of the operations and activities of the College.
- B. The College retains all rights and prerogatives not specifically restricted by this Agreement.

ARTICLE 6 - STRIKES, LOCKOUTS

- A. The Association agrees that during the term of this Agreement they will not participate in a strike, work stoppage, slow down, picket line observance which interferes with an employee's normal duties, or other concerted work action at the College. Employees who participate in any such action may be subject to appropriate discipline.
- B. The College agrees that during the term of this Agreement there will be no lockout of members of the bargaining unit.

ARTICLE 7 - FUNDING

- A. The parties recognize that revenue needed to fund the provisions of this Agreement must be approved by established budget procedures and by a vote of the electorate of the District.
- B. This Agreement, therefore, is entered into contingent upon the approval by the electorate of a budget sufficient to fund the Agreement. The College agrees to include in its budget requests amounts sufficient to fund this Agreement.

ARTICLE 8 - ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right, without charge, to use College facilities for meetings. College facilities shall be scheduled in advance when they are required for meetings.
- B. Association business shall be transacted at such times that it will not interfere with the performance of the employee's regular duty; however, regular meetings of the Association shall be conducted at times outside of the generally recognized school day.
- C. The Association shall have the right to post notices on instructor bulletin boards and to use the College's mail service for communications, providing such postings and communications are not detrimental to the College. A copy of all posted notices shall be provided to the Personnel and Affirmative Action Department.
- D. The College shall place on the agenda of each regular meeting of the District Board of Education any matters brought to its consideration by the Association as long as those matters are made known to the President's office in accordance with District policies and College regulations.
- E. The President of the Association shall be the official advisory representative to the District Board and may attend all regular and special meetings of the Board. The representative may participate in all public proceedings with voice but without vote. If the President of the Association is unable to attend the meeting, another officer of the Association may substitute for the President.

- F. The Association shall be furnished agendas, minutes, budget documents and other written materials falling within the provisions of college policy and ORS Chapters 192 and 341.
- G. The Association will be provided within ten (10) working days of the beginning of each fall term a report containing the names, addresses and location of all bargaining unit members. Within ten (10) working days after the start of winter and spring terms the Association will be provided a report containing all changes to the bargaining unit.

ARTICLE 9 - CONTRACT COMPLIANCE

Any individual employment contract between the College and an individual, as defined in Article 1 of this Agreement, shall be subject to the terms and conditions of this Agreement. If such an individual employment contract contains language contrary to this Agreement, this Agreement during its duration shall be controlling.

ARTICLE 10 - NONDISCRIMINATION

- A. The College and the Association affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, physical handicap, national origin or marital status, as defined in ORS 659.
- B. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.
- C. This Article shall be excluded from arbitration. Appeals shall be made through appropriate college, state, and federal agencies.

ARTICLE 11 - RETRENCHMENT

- A. For purposes of this Article, retrenchment is a reduction in personnel or a reduction in an individual's workload made necessary by a lack of financial resources or because of substantially declining enrollment, or as a result of organizational or technological changes. If retrenchment is necessary, then reduction of personnel or reduction in an individual's workload shall be applied as hereinafter set forth.

- B. As soon as reasonable after the College determines that retrenchment may be necessary, but prior to its implementation, the College shall schedule meetings with the Association and such employees as the Association and the College invite to discuss and consider alternative actions (such as reassignment within the affected unit, transfer to another unit, or retraining). If the College still determines retrenchment is necessary, the College shall schedule a meeting with the Association to discuss implementation procedures.
- C. If the College determines that retrenchment is necessary, the affected personnel and the Association shall be notified, and retrenchment shall be made as circumstances require, provided that the following order be utilized to the extent feasible within each affected unit:
 1. Less than half-time employees
 2. Temporary employees
 3. Probationary employees
 4. Regular status employees

Retrenchment shall be made in the inverse order of length of continuous service from the most recent date of employment at the College, provided the remaining employees have the necessary qualifications to teach the remaining courses and/or perform the remaining duties.

An employee with experience in more than one affected unit shall be considered to have seniority in any unit where he or she has two (2) years of work experience within the last five (5) years.

- D. "Affected unit" for purposes of retrenchment shall be defined as a group of employees under the supervision of a director, or a dean if there is no director.
- E. Persons who are employed by the College outside the bargaining unit shall not accrue seniority while they are outside the bargaining unit. In any case, if they remain outside the bargaining unit for more than three (3) consecutive years, they shall relinquish all seniority rights.

- F. Employees who are reassigned or transferred may be required to complete specified activities in a reasonable, specified period of time for the purpose of more completely equipping themselves for their new assignments. Article 19 shall not apply to this situation. Failure to sign such agreement or meet its terms may result in the retrenchment of the employees from their previous positions.

The specified activities for affected employees would be determined by the appropriate administrators after conferring with the members of the employees' new department(s). These activities shall be determined only after an examination of the academic preparation, previous experience, and other background of the persons affected.

Qualifications for positions shall be no more than what would normally be required of new hires.

Costs associated with such retraining may be borne by the College and/or may be loaned to the employee. Such a loan may be forgiven if agreed-upon conditions for the loan have been met.

- G. Employees shall be fully informed about the proposed retrenchment and the extent of their rights. Affected employees may submit alternative proposals to the appropriate administrators.

1. Personnel to be retrenched as a result of organizational or technological changes shall be given notice ninety (90) calendar days prior to the time the retrenchment is to occur.
2. Personnel to be retrenched as a result of declining enrollment shall not be retrenched until the end of the term in which the declining enrollment occurs. In any event, the retrenched employee shall be given no less than forty-five (45) calendar days prior notice.
3. Personnel to be retrenched as a result of loss of financial resources shall be given notice ninety (90) calendar days prior to the time the retrenchment is to occur if such decision is made prior to May 6; seventy-five (75) calendar days notice if such decision is made prior to June 1; and sixty (60) calendar days notice if such decision is made after June 17.

- H. Members affected by reassignment, transfer, or retrenchment shall have recall rights within an affected unit for two (2) years and shall

be recalled in inverse order of being reassigned, transferred, or retrenched provided they are qualified to perform the assignment to which they are being recalled.

1. Nothing in this Section shall preclude the College from offering a retrenched employee another position at the College for which the College determines he/she is qualified. In such a case, the provisions of Article 14 would not apply.
2. The College will consider the recall and reassignment or transfer to vacant positions which become available in the bargaining unit during the recall period. The training requirements and guidelines in Section F of this Article could also apply to this situation.
3. Qualifications for recall shall be no more than what would normally be required of new hires.
4. An employee declining recall to a position of the same or greater salary as the position which he/she originally had shall forfeit further recall rights.

ARTICLE 12 - PERSONNEL FILES

- A. The College shall maintain an official personnel file in the College Personnel and Affirmative Action Department for each employee.
- B. The file shall contain copies of evaluations, commendations, letters or other materials deemed appropriate by the College. All entries must be dated and signed by the submitting party.
- C. Any materials placed in the personnel file shall be placed within a reasonable period of time. Except for employment intent letters and employment contracts returned to Personnel and Affirmative Action by the employee, the employee shall be notified within ten (10) working days and allowed to respond. Any written response of the employee shall be placed in the personnel file provided that the response is received by Personnel and Affirmative Action within fifteen (15) working days following the date of employee notification.
- D. The personnel file shall be open for inspection by the employee and such other persons as are officially designated by the College or

the employee in accordance with such rules and regulations as the College may adopt.

- E. Materials that are obtained confidentially by the College during the employing process shall not be made a part of the personnel file.
- F. Materials may be expunged from the file by mutual consent of the College and the employee.
- G. No materials in the personnel file more than five (5) years will be used in any proceeding conducted pursuant to the terms of this Agreement.
- H. Nothing in this Agreement shall be construed to prevent or restrict immediate administrators from maintaining individual working files which shall be deemed personal to the administrators as part of their work product. Such materials may not be utilized in any proceedings unless made a part of the official file at the time the College gives notice to the employee of disciplinary or dismissal action in question or unless relevant to rebut new information introduced by an employee in any proceedings.

ARTICLE 13 - EVALUATIONS

- A. Both the College and the Association agree that the purpose of evaluation at Chemeketa Community College will be the improvement of instruction and:
 - 1. To identify weaknesses in staff performance, and eliminate such weakness;
 - 2. To identify specific strengths and provide for formalized recognition of staff accomplishments;
 - 3. To provide staff members a means for identifying their growth and professional development;
 - 4. To help identify individual and in-service training requirements;
 - 5. To provide continuing documentation for pay and promotional actions or to determine whether an employee's employment should be continued.
- B. Nothing in this Section shall be construed to limit the evaluative techniques and methods that may be used, or to prevent individual departments from developing independent techniques and

methods so long as they are consistent with the purposes defined in Section A of this Article.

- C. A regular employee may be evaluated when the College determines to do so. If the College determines not to evaluate a regular employee for any reason, the lack of a formal evaluation shall not be used to justify denial of an increment or to support disciplinary action, termination, or nonrenewal.
- D. A recommendation for continuing employment, salary placement, or promotional action, any or all of which may include an evaluation as specified in Article 27, shall be in writing and shall be completed prior to March 1 of each year.
- E. To assist the staff in identifying their professional strengths and weaknesses, students and peers will be encouraged to evaluate the staff. These evaluations may be used as a means of identifying strengths or weaknesses in staff performance and to trigger further evaluation and corrective action when appropriate, but shall not be used in any proceeding which involves disciplinary action, termination, or nonrenewal. Copies of these evaluations shall be made available to the employee.
- F. If the College determines that the performance of an employee who has attained regular status is substandard (for instance, when an employee has received an evaluation rating of "need for improvement"), the following procedure shall be followed to provide an opportunity for the employee to improve performance: (See also Appendix A)
 - 1. The employee's immediate administrator shall hold a conference at which time the employee will be informed in writing of the deficiency and the level of performance expected of the employee.
 - 2. The immediate administrator may suggest methods of improvement to correct the deficiencies identified under paragraph 1.
 - 3. The employee will be given sixty (60) calendar days to meet the expected level of performance. This period may be extended by mutual consent in thirty (30) day increments to a maximum of one hundred twenty (120) calendar days. The March 15 date for "Notice of Employment" or nonrenewal shall be extended accordingly.

4. Once the employee has met or exceeded the level of performance outlined in Section F.1, the immediate administrator will notify the employee and trial service shall be discontinued.
 5. Employees who fail to meet the expected level of performance may be terminated or nonrenewed as provided in Article 15.
- G. The employee shall be provided a written copy of every official evaluation, and shall be afforded the opportunity to respond in writing to any evaluations made. If the employee chooses to respond, then the response will be attached to the evaluation and placed in the personnel file. In either event, the employee agrees to sign the evaluation.

