



A Union of Professionals

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Local 4754
United Employees of
Columbia Gorge
Community College

AFT, AFL-CIO

(Covering Academic Professional and Faculty Employees)

AND

Columbia Gorge
Community College

FOR

July 1, 2025 through June 30, 2028

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ARTICLE 1 AGREEMENT

This Agreement is made and entered into this 1st day of July, 2025, by and between Columbia Gorge Community College, hereinafter referred to as the College, and United Employees of Columbia Gorge Community College, Local 4754, AFT, AFL-CIO, hereinafter referred to as the Union, for itself and on behalf of the employees in the bargaining unit described herein.

ARTICLE 2 - RECOGNITION

A. Membership

1. Columbia Gorge Community College recognizes the United Employees of Columbia Gorge Community College, AFT Local 4754 Union as the exclusive collective bargaining representative with respect to wages, hours, and related conditions of employment as set forth in ORS 243.650 to 243.782 for the following probationary, regular, and temporary status personnel at the College:
 - a. Full-time instructors;
 - b. Part-time instructors who teach credit courses;
 - c. Part-time instructors who teach non-credit courses in adult basic education, GED, English as a second language;
 - d. Academic Professionals, including those in grant-funded positions and those in director, supervisor, and manager positions who do not effectively make decisions on hiring, promotion, discipline and assignment of members of the Union.
2. The following employees, as defined under ORS 243.650, are excluded from the bargaining unit:
 - a. Instructors of other non-credit courses;
 - b. Confidential
 - c. Management
 - d. Supervisory
 - e. Classified employees;

B. Multiple Roles. When an employee holds both a position included and a position excluded under this Article, the agreement shall apply to that employee with respect to the included position only.

C. New and Modified Positions. The College shall notify the Union upon creation of all new and modified positions in the Collective Bargaining Unit, and any position which supervises any employee covered in this Agreement. The Union and the College shall meet to determine the appropriate unit placement and compensation of represented employees. The meeting to discuss unit placement of the position shall be held within ten (10) business days from the time of the College's notice. Compensation issues shall be resolved according to the provisions of Article 15, Compensation. The Union shall initiate discussions under this paragraph when it believes that the duties of a position have been modified so substantially that the position should be considered a new position and a new salary placement is appropriate.

D. Distribution of Agreement. The College shall distribute a copy of the Collective Bargaining Agreement and a membership application to all new employees in positions covered by this

Agreement. The College agrees not to interfere with the right of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the College or any representative against any employee because of Union membership. The College shall make the Collective Bargaining Agreement available electronically through the College website. Printed copies shall be available upon request to Human Resources.

ARTICLE 3 – UNION SECURITY AND INTERESTS

A. Union Security

1. All employees whose classification is included in Article 2, Recognition, of this Agreement may voluntarily join the Union as a member. All employees in Article 2 are covered in this agreement regardless of their Union membership status. The College agrees to deduct dues, fees, costs, charges, and assessments in the amounts determined by the Union from the compensation of each employee who individually authorizes such a deduction in writing on the authorization form provided by the Union during the onboarding process or at any point the employee wishes to join the Union. Such authorization shall be terminable upon such notice as is specified in the authorization form. The College shall deduct such authorized amount each pay period from each employee's compensation and remit such amounts monthly to the Union accompanied by a list which identifies all Union-eligible members, their contact information, and for whom deductions are being paid.
2. Employees terminating with less than ten (10) working days in any pay period shall not be subject to dues deduction for that pay period.
3. The Union shall indemnify the College and hold it harmless for all actions taken in compliance with this Article. The College shall not be held liable for errors, but shall make proper adjustments with the Union for errors within 30 days. In no case shall such an adjustment extend beyond the following pay period.
4. The College shall notify the Union President or their designee before new employee starts work and share the new job position at least five (5) days prior to the new employee's start date, and the Union representative shall be given the opportunity to meet with the new employee to discuss Union membership and benefits during work time within the first month of employment. However, the College shall not pay additional compensation to employees for compliance with this provision.

B. Union Interests

1. Bulletin Boards and Mail. The College shall provide a bulletin board in the mail room for use by the Union. The Union shall be allowed reasonable use of in-house mail and email facilities to communicate with members of the Collective Bargaining Unit. College mail and email services shall be used in accordance with Oregon House Bill 2016 and the Public Employees Collective Bargaining Act. All distributions shall clearly indicate the Union as the distributor of the material. The College reserves the right to restrict the use of bulletin board space and College mail and email facilities if such use becomes libelous or slanderous to the College or its agents.

2. Board Material. The College shall provide the Union President with an electronic copy of its Board meeting packets, to the extent they are distributed to the public, in advance of Board meetings.
3. Union Access. Representatives of the Union shall have reasonable access to the College in order to exercise the Union's representation responsibilities, including administering this Agreement, as long as work is not disrupted.
4. Union Business and Release Time. In accordance with Oregon law, designated representatives of the Union shall be granted a reasonable amount of time by the College without loss of compensation, seniority, leave accrual, or any other benefit for the following exempt activities to conduct Union business:
 - i. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
 - ii. Attend investigatory meetings and due process hearings involving represented employees;
 - iii. Participate in or prepare for arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
 - iv. Act as the designated representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
 - v. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters;
 - vi. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees, the Union shall be added to the new hire checklist;
 - vii. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and
 - viii. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.
 - ix. Union release time may be reviewed during Labor Management meetings if the College deems the use of exempt release time to exceed a reasonable standard, the College and the Union shall work to come to a mutually agreed upon solution.
 - x. Because paid leave is not available for attendance at collective bargaining negotiations to all bargaining unit members, the College shall make every reasonable effort to accommodate Union requests that negotiations for a successor agreement occur outside normal work hours.
5. Use of College Facilities. The Union shall be allowed to use College meeting rooms to hold Union meetings, provided that the room is scheduled and approved in advance by the College. Use of College meeting rooms must be in accordance with the College's Facility Use Policies, including policies related to refreshments, clean up, and security. The Union shall ensure that its meetings do not disrupt any College function. A failure by

the Union to comply with this section is justification for the College to refuse future requests by the Union to use College meeting rooms.

6. Use of College Equipment. The Union shall be allowed use of College office equipment as needed for duplication and distribution of information to employees only in accordance with Board policies regarding such matters as they apply to other non College groups. It is understood that not all College office equipment is available for use by non-College groups and that available equipment typically has a rental charge. Use of-College equipment under this section does not allow personal use by Union representatives or bargaining unit members. Approved use of College meeting rooms does not create a right to use any College equipment located in or around those rooms.
7. The College shall provide adequate space on The Dalles and Hood River campus to the Union for the purpose of storing Union records and files. The College shall provide a space adequate for storage and conducting Union business. The College shall not provide office furniture or equipment. The location of the space shall be determined by the College with input from the Union.

C. Union Activities

College employees are expected to devote their time on the job to the business of the College. Employees, however, may make necessary contact during work time with College and Union representatives for business related to the administration of this Agreement.

ARTICLE 4 - GRIEVANCES AND ARBITRATION

A. Grievances

1. Definitions.
 - a. A grievance is an allegation that there has been a specific and identifiable violation of the terms of this Agreement. A grievance shall not include, and this grievance procedure shall not apply to: (a) any matter as to which the Employer is without authority to act; (b) termination of a temporary employee at the end of the temporary assignment; (c) dismissal of a probationary employee.
 - b. A grievant is any employee or group of employees who alleges violation of the terms and conditions of this Agreement. Union representation may serve as a grievant in some cases.
2. Written grievances and responses do not preclude meetings at mutually agreeable times within the times specified for discussion of the grievance and attempts to resolve the grievance.
3. Grievances involving discipline or discharge shall begin at Step Two.
4. Written grievances (at Step 2 and above) shall include:
 - a. A statement containing the approximate date and the nature of the grievance and
 - b. The names of the grievant(s) and identifiable persons directly involved and/or responsible for the act or omission alleged to be the cause of the grievance.

- c. The provision(s) of this agreement which the grievant believes to have been violated, misinterpreted or improperly applied.
 - d. A summary of relevant factual details of the violation.
 - e. The requested remedy(s) sought.
 - 5. A grievant may have Union representation present at any step of the procedure.
 - 6. Time limits at any step may be modified by mutual written agreement.
 - 7. Failure by the College at any step to issue a response within the specified time frame permits the grievant to proceed to the next step. Failure by the grievant to appeal a decision within the specified time frame is deemed acceptance of the last response of the College.
 - 8. Grievance meetings with management, the grievant(s), and the grievance officer, when conducted during the workday, shall be considered work time. Requesting, receiving, and reviewing information and materials may be conducted within a reasonable amount of work time, agreed upon by Union and College.
- B. Procedure. Grievances shall be subject to the following procedure:
- 1. Step One: Informal Resolution: An employee or representation having a question regarding a provision of the agreement shall first go to their supervisor. In the event that the supervisor cannot resolve the issue, and if their matter qualifies as a grievance in the definition above, the matter may then be taken up as a formal grievance, in accordance with the following formal procedure:
 - 2. Step Two: If Step One is unsuccessful, the aggrieved employee shall submit the grievance in writing to their supervisor within twenty (20) business days of realizing they have been aggrieved, or could reasonably be expected to know of the act, event, or condition which is the basis of the grievance, whichever is later. Exceptions may be made for time spent trying to resolve the issue. The grievance document shall include a statement of the grievance and the alleged facts involved, including relevant dates, the provision that is alleged to be violated and the relief sought. A conference between the supervisor or their designee and the grievant and/or their Union representation shall be held within ten (10) business days of receipt of the grievance document. Within ten (10) business days of the conference, the supervisor or their designee shall communicate their written decision to the grievant and the Union.
 - 3. Step Three: Grievances unresolved at the Step 2 may be submitted in writing to Human Resources. The grievance must be submitted within ten (10) business days of the answer in step 2. Human Resources, in conjunction with the appropriate VP, shall respond within ten (10) business days of receipt of grievance. In the event of a conflict of interest with the College representatives, the President of the college shall assign another representative. If the Union is the grievant, the grievance shall be filed at Step 3.
 - 4. Step Four: Grievances unresolved at Step 3 may be submitted in writing to the President or President's designee within ten (10) business days of the answer in Step 3. The President or the designee shall respond in writing within ten (10) business days of receipt of the grievance.
 - 5. Step five: Arbitration