ARTICLE 14 - NOTIFICATION OF VACANT POSITIONS

- A. In the event of the opening of a new or replacement bargaining unit position or of any other new or replacement position for which members of the bargaining unit would be qualified, the employer shall post notice on specified college bulletin boards of the availability of the position, the qualifications necessary and the approximate date the position will be available. Advertising and posting shall be for a minimum of five (5) working days or fifteen (15) calendar days, whichever is less.
- B. This provision shall not be applicable for temporary appointments to complete the remainder of an academic term or for new temporary positions with an anticipated duration of less than one (1) year.
- C. The College shall continue to include professional staff in the process of selecting bargaining unit personnel. However, nothing herein shall be construed to limit the right of the College to exercise its sole discretion in the employment of personnel.

ARTICLE 15 - EMPLOYMENT STATUS

- A. Every new employee shall serve a probationary period equivalent to three (3) full calendar years, minus the summer terms. An employee may be required to serve one (1) additional year of probation when, in the judgment of the immediate administrator, the employee has not achieved the desired level of improvement outlined for him/her in accordance with Section B of this Article but has improved to the extent that the additional year of probation

may allow him/her to make further improvement necessary to merit regular status. Extensions of probation must be approved by the appropriate administrator.

- B. Probationary employees shall receive performance appraisals as follows:
 1. They shall be provided a written job description, guidelines for their evaluations, and a full-time faculty handbook as early as possible during the first term of their employment.
 2. They shall be evaluated at least twice within their first three (3) academic terms of employment. They shall then be evaluated at least twice during their next three (3) academic terms of employment. They shall then be evaluated at least once during their next three (3) academic terms of employment. The accumulated effect of the required probationary evaluations will be five (5) evaluations during the nine (9) academic terms. In cases where probation is extended, there shall be one (1) additional evaluation during the additional three (3) academic terms.
 3. The evaluations shall be in writing, identifying areas in which the immediate administrator notes that improvement is required, specifying performance objectives in such areas. The performance objectives to be improved are noted on the evaluation form.
- C. Contracts for the probationary period shall be for one (1) year. A probationary employee may be nonrenewed, in accordance with Section D of this Article, for any cause deemed in good faith sufficient by the College and may be terminated at any time, so long as such action is not arbitrary or in bad faith.
- D. If the College decides not to renew the contract of a probationary employee, the College shall provide notice of the nonrenewal decision no later than March 15. A notice of nonrenewal shall be sent by certified mail to the employee's last known address and shall include the reason(s) for the nonrenewal. If the College fails to provide such notice by March 15, then an offer of reemployment shall be considered to have been made and the employee may validate such offer by providing written notice to the College prior to April 1 of his/her acceptance of the offer.

- E. An employee who completes his/her probationary period shall attain regular status unless he/she was notified of nonrenewal in accordance with Section D of this Article. The employment of a regular employee may be terminated for just cause.
- F. All employees shall receive notices of their employment status by March 15 of each year. Such notices shall include the total number of contract duty days, the date the work year shall commence, the employee's salary step, and the employee's status as a probationary or regular employee. On or before April 1, an employee shall acknowledge receipt of the notice of employment status and shall notify the College in writing of his/her intent to continue employment. Failure by the employee to provide written notification to the College shall release the College from any additional obligation.
- G. Employees shall be considered to have completed a year of employment if they have been contracted for a full academic year at one-half or more of the workload for that year. Employees who begin service in mid-year shall be considered to have completed a year of employment if they have been contracted for three academic quarters at one-half or more workload for that period.
- H. Any termination for inadequate performance shall be on thirty (30) calendar days notice.

ARTICLE 16 - SICK LEAVE

- A. At the beginning of each year, each employee on a 180 day contract shall be granted a ten (10) day sick leave allowance; each employee on a 200 day contract shall be granted an eleven (11) day sick leave allowance; and each employee on a 230 day contract shall be granted a twelve (12) day sick leave allowance.
- B. The accrued but unused portion of sick leave shall accumulate to an unlimited number of days.
- C. At the beginning of the fourth year of full-time employment, but not in succeeding years, each employee on a 180 day contract shall be granted an extra three (3) days of sick leave.
- D. Employees who are absent due to illness or injury may be required to keep their immediate administrators informed as to their

physical status. Procedures for reporting shall be as specified by the immediate administrators.

- E. Sick leave accumulated under employment with other Oregon community colleges may be transferred to a new employee's sick leave account when provided by law.
- F. Sick leave is in the nature of insurance against loss of income as a result of incapacitory illness or injury of the employee. Accrued but unused sick leave is not payable on termination of employment for any reason provided that upon retirement the value of one-half (1/2) of accumulated sick leave may be added to the final year's salary for the purposes of determining final average earnings to be used in computing benefits under the Oregon Public Employees Retirement System.

ARTICLE 17 - LEAVES WITHOUT PAY

- A. An employee may be granted a leave of absence without pay for up to two (2) years if the particular educational program for which the employee is responsible will not be adversely affected by his/her absence. Requests for such leaves shall be submitted to the employee's immediate administrator in writing and must include a detailed explanation of the reason for the requested absence. Requests shall be submitted in sufficient time to allow reasonable time for review. A response to such a request will be given in time to allow the employee adequate notice of its disposition prior to the period for which the leave is being requested.
- B. Leaves of absence without pay for less than two (2) weeks will require the approval of the dean. Leaves of absence without pay for more than two (2) weeks, up to one (1) academic term, will require the approval of the President. All other requests or leaves of absence without pay will require the approval of the District Board of Education.
- C. During such leave(s) which exceed one (1) month in duration the employee shall not accrue any benefits; however, arrangements may be made by the employee with the College to defer upon himself/herself the costs of group insurance benefits, if approved by insurance carrier, for the duration of such leave.

D. Employees shall be returned from such leave at the salary step which they had earned at the time the leave was granted, except when the leave was granted for an approved professional development activity, in which case the employee, if the employee establishes that approved activity has been satisfactorily completed, will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred. In such event, not more than one (1) additional step may be granted. Reinstatement of group insurance benefits shall be requested of the insurance carrier(s) but reinstatement shall be governed by the terms of the insurance policy or policies.

E. An employee on Long Term Disability Leave that does not exceed one (1) year shall be returned from such leave to the same position and salary step assigned at the time the LTD leave was granted. An employee on LTD leave for more than one (1) year shall have a right of recall for additional periods of one (1) year for each two (2) years he/she had been employed by the College prior to the commencement of his/her LTD leave, to a maximum of five (5) years. An employee who wishes to exercise his/her right of recall under this provision shall notify the College of his/her availability for work and shall be recalled to the first available assignment he/she is qualified to perform. Such employees shall be returned at the same salary step assigned at the time the LTD leave was granted.

ARTICLE 18 - SABBATICAL LEAVE

A. Employees shall be eligible for three (3) terms sabbatical leave after having completed six (6) years of full-time service in the bargaining unit. After taking a sabbatical, employees shall become eligible for one (1) additional term sabbatical after having completed two (2) additional years of full-time service in the bargaining unit, with a maximum accumulation of three (3) terms sabbatical earned, and can only be taken if a minimum accumulation of two (2) terms sabbatical are earned.

B. A sabbatical leave committee comprised of five (5) members shall be appointed. Two (2) persons shall be appointed by the Association, and three (3) persons by the College. Sabbatical leaves shall be granted for the purpose of educational travel and/or advanced study which would have a direct impact on the quality of education-

al services at the College. Criteria for qualification and procedures for the application of such criteria shall be determined by the sabbatical leave committee. If, according to guidelines and procedures established by the sabbatical leave committee, a sufficient number of qualified applications are received, four percent (4%) of the total employees shall be permitted to leave at any one time.

C. Compensation for salary, sick leave allowance, and personal business leave allowance for employees who are granted sabbatical leave will be seventy-five percent (75%) for each term of sabbatical leave.

1. Employees taking a full year's sabbatical will be given the option to spread the seventy-five percent (75%) compensation over a period of time equal to twice the time of the sabbatical leave.

EXAMPLES:

	(a)	(b)	(c)	(d)	(e)
Sabbatical	75%	95%	90%	85%	85%
Period 1	100%	90%	90%	90%	95%
Period 2	100%	90%	95%	100%	95%

(Note: Period 1 may be taken before or after the sabbatical.)

2. Employees who have never taken a sabbatical at the College and who have had at least ten (10) years of full-time service in the bargaining unit shall be compensated at eighty-five percent (85%) for up to three (3) terms of leave which must be taken within six (6) years of the commencement of the first term of leave.

3. All other employee benefits shall be maintained at the normal rate during the period of the sabbatical.

D. Sabbatical leave applications must be completed and submitted in writing to the requesting employee's immediate administrator not later than February 15 of each year for leaves to be taken the following year. If all eligible leaves are not awarded on the February date, applications for a spring leave will be accepted until October 1. Sabbatical leave applications and procedures for preparing and processing of requests are available in the College Personnel and Affirmative Action office. Periodic reports shall be made by faculty members while on sabbatical.

- E. Upon completion of the sabbatical leave the employee must return to the employ of the College for a period two (2) times as long as the duration of the leave. The College agrees that the employment offer will be of at least equal status to that held prior to the leave.
- F. In the event the employee fails to return to the employ of the College, he/she may be required to return any or all of the compensation received from the College during the period of the leave.
- G. Employees returning from sabbatical leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The College agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which an employee is required to take by the College.
- B. The College will establish a fund for the purpose of supporting faculty professional activities such as travel to make presentations at professional gatherings, travel to participate as an officer in a professional organization, or honoraria for faculty who make presentations for the professional growth of other faculty. Criteria for the awarding of funds and application procedures will be developed and administered by the Academic Services Council. The criteria, application procedures, and amount of funds available will be made known to faculty by the College at the beginning of each academic year.
- C. At the beginning of each academic year, each department will be credited with the sum of two hundred fifty dollars (\$250) per full-time faculty member for the travel and professional activities of departmental faculty.
- D. Training which may be elected by the employee for reassignment or transfer to avoid retrenchment or to activate recall is addressed solely in Article 11, and is not subject to Section A of this Article.