- a. Notice. Grievances unresolved in the procedure above may be submitted to arbitration by the Union. The Union shall notify the College within fifteen (15) business days of the answer in Step 4 of its intent to arbitrate the matter.
 - b. Selection of the Arbitrator. The parties shall meet to mutually select an arbitrator within seven (7) days of the notice to arbitrate. When mutual agreement cannot be reached, the Employment Relations Board (ERB) shall be requested to provide a list of five (5) arbitrators from which a single name shall be selected by alternately striking names from the list. The party striking the first name shall be determined by the flip of a coin. The request to the ERB shall be submitted within fifteen (15) days of the notice to arbitrate. The parties shall select the arbitrator from the list within ten (10) business days from the date sent from the ERB. The parties shall schedule any arbitration hearing on a date the arbitrator is available within sixty (60) days of the day of the notice of arbitration. When the arbitrator is not available within those sixty (60) days the parties shall select the nearest date to that time that the parties and the arbitrator are available.
 - c. Arbitrator's Authority. The decision of the arbitrator shall be final and binding to the extent that it is consistent with the law and this Agreement. The arbitrator shall have no authority to add to, to modify, or to subtract from the terms and conditions of employment or to issue any decision which requires the commission of an act prohibited by law or this Agreement.
 - d. Costs. The cost of arbitration shall be shared equally by the parties except that each party shall bear the cost of its own witnesses. Neither party shall be obligated to the cost of a stenographic transcript except by prior agreement. Either party may request a transcript at their own expense. A request of the arbitrator for a transcript shall be considered a part of the cost of arbitration.
- C. All timelines outlined above are subject to a three-year time limit.

ARTICLE 5 - EMPLOYMENT STATUS

A. Probationary Status

1. Full-time Faculty. Each new full-time faculty member shall serve a probationary period of three (3) full academic years.
At the discretion of the College, a fourth or fifth academic year of probation can be required when the College determines the additional time is required to assess whether the faculty member's performance merits attainment of regular status. A probationary faculty member shall be employed under a one-year contract or a portion of a year when hired mid-year. The contract may be non-renewed at the discretion of the College. The College shall notify the employee at least two (2) full academic terms before nonrenewal.
2. Academic Professionals. Each new Academic Professional shall serve a probationary period of one (1) year. Probationary employees may be given an extension of one (1) year in which to resolve any identified deficiencies, at the discretion of the College. Notification of

extension of probation shall occur at least ninety (90) days before the end of first year of employment. In no case shall the probationary period exceed two (2) years.

3. A non-renewed probationary employee shall have the right to an informal hearing before the President to discuss the reason(s) for the nonrenewal. Nonrenewal decisions are not subject to the grievance procedure.
4. The College may not terminate a probationary appointment before the end of the term of appointment without due process unless the program is reduced or eliminated.
5. Faculty in good standing who have completed the probationary period who resign and are re-hired within four (4) years shall not be required to serve additional probation.
6. Academic Professionals in good standing who have completed the probationary period who resign and are re-hired into the same position within two (2) years shall not be required to serve additional probation unless substantial changes have been made to the positions.

B. Regular Status

Full time Faculty. A full-time instructor whose contract is renewed for another year after completion of the designated probationary period shall attain status as a regular faculty member.

Academic Professionals. A full-time or part-time employee whose contract is renewed after completion of the designated probationary period shall attain regular status employment.

C. Part-time Faculty

Part-time faculty are employed on a term-by-term basis and are not considered on probationary or regular status. Part-time faculty shall participate in the evaluation processes for full-time faculty employees, as detailed in Article 12.

D. Temporary Status

Temporary employees are those hired to work for a special project or are made available through a special program developed to help give individuals work experience for a specified period of time not to exceed twelve (12) months. Temporary employees shall not be hired to displace or replace regular positions or to avoid filling vacancies. Temporary employees do not accumulate seniority. However, whenever a temporary employee is hired into a regular position where there is not more than a one (1) month break in employment, time spent as a temporary employee shall be credited toward seniority. In extenuating circumstances where temporary employment extends beyond twelve (12) months, the College shall notify the Union.

Full-time Faculty. Faculty who are employed on a full-time temporary basis for one academic year or less, are not considered being either probationary or regular status. Faculty who are grant-funded full-time for one year or more in achievement of grant activities, shall be subject to the evaluation process outlined in Article 12, Evaluation. Temporary faculty are not eligible for chair duties.

E. Funding Sources

1. Positions supported by grant funds or enterprise funds may be contingent upon the duration of such funding.
 - a. Any employee supported by such funds shall be informed of the specific funding source, and expected expiration of funds, at time of hire, and annually thereafter. The College shall notify employees of any changes as they occur.

- b. Employees supported by grant funds shall retain seniority rights as outlined in this Agreement.
 - c. The contingency of funding does not alter the employee's employment status under this Agreement.
2. If unexpected state or federal legislation, executive action, or agency policy results in the reduction, reclassification, or elimination of grants, programs, or initiatives, the College may:
 - a. make a reasonable effort to seek alternative funding sources to sustain existing employees and programming.
 3. Employees funded by discretionary or term-limited grants shall receive no less than 60 days notice of position termination. During this period:
 - a. Management shall make reasonable efforts to secure alternative placement within the institution and maintain salary, benefits, and seniority.

ARTICLE 6 - POSTING OF POSITIONS

- A. Vacancies in employee positions, as defined in Article 2 of this agreement, shall be announced via College email and posted internally on the college applicant tracking system for seven (7) calendar days prior to external advertisement of the vacancy.
- B. Vacancies may be posted simultaneously internally and externally, if representatives of the Union and representatives of College meet to discuss and agree at least one of the following circumstances warrants simultaneous posting:
 1. Position requires unusual education, technological training, or skills, and is therefore hard to fill, necessitating a special search; or,
 2. Urgent need to fill an open position caused by death, unexpected leave of absence, unexpected retirement, or unexpected resignation of an employee, in order to meet student needs; or,
 3. College receipt of a specially-funded position which needs to be filled immediately.
- C. All work experience at the College shall be considered in screening applicants for vacancies.
- D. Application for Vacancies. Employees interested in applying for a new or vacant position shall submit an application form using the College online application process. Applications must be submitted not later than the close of business or posted closing time on the last day of the posting. Employees shall be given an interview provided the employee can demonstrate they possess the minimum education, experience and qualifications as outlined on the open position's job description to perform the assignment. Even if they don't meet every one of the qualifications, an employee shall be considered for this position. When qualifications for the position are equal, preference shall be given to a current employee over an outside applicant. When the College determines that qualifications are substantially equal between two or more current employees, preference shall be given by seniority. Current employees shall not be required to retake any skills test associated with the application if the employee has taken the same test for their current position. Employees not selected to fill a vacancy shall be notified in writing.
- E. In the event an employee who fills a vacancy is not able to fully perform the duties within a three (3) month period, the employee shall return to the position occupied before accepting the

open position. In the event the prior position is no longer vacant, the employee shall be placed in the next comparable vacant position for which they are qualified. If there are no vacant positions, the employee shall be placed on layoff status consistent with Article 8 (C) (1).

- F. A bargaining unit employee who takes a position outside the bargaining unit may elect to return to their bargaining unit position, but must do so during the three (3) months following the promotion. An employee returning to a bargaining unit position shall be credited for all seniority earned before the promotion. In the event the prior position is no longer vacant, the employee shall be placed in the next comparable vacant position for which they are qualified. If there are no vacant positions, the employee shall be placed on layoff status consistent with the provisions of Article 8 (C) (1).

ARTICLE 7 HOURS AND WORKLOAD

The intent of the workload provisions of this agreement is to provide bargaining unit members with an adequate opportunity to participate in departmental, campus, and college governance and to do quality work in meeting their professional responsibilities.