ARTICLE 20 - PARENTAL LEAVE

- A. Maternity leave from the midpoint of pregnancy or upon recommendation of her physician to a maximum of one (1) year shall be granted without compensation.
- B. Employees who take maternity leave after completion of at least two (2) terms of an academic year will receive credit for a full year of teaching experience; however, time spent on maternity leave may not be applied toward the completion of the probationary period.
- C. Except as provided in Section B of this Article, employees returning from maternity leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.
- D. Upon request by the employee, the Board may extend the leave beyond the one year limit specified in Section A of this Article. However, credit on the salary schedule shall not be allowed for such extensions.
- E. Employees may use accrued sick leave during the period(s) of actual disability relating to the pregnancy if such disability occurs during a period of active employment.
- F. Upon request, an employee shall be allowed up to one (1) year's leave without pay for paternity or adoption. Such leave may be extended by the College beyond one (1) year.

ARTICLE 21 - BEREAVEMENT LEAVE

- A. In the case of death in the employee's immediate family, the employee shall be granted such time as is required up to three (3) working days leave with pay for the purposes of attending the funeral or making the necessary arrangements. Bereavement leave shall not be cumulative from year to year. Up to an additional five (5) working days may be granted when necessary for the purpose of travel connected with attendance at the funeral or making necessary arrangements, which shall be deducted from accrued but unused sick leave.
- B. For the purposes of the Article, immediate family shall include: parent, child, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, aunt,

uncle, grandparent, grandchild, or a dependent who lives in the household.

- C. The employee shall provide the earliest possible notice of his/her absence to the College and following his/her return to duty, he/she may be required to submit a written validation of the reason for the leave.

ARTICLE 22 - POLITICAL LEAVE

- A. A faculty member who is elected or appointed to a full-time public office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay for the duration of such public service.
- B. Upon his/her return, he/she shall be placed at no less than the same position on the salary schedule as he/she was at the time the leave was granted.
- C. A leave of absence without pay for one (1) term shall be granted to any faculty member upon application for the purpose of running for political office.

ARTICLE 23 - PERSONAL BUSINESS OR EMERGENCY LEAVE

- A. An employee shall be granted up to two (2) days personal leave with pay each year, providing:
1. A satisfactory explanation is provided in a written request to the immediate administrator which shall be kept confidential by the immediate administrator;
 2. The employee states in the request that such leave is to be taken for important personal business, not of a recreational nature, nor for child care purposes, that cannot be conducted outside of regular working hours; and
 3. The request be submitted to the employee's immediate administrator in sufficient time to allow for rescheduling of responsibilities if necessary. Advance approval for such leave is obtained from the employee's immediate administrator, except in the case of a bona fide emergency in which event approval may be granted after the leave is taken.

- B. Personal business leave shall not accumulate from year to year.

ARTICLE 24 - JURY DUTY

- A. An employee shall be granted leave with pay for service upon a jury or when subpoenaed as a witness; however, such compensation shall be reduced by the amount the employee receives for such jury service or as a witness, excluding compensation for travel or expenses.
- B. During the period of time an employee is on jury duty, he/she will be responsible for reporting for duty at the College on those days when he/she is not required to report for—or is excused for the day from—jury duty.

ARTICLE 25 - TUITION WAIVER

- A. The employer agrees to waive tuition for any employee or member of his/her immediate family who enrolls in classes at Chemeketa Community College. Such classes may be taken either with or without credit; however, tuition waiver shall apply to a maximum of twelve (12) course hours, not more than six (6) of which may be nonreimbursable course hours (aggregate) per term for each employee and/or family. Immediate family for this purpose shall include spouse, children, or dependents who live in the household.
- B. An employee may enroll in a class providing attendance does not interfere with the employee's regular responsibilities to his/her students, he/she has first received written permission from his/her Director, and such classes do not require rescheduling of assigned classes and duties.
- C. In no instance shall the employee or family member taking tuition-free classes result in the displacement of students paying tuition for class(es).

ARTICLE 26 - CALENDAR

- A. The contract year shall not exceed 180 days, 200 days and 230 days, including the following holidays: Veteran's Day, Thanksgiving and the Friday following Thanksgiving Day, and Memorial Day. Labor Day, Fourth of July, Christmas Day and New Year's Day shall be considered paid holidays for any employee whose normal work schedule requires him/her to be on duty the day before and

the day after such holiday, excluding weekends. Employees shall work their last scheduled day preceding and their first scheduled day following the holiday including weekends as a prerequisite to pay for such holidays.

- B. Prior to official adoption, any proposed calendars affecting the bargaining unit will be referred to the Association for review and recommendation.
- C. Employees may upon request and with the approval of the immediate administrator work up to four (4) additional days where necessary in connection with preparation for a school term.

ARTICLE 27 - SALARY

- A. The employer and the employees agree that the thirteen (13) step salary schedule index as set forth below shall be the official salary schedule for employees for the term of this Agreement and shall not be deviated from except as provided through this Agreement or through mutual consent of the Association and the College.

Shown below are the factors used for generating the salary schedule.

SALARY SCHEDULE INDEX

Steps	180 Days	200 Days	230 Days
0	1.000	1.111	1.222
1	.957	1.063	1.169
2	.916	1.018	1.119
3	.876	.974	1.071
4	.839	.932	1.025
5	.803	.892	.981
6	.768	.853	.939
7	.735	.817	.898
8	.704	.782	.860
9	.673	.748	.823
10	.644	.716	.787
11	.617	.685	.754
12	.590	.656	.721

- B. The salary schedule index above shows that the steps have been relabeled from the 1988-89 schedule. This is intended to show an additional new top salary and the elimination of the prior lowest entry salary. The salary schedule index shall be used each year to generate the actual dollar amounts for the salary schedule.

1. Effective July 1, 1989, the base salary of \$34,510 for 1988-89 shall be increased by four and one half percent (4.5%), plus a Portland Consumer Price Index for all urban consumers (CPI-U) formula with a minimum two percent (2%).
 - a. If the annual average Portland CPI-U exceeds two percent (2%), then eighty percent (80%) of the increase between two percent (2%) and the average annual increase up to a maximum increase in the index of six percent (6%), shall be added to the above minimum two percent (2%) increase. Total salary maximum increase could be five and two tenths percent (5.2%) from the CPI-U, plus the four and one half percent (4.5%).
 - b. The Portland CPI-U average annual increase shall be determined by averaging the percent change of the Portland CPI-U for each of the following reporting periods: January 1988 to January 1989; July 1988 to July 1989.
2. Effective July 1, 1990, the 1989-90 base salary shall be increased by a minimum of two percent (2%).
 - a. If the annual average Portland Consumer Price Index for all urban consumers (CPI-U) exceeds two percent (2%), then eighty percent (80%) of the increase between two percent (2%) and the average annual increase up to a maximum increase in the index of six percent (6%), shall be added to the above minimum two percent (2%) increase. Total salary maximum increase could be five and two tenths percent (5.2%).
 - b. The Portland CPI-U average annual increase shall be determined by averaging the percent change of the Portland CPI-U for each of the following reporting periods: January 1989 to January 1990; July 1989 to July 1990.

C. Criteria for minimum placement on the salary schedule shall be as follows:

1. Placement on Step 12:

- a. Individuals with five (5) years of full-time experience in the field of their primary assignment; or
- b. Individuals with an associate degree and four (4) years of full-time experience in their field of primary assignment; or
- c. Individuals with a baccalaureate degree from an accredited college or university and three (3) years of full-time experience in the field of their primary assignment; or
- d. Individuals with a master's degree from an accredited college or university.

2. Placement on Step 11.

- a. Individuals with eight (8) years of full-time experience in their field of primary assignment; or
- b. Individuals with a master's degree from an accredited college or university with at least thirty (30) quarter hours of graduate credit in their field of primary assignment and one (1) year of full-time experience in their field of primary assignment; or
- c. Individuals with at least ninety (90) quarter hours of graduate credit from an accredited college or university in their field of primary assignment.

3. Placement on Step 10:

- a. Individuals with twelve (12) years of full-time experience in their field of primary assignment; or
- b. Individuals with at least ninety (90) quarter hours of graduate credit from an accredited college or university and one (1) year of full-time experience in their field of primary assignment.

4. Placement in cases of special need:

The College President may, in cases of special need, authorize the initial salary placement of an individual at any step on the salary schedule.

D. Full-time experience shall mean an accumulation of three (3) academic terms of teaching with an academic assignment of fifty percent (50%) or more.

E. Movement on the salary schedule Steps 12 through 0:

Herein the annual performance rating refers to that evaluation which contains the recommendation for salary step placement for the following year.

1. An employee obtaining an annual performance rating of "Outstanding Performance" will receive one (1) step and may receive one (1) additional step for the following year.
2. An employee obtaining an annual performance rating of "Effective Performance" will receive one (1) step for the following year.
3. An employee obtaining an annual performance rating of "Need for Improvement" may remain at his/her present step for the following year. Such an employee will be evaluated and may be placed in trial service status under Article 13.F. Where appropriate an Improvement Plan (see Appendix A) will be developed by the employee and the immediate administrator. The employee's immediate administrator will identify the problem area(s) and suggest methods of improvement.
4. Step movement beyond the terms of this Agreement shall not be considered a continuation of this contract and is subject to the bargaining process.

F. Employees engaged in extra responsibilities beyond the normal contract responsibilities shall be compensated as determined by the director and dean.

G. Employees required to work more than their contract days shall be compensated for their additional days at the applicable per diem rate of 1/180, 1/200, or 1/230 for each additional day worked. An official College holiday shall be considered a working day if it occurs during the period of the extended contract.

H. The College shall not withhold from employee compensation the contributions required by ORS 237.071; and shall assume and pay the employee contributions to the Public Employees Retirement System for employee members participating in the Public Employees

Retirement System or a maximum contribution by the College of six percent (6%) of the employee's salary for purpose of the Public Employees Retirement System. Such payment of employee member monthly contributions to the System shall continue for the life of this Agreement. The full amount of required employee contributions paid by the College on behalf of employees shall be considered as "salary" within the meaning of ORS 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such paid employee contributions shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

- I. Effective July 1, 1990, employees who have been at the top of the salary schedule (step 0) for at least one (1) year shall receive a tax-sheltered annuity (TSA) in the amount of one and one-half percent (1.5%) of their annual contracted salary.

ARTICLE 28 - WORKLOADS

- A. The normal week for full-time employees shall be thirty-five (35) hours per week on the campus or at their work station.
- B. The normal maximum teaching load per term for instructional staff is fifteen (15) total hours. Each lecture credit hour shall count as one (1) total hour; whereas, each laboratory contact hour shall count as 15/22 or .682 total hours. Workloads shall be applied on an annualized basis with the normal maximum teaching assignment as forty-five (45) total hours.
- C. If during the regular three (3) term college year an instructor's regular teaching load exceeds forty-six and a half (46.5) total hours, the instructor shall, upon completion of the year, be paid for this overload assignment. The total hours shall be paid on a pro rata basis on forty-six and a half (46.5) for all total hours greater than forty-six and a half (46.5).
- D. Section B shall not prohibit the adjustment of workloads. It shall be the responsibility of the immediate administrator to fix and adjust workloads as circumstances warrant. There is no intent to increase workloads which have in the past normally been forty-five (45) hours to forty-six and a half (46.5) hours. If it is necessary for only a few in a program area to have an assignment totaling forty-six

and a half (46.5) or more hours one year, then an honest effort will be made to have a decreased workload for them the following year.

- E. The additional compensation provided for in Section C of this Article shall not apply if, all things considered, the employee's overall workload is substantially equivalent to that described in Sections A, B, C, and D of this Article. Any disagreement with regard to whether such equivalency exists may be submitted as a grievance in accordance with Article 36 of this Agreement.
- F. The immediate administrator shall meet with the department or program areas to obtain input from staff on concerns and alternatives related to scheduling. These meetings shall occur prior to the scheduling process.
- G. Workloads and academic advisees shall be divided equitably among the employees in each department and program area on an annual basis. The same instructors within a department or program area will not always be given an overload assignment.
- H. Normally, an instructor's assignment shall not require more than three (3) different lecture preparations per term. The immediate administrator shall discuss exceptions with the instructor. The instructor shall be given the opportunity to suggest alternatives prior to official assignment.
- I. The employee shall not be assigned to instruct classes or be given assignments for which he/she has not had preparation, either through education, training, experience, or informal study.
- J. The Association will be allowed at its expense to reduce the workload of the Association President up to one-half (1/2) time per year. Notice of the amount of workload reduction requested must be given prior to July 1 of each year for the following academic year, unless agreed otherwise by the President of the College.

ARTICLE 29 - EMPLOYEE BENEFITS

- A. The College will maintain insurance benefits for all faculty and dependents which are not less than those in the last contract.
 1. The College will assume and pay all premiums for faculty members with full one hundred percent (100%) assignments.

2. Effective July 1, 1989, the College will pay the same percent on premiums as the assignment level when employees work less than one hundred percent (100%). This section does not apply to approved workload assignments prior to July 1, 1989.
 3. Employees on partial retrainments shall have their premiums paid at the same level as their assignment just prior to the partial retrainment.
 4. All disabled employees shall receive all insurance benefits through the period of their qualified recall right as specified in Article 17.
- B. Faculty members who have served the College for a minimum of ten (10) years of continuous service immediately prior to retirement from the College and have reached the age of fifty-five (55) but not yet sixty-two (62) are eligible for early retirement.**

1. Employees will submit their name to a pool of faculty to be assigned, by mutual consent, to a part-time workload.
2. A monthly stipend will be paid up to age sixty-two (62) based on the total number of years of service to the College. The monthly stipend shall be four hundred dollars (\$400) for ten (10) years of service, plus ten dollars (\$10) for each year of service beyond the minimum ten (10), e.g. twenty (20) years of service earns a monthly stipend of five hundred dollars (\$500).

Notwithstanding the above, employees who retire prior to age fifty-eight (58) will have the option of receiving the amount calculated above for a maximum of forty-eight (48) months or of receiving the same amount of stipend divided over the months between retirement and age sixty-two (62).

3. The total month stipend will be subject to prorating for faculty members who have had a reduced contract during their employment with the College. That formula is:

(Sum of yearly percentage
of assignments) + (Total years) = stipend percentage

4. Approved paid or unpaid leaves of absence, excluding sabbaticals, do not constitute a break in continuous years of service, but will not be counted as time served for this option.

5. Faculty members who retire under this option shall be able to participate, up to age sixty-five (65), in College group health insurance plans, including their spouse, and provided that the faculty member pays the premiums.
6. Stipends or benefits are not transferable to a spouse in the event of the employee's death.
7. A minimum of six (6) months' notice must be given prior to the planned date of retirement. Normally, retirements should be effective at the end of an academic term. This requirement may be waived by the College President.

ARTICLE 30 - INSTRUCTIONAL AUTHORITY

- A. Each employee will be given the initial responsibility to determine classroom discussion and method of presentation of the subject he/she teaches subject to the evaluation procedures as outlined in Article 13 of this Agreement.
- B. Instructors will initially select the appropriate textbooks and other instructional or informational materials for their subjects or areas of concern in accordance with the policies and guidelines as developed by the College. Upon approval of the Immediate administrator, alternate textbooks and other instructional or informational materials may be utilized.
- C. The Instructor shall maintain the first right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with the Instructor. No Immediate administrator shall change a grade or evaluation unless there has been a miscalculation or a misapplication of course grade criteria as specified in the course syllabus resulting in the assignment of an incorrect grade.
- D. Members of the bargaining unit shall be included on any committee or task force established by the College to review curriculum, program, or course changes. Such assignments shall be equitably distributed among department or program areas.

ARTICLE 31 - ASSIGNMENT OF SUMMER AND EVENING COURSES

- A. Where an opening exists, the option of teaching in the summer or up to half-time evenings and weekends during the academic year beyond the normal workload shall be offered first to a member of the bargaining unit who is otherwise qualified to teach the class, before persons not currently employed by the College are employed to teach such classes. The College may decline to consider any employee for a summer or evening assignment if such employee has not submitted a written application and willingness to accept such an assignment to the College Personnel Office not later than the scheduled deadline for receipt of applications. Anyone under this provision who accepts such an offer and subsequently refuses to teach shall lose all his/her rights under this provision. Nothing in this provision shall be construed to permit an employee to bump an incumbent instructor in a particular course whether or not a member of the bargaining unit.
- B. This Article shall be interpreted in a manner consistent with the affirmative action guidelines.

ARTICLE 32 - PERSONNEL RELATIONS

- A. All employees shall be accorded treatment by their immediate administrators in a manner befitting the professionalism of both parties. Any criticism of performance, therefore, shall be made in confidence. Employees shall not be disciplined without just cause.
- B. Whenever any employee is required by the College to appear before the President, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position or the salary pertaining thereto, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview.
- C. The College will not discriminate against an employee because he/she makes a complaint, whether contractual or non-contractual.

- D. The College recognizes that the personal life of the employee is not an appropriate concern of the College except to the extent that such activity affects the employee's ability to do his/her job.
- E. Employees desiring to terminate employment with the College are requested to notify their immediate administrator and the Director of Personnel, in writing, and whenever possible, at least one (1) academic term prior to the requested effective date of the termination.
- F. Any written complaint regarding an employee will be promptly investigated and called to the attention of the employee. If the College determines there is merit to the complaint, it will be brought to the attention of the employee within fifteen (15) working days. The employee will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE 33 - COPYRIGHTS - PATENTS

- A. All written materials and other instructional materials developed where the writer or developer is reimbursed by the College for the work, or the work is done on regular College work hours, becomes the property of the College. The College has the right to print and use such materials so long as they are not published or sold for a commercial profit, then the College Board or its representative negotiates a settlement with the writer or developer.
- B. Any written materials or other instructional materials developed by an employee on his/her own time are deemed to be his/her property. Use of the published works of an employee by the College is accomplished by standard procedures through publishers. Any use or publication of other such material by other staff members, by the College, or its designated agents, other than the developing person, is arranged through a negotiated agreement with the author and publishers.
- C. Original instructional materials, not the property of the College, developed by employees are available to other staff members only with permission of the originator.
- D. All video tapes or films made by the College become its property with the restriction that they may not be sold or used for a commercial profit. The College has the right to use the video tapes and

films without limitations to broadcast or show for all educational purposes over educational television and also over commercial or governmentally owned or operated stations, providing that the broadcast of such programs is on a so-called "sustaining" basis and not commercially sponsored. Use for commercial profit in any form may be arranged through a negotiated agreement between the party or parties involved, or their designated agents, and the College.

ARTICLE 34 - ASSOCIATION DUES AND FAIR SHARE

- A. **Association Dues:** Any faculty member may request in writing that the faculty member's regular Association membership dues and assessments be deducted from the faculty member's salary. The first monthly deduction shall be made on the following pay date after authorization is received. Such authorization shall continue in effect until revoked in writing. A faculty member may cancel the deduction authorization between September 15 and October 15 of each year. The college shall deduct the dues and assessments each month beginning in September of each year. Deductions for faculty members whose authorization is received after the commencement of the academic year shall be prorated so that the full amount of the Association dues and assessments shall be completed by August following the first deduction. The amount of Association dues and assessments collected shall be remitted to the Association each month at no cost to the faculty member or the Association. The College in a reasonable manner shall provide the Association the names of the persons whose dues and assessments the College has deducted.
- B. **Fair Share:** The College shall deduct an in-lieu-of-dues payment each month from the pay of each faculty member who is not a member of the Association. The total amount shall be the annual dues and assessments of the Association. Any faculty member who has not requested payroll deduction of Association dues and assessments or who has not certified to the College that he or she has paid dues and assessments directly to the Association shall be subject to the provisions of this Section. Such request to payroll deduction or certification of direct payment of dues and assessments shall be made by October 15. The amount of Fair Share fees collected shall be remitted to the Association each month at

no cost to the faculty member or the Association. The College in a reasonable manner shall provide the Association the names of the persons whose fees the College has deducted.

- C. The Association shall hold the College harmless from any claims against the College as a result of deductions paid to the Association.

ARTICLE 35 - EFFECT OF AGREEMENT

- A. **Waiver of Further Bargaining -** Both parties agree that during the course of negotiations which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals and analyzing positions. The parties further assert that all obligations and benefits contained in the Agreement are the result of voluntary agreement.
- B. **Printing Agreement -** Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format as soon as practicable after the Agreement is signed. The Agreement shall be presented to all bargaining unit members now employed or hereafter employed by the Board. An additional twenty-five (25) copies of the Agreement will be given to the President of the Association.

ARTICLE 36 - GRIEVANCE PROCEDURE

- A. **Definitions**
1. A "grievance" shall mean a complaint by an employee or employees of Chemeketa Community College or of the Chemeketa Community College Unit of the Oregon Education Association, hereinafter called the Association, that there has been a violation of any provision of this contract.
 2. The "aggrieved" is the person or persons making the complaint.
- B. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level and there shall be no suspension of work or interference with the operations of the College. Meetings or discussions involving grievances or grievance procedures shall be scheduled at times so as not to

Interfere with the employee's duties. The aggrieved may be accompanied by a representative of his/her choice when presenting the grievance at any step.