A. Work Year, Work Week, and Hours.

1. Each full-time Faculty shall have a 180-day work year, with 176 workdays and 4 college holidays, and a 35-hour work week.
2. Each full-time Academic Professional shall have an annual appointment of between 1664 hours and 2,080 hours.
3. Each Part-Time Faculty teaches on assignment, so their work year, work week, and hours vary.
4. Each part-time Academic Professional works an annual appointment of less than 1664 hours.
5. The work week may be Monday - Friday, or may vary depending on the needs of students, department, or overall College community.
6. Aviation Maintenance Technology (AMT)
 - a. The Federal Aviation Administration (FAA) has outlined required content for AMT programs. As of 2022, required content is split between three focus areas with a specific number of instructional hours for each: General (400 hours), Airframe (750 hours), and Powerplant (750 hours), totaling one thousand nine hundred (1900) hours. The FAA further requires that faculty teaching in AMT programs hold Airframe and Powerplant mechanic certifications. To ensure CGCC's AMT program covers the 1900 hours of technical content required by the FAA, the program's technical training shall be offered over twelve (12) months rather than the standard nine (9) months, with the same per term contact hour requirements as stated in Article 7, Section A.2. The full-time AMT faculty position shall be a 240-day contract over four (4) terms. The work week shall be forty (40) hours. The salary for the position shall be set at the current collective bargaining agreement daily rate, notwithstanding

B. Academic Professional Workload

1. The College is responsible for conducting annual performance evaluations and providing current job descriptions. As a part of the performance evaluation process in Article 12, the employee and the supervisor shall conduct an annual review of the employee's job description to evaluate whether any significant changes in the employee's job duties have occurred which might warrant a reclassification review. The employee and the supervisor shall also review the employee's workload at that time. If workload issues are mutually identified, the supervisor shall develop a plan to address such issues. Such a plan might include but not be limited to job redesign, process analysis, staffing analysis and training. The revision of job descriptions for regular APs shall be made in collaboration with employees currently in those positions. APs may request that Union representation be part of this collaboration. The college shall inform the Union of all changed job descriptions within the bargaining unit. Revised job descriptions must be shared with the Employee at least 30 days before new duties take place. Employees have the right to consult with the Union and to appeal changes that affect workload or any provisions of the CBA.
 2. Academic Professionals shall be given seven (7) business days' notice of any necessary change in the regular schedule.
 3. Summer schedule. The college shall be closed on Fridays beginning the first week of summer term through Labor Day weekend. Academic Professional employees who regularly work forty (40) hours per week shall be required to work four (4) nine (9)-hour days at no loss of pay. Any overtime those employees are required to work shall be based on a thirty- six (36) hour week. Any compensatory time earned during the 4/9 work week period must be used by June 30 of the following year or shall be paid out on the June 30 payroll. Academic Professionals who regularly work less than forty (40) hours per week shall work ninety percent (90%) of their normal schedule but be paid for working one hundred percent (100%) of their normal schedule.
 4. Academic Professional Work Locations. Employees may be hired to work at a specific location, per the job description and recruitment announcement. Changes may be made by the College to an employee's assigned campus provided there is a business need for the change and that the need for the change is discussed with the employee before the change is implemented. Unless an emergency exists, employees shall be given ten (10) business days' written notice. Employees assigned to a specific location who must work at a secondary location in addition to their primary location during a given work day shall be reimbursed for travel to the secondary location at the rate for mileage reimbursement as set by the IRS.
- C. Faculty Scheduling and Teaching Assignments
1. Teaching
 - a. The College shall consider preferences of the faculty in making instructional assignments.
 - b. Employees shall be notified of their teaching assignments at least ten (10) working days before the date of the first class. However, this does not preclude

changes in the class schedule due to circumstances such as class cancellation and the addition of new classes.

- c. The Office of Instructional Services shall coordinate with Department Chairs on course cancellations, but retains the final right to cancel course sections. Course cancellation dates shall be scheduled at least seven (7) days before the start of each term. The College shall include course cancellation dates for each term in the published Academic Calendar each year. Faculty shall not be required to teach a course they have not taught in the previous year without at least ten (10) days notice.
- d. Department Chairs shall work with the Office of Instructional Services on scheduling faculty for classes in their subject area. The Office of Instructional Services or designees shall consult with Department Chairs in preparing the proposed schedules. The Office of Instructional Services retains the final right of assignment for faculty teaching assignments. When possible and prudent, any changes to the proposed schedules submitted shall be referred to the faculty members involved. However, unless mutually agreed otherwise, faculty members shall receive at least one academic quarter's notice before being assigned to teach a class they have not previously taught.
- e. Full-time faculty shall make themselves available to teach at least one (1) night class per year, including online or hybrid course options. A night class shall be defined as any class starting after 5pm. No faculty shall be required to teach a class ending later than 9pm. After Sept. 1, 2026, no employee shall be the lone employee of the College present at a campus or site during their regular work hours unless (1) there are safety provisions in place to address safety concerns, or (2) the employee does not object to working alone.
- f. The College shall make reasonable efforts to avoid assigning faculty members to a class schedule which involves more than four (4) different preparations.
- g. Office hours. Faculty are expected to have one (1) office hour per week for every three (3) instructional contact hours that they teach per term. Office hours do not apply for lab, clinical, corequisite, or practical classes. Faculty shall include their office hours on each of their course syllabi. If the faculty member is holding remote office hours, they shall post a statement on the course site, indicating how students can access online office hours.
- h. It is understood that faculty are employed in service of the College and not for a specific campus location.
 - i. Faculty may be assigned to campus locations during the year to meet program needs. The College shall first seek qualified volunteers for each campus assignment. When possible, decisions to assign faculty shall take into consideration the needs of the employee.
 - ii. Assignments of classes so as to require travel between the full-time instructor's primary office location and teaching locations 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 Office of Instructional Services Department Chair, and the instructor. The results of such mutual discussions shall be utilized in making the final decision. Required travel costs shall be reimbursed in accordance with designated procedures in Article 18.

- i. Part-time instructors who have taught at least two (2) courses per term for three (3) terms a year for two consecutive years and who have successfully completed the probationary period outlined in Article 12 shall have assignment rights to at least two (2) available, scheduled courses per term for which they are qualified in the year subsequent to the completion of that three-year period.
 - i. These assignment rights are ongoing until such time as the instructor refuses an assignment.
 - j. Changes in Work Assignments. It is agreed that the Office of Instructional Services reserves the right to make reasonable changes from time to time in scheduling and work assignments of individual faculty members. Such changes shall be discussed in advance with impacted faculty and their department chair.
 - k. Academic Professionals. May accept teaching assignments under the following conditions:
 - i. Academic Professionals must be hired as part-time instructors, following the same vetting process and meeting the same academic qualification standards required of all instructors in the area of instruction;
 - ii. Academic Professionals shall start at level 1 on the faculty pay scale;
 - iii. Academic Professionals must advise their supervisors of their part-time appointment, and approve teaching assignments that occur within standard work hours. Academic Professionals must continue to meet the contractual requirements of their Academic Professional job, and shall work with their supervisor to clarify the plan to do so.
 - iv. Academic Professional employees who accept a part-time assignment shall be limited to one course per year (or a total of four credits, whichever is higher). An exception to this condition may be made by the department chair. This does not preclude instructors from accepting temporary exempt assignments.
 - v. As a part-time instructor, Academic Professionals shall comply with all instructional requirements (i.e., office hours, assessment), as outlined in this article, within the scope of Article 2.
 - vi. Exempt employees shall only accept teaching positions with approval of the department chair. If approved, exempt employees shall adhere to all conditions that apply to Academic Professionals accepting teaching assignments.
2. New course development/major revision of an existing course.
 - a. The development of a new course, or the major revision of an existing course, may be initiated by the College or may be requested by the faculty and approved

by the College. The request shall include a description of the course objectives, including student outcomes and assessments, justification for the course, and expectations for the course.

- b. Curriculum generally refers to a series of courses that help learners achieve specific academic or occupational goals. Curriculum development occurs when:
 - i. Courses in a program or degree are significantly changed due to an administrative or a governing body decision.
 - ii. A new program is proposed and curriculum for that certificate or degree needs to be developed.
 - iii. Course development is an expected responsibility of the faculty. Compensation or course release for course development shall be awarded if the faculty member is creating a new course that is required for a program or degree, is substantially revising an existing course due to administrative or governing bodies, or by agreement with the Office of Instructional Services.
 - iv. A faculty member who agrees to accept an assignment for developing a new course or new curriculum shall either receive course release time or additional compensation. Such development shall be paid at the rate as stated in Article 14.A.3.
- c. By agreement with the Office of Instructional Services, development of Open Education Resources (OER) shall be paid at the rate as stated in Article 14.A.3.

D. Faculty Workload

1. Faculty members are professional employees and, as such, exercise judgment and discretion in their work hours to fulfill their professional responsibilities. It is understood that the work hours stated in this article are approximations of the time faculty members will spend in certain tasks, most specifically around the facilitation of student learning in the instructional setting. It is also understood, however, that faculty spend additional time outside of the classroom, including off-campus and outside the normal workday, in fulfilling their professional duties as described in this article and throughout this agreement.
2. The College shall provide each faculty member with a job description for all regular faculty assignments and any non-classroom instruction-related assignments (e.g., reassigned time for program coordination, faculty performing administrative duties, extracurricular and/or co-curricular duties, etc.).
 - a. The revision of job descriptions for faculty shall be made in collaboration with faculty currently in those positions. Faculty may request that Union representation be part of this collaboration.
 - b. Revised job descriptions must be shared with the faculty and department chair at least 30 days before new duties take place. Faculty have the right to consult with the Union and to appeal changes that affect workload, under this Article, or any provisions of the CBA. Job descriptions shall be kept in the faculty member's personnel record and shall be made available upon request.

3. The standard of workload calculation (load) is the lecture credit. Each lecture credit has 1:1 ratio with student contact hours in the instructional setting (“contact hours”). As instruction occurs in other formats, i.e., lecture/lab, lab, clinical/practical, load calculation shall be referred to in contact hours.
4. Loads shall be calculated per term and annualized over the academic year, as defined in Article 14 of this Agreement. A full teaching load is 15-16 lecture contact hours per week per term. As stated in this agreement, this equates to 15-16 lecture credits per term. Therefore, a full load totals at least 45 and no more than 48 lecture credits per academic year. If a full-time faculty member is within load, but finds their work demands lead to a consistent pattern of working more than 35 hours per week, that instructor shall have the right to relief through the workload review process outlined in this Agreement.
5. Loads which include lecture/lab or lab credits shall be calculated as follows, to the third decimal place. Lecture/lab contact hours shall be counted as: 0.834 lecture contact hours. Lab contact hours shall be counted as: 0.715 lecture contact hours. If, at any time, the lab credit calculation pushes a faculty into a consistent pattern of working more than 35 hours per week, that instructor shall have the right to relief through the workload review process outlined in this Article.
6. Therefore, a full load for instructors of credit courses and non-credit ABE/GED/ESOL courses, in addition to their professional responsibilities outside of the instruction setting, is:
 - a. Lecture: 15-16 contact hours per week (1 contact hour:1 lecture credit hour);
 - b. Lecture/Lab: 18-20 contact hours per week (1 contact hour: 0.834 lecture credit hour);
 - c. Lab/Clinical/Practical: 21-23 contact hours/week (1 contact hour: 0.715 lecture credit hour.
7. Credits taught in excess of 48 lecture contact hours per year shall be deemed overload and compensated as per this agreement. Extra compensation for the overload hours shall be made as soon as practical during the last term of the faculty member’s full-time teaching assignment during that academic year. If a full-time faculty member teaches less than full- time during one or more terms during the year, overload credit earned that year shall be counted against the deficit.
8. Each spring, the college shall distribute an annual work calendar to full-time faculty. Faculty shall indicate work days for the academic year and return it to the Office of Instructional Services at least fourteen (14) business days prior to the start of the fall term
 - a. Full-time faculty can be offered work for extra pay beyond the normal job assignment either by increasing the work week (an overload) or by lengthening the work year (extended service). An overload assignment shall not exceed one class or five work hours per week except by mutual agreement of the College and the faculty member. Faculty shall have the right to refuse overload requests without discipline or retaliation.