- C. An employee shall be responsible for instituting the first step of the grievance procedure by presentation of a Grievance Conference Request Form to the immediate administrator within fifteen (15) working days after the facts upon which the grievance is based first occur or first become known to the employee, or the grievance will be deemed waived.
- D. Grievances will be processed in the following manner and unless mutually agreed upon by the parties, within the stated time limits.
1. Step 1
 - a. The aggrieved and his/her immediate administrator will meet to informally discuss the grievance, within ten (10) working days after the employee's Grievance Conference Request Form is received, and make an earnest attempt to resolve the grievance. The Director of Employee Relations may get involved in the informal discussions to help resolve the grievance.
 - b. If the grievance is not resolved informally, within ten (10) working days provided in part a., it shall be reduced in writing by the aggrieved who shall submit it to the division dean, with a copy to the Director of Employee Relations, within ten (10) additional working days. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. (Steps 1.a and 1.b are a maximum of thirty (30) working days.)
 - c. The division dean, or representative, shall review the grievance, arrange for necessary discussions, and give a written answer to the aggrieved, with a copy to the Association, within ten (10) working days after receipt of the written grievance.
 2. Step 2
 - a. If the grievance is not resolved in Step 1, the grievant may file

the grievance in writing to the College President. Such appeal shall occur within ten (10) working days after receipt of the division dean's written answer in Step 1.

- b. The President or his representative shall thoroughly review the grievance, arrange for necessary discussion, and give a written answer to the employee with a copy to the Association no later than ten (10) working days after receipt of the written grievance.
3. Step 3
- a. Grievances not settled in Step 2 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, whether individual or Association, should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall file a written notice of a request for arbitration to the President within fifteen (15) working days following the President's answer concerning the alleged grievance.
 - b. All grievances shall be heard on a striking basis by a panel of three (3) arbitrators to be selected by the mutual agreement of the parties. The three arbitrators selected shall serve as permanent arbitrators for the duration of the agreement.
 - c. The hearing and all other proceedings shall be conducted according to the voluntary rules of the American Arbitration Association.
 - d. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement, and his decision shall be based on whether or not the Agreement has been violated.
 - e. A decision of the arbitrator shall, within the scope of his authority, be binding upon the parties.
- E. The College and Association will share equally any joint costs of the arbitration procedure such as the fee and expense of the arbitrator and the cost of the hearing room.

F. Initiation of Group Grievances

1. Where more than one employee has a common grievance, the Association may initiate a group grievance on their behalf. In such a case, a written grievance may be filed originally with the director or division dean in the event more than one is involved.
2. The same steps and time intervals shall apply as in the individual grievances.
3. The Association shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the President. The remainder of the procedure shall be as provided for the individual grievances.

G. General Provisions

1. No reprisals of any kind will be taken by the employer or by any members of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.
2. Failure at any step of the procedure to communicate the decision in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

APPENDIX A Improvement Plan

The Intent of the Improvement Plan is to offer an opportunity for employees to become more effective when they receive a "Need for Improvement" rating. This Appendix is to be used in conjunction with Article 13-F.

1. Each area in which a "Need for Improvement" is identified on the performance rating will be considered in developing the Improvement Plan. A timeline will also be included.
2. The following are some methods which may be utilized in implementing the Improvement Plan. This list is not intended to be exclusive.
 - a. Consultation with colleagues for purposes of assistance in problem areas.
 - b. Reassignment of duties to facilitate improvement.
 - c. Additional training or course work.
 - d. Personal counseling.
 - e. Support and direction by immediate administrators.
3. The employee's right to confidentiality shall be maintained.

AGREEMENT

Between
CLATSOP COMMUNITY COLLEGE
Board of Directors

and

CLATSOP COMMUNITY COLLEGE
Faculty Association

July 1, 1988 - June 30 1991

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AGREEMENT

Between

CLATSOP COMMUNITY COLLEGE
BOARD OF DIRECTORS

and

CLATSOP COMMUNITY COLLEGE FACULTY ASSOCIATION

which is affiliated with

OREGON EDUCATION ASSOCIATION AND
NATIONAL EDUCATION ASSOCIATION

PREAMBLE

This Agreement is by and between the Clatsop Community College Faculty Association, which is affiliated with the Oregon Education Association and the National Education Association, and hereinafter is referred to as the "Association," and the Clatsop Community College Board of Directors, hereinafter referred to as the "Board." As hereinafter used in this Agreement, the term Board shall include any agents or employees of Clatsop Community College designated by the Board of Directors.

ARTICLE I - RECOGNITION

A. Bargaining Unit Membership

1. The Board recognizes the Association as the exclusive bargaining representative for certain employees consistent with a Public Employee Relations Board certification dated January 24, 1975, to wit: all faculty members employed one-half time or more on annual contracts, excluding supervisory and confidential employees as defined in ORS 243.650(6) and (14).
2. Maintenance of bargaining unit positions that are entirely or largely funded by sources other than local taxes, tuition and state FTE appropriations will be contingent upon continuation of those specific funding sources for each position.

- B. Purpose. The purpose of this Article is to recognize the rights of the bargaining agent to represent faculty in the bargaining unit in negotiations with the Board. Granting of recognition shall not be construed to obligate the Board in any way to continue any functions or policies. The Board reserves the right to create, combine or eliminate positions as in its judgment is deemed necessary.

ARTICLE II - ASSOCIATION DUES

All faculty members who pay dues to the Association at the execution of this Agreement shall be required to continue such payment as a condition of employment. Faculty members who do not pay dues to the Association at the execution of this Agreement shall have

thirty (30) calendar days from such execution in which to notify both the employer and the Association in writing of their desire to continue such non-payment status. Newly hired faculty members shall have thirty (30) calendar days from the date they contractually report for duty to provide such written notice to the employer and the Association. Failure to provide proper written notice within the thirty (30) calendar day period shall require a faculty member to pay dues to the Association as a condition of employment.

ARTICLE III - ASSOCIATION RIGHTS

- A. Facilities. The Association shall have the right to use the College facilities for meetings without charge, provided that such use shall not interfere with nor interrupt normal College operations, and that arrangements for such use shall be made in accordance with established procedures. Use of facilities that involves increased maintenance costs shall be paid by the Association.
- B. Access. Duly authorized Association representatives shall have reasonable access during normal College hours to all buildings in which members of the bargaining unit work, provided there is no disruption to the normal operation of the College.
- C. Equipment. The Association shall have the right, consistent with College procedures and practices, to use College owned or rented duplicating and office equipment (excluding word processing or data processing equipment which accesses the mainframe computer) at reasonable times when such equipment is not otherwise in use for College purposes. Such requests shall be through normal administrative channels. The Association shall reimburse the College, at the generally prevailing rate, the cost in excess of sixty (60) sheets of any one project.
- D. Bulletin Boards. The Association shall have the right to use faculty bulletin boards for posting notices of its activities and shall have access to the internal campus mail system to communicate with faculty members. Such material shall be labeled as Association material and shall be authorized by an appropriate Association official. This section shall not apply to any campaign material related to partisan political activities.
- E. Information. The Association, upon request, shall be granted access to information required to assist it in its representation responsibility. Such requests shall be with advance notice and shall not involve unreasonable costs or staff time. Upon request, copies of such information shall be furnished to the Association at cost. One copy of audit and budget reports shall be provided the Association at no cost. The Board shall furnish the Association one copy of all official Board of Directors' minutes.
- F. Board Representative. An officially designated Association representative shall have the right to attend all regular or

special meetings. The representative may speak to any issue under discussion consistent with the operating rules and procedures of such meetings. Nothing in this section shall be construed to diminish the right of the Board to hold closed Executive Sessions excluding the Association representative within the guidelines established by law or at any meeting to transact business which is lawfully within its discretion.

- G. Copies of Agreement. The Board shall furnish a copy of this Agreement to all members currently in the bargaining unit and to new hires into the bargaining unit upon acceptance of an offer of employment.
- H. Public Records. The Association shall be furnished minutes, agendas and related study materials at the same time and in the same form as those furnished the Board of Directors except for that information which in its current stage of discussion must be considered confidential to prevent public embarrassment to an individual, individuals or the College. Nothing in this section shall be construed to diminish the President's right to privileged correspondence with the Board of Directors.

ARTICLE IV - GRIEVANCE PROCEDURE

A grievance is hereby defined as a complaint or claim against the Board by a member of the bargaining unit or the Association regarding the alleged violation by the Board of the terms of this Agreement. An individual member of the bargaining unit or group of members shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

A. Procedure.

- 1. Step One. The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the appropriate Dean. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, if any, involved and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved and the remedy sought. The Dean shall be given the written grievance and shall note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The Dean shall answer the grievance in writing within fifteen (15) calendar days thereafter and shall concurrently send a copy of the answer to the Association.

2. Step Two. If no settlement is reached at Step One, the written grievance may be submitted to the President or his/her designated representative, provided it is filed with the President or his/her designated representative not more than fifteen (15) calendar days after it is answered in Step One. Representative(s) of the Association will be present at any meeting called to consider the grievance at this Step Two. The President or his/her designated representative shall send his/her written answer to the Association within fifteen (15) calendar days of the Step Two meeting.
 3. Step Three. If no settlement is reached at Step Two, the Association may in its sole discretion, within fifteen (15) calendar days after the Step Two answer, request by written notice to the Board that the grievance be arbitrated, provided that the grievance presented an arbitrable matter as herein defined.
- B. Time Limits. With respect to Section A of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section A above within thirty (30) calendar days after the aggrieved's cognizance of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section A of this Article are not taken or appeals therein provided for not taken or notice not given within the time limits herein specified, then the grievance shall be deemed finally closed and settled on the basis of Employer's last answer. Further, if a response to a grievance is not made within the time limits contained herein, the aggrieved may move on to the next step in the grievance procedure. Time limits on grievances occurring at the end of spring term shall be adjusted as agreed by the parties to facilitate orderly processing.

Time limits at any step in the grievance procedure may be extended if mutually agreed to by the parties.

C. Arbitration

1. Within ten (10) calendar days after a written notice of arbitration, as called for in Step Three of the grievance procedure, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of five (5) arbitrators from the State Employment Relations Board, Conciliation Service Division and, upon receipt of same, alternately strike names until one remains, and submit the matter to arbitration.
2. The arbitrator so selected shall hold hearings on the matter as promptly as possible, and shall abide by the American Arbitration Association rules.
3. Only grievances which involve an alleged violation by the Board of a specific section or provision of this Agreement which are presented to the Board in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

D. Jurisdiction of the Arbitrator is Limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or common law of the industry; and
3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and
4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and
5. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

E. Authority of the Arbitrator. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Board, the Association and the employees affected, consistent with the terms of this Agreement. Upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder shall be vacated and/or corrected upon any of the following grounds:

1. That the arbitrator exceeded his/her jurisdiction or authority under this Agreement and/or under the Submission Agreement;
2. That the arbitrator's decision or award is not supported by substantial evidence; and
3. That the arbitrator's decision or award is based upon an error of law.

- F. Definition. The term "calendar day" as used in this Article shall exclude those days which fall between the end of finals week of each term and the beginning of the next term and shall also exclude summer term.

ARTICLE V - FACULTY RIGHTS

- A. Rights of Faculty in Association. The Employer shall not interfere with the legal right of faculty members to organize, join and support the Association for whatever purpose it may legally engage in.
1. The Employer agrees that it will not discriminate against any faculty member because of membership in the Association, because of participation in activities of the Association or because of any action taken within the duly established grievance procedure.
 2. In fulfilling its obligations under this Agreement, the Association shall not discriminate against any faculty member for nonmembership in the Association and fully understands its responsibility to fairly represent all members of the unit. The Employer does not guarantee the carrying out of the duty of fair representation by the Association.

B. Personnel Files.

1. Copies of materials in official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements or when otherwise required by law.
2. Excluding confidential material secured by the College during the employment process, each faculty member shall have access to his/her own personnel file during normal business hours and/or may designate in writing a representative of his/her choice for such access. Routine materials that will be entered in each employee's personnel file are employment contracts, application materials including resumes, references, transcripts, and other documents obtained as part of the hiring process; course and instructor approval forms; licenses; certificates; and formal evaluations. No formal notification to the employee shall be required for such routine entries. The Personnel Office shall notify the employee and provide the employee copies of all other materials entered in the file at time of entry. A faculty member shall have the right to read all such material and append to it answers to any charges, complaints or statements involved.
3. Upon forty-eight (48) hours' notice and payment of actual costs, copies of materials in personnel files shall be made available to faculty members.

- C. Academic Freedom. Each faculty member is entitled to and responsible for protecting freedom in the classroom in discussion and presentation of the subject taught. Each faculty member is also a citizen of the nation, state, and community, and when speaking, writing, or acting as such

shall be free from institution censorship. The faculty should avoid, however, creating the impressions of speaking or acting for the College when speaking or acting as a private person. It is recognized that the personal life of a faculty member is not an appropriate concern of the College except as it limits the faculty member's effectiveness in his/her position.

D. Faculty Involvement in Recruitment and Selection. It is agreed that the faculty involvement in the selection process of new faculty members is desirable to the well-being of the College. Unless impractical to do so, the Board shall not exercise final discretion regarding the selection of full-time faculty members until candidates have been interviewed by appropriate faculty and administrative staff.

E. Evaluation

1. Both the Board and the Association agree that evaluation serves the best interest of the parties and that the purpose of evaluation procedures at Clatsop Community College will be:

- a. To seek methods for the improvement of instruction;
- b. To provide for formal recognition of staff accomplishments;
- c. To provide faculty members a means for identifying their growth and professional development;
- d. To assist faculty members in identifying specific strengths and weaknesses, and to assist in the development of procedures for correcting weaknesses;
- e. To help identify individual and inservice training requirements;
- f. To assist the Board in making determinations regarding the probationary status;
- g. To assist the Board in making determinations regarding termination of employment.

2. It is further agreed that all faculty members shall be evaluated at least once annually, and probationary faculty members shall be evaluated at least twice annually.

F. Just Cause. No faculty member shall be reprimanded, disciplined or reduced in compensation without just cause. Any formal charges which are made by the President or board member(s) shall be reduced to writing and made available to the faculty member. Faculty members shall have the right to have an

individual of their choice present when being formally reprimanded or disciplined. Nothing herein shall be construed to preclude the Dean or any other appropriate administrative person from informally meeting, counseling and consulting with a faculty member in confidence. This section does not apply to actions taken in accordance with Article IX (nonrenewals, retirement, discharge for cause, staff layoffs).

ARTICLE VI - COMPENSATION

A. Salary Schedule. Faculty members shall be compensated in accordance with Appendix A. Whenever degrees from American institutions are used for salary schedule placement, only earned degrees from regionally accredited institutions will be recognized in determining placement on the salary schedule. Degrees from foreign institutions will be evaluated individually on a case-by-case basis.

B. New Employee Placement

1. To be placed on this schedule, personnel must have a bachelor's degree, or seven (7) years' work experience, or the equivalent thereof, in an occupational field directly related to the teaching assignment.
2. For initial placement purposes, employees may receive one (1) step for each of these amounts of education beyond the bachelor's degree: Bachelor's plus 30 credits of approved course work; Master's degree; master's plus 45 credits of approved coursework; master's plus 75 credits of approved course work; and Ph.D.

Approved course work must be work taken after conferring of the highest degree held. Latitude can be given in course evaluation, however, acceptable course work must normally be of upper division or graduate level for individuals with a bachelor's degree or higher.

3. A new instructor may receive a maximum of ten (10) steps in experience credit as follows:

High School Experience: One (1) step for each one (1) year of applicable experience.

College Experience: One (1) step for each one (1) year of applicable experience.

Related Work Experience: One (1) step for each one (1) year of applicable work experience.

For initial schedule placement purposes for individuals with less than a bachelor's degree:

Thirty (30) quarter hours of approved course work is equivalent to one (1) year's related work experience, or to one (1) longevity step.

New personnel may be hired beyond the tenth (10th) step only upon recommendation of the administration to the Board of Directors.

The ten (10) step maximum experience credit limit for new employees can only be exceeded if the College has been unsuccessful in staffing the position after one (1) advertised search and recruitment attempt. If this process has occurred and a vacancy still exists, the parties to this Agreement recognize that a hiring emergency exists, and the College Board, upon request of the administration, can grant additional steps.

- C. Salary Schedule Progression. Advancement on the salary schedule is not automatic. In any event, no faculty member shall receive more than five (5) consecutive steps unless twelve (12) quarter hours of approved course work or their equivalent is completed within that five (5) year period.

Course work or other educational experience is secured by prior approval from the Dean of Instructional Services. Latitude can be given in course evaluation; however, acceptable course work must normally exhibit some direct relationship to the instructor's teaching assignment.

D. Pay Day

1. All annual contracts will be paid in equal installments beginning on the last working Friday of the first month in which work is performed, and terminating on the last working day of the contract, providing all end of year commitments are met.
2. Employees may elect to spread the annual contract amount over twelve (12) equal payments which will provide payments in July and August of the ensuing year.

- E. Contract Year. The regular contract year will be for 173 working days plus six (6) days of paid holidays. Paid holidays shall include Veterans' Day, Thanksgiving Day plus the following Friday, Christmas Day, New Year's Day and Memorial Day. Unpaid vacation periods included in the contract year will include Presidents' Day, plus additional unpaid days scheduled during the breaks between terms as designated in the staff master calendar.

F. Workload.

1. The salary schedule is based on a workload calling for teaching assignments of 15 credit hours/term or 25 contact hours/week (16 credit hours/term in the event that a faculty member is assigned a four (4) credit course during any term(s)). Workload for librarians is based on 40 hours/week of scheduled time in the library.

2. Overloads will not be paid until a faculty member exceeds an average of the above over the three (3) terms of the regular academic year. If an instructor reaches an overload situation, as defined above, by averaging more than 15 credit hours/term, he/she will not be considered to be in an overload situation if the student contact hours in his/her classes do not average at least 150 student contact hours/week over the three (3) terms, as determined by the fourth week report. If the instructor reaches an overload situation, as defined above, by averaging over 25 contact hours/week, he/she will not be considered to be in an overload situation if the student contact hours in his/her classes do not average at least 200 student contact hours/week over the three (3) terms, as determined by the fourth week report.
3. Payment for overload will be made at the end of spring term and will be based on an hourly rate, as determined by Appendix B of this Agreement.
4. Bargaining unit individuals offered less than a full-time contract, may, at administrative option, be offered supplementary contracts beyond guaranteed load on a term by term basis. These supplemental contracts will be calculated as a proportion of a regular full-time contract unless they are the result of a special contract with an outside business or agency, or receive full or part funding through a grant or other external funding source, in which case, the supplemental contract will be an amount to be determined administratively, and agreed to by the bargaining unit member involved. If faculty members are offered and accept supplementary contracts for classes with less than the minimum number of students, those contracts will be at a reduced rate, prorated down by the number below the minimum.
5. Effective fall term 1989, if an instructor has more than 25 advisees formally assigned to him/her by the College through the fourth week of any term, excluding summer term, that instructor's workload will be calculated as if there were an additional 3 credit course assigned that instructor. However, if more than 25 advisees are assigned to any instructor at that instructor's request, no additional course load equivalency will be granted.
6. Faculty members who conduct an approved reading and conference course will be paid twenty-five dollars (\$25) for each student so enrolled. Reading and conference arrangements require prior approval by the Dean of Instructional Services.

G. Work Hours.

1. Community college faculty members have a professional obligation to be available on campus for a substantial portion of each work day, for student consultation, committee work, and other duties, beyond their scheduled class and office hours.

Faculty members who are fulfilling this obligation will find that they are spending thirty-five hours or more per week on campus, as a result.

2. Each faculty member will schedule a minimum of five (5) hours per week for student advising and conferences to include one hour each day of the week only one of which may be between noon and 1:00 p.m., except where irreconcilable conflicts with class schedule arise as determined by the Dean of Instruction. Office hours shall be posted each term on the faculty member's office door and copies shall be filed with the appropriate Dean.
- H. Summer School. Compensation for summer session(s) shall be computed on the basis of five percent (5%) per three (3) credit hour class, of the individual's nine (9) month salary position. By separate agreement, faculty members may agree to teach summer classes with less than the minimum number of students, at a reduced rate.