- b. Extended service can be on a part-time or full-time basis. The College shall attempt to assign overloads and extended service on a consensual basis and shall take into consideration the preferences of the faculty member.
- c. The work load for part-time faculty shall be as stated in the job description or posting. It includes all activities directly related to the classroom assignment, such as course preparation (i.e., lesson planning, course shell management), preparation of syllabi, and other required documentation, academic outcomes assessment, teaching and meeting the class, evaluating students' work, submitting grade and related reports, office hours (as defined in this agreement), attendance at one department meeting per term, required online or in-person staff meetings, required Safe Colleges trainings, and a reasonable amount of student contact to respond to questions and to resolve problems related to the course.
- d. The special projects rate shall be paid to part-time faculty who are required by their Office of Instructional Services or Department Chair to perform tasks outside their normal scope of work as defined throughout Article 7 and in Article 14. All such work must be explicitly approved in advance by the Office of Instructional Services. Work without prior approval shall not be compensated.
- e. All faculty members are eligible to be considered for assignment to management support functions, such as Instructional Coordinator. When a faculty member accepts such an assignment, the faculty member shall either receive release time from their normal duties or shall receive additional compensation at the special projects rate specified in Article 14.
- f. If insufficient work is available to assign a full work schedule to a full-time faculty member, for example, because of insufficient enrollment, and if the full-time faculty member has not had an equivalent overload that year, classes assigned to a part-time faculty member shall be reassigned to the full-time faculty member in order to maintain a full annual workload. The Office of Instructional Services shall consult with the affected faculty before making the reassignment. Alternatively, the College and the full-time faculty member can agree that the full-time faculty member shall teach in another subject area in which the faculty member is qualified or be given responsibility for other work such as the accreditation self-study report, program reviews, etc.

E. Extra Duty Course Reduction

- 1. Extra duty course reductions for faculty, or equivalent work day hours, may be given for substantive work in a variety of areas. Employees may request a duty reduction or load adjustment from the appropriate supervisor.
- 2. Employees are not required to perform extra duties. All extra duties shall be voluntary. Extra duties may be performed by adjunct faculty members - if approved by the supervisor, and accepted by the faculty member - and shall be compensated at the special projects rate, unless there is an hourly rate specified.

- F. **Workload Review:** An employee who believes their workload or work hours to be excessive for any reason, including coordination, maintenance duties, and PD/ self-studies for accreditation, and curriculum development, may request an administrative review by the appropriate administrative office, in cooperation with the department chair or supervisor. The employee shall meet with the College to present reasoning for review and may request Union representation. This review shall be completed within a reasonable period of time, not exceeding twenty (20) business days, and a written summary with recommendations shall be furnished to the employee, College, and the Union.
- G. **Remote and Flexible Work Agreements:** The College and the Union agree that a flexible schedule can be beneficial to the College and to its employees. In some cases, individual employees and their Supervisor may agree to a remote or flexible work arrangement. The supervisor and the employee shall meet to discuss the request, including, for example, whether the work can be performed remotely. Supervisors shall be human-centered when employees request schedule changes or remote work, provided the arrangement allows the employee to successfully fulfill their job duties.
 - 1. Any agreement between the employee and supervisor for remote work or flexible schedule must be in writing and must include any agreed-upon arrangement for college-provided services.
 - 2. If the request is denied, the supervisor shall provide the employee with a written explanation of the reasons the request was denied. The employee can appeal the denial to the next level of supervision. The decision of the appropriate VP, supervisor, or President is final. The employee can request bargaining unit representation in this process.
 - 3. The College shall accommodate reasonable schedule adjustments to allow for employee attendance in classes to use the tuition waiver benefit outlined in Article 11.

ARTICLE 8 - LAYOFF AND RECALL

- A. **Layoff**
 - 1. If the College determines that a layoff is necessary and unless an emergency exists, the College shall notify the Union at least ninety (90) calendar days in advance and shall include the positions and/or job group to be laid off, and the parties shall meet to discuss ways of avoiding layoffs which may include temporary furloughs, reduced hours or job sharing, and early retirement packages.
 - 2. When reductions remain necessary following that discussion, the college shall permit bargaining unit employees to take voluntary layoffs until the necessary reduction in the workforce is met.
 - 3. When voluntary layoffs do not meet the necessary reductions, the college shall attempt to place or assign affected employees to any available courses or position for which they are qualified within their program or department. Should a layoff still prove necessary, the College shall determine whether the affected employees are qualified for work in other areas.

4. When reductions remain necessary, layoffs in the identified department shall be first from temporary employees, then probationary employees, then part time employees, then full time employees based on inverse order of seniority within those departments.
5. Full-Time Faculty annual employment renewal. The College shall notify full-time faculty by January 1 or the employee shall receive pay and coverage of insurance programs for the additional months into the new contract period or one full academic term, whichever is higher, in lieu of notice.
6. Full-Time Academic Professional annual employment renewal. The College shall notify Academic Professionals by June 1 of their employment renewal.
7. Academic Professionals. Employees designated for layoffs shall be given at least sixty (60) business days' notice of layoff or compensation to the extent such notice is deficient. A copy of the notice shall be sent to the Union.
8. Academic Professionals. Within ten (10) calendar days of receiving a notice of layoff, an employee designated for layoff may replace the employee with the least seniority. An employee who exercises replacement rights and is unable to perform the duties of the new position within one (1) month of assuming that position shall be laid off from the original position rather than be considered for dismissal.
9. The College shall continue coverage of insurance programs for a laid off employee for the first ninety (90) days of layoff.

B. Definition of Seniority

1. Seniority for all bargaining unit employees shall be computed by accrued hours or credit hours from the employee's date of hire in a bargaining unit position, and shall continue to accrue during approved paid leaves of absence.
2. When a grant-funded or enterprise-funded bargaining unit employee is hired to a general fund bargaining unit position, the time spent in a grant- or enterprise-funded position shall be counted toward seniority, appointment status, and step advancement on the salary schedule, provided that there has not been a break in service to the College.
3. Termination of seniority shall occur upon retirement, resignation, discharge for just cause or acceptance of a position outside the bargaining unit.
4. The College shall post a seniority list of all employees within thirty (30) calendar days of the date of the initial Agreement and in March and October, no later than the 15th of the month. The Union shall receive a copy of the list at the time of its posting. Employees who believe their seniority date is incorrect may seek adjustment through the grievance procedure.
5. An exception shall be made to the order listed above when an employee moves from a program or department being reduced into one for which they are qualified but in which they have not worked at the college previously. Layoff determinations within the new program or department shall then be made on the basis of seniority in the order listed above. A full-time employee being reassigned to a program or department due to reductions shall not displace another full-time employee in the new program or department, but they shall have the option to displace volunteer, temporary, part time

employees or probationary full-time hires made after the layoff date, as needed. The process of moving to new areas of the College due to program or department reduction may occur no more than once every five years for any individual employee. As needed, these changes may supersede the normal contracted academic year which may, in the case of faculty, require affected faculty to teach during the summer term.

6. Exception to Layoff Order. An exception can be made to the layoff order of section A if:
 - a. The remaining employees do not have the necessary education, skills, or experience for the remaining work; or
 - b. The remaining employees are not available to work during the times and days scheduled; or
 - c. The College determines that a program or department can no longer support full-time employees, in which case the full-time employee shall have the opportunity to replace a part-time employee or take a part-time position if available. In this case, refusal to accept a part-time position does not impact a full-time employee's recall status.

C. Recall

1. Laid off full-time faculty and both full-time and part-time academic professional employees shall be placed on a recall roster for twenty four (24) months after the effective date of the layoff, or until:
 - a. The employee is recalled for a position that is equal or higher in wages, benefits, hours of work;
 - b. The employee resigns or retires;
 - c. The employee refuses recall to a position in the same area or program; or
 - d. The employee fails to respond in writing or via e-mail within 30 days to notice of recall.

Employees shall be recalled in the inverse order of the layoff provided the employee can demonstrate they possess the minimum education, experience and qualifications as outlined on the open position's job description to perform the assignment to which they are recalled. Even if they don't meet every one of the qualifications, they shall be considered for this position. An employee who exercises recall for a different position and is unable to perform the duties of the new position within one (1) month of assuming that position can be laid off from that position and re-added to the recall list. For the purposes of recall, employees shall be limited to their respective full-time/part-time employment categories, and their faculty and academic professional categories. Grant-funded and enterprise-funded employees are limited in recall to their specific funding sources.