ARTICLE VII - PAID LEAVES OF ABSENCE

- A. Sick Leave. Sick leave shall cover absences due to accident or illness of faculty members. Unused sick leave for faculty members shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year or one (1) day per month employed whichever is greater.
1. Any disability due to pregnancy shall be included within the definition of accident or illness for sick leave purposes.
 2. Sick leave allowance shall be credited to the faculty member's account from beginning of employment with the institution. Each faculty member shall be furnished a statement at the close of each year, showing the number of days allowed for that year and the number of days of unused sick leave remaining.
 3. Certification by one or more physicians that an illness or injury prevents a faculty member from carrying on his/her duties shall not usually be required unless the faculty member is absent in excess of five (5) consecutive working days. If medical evidence indicates the faculty member could return to duty and fails to do so upon written request, employment may be terminated by the Employer as recommended by the President.
 4. A faculty member shall not consider sick leave as a right which allows absence at any time for other than disability resulting from illness or injury, and sick leave shall not be considered available as terminal leave, either in time or in dollars. When a faculty member is to be absent from school, he/she shall notify the Associate Dean of Instructional Services at the earliest possible date. No substitutes will be provided except for illness or absence in excess of five (5) consecutive days.
 5. A faculty member shall plan to meet his/her classes the scheduled number of hours per term. When a class must be cancelled because of illness or other reasons, the faculty member shall make up that class time in some manner, either by scheduling make-up sessions, having another instructor take the class or by special assignment, etc.

6. Faculty members absent because of illness must fill out a sick leave form. Sick leave will be charged to a faculty member's account in increments of one-half (1/2) or full day.
7. Sick leave may be used to cover absence due to on-the-job injury, or accident provided that any additional payment for such time loss is endorsed over to the College by the faculty member. In such instances deductions from accumulated sick leave shall not include the amount reimbursed from the state.
8. Employees who work less than full-time shall accumulate and use sick leave prorated on the percent of time worked.
9. Days of absence in excess of the above shall require a deduction in pay unless authorized by the President.

B. Bereavement Leave

1. A faculty member shall be allowed up to three (3) days' paid leave due to the death of a member of the immediate family of the faculty member.

Immediate family shall be defined as: Spouse, in-laws, brothers, sisters, children, parent, grandparent, or a dependent of the staff member who lives in the same household. Depending on the situation, other relatives may be included at the discretion of the President.

2. Days of absence in excess of the above shall require a deduction in pay unless authorized by the President.

- C. Emergency Leave.** Short-term emergency leave may be granted by the College President, for acute emergencies beyond the staff member's immediate control. Such paid emergency leave is not automatic and would normally be allowed only for serious injury or illness of a member of the staff member's immediate family.

Immediate family shall be defined as: Spouse, in-laws, brothers, sisters, children, parent, grandparent, or a dependent of the staff member who lives in the same household. Depending on the situation, other relatives may be included at the discretion of the President.

Whenever circumstances permit, staff members are expected to seek advanced approval of paid emergency leave.

- D. Legal Leave.** A faculty member shall receive time off for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the faculty member is not personally involved in the action as the plaintiff, the defendant or the object of the investigation. Any remuneration excluding expenses received for such appearances shall be endorsed to the College.

- E. Temporary Military Leave.** Military leave shall be granted consistent with applicable state and federal laws.

F. Sabbatical Leave. Sabbatical leave may be granted for the purpose of research, writing, advanced study, travel or any other activity that will better fit the individual member of the unit for service to the institution.

1. A faculty member must have a minimum of six (6) years' continuous full-time (nine (9) months or more) employment with the College prior to commencing sabbatical leave. As a rule, no more than two (2) sabbatical leaves may be granted in any year, and when more than one application from any division is made, precedence is given to the order of service and merit of application. Two (2) applications from the same division may be approved in the event that no applications are received from other divisions. Sabbaticals will normally not be granted to faculty whose program/discipline is identified on the most current program/discipline alert listing.

2. The sabbatical leave payment to be given as follows:

- 6 years' continuous full-time employment -- 50 percent of salary
- 8 years' continuous full-time employment -- 70 percent of salary
- 10 years' continuous full-time employment -- 100 percent of salary

A faculty member who is granted sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had he/she not been on leave. Except for staff layoffs, under Article IX, the faculty member shall be permitted to return to employment in the College with the same salary status which he/she would have enjoyed had he/she been teaching and in a comparable position. Because the member on leave is considered to be an employee of the College, he/she may remain enrolled in any insurance program offered by the College to its employees but entirely at his/her own expense, either by directly paying the premiums through the College or paid by the College with the amount deducted from his/her sabbatical pay.

3. To ensure the interests of the College, the faculty member will enter into a special contractual arrangement with the College at the time the sabbatical leave is granted spelling out the sabbatical plan and agreeing to reimburse the College any salary paid him/her during the period of sabbatical leave, in the event he/she fails to return to the College to teach for at least two years immediately following his/her sabbatical leave.

To further protect the interests of the College, a faculty member granted a sabbatical leave must provide the College with a bond equal to the amount of sabbatical salary and for the length of the sabbatical leave and subsequent repayment period. The bond is to be provided before finalization of any sabbatical agreement, and is subject to forfeiture to the College if leave conditions are not met, as specified in the special contractual arrangements made.

Failure of an employee to follow the planned program of study or travel releases the College from its obligation to return the individual to employment following the leave period, unless specific written exceptions have been agreed to by the College. The sabbatical loan may be required to be repaid to the College in full if the sabbatical plan is not followed. A properly approved extension without pay shall not be construed a failure to return to the College provided the faculty member returns from such leave in accordance with this provision.

Failure of an employee to return to the College and to teach at least two (2) years immediately following his/her sabbatical leave or failure to complete satisfactorily his/her scheduled program of study and/or travel shall not result in forfeit of his/her salary to his/her estate provided such failure is due to his/her death or physical or mental disability certified by a licensed physician.

4. If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted for approval. Transcripts or other evidence will be submitted to the President or his/her designated representative within sixty (60) days of the employee's return to duty. The President may arrange for the faculty member to make an oral presentation to the Board of Directors.

Sabbatical leave which is for the purpose of travel will normally be approved only if the proposed program incorporates a plan of study in connection with the travel. Applicants will submit a detailed itinerary and program with a statement of the objectives of the plan. Faculty members desiring sabbatical leave will submit an application containing the following: requested leave interval, purpose of leave, professional justification, anticipated accomplishment, plans for faculty member responsibilities during period of absence, and recommendation of Division Director and Dean of Instruction.

5. Applications must be submitted to the Dean of Instructional Services to be reviewed by the screening committee for sabbatical leaves not later than October 15 prior to the school year during which the proposed leave is to begin. The applications, together with the committee's recommendations, will be forwarded through the President to the Board of Directors not later than November 15. The applicant will be notified of the Board of Director's decision by January 15.

The Board may approve, disapprove, or approve conditionally, the leave request. Sabbatical plans must be reviewed in their entirety by the Screening Committee for sabbatical leaves, before they will be considered by the Board of Directors.

It is agreed that decisions regarding granting of sabbatical leaves are vested exclusively with the Board. It is further agreed that such decisions are not subject to the grievance procedure of this Agreement.

6. The Screening Committee for sabbatical leaves shall consist of the Dean of Instructional Services as permanent chairperson, one additional administrator appointed by the President, one faculty member appointed by the Association, plus two faculty members, one each elected by the members of each division.
7. The above sabbatical policy is declared inoperative for the 89/90 and 90/91 academic years. Sabbaticals may not be applied for during those two years, and sabbaticals will not be granted for the 90/91 or 91/92 years.

ARTICLE VIII - UNPAID LEAVES OF ABSENCE

- A. Long Term Leave. Upon approval of the President, leaves of absence not to exceed two (2) years may be granted to faculty members. Requests for such leaves shall be in writing. The terms and conditions of approved leaves shall be reduced to writing and signed by the President and faculty member involved prior to commencement of such leave. All extensions or renewals of leaves shall be applied for and granted in a similar manner. Examples of such leave are international and federal programs, professional study, military, association, political, childcare, and short term emergency leave.
- B. Conditions While on Leave. During the term of unpaid leave of absence granted pursuant to any section of this Article, the faculty member will not receive increment credit for time spent on leave nor will such time count toward the fulfillment of seniority requirements. The faculty member will not be provided those fringe benefits normally provided full-time employees by the College while on leave. Faculty members on approved leave of absence without pay shall be granted the opportunity of continuous benefits available to all other faculty members on a self-pay basis if allowed by the underwriter.
- C. Return From Leave. Upon return from unpaid leave of absence, any unused sick leave time earned by the faculty member before commencing leave shall be restored, and the faculty member will be placed at a salary level and step on the salary schedule not less than that which he/she held immediately prior to commencing leave.

Except for staff layoff or unless specifically stated otherwise in the individual terms and conditions of the leave, a leave taken under this Article shall guarantee a faculty member a position in the bargaining unit upon returning from leave with at least the same level of workload he/she had prior to taking the leave.

- D. Military Leave. Notwithstanding any section of this Article, unpaid leave for military service shall be handled in accordance with applicable state and federal regulations.

ARTICLE IX - PROBATIONARY PERIOD,
TERMINATIONS AND LAYING OFF OF STAFF

A. Probationary Period.

1. Faculty members shall complete a probationary period of four (4) years.
2. It is agreed that decisions regarding the successful completion of the probationary period are vested exclusively with the Board. It is further agreed that such decisions are not subject to the grievance procedure of this Agreement.
3. Probationary employees shall be notified of nonrenewal prior to March 15 of the applicable year and shall be given a written explanation of the reasons for such nonrenewal.

B. Permanent Status

1. Faculty members who successfully complete the probationary period shall be deemed to have permanent status.
2. In the event a faculty member with permanent status who assumes supervisory duties outside of the bargaining unit returns to the bargaining unit within three (3) years, such individual shall be treated as if no interruption in bargaining unit service had occurred.
3. Retirement age for faculty shall be handled in accordance with applicable state and federal laws.
4. Excluding laying off of staff and reaching of retirement age, if applicable, the Board agrees that termination of employment for faculty members with permanent status shall be for just cause.
5. No permanent faculty member shall be dismissed without at least thirty (30) calendar days' written notice of such dismissal. By April 1 of each contract year, permanent faculty members must notify the College in writing of their intent to return or not to return to the College for the following contract year. Failure to so notify the College by the above date, after reasonable request by the College, shall terminate that faculty member's permanent status, and the College may immediately declare that position vacant for the following contract year.

C. Layoff of Staff

1. A layoff of staff shall be defined as the necessity to terminate the employment of a faculty member or to reduce a faculty member's position because of declining enrollments within a given program; program reduction or termination, and/or insufficient funds.
2. In the event the Board determines a layoff of staff to be necessary, the President shall develop an overall plan of layoff which best protects the instructional capacity and flexibility required to maintain the highest quality education possible for students.
3. If reasonably practical, the principle of seniority shall be followed.
4. The President shall discuss proposed staff layoffs with Association representatives thirty (30) calendar days prior to any final action by the Board of Directors. In the event that the Association chooses to present an alternate method of layoff to the Board, the Association must so notify the President within ten (10) working days after the Association is made aware of the proposed layoff, and a meeting to hear the Association's alternative proposal shall be arranged within ten (10) additional working days. The Board of Directors in its role as appointing authority shall make the final determination and shall instruct the President to inform all parties affected by its decision in a timely manner.
5. Faculty members affected by a staff layoff shall have recall rights for two years and shall be recalled in inverse order of being laid off provided they possess the necessary qualifications to perform the assignment to which being recalled.