2. Notice of recall shall be sent by email and certified mail to the employee's last address on the College's record. A copy of the notice shall be sent to the Union President.
3. The laid-off employee shall have five (5) business days from receipt of the certified notice to respond in writing or via e-mail to the recall notice. At this point, Academic Professionals shall have fourteen (14) business days to return to work, and College shall

work with Full-Time Faculty, who might be in an active teaching assignment elsewhere. Failure to respond to the recall notice by accepting or rejecting the recall notice shall cause the laid-off employee to forfeit all recall rights and shall be deemed to be a resignation.

4. Employees shall be required to accept any the same position and given one right of refusal an option for any other position that is equal or higher in wages, benefits, hours of work and that the employee can demonstrate they possess the necessary minimum education, experience and qualifications as outlined on the open position's job description to perform the assignment to the position from which laid off.
5. For twenty four (24) months after the effective date of the first layoff, no new employee, including a temporary employee, can be hired in a job within the bargaining unit unless all laid off employees have been given the opportunity to consider and demonstrate their possession of the minimum education, experience and qualifications for that job and have been offered recall rights for that job.
6. Employees on recall status shall have the ability to apply for open positions for which they qualify. Employees on the recall list who apply for a vacant position prior to the closing date specified in the job announcement, and who meet the minimum job requirements, shall be given an interview.
7. Step Determination. A step increase which was earned before the layoff and which is implemented for actively employed employees during the period of layoff shall be granted to the laid off employee at the time of recall. Otherwise, upon recall, the employee shall be placed at the same step on the salary scale they held at the time of layoff. Seniority accrued at the time of layoff shall be restored, but no additional seniority is earned during the layoff period. For full-time employees, accumulated but unused sick leave shall be restored, but sick leave does not accrue during the layoff period.

ARTICLE 9 - LEAVES OF ABSENCE

PREAMBLE: The Union and Management agree that it is important to maintain a safe and healthy work environment.

The College shall comply with federal, state, and local laws regarding protected leaves.

A. Paid Leaves

1. Full-time Faculty and Academic Professionals Sick Leave
 - a. Full-time employees shall earn sick leave on the basis of eight (8) hours of sick leave for every pay period.
 - b. Unused sick leave shall be accumulated without limit.
 - c. Pursuant to Oregon law, an employee may also use sick leave for any approved leave under the Oregon Family Leave Act. Generally, full-time faculty are expected to make up the time missed due to illness, and their normal salary is not reduced for days of work missed due to illness. If a full-time faculty member cannot make up the time, the faculty

member can draw on the sick leave account in order to maintain his or her normal salary.

- d. Employees taking more than five (5) consecutive scheduled workdays days of sick leave for purposes described in ORS 653.616 may be required to provide verification from a health care provider for the need of sick time. The College shall provide written justification for this requirement. If the College requires an additional medical examination, it shall be at College expense.
 - e. Absence resulting from illness or accident compensated by the workers' compensation program may be taken as unpaid leave or reported as sick leave, in which case the employee can use sick time to make up the difference between the regular salary and workers' compensation benefits. The College shall comply with State and Federal Family Medical Leave laws.
 - f. Employees shall comply with College personnel procedures and instructions on the payroll time sheet for the use of and reporting of sick leave.
2. Part-time Faculty and Academic Professionals
- a. Part-time faculty and academic professionals shall be front-loaded with forty (40) hours of paid sick leave pro-rated in accordance with ORS 653.606 at the time of hire and each year on January 1.
 - b. Unused sick leave hours shall be accumulated without limit.
 - c. Unused sick leave hours shall be shown on the College leave accounting records.
 - d. Accrued sick leave can be used for personal illness or for other reasons as required by law.
 - e. Sick leave shall be used in hourly increments and administered in accordance with applicable Oregon Laws.
 - f. Part-time faculty and academic professionals taking more than five (5) consecutive scheduled workdays days of sick leave for purposes described in ORS 653.616 may be required to provide verification from a health care provider for the need of sick time. The College shall provide written justification for this requirement.
3. Vacation and Sick Leave Donation
- a. Both parties recognize that employees may have extenuating circumstances resulting in a need for additional time off in excess of their available sick/vacation time. To address this need, all faculty and academic professionals shall be allowed to donate accrued paid sick or vacation leave hours from their unused balance to employees in need of additional paid time off in accordance with the procedures outlined below.
 - b. Employees who would like to make a request to receive donated sick/vacation time must have a situation that meets the following criteria:
 - i. Medical situation, defined as a qualified FMLA/OFLA medical condition of the employee or an immediate family member that shall require the prolonged/extended absence of the employee from duty and shall result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. The employee must apply and be approved under FMLA/OFLA in order to qualify for leave donations. The employee is only eligible for leave donation for the qualified leave period. To the extent permissible under the law, all types of protected leave (FMLA, OFLA, PFMLI) shall run concurrently.

- ii. Major disaster. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work. A major disaster can also be declared by the governor with a state of emergency.
 - iii. This program is strictly voluntary.
- 4. Donating Employees
 - a. Employees may donate accrued vacation or sick leave in full hour blocks.
 - b. Donating employees must maintain a minimum vacation or sick leave accrual balance of five (5) working days (40 hours) after the number of donated days have been subtracted from their balance.
 - c. Donating employees shall complete a form approved by the College authorizing the donated hours to be credited to the recipient employee.
 - d. Donations from other College employees shall be made in accordance with the contract or policy which governs their employment at the College.
- 5. Recipient Employees
 - a. Employees on approved leave may receive donated leave from donating employees. Donated vacation and sick leave hours shall be credited to the recipient employee's leave accrual balance on an hour-for-hour basis only after an employee has exhausted all personal, sick and PFMLI benefits (Paid Family Medical Leave Insurance).
 - b. Donated leave days must be used within the approved leave period. If leave days are not used within that time frame they shall revert to the donating source employee. Employees may not receive more than 100% of their regular compensation through any combination of paid leaves with workers' compensation time loss or PFMLI benefits.
- 6. Procedure and Limitation
 - a. Donation leave eligibility must be established prior to implementing procedures for vacation and sick leave donation. To apply for leave donation, an employee needs to obtain a request form from the Human Resources Department.
 - b. Employees must apply for leave donation seven (7) days in advance of the need for donated time. Donating employees shall have 7 days to make their donations after the posting of the request for donations. The President may extend time limits at their discretion.
 - c. All donated days are subject to all sick leave rules and policies. Collectively, if employees donate more than the total number of days required, the remaining hours shall be given back to the donating source employee(s).
 - d. The College shall not assume any tax liabilities that would otherwise accrue to the employee.
 - e. The College shall keep the sources of all donated and received leave confidential.
- 7. Public Health Emergency Leave
 - a. In the event of a public health emergency that causes a College or building closure and/or results in a quarantine at the College, the following provisions shall apply. An employee's absence from work because of a building closure, College closure, or quarantine mandate by the appropriate public health official shall not be charged against the employee's sick leave for a period of up to ten (10) days and the employee shall suffer no loss in pay or benefits for a period of up to ten (10) days provided that

such quarantine or closure is declared solely for the purpose of preventing the spread of a communicable disease to others. Employees may be directed to report to work in a manner that is consistent with public health directives, or may have the ability to work their shift remotely as approved by their supervisor.

- b. When an individual employee is absent from work because they are directed to quarantine by the College or appropriate public health official due to a work-related contact, that employee:
 - i. shall not have such absence be charged against their employee sick leave for a period of up to ten (10) days;
 - ii. shall suffer no loss in pay or benefits during such period for up to ten (10) work days, provided that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.
 - iii. may have the ability during quarantine to work their shift(s) remotely as discussed with and approved by their supervisor.
8. Bereavement Leave
- a. Employees shall receive up to five (5) working days with pay following the death of a family member, as defined by Oregon state leave law. In alignment with the Oregon Family Medical Leave Act (OFLA), employees are eligible for an additional unpaid week of leave. If more time is needed, the employee may choose to take vacation, sick, personal or other leave or earned compensatory time. If no such leave or compensatory time is available or the employee chooses not to use it, the employee may request unpaid leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.
 - b. Emergency Leave - Short-term paid emergency leave may be granted by the President or their designees for acute emergencies beyond staff member's immediate control for up to five (5) working days. Such paid leave is not automatic. Medical emergencies shall be subject to the sick leave provisions of this article and to governing legislation such as FMLA/OFLA.
 - c. The College shall attempt to reschedule classes missed by part-time faculty due to a death in the immediate family so that the faculty member shall not lose pay.
9. Jury Duty/ Witness Service
- a. Employees who are required to serve on a jury or to appear as a witness, except where the employee is a witness in the employee's case against the College, shall be paid their regular pay for time spent while serving in such capacity, but the employee must submit to the College verification of the jury or witness service and any compensation received, except for expenses.
 - b. The College shall attempt to reschedule work missed by part-time employees due to required jury or witness service so that the part-time employees shall not lose pay.
10. Military Leave
- a. An employee who is ordered to or who volunteers for extended military training or active duty in the Armed Forces of the United States, the Coast Guard, the U.S. Public Health Service or a National Guard component, or who is ordered to or who volunteers to take part in weekend, weekly or monthly training, shall be granted an unpaid leave of absence for the duration of the service and reinstated in accordance with applicable

state and federal laws and regulations, including the Uniformed Services Employment and Reemployment Rights Act (USERRA) and provided by statute. An employee may choose to use any accrued, unused paid leave for military leave.