ARTICLE X - PARTICIPATION BY
FACULTY IN COLLEGE GOVERNANCE

- A. Association Involvement. The Association shall be notified in the event of proposed modifications or additions to policies and uniform practices generally prevalent for faculty members with respect to salaries, fringe benefits and working conditions not covered by this Agreement.

1. The Association, upon request shall be provided with information with regard to the motivating factors, the intent and probable results.
 2. If requested by the Association, the Association and the Board will confer, consult and discuss in good faith the proposed modification or addition.
 3. Nothing herein shall be construed to diminish or alter the rights of the Board to implement any changes not inconsistent with the terms of this Agreement.
 4. By following the requirements of subparagraphs 1, 2, and 3 of Section A, above, the College has satisfied any obligation to bargain proposed modifications or additions to policies and uniform practices generally prevalent for faculty members with respect to salaries, fringe benefits, and working conditions not covered by this Agreement, and any further obligation on the part of the College is therefore waived.
- B. Committee Appointments. The Association shall have the right to appoint one of the faculty members to any committee which has a faculty member(s) as participant(s).

ARTICLE XI - FRINGE BENEFITS

- A. Insurance. The Board agrees to continue the existing group family medical and dental, employee life insurance and long-term disability insurance plans, and to increase the life insurance coverage to \$20,000 and to add family orthodontia coverage. Full contribution shall be borne by the employer for the 1988-89, 1989-90 and 1990-91 years. Any increase in contribution by the employer on or after July 1, 1991 will not be required unless mutually agreed to by the parties pursuant to the re-opening provisions of this contract.
- B. Retirement. The College shall pay the 6% employee contribution to the Public Employee Retirement System for all eligible employees.
- C. Tuition. The Board agrees to waive full tuition for any course taken from Clatsop Community College by a faculty member or dependents. No member of the bargaining unit or dependent shall be counted in the minimum number to require a class to be offered or cause a tuition-paying student to be excluded from a class because of enrollment maximums.

ARTICLE XII - EARLY RETIREMENT

- A. Early Retirement. The Board of Directors of Clatsop Community College agrees that early retirement may be a viable option for some employees who become eligible for early retirement under

the Oregon Public Employes Retirement System rules and regulations.

Early retirement as provided by the College plan is not automatic and must be mutually agreed to by the individual retiree and the College Board of Directors. An employee must apply for early retirement by March 1 of the academic year preceding retirement. Early retirement will normally only be considered for retirements that commence at the end of an individual's regular contract period.

It is agreed that decisions regarding granting of early retirement are vested exclusively with the Board. It is further agreed that such decisions are not subject to the grievance procedure of this Agreement.

B. Eligibility. A Clatsop Community College employee in order to qualify for College early retirement benefits must:

1. Be at least 58 years of age and receiving retirement benefits through the Public Employes Retirement System.
2. Have been employed, as a regular employee¹, by Clatsop Community College a minimum of ten consecutive years immediately preceding application for early retirement benefits. Time spent on approved leaves of absence will not interrupt an employee's service to the College, but only time spent on approved paid leaves of absence will count toward meeting the ten-year requirement.

C. Benefits. An eligible Clatsop Community College early retiree shall, upon approved application:

1. Receive continued coverage for the retiree and his/her spouse under the early retirement medical/hospital/major medical plan available to Clatsop Community College that is in effect at the time of retirement, for the first six (6) months following date of retirement. Costs of such coverage to be borne by the College.

Beginning with the seventh (7th) month of retirement, the retiree will be allowed to continue hospital/medical/major medical coverage for the retiree and his/her spouse under the early retirement insurance of the type provided through the then current insurance carrier, with the College payment toward premiums limited to the costs in effect for such coverage at the beginning of the seventh (7th) month of retirement.

¹ A regular employee is a faculty member who is a recognized member of the faculty bargaining unit or an administrative, service/supervisory, or classified staff member who fits the definition of regular employee as defined in the PREFACE of The Handbook for Administrative, Service/Supervisory and Confidential Classified Staff.

In the event that the College paid amount is not sufficient to cover the retiree's premium costs, the retiree must make up any difference if the coverages are to be kept in effect.

In this event, unless the full amount of the retiree's portion of the premium is received by the College Business Office in advance of the College premium due date, the retiree's insurance will be immediately terminated and his/her coverage will stop.

The retiree will not qualify for a higher level of coverage than he/she participated in at the time of retirement. Example: A change from single to family coverage would not be paid by the College.

In any event, the insurance benefit will terminate upon the retiree's reaching age sixty-five (65), becoming eligible for Medicare, or obtaining hospital/medical coverage through some outside employment, whichever might first occur. The insurance benefit will also cease if PERS retirement benefits are stopped.

2. Receive a monthly stipend equal to one percent (1%) /month of his/her final annual base salary, but not to exceed \$300 per month, payable for forty-eight (48) months from date of retirement or to age sixty-two (62), whichever comes first.

After forty-eight (48) months of retirement, or after reaching of age sixty-two (62), whichever might first occur, and until age sixty-five (65), receive a monthly stipend equal to one-half of one percent ($\frac{1}{2}\%$) /month of his/her final annual base salary, but not to exceed \$150/month.

In the event the early retiree should draw unemployment benefits from the College or should PERS retirement benefits be stopped, all College paid early retirement stipend payments and benefits will cease, and no further obligation on the part of the College to the retiree shall exist.

3. Be eligible for College Gold Cards for the retiree and spouse, if retiring before age 62, and so long as early retirement eligibility is maintained.

D. Procedure. All coverage and responsibility by the College terminates on the first day of the month immediately following the reaching of the time or condition limits set forth in items one (1) through three (3) of this policy statement, or at the death of the retiree, whichever occurs first.

The early retirement benefits herein provided for all are contingent upon passage of the tax base or tax levy, when applicable, and availability of funds.

The employee who requests Clatsop Community College early retirement benefits is responsible for making all arrangements with the PERS or the Social Security Administration for retirement benefits under those programs.

- E. The Board and the Association agree that individuals receiving early retirement benefits from the College are no longer employees of the College or members of the bargaining unit. The parties further agree that early retirees are therefore barred from filing grievances through the Agreement, or from receiving, except for specified early retirement benefits, any other rights privileges or benefits provided for in this Agreement.

ARTICLE XIII - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

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

ARTICLE XIV - RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

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

ARTICLE XV - SCOPE OF AGREEMENT

- A. Savings. It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.
- B. Complete Agreement. This Agreement constitutes the negotiated agreements between the Board and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. 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.

- C. Reopening. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in the Agreement. Therefore, except as specifically stated in Section A above, the Board and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.
- D. Individual Contracts. No individual contract offered to faculty members by the Board shall be inconsistent with the terms and conditions of this agreement. Reference to this Agreement shall be incorporated into any individual contract.
- E. Funding.
1. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances, by a vote of citizens. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter tax base or tax levy approval.
 2. The College has no intention of reducing the compensation specified in this Agreement because of budgetary limitations. The College agrees to include in its budget requests amounts sufficient to fund the compensation provided by this Agreement, but makes no guarantee as to passage of such tax levy or tax base requests or voter approval thereof.
 3. Increases in compensation levels and/or insurance benefits provided for by this Agreement will be contingent upon the successful passage of the College levy within two attempts. In any event, the failure of two successive levy attempts in any one year shall require re-opening of such items by the parties.

ARTICLE XVI - DURATION

- A. This Agreement shall remain in full force and effect from its execution to and including June 30, 1991.

B. Negotiations for a successor Agreement shall begin upon the request of either party on or after January 1, 1991.

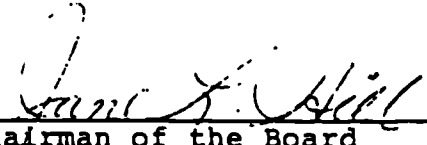
Signed this 27th day of January, 1989, at Astoria, Oregon.

FOR THE ASSOCIATION


FOR THE BOARD



Faculty Negotiating Team



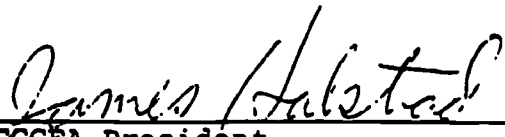
Chairman of the Board



Faculty Negotiating Team



Clerk of the District



CCCFA President

CLATSOP COMMUNITY COLLEGE

Appendix A

1988-91 Salary Schedules

S T E P	S A L A R Y		
	<u>1988/89</u>	<u>1989/90</u>	<u>1990/91</u>
20	---	---	\$38,833
19	\$35,892	\$36,609	37,340
18	34,512	35,200	35,904
17	33,184	33,847	34,523
16	31,908	32,545	33,195
15	30,681	31,293	31,918
14	29,501	30,090	30,691
13	28,366	28,932	29,510
12	27,275	27,819	28,375
11	26,226	26,749	27,284
10	25,217	25,721	26,234
9	24,247	24,731	25,225
8	23,315	23,780	24,255
7	22,418	22,866	23,322
6	21,556	21,986	22,425
5	20,727	21,141	21,563
4	19,930	20,327	20,733
3	19,163	19,546	19,936
2	18,426	18,794	19,169
1	17,717	18,071	18,432

4% increments from base

CLATSOP COMMUNITY COLLEGE
Appendix B
1988-91 Overload Schedules

S T E P	H O U R L Y S A L A R Y		
	<u>1988/89</u>	<u>1989/90</u>	<u>1990/91</u>
20	---	---	\$20.91
19	\$20.10	\$20.51	20.91
18	20.10	20.51	20.91
17	20.10	20.51	20.91
16	20.10	20.51	20.91
15	20.10	20.51	20.91
14	20.10	20.51	20.91
13	20.10	20.51	20.91
12	19.71	20.11	20.51
11	19.32	19.71	20.11
10	18.94	19.32	19.71
9	18.57	18.95	19.32
8	18.21	18.57	18.95
7	17.85	18.21	18.57
6	17.50	17.85	18.21
5	17.16	17.50	17.85
4	16.82	17.16	17.50
3	16.49	16.82	17.16
2	16.17	16.49	16.82
1	15.85	16.17	16.49