- b. Leave for Temporary Active Duty in Armed Forces: An employee who is a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service is entitled to a leave of absence for a period not exceeding fifteen (15) days in any one training year for initial active duty for training and for all periods of annual active duty for training as provided by statute. An employee who has worked for CGCC for a period of six (6) months prior to requesting this type of leave is entitled to receive pay for the period during which the employee is on leave.
- c. Military Family Leave: An employee who, on average, performs twenty (20) or more hours of work per week and whose spouse or registered domestic partner is a member of the Armed Forces of the United States, the National Guard or the Reserves and is notified of an impending call or order to active duty, or if already on deployment, receives notice of leave during a period of military conflict, may be eligible to take up to fourteen (14) days of unpaid leave per deployment. An employee may use any accrued but unused paid vacation or personal leave to which they are entitled while on this type of leave. An employee must notify the College of their intention to take leave within five business days following receipt of the notice giving rise to leave. Military Family Leave counts against an employee's OFLA leave entitlement.

11. Parental Leave.

- a. A leave of absence shall be granted for parental leave, including for adoption, upon request, in accordance with federal and state leave laws.
- b. Care for Parents. Leaves for care for their own infirm parents, or those of their spouse, shall be provided in the same manner as parental leaves in this Article.

B. Unpaid Leaves

1. General

- a. An employee must notify the College of their intention to take leave within five (5) business days following receipt of the notice giving rise to leave. Unpaid leaves of absence for periods up to one (1) calendar year may be granted at the discretion of the College for good cause to any employee upon written request to the President or designee. Except in an emergency, a request for leave must be approved in advance by the President or designee. Requests for leave should be submitted as early as possible and at least ninety (90) days in advance, unless an emergency occurs. Leave may be taken intermittently.
- b. The College shall make every reasonable effort to fill the position on a temporary basis so that the employee can be reinstated at the end of the leave. An inability to fill the position temporarily is grounds for denying the leave. While the employee is on leave, if it becomes necessary to fill the position on a non-temporary basis, the College shall notify the employee before doing so in order to allow them to decide whether to return early from the leave.
- c. An employee who returns from leave shall have pre-leave seniority restored. If the leave was for one academic term or less, the employee shall continue to earn seniority

during the leave. Full-time employees shall be covered by the health and life insurance programs for up to sixty (60) days while on leave, with the College continuing to make the premium payments provided by this agreement. Participation in these insurance programs beyond the sixty (60) days shall be at the employee's expense and subject to requirements of the insurance carrier.

- d. Employees on leave shall not seek or accept employment elsewhere, except where the employment was incidental to their regular position at the College or is in conjunction with or a component of the leave, such as for research, education, or teaching.
- e. A request for a temporary reduction of hours to accommodate personal, medical or educational needs shall be handled like a request for a leave of absence under the procedure in this Article.

2. Professional Leave

Application can be made by regular full-time or part-time employees who have been employed at least nine (9) of the previous twelve (12) terms for up to three (3) terms of unpaid leave for professional development. Approved leave does not constitute a break in seniority.

3. Parental Leave

Employees that require leave that exceeds federal and state leave timelines may apply for general unpaid leave under this Article. Employees who take parental leave shall be eligible for salary advancement and shall receive seniority credit at their previous level of employment experience.

C. Faculty Substitutions

Substitute instructors for instructional classes may be allowed, when necessary and in accordance with prior sections of this article. If the need for substitution is urgent and short-term, a substitution may be made among qualified members of an academic department. Instructors requiring an urgent or short-term substitution shall inform the Office of Instructional Services when such substitutions are made, with as much advance notice as can be afforded, or as soon as practicable afterwards. Longer term substitutions, defined as more than two (2) consecutive weeks of classes of a given term, should involve a discussion between the appropriate Chair and/or The Office of Instructional Services. Instructors requiring a substitution should otherwise follow the leave reporting procedures addressed earlier in this article, and Payroll department procedure. The Office of Instructional Services shall work with Chairs and instructors to maintain a list of qualified substitutes in the area of instruction for longer term substitution.

ARTICLE 10 - IN-SERVICE, CONTINUING EDUCATION, PROFESSIONAL DEVELOPMENT

A. In-Service Education In-service programs are formal programs presented by the College with an educational objective. No single in-service shall exceed eight (8) hours in length.

1. Faculty

- a. Full-time employees are expected to attend fall and spring in-service programs as well as an additional 10-12 hours of all-staff in-service events such as:
 - i. President's Town Hall meetings
 - ii. Fall Welcome Back
 - iii. New Student Orientation
 - iv. Graduation

v. Nursing Pinning Ceremony

as part of their regular assignment. Full-time faculty shall receive credit toward the number of contract days. These events shall be scheduled with at least ninety (90) days notice.

2. Academic Professionals

- a. Full-time employees are expected to attend any all-staff in-service event (i.e., Fall Welcome Back), and, if related to their role and responsibilities, fall and spring faculty in-service activities. Their attendance is part of their work schedule.
- b. Part-time employees are encouraged to attend any all-staff in-service event (i.e., Fall Welcome Back), pending supervisor approval, during their normal work hours. If employees are requested to attend outside of their normal schedule, their attendance will be compensated at their normal pay rate.

B. Continuing Education

1. Employees may request leave for attendance at job-related educational programs. If the request is granted, the College shall inform the employee what expenses, if any, shall be paid by the College for travel, registration, materials and related expenses. Educational expense requests should be submitted to and approved by the employee's supervisor and the College President. Expense reimbursements shall be made in accordance with the process outlined in Article 18.C.

C. Professional Development

1. Full time faculty are expected to attend at least two (2) professional development opportunities provided by/at the college, as part of the ongoing commitment to community learning. These offerings will be scheduled during the work day and faculty work calendar, and, to the extent possible, will also be made available online or via recording. Part-time faculty are similarly invited to participate, and when invited by the Office of Instructional Services to participate, will be compensated at the special projects rate in Article 14. The College will maintain this record of attendance, and share with the Union on June 30th at the end of the given year.
 - a. Faculty in probationary status, and the Office of Instructional Services shall develop a professional development plan. The plan shall be reviewed and updated annually throughout the probationary period as part of the evaluation process. The Office of Instructional Service shall be responsible for scheduling planning and review meetings. If the Office of Instructional Services does not schedule these meetings that shall not compromise the faculty's progress toward regular status.
2. Full-time faculty in regular status and the Office of Instructional Services and/or Department Chair shall develop a professional development plan. During spring term the Office of Instructional Services shall solicit the faculty's recommended plan for the following academic year.
3. The College may choose to meet with academic professionals to create a professional development plan. Set up and maintenance of these plans should be a collaborative process applied the same to all full time employees.
4. Employees who are required to update certifications, or to receive other regular training in their field, to maintain licensure, College programs, and/or accreditation may negotiate the cost of licensing as part of their compensation package under Article 14 of this contract.

5. When required continuing education, professional development, and/or licensure adds significant additional workload, an employee may request course load/duty release or special projects pay from their supervisor.
- D. Faculty Professional Development Fund
- The College shall establish a Faculty Professional Development fund to be administered by the Office of Instructional Services and used exclusively for the professional development of faculty members. The fund shall be allocated at \$30,000 for the first year of this Agreement, increasing 3% in each subsequent year. Any and all unspent funds shall be carried forward in a faculty-specific dedicated training account from academic year to academic year. Monthly PD fund reports shall be shared with the Instructional Council.

ARTICLE 11 - TUITION WAIVERS

- A. Tuition shall be waived for employees, their spouse, domestic partners, eligible dependents and/or chosen family who attend classes at the College. Domestic partners of employees are eligible provided that they have a written declaration of domestic partnership on file in the Human Resources department. This article does not apply to fees which result in costs to the College.
1. Full-Time Employee
 - a. Employee up to eight (8) credit hours per term.
 - b. Spouse, domestic partner, and dependents - up to nineteen (19) credit hours per term, each or a maximum of the credits required to obtain a two- year degree in a college program.
 2. Part-Time Employee
 - a. Tuition shall be waived for part-time employees who attend classes at the College up to eight (8) credit hours per term in which the employee is working.
 - b. A part-time employee's spouse, domestic partner, and dependents may use the credit hours which are not used by the employee in a term.
 - c. Family members of a part time employee may use up to twelve (12) credit hours each per term or the maximum of the credits required to obtain a two-year degree in a College program.
- B. Dependents are qualifying children or relatives as defined by the Internal Revenue Service. Eligibility will be determined by reference to the faculty employee's last federal tax return or other acceptable documents.
- C. Tuition waivers must be completed and approved prior to the beginning of the class.
- D. Classes may be taken with or without credit.
- E. Registration shall be in accordance with the College's registration schedule and procedure.
- F. Employees may take credit or non-credit courses. One credit hour shall be considered equivalent to 11 non-credit hours.
- G. The College shall accommodate reasonable schedule adjustments to allow for employee's attendance in class. Attendance in a class by an employee shall not interfere with their regular duties and responsibilities. If an employee is required to take a class, they shall be allowed time during the workday for the class without loss of pay.
- H. No course shall be conducted which would not have met without the enrollment of such tuition waiver students No tuition waiver student shall displace a tuition paying student. If an employee is bumped out of a class because of full enrollment of tuition paying students, they shall be allowed, in

accordance with the College's current policies and procedures, to re-enroll in the class if a position opens within the first week of the term or equivalent drop period.

- I. Tuition waivers for Small Business Development Center classes may not always apply and shall be determined on a class-by-class basis by the SBDC Director.

ARTICLE 12 - EVALUATION & PERSONNEL FILES

The purposes of evaluation are to provide the employee with feedback concerning job performance; to provide the College administration with guidance in staffing, planning and budgeting; and to assure excellence in the delivery of service. The primary purpose of evaluation is to assure excellence in the delivery of service through an ongoing process of example, advice and self-reflection. Employees and the College have a common goal of excellence in delivery of service leading to student success.

A. Probationary Period

1. Faculty. All faculty shall serve a three-year period of probation after their initial hire. During the probationary period, the evaluation process shall be as follows.
 - a. First term: Peer feedback is important to the development of any instructor's approach to teaching. In their first term, the instructor shall request a peer observation of their course section of their choice, by a faculty peer of their choice. This observation shall be summarized by the observer and shared with the first term instructor. This observation shall not be placed in the new instructor's personnel file, but the name of the observer, course section and date observed must be shared with the Office of Instructional Services.
 - b. Second term: A formal evaluation by supervisor or designee is conducted. The observation is discussed with the faculty member, a written copy given to the faculty member, and another placed in their file.
 - c. Third term: A self-evaluation by the faculty is conducted, including consideration of previous evaluations, and relevant supporting materials (i.e., optional portfolio) which is designed to highlight a faculty member's strengths and development as an instructor, including those strengths which may not be readily apparent through individual classroom observations. Materials to be included are at the discretion of the faculty member creating the portfolio and may include any number of items including but not limited to: course syllabi which show evidence of innovative techniques, evaluation tool(s), professional certifications and anything else the instructor feels shows their strength as an instructor. Portfolio materials should also demonstrate growth and improvement in areas identified within the materials (i.e., student course evaluations, outcomes assessment data). Both the self-evaluation and the portfolio shall be placed in the faculty member's file by the end of the sixth week of the term. By the end of the term either the Office of Instructional Services or the appropriate Department Chair shall provide a written response or meet with the faculty member to discuss their self-evaluation.
 - d. Between the fourth and sixth terms in which the faculty member is actively teaching, they shall be asked to select a class taught by a fellow faculty member and observe it. The observing faculty member shall produce a written self-evaluation of teaching technique based on their experience as an observer which shall be placed in their file.

Upon request by the faculty member, the self-evaluation shall be discussed with either their Department Chair or Office of Instructional Services.

- e. Between the seventh and ninth terms in which the faculty member is actively teaching, another observation shall be conducted. It shall be a formal evaluation by supervisor or designee. The observation shall be discussed with the faculty member, a written copy of the observation given to the faculty member, and another placed in their file along with a written response by the faculty member should they choose to provide one.
 - f. Once the above steps are successfully completed, probationary faculty members shall graduate to regular status and shall be evaluated using the process outlined in section B of this Article. A faculty may be given an extension of one or two years (see Article 5, Section A.1) in which to resolve any identified deficiencies, at the discretion of the College.
 - g. The Office of Instructional Services shall be responsible for tracking and documenting this evaluation process. The Office of Instructional Services shall designate evaluators when necessary.
 - h. If the designated evaluator fails to perform any aspect of probationary evaluation, leading to delays, that shall not be reason to extend probationary status.
2. Academic Professionals. The probationary period shall be of one year duration. During the probationary period, the evaluation process shall be as follows:
- a. Employees shall have an informal mid year evaluation meeting around six months of employment. At the end of their probationary period they shall receive an annual review.
 - b. Once the above steps are successfully completed, probationary employees shall graduate to regular status and shall be evaluated annually.
 - c. Probationary employees may be given an extension of up to one year in which to resolve any identified deficiencies, at the discretion of the College. Notification of extension of probation shall occur at least ninety (90) days before the end of first year of employment. In no case shall the probationary period exceed two years.
 - d. The College shall be responsible for tracking and documenting this evaluation process. The evaluation of Academic Professionals shall be conducted by supervisors.
 - e. If the designated evaluator fails to perform any aspect of probationary evaluation, leading to delays, that shall not be reason to extend probationary status.

B. Evaluation of Regular (post-probationary) Employees

1. Faculty. Evaluation of all faculty after their probationary period shall be done on a five-year cycle. Such evaluation shall consist of two parts.
 - a. The first step in the regular evaluation shall occur during the third year after completion of either their probationary period or their previous five-year cycle. Faculty members going through evaluation shall be asked to select a class taught by a fellow faculty member and observe it. The observing faculty member shall produce a written self evaluation of teaching technique based on their experience as an observer which shall be placed in their file. Upon request by the faculty member, the self-evaluation shall be discussed with either their Department Chair or their Instructional Dean.
 - b. The second and final step in the regular evaluation cycle shall take place in the fifth year after completion of either their probationary period or their previous five-year cycle. It

shall be a formal observation conducted by a supervisor or designee. The observation shall be discussed with the faculty member, a written copy of the observation given to the faculty member, and another placed in their file along with a written response by the faculty member should they choose to provide one.

- c. At any point a faculty member who has not started a portfolio, is encouraged to begin and keep one as described in this Article or add such materials as they deem valuable to an existing portfolio. Department Chairs shall encourage faculty to keep a portfolio as part of their continuous improvement process.

2. Academic Professionals.

- a. Employees shall be evaluated by the College annually in the month of their hire. Evaluations are for constructive employee development and are not considered discipline. Employees shall be given a copy of any evaluation and may append their own comments to it and/or discuss it with their supervisor.

- C. Disciplinary Evaluation

1. Evaluations are for constructive employee development and are not considered discipline. However, instructional deficiencies identified in the faculty evaluation process can also be addressed by disciplinary action when appropriate. An unsatisfactory evaluation may be cause for development of an improvement plan or non-renewal of probationary faculty. The Office of Instructional Services may conduct a management evaluation. In doing so, they may use data from any sources the Office of Instructional Services determines appropriate, including work area or classroom visitation, input from students, other faculty and the faculty member being evaluated. Full-time and part-time faculty members shall be assessed any time there is a clear indication of professional performance problems as determined by the College. If the College determines a disciplinary evaluation is necessary, they shall inform the Union before such evaluation occurs. Faculty retains the right to request Union representation in the evaluation process. Disciplinary evaluation consists of the following steps.
 - a. A classroom observation shall be conducted. The faculty member and appropriate supervisor in the Office of Instructional Services, shall confer with the faculty member about the evaluation process at least thirty (30) days in advance. The observer shall hold a pre-observation meeting to discuss the issue and determine a date for the observation and post-observation meeting.
 - b. The Office of Instructional Services and/or department chair shall meet with the faculty member to discuss the evaluation results and shall prepare a written report of the post-observation meeting. An improvement plan may be developed. The report and/or plan shall be forwarded to the Office of Instructional Services. The faculty member shall be given a copy of any post observation report and/or plan and may append to it and/or discuss it with their supervisor. A copy of the report and/or plan shall be placed in the faculty member's personnel file along with appendices attached by the faculty member.
 - c. If sufficient progress has not been made on the improvement plan, a peer evaluation by two faculty members shall be performed. One peer is selected by the faculty being assessed and the other selected by the Office of Instructional Services. The faculty member and peer evaluators shall confer about the evaluation process at least thirty

(30) days in advance. The peer evaluators shall submit a written recommendation for action to the Office of Instructional Services.

- d. The Office of Instructional Services shall meet with the faculty member within thirty (30) days to discuss the results of the peer evaluation and shall prepare a written report of the post-observation meeting. A recommendation for action shall be developed. The report and/or plan shall be forwarded to the Office of Instructional Services. The faculty member shall be given a copy of any post-observation report and or recommendation and may append to it and/or discuss it with their supervisor. A copy of the report and/or plan shall be placed in the faculty member's personnel file along with appendices attached by the faculty member.
- e. In the event the peer evaluation and the administrative evaluation agree with respect to whether the evaluation is positive or not, a recommendation for action shall be made to the Office of Instructional Services. If there is a difference in the recommendations between the peer evaluation and the administrative evaluation, a meeting shall be held to discuss the differences and a recommendation made. In the event that agreement cannot be made, all recommendations shall be forwarded to the College President for action.

D. PERSONNEL FILES

- 1. One File. An official personnel file shall be maintained for each employee and shall contain the official personnel documents, not including confidential, medical, or grievance documents. Anonymous material shall not be made part of the personnel file unless it has been corroborated. Documents relating to the employee's qualifications, performance or professional career shall not be removed from the personnel file unless the employee is notified in advance. The material removed shall be given to the employee.
- 2. Access and Response. Employees shall have access to their own personnel file upon request, and may have copies of any material included in the file. An employee shall be allowed to comment in writing on any material in their file, and the comment shall be appended to and become part of the file. Before being placed in the personnel file, documents relating to evaluation or discipline shall be signed or initialed by the employee, indicating that they have read the document.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

A. Newly Hired Probationary Period Employees

- 1. During the new hire probationary period, as defined in Articles 5 and 8, an employee's employment is at will and the College may end the employee's employment according to at will guidelines. This means that the College can discharge a probationary employee for any reason, except for reasons that violate applicable labor law without incurring legal consequences. This also means that the probationary employee can end or leave the job at any time and for any reason with no adverse legal consequences. An employee may not grieve a discharge that occurs during the probationary period. When the College knows they shall not renew a probationary contract due to expiring grant funds, budget needs, or other predictable circumstances, they shall give the employee 45 days advance notice.
- 2. Probationary periods for temporary employees shall be established in the temporary employee job description. During their probation, a temporary employee shall be at will.

B. Regular Employees

1. No employee shall be disciplined, suspended, or discharged without just cause and due process. Discipline shall be progressive and shall proceed as follows, detailed in Section C of this article:
 - a. verbal warning with email follow-up
 - b. written warning, which may include a Performance Improvement Plan, signed by employee,
 - c. disciplinary probation, a period in which the employee works to satisfy the Performance Improvement Plan with the support of training and/or mentorship provided or coordinated by supervisor,
 - d. suspension without pay, and
 - e. dismissal.
2. No email or verbal correction shall be considered disciplinary unless it is clearly identified in writing as such. Any discipline shall be progressive, unless the nature and circumstances of the offense warrant a more severe sanction. In a case where the College believes circumstances warrant an exception to regular progressive process, the College shall notify the employee and the Union as part of the disciplinary process before making such exception. Just cause shall include:
 - a. fair warning notice to employee of deficiency and consequences of conduct,
 - b. reasonable rule related to safe and efficient operations,
 - c. fair and objective investigation,
 - d. substantial proof of guilt,
 - e. equal treatment of employees for similar infractions, and
 - f. appropriate discipline equivalent to level of infraction.
3. Right to Union representation. Employees have a right to Union representation during any investigatory meeting with College management which reasonably may lead to discipline. Management shall notify the employee when a meeting is for the purpose of investigating and/or administering discipline. The employee may have Union representation present for the purpose of observation and advice at the option and request of the employee. The College shall permit the employee reasonable time in advance of the meeting to confer with the Union representation. An employee may prepare for an investigatory meeting during their regular work shift for no more than three (3) hours of a given work day, scheduled in consultation with the supervisor.
4. Discipline Notice.
 - a. Contents of Discipline Notice. A disciplinary action should be written, should be clearly labeled as such and should include: the reasons for the discipline, the beginning and end dates of any probationary period or suspension, or the effective date of a dismissal, a statement of the corrective actions to be taken, with a performance improvement plan where appropriate, the deadline for providing any response to any suspension or dismissal, and the consequence of a failure to comply with the corrective actions.
 - b. Delivery of Discipline Notice. Disciplinary actions shall, whenever possible, be personally delivered to the employee, who shall initial a copy to acknowledge receipt prior to placement of the notice in the employee's official personnel file. Copies of any disciplinary notices shall be given to the Union at the same time notice is sent to an

employee. Discipline shall be imposed only in private in an area away from other employees, students, or the public. All such documents shall include the following statements: "By my signature below I acknowledge that I have been informed of my right to Union representation, and have been given time to review this document with my Union representation.

5. Process for Responding to Discipline. An employee shall be entitled to submit a written response to any disciplinary action to their official personnel file. In addition, discipline may be challenged under the grievance procedures in Article 4.

C. Due Process Procedure

1. Disciplinary Actions shall follow due process. Disciplinary actions include an initial verbal warning, written warning, disciplinary probation with improvement plan, suspension without pay and dismissal.
2. Verbal Warning. The employee shall receive an initial verbal warning of the specific reason for concern and suggested corrective action. This verbal warning shall be followed by an email that summarizes the verbal conversation and that clearly warns the employee that the verbal warning may lead to a disciplinary action.
3. Written Warning. The written warning shall be clearly labeled as such. It shall contain the reason(s) for the reprimand, the corrective action to be taken, and may include a Performance Improvement Plan, and the time period within which that improvement shall occur. A Performance Improvement Plan shall include appropriate time lines, a regular meeting schedule for the employee and his/her supervisor, and a means for measurement of progress. The employee shall sign the written warning to acknowledge receipt. A copy of the warning shall be delivered to the Union. If no other disciplinary action for a related infraction is issued within a minimum of 12 months of the date on the written warning, the warning shall be removed from the personnel file at the end of that period.
4. Disciplinary Probation. Disciplinary probation may be imposed immediately when warranted by the situation or after the first written warning.
 - a. The written notice of disciplinary probation shall contain the reasons for the probation, an improvement plan, and the beginning and ending dates. An improvement plan shall include specific training and/or mentorship. The improvement plan shall include clear steps the employee can take to get off probation. This notice shall be given at the beginning of the probationary period. The notice shall be clearly labeled as disciplinary probation. The Union shall have the right to review the Plan and make suggestions prior to its implementation. The employee shall be entitled to provide a written rebuttal statement. The employee shall sign the disciplinary probation notice to acknowledge receipt. A copy of the signed notice shall be delivered to the Union.
 - b. The disciplinary probation period may be for a period of up to 3 months, which may be extended for any time the employee is on a paid or unpaid leave of absence.
 - c. The disciplinary probation period may be extended up through one year if outlined in the improvement plan.
 - d. If the employee fails to achieve satisfactory performance during the specified disciplinary probation period, the employee shall be dismissed in accordance with this article.

- e. In addition to the right of written response specified in this article, the employee may file a grievance as specified in Article 4 beginning with Step 1.
 - f. The notice of disciplinary probation shall be removed from the official personnel file if no other discipline is issued within 12 months.
5. Suspension Without Pay. Suspension may occur immediately when warranted by the situation or after disciplinary probation and shall be without pay.
- a. A suspension shall be effected by written notice to the employee and the Union specifying the reason for it, the corrective action to be taken by the employee and the beginning and ending dates.
 - b. Suspension shall not exceed 30 days.
 - c. In addition to the right of written response, the employee may file a grievance as specified in Article 4 beginning with Step 1.
 - d. The notice of suspension shall be removed from the personnel file if no other discipline is issued within 24 months of the date on the notice of suspension.
6. Dismissal. Dismissal may occur immediately when warranted by the situation or after disciplinary probation or after suspension.
- a. Before dismissing the employee, the College shall notify the employee and the Union of the intent to dismiss, the reason therefore, and the projected effective date. Such notice shall be signed by the employee to acknowledge receipt or shall be sent by email and certified mail to the employee's last known home address.
 - b. The effective date of dismissal shall not be less than 5 days from the date on the notice of intent to dismiss.
 - c. The employee shall be placed on suspension without pay from the date on the notice of intent to dismiss until the effective date of the dismissal or the completion of the grievance process if the employee elects to grieve the dismissal.
 - d. The final paycheck shall include payment for any accrued unused vacation days and unused compensatory time.
 - e. In addition to the right of written response specified, the employee may file a grievance as specified in Article 4 beginning with Step 1.

D. Complaint Procedure

- 1. Any written complaint regarding an employee, which does or may influence evaluation of that employee, made to the College shall be given prompt attention and shall be called to the attention of the employee. The employee shall have an opportunity to respond to or rebut such a complaint by the entry of a response or rebuttal in the member's personnel file, if such complaint is itself entered in the personnel file. Investigation of student complaints shall follow the processes outlined in the Student Handbook. Any changes to this process resulting in a change in employment relations, as defined by ORS 243.650, shall be bargained. The application of College policies and procedures shall not violate due process or just cause and shall provide opportunities for representation for the employee who may be a part of such procedures.

E. Chemical Dependency

- 1. Chemical dependency shall not, by itself, be grounds for just cause, although resulting conduct and performance may be. An employee whose performance appears to be adversely affected by chemical dependency shall be encouraged to seek rehabilitation. The

College agrees to provide opportunity for rehabilitation under the Employee Assistance Program, as outlined in Article 19 of this Agreement.

ARTICLE 14- COMPENSATION

A. Salary

1. Full-time salaries
 - a. Full-time faculty in steps 7-19 who worked at least two of the three normal academic terms (fall, winter, spring) shall advance one step placement each year. The twenty step base annual salary rate for faculty can be found in the addenda of this contract.
 - i. The "academic year" means the period from Summer term through Spring term.
 - ii. The "fiscal year" means the period from July 1 through June 30.
 - iii. The standard "appointment year" is September 1 through August 31. This applies to faculty who start teaching in Fall term. Those faculty who begin their appointment in Summer term shall be paid at the new fiscal year rate.
 - b. Full-time Academic Professionals. Each employee shall progress at least one step each year on July 1. The eighteen step base annual salary rate for Academic Professionals can be found in the addenda of this contract.
 - c. During this contract period, full-time employees who complete the top step of their wage chart shall continue to receive a three percent (3%) increase every year thereafter.
 - d. If this contract expires before a new contract is complete, Management shall pay employees retroactively for negotiated Cost of Living adjustments, any applicable step increases, and accrued vacation and sick hours.
2. Overloads (Full-time Faculty)
 - a. Overloads shall be compensated at the applicable per credit.
 - b. Loads shall be calculated per term and annualized over the academic year. A full teaching/credit load is 15-16 lecture credits per term, totaling at least 45 lecture credits and no more than 48 lecture credit hours per academic year as per Article 7.C of this Agreement. Credits taught in excess of 48 lecture credits per year shall be deemed overload and compensated as per clause 14.A.2.a. Extra compensation for the overload credit hours shall be made as soon as practical during the last term of the faculty member's full-time teaching assignment during that year. If a full-time faculty member teaches less than full-time during one or more terms during the year, overload credit earned that year shall be counted against the deficit. Overload assignments are not mandatory.
 - c. Loads which include lecture/lab or lab credits shall be calculated as follows, in accordance with Article 7.D.4: Loads which include lecture/lab or lab credits shall be calculated as follows, to the third decimal place. Lecture/lab contact hours shall be counted as 0.834 lecture contact hours. Lab contact hours shall be counted as 0.715 lecture contact hours. If, at any time, the lab credit calculation pushes a faculty into a consistent pattern of working more than 35 hours per week, that instructor shall have the right to relief through the workload review process outlined in Article 7.F of this Agreement.
3. Curriculum and Course Development, and Instructional Design

- a. To ensure relevance and quality of the academic catalog, a faculty member may enter into a development contract with their Instructional Dean/Director, to develop new or significantly revise existing curriculum or courses - or to develop open educational resources (OER).
 - b. New development or significant revision of existing curriculum, courses, or OERs, shall be compensated at a rate of 0.50 per credit, or the equivalent course release time. All development and revision work must meet the college instructional design standards which shall be clearly available in written form to faculty at all times through the Office of Curriculum and Academic Assessment.
 - i. The rate of pay for work that is funded from and initiated with a source outside the College for OER development shall be paid at the rate indicated in the agreement between the outside agency and the College. The hours worked on projects that are not paid from College funds shall not count toward workload hours, as defined in Article 7.
4. Initial step placement
- a. Full-Time Faculty
 - i. Initial salary placement of new full-time faculty shall be determined by educational qualifications and experience.
 - ii. Faculty who meet minimum education and/or experience requirements to teach in a specific field shall be placed at Step 7 unless they are placed on a higher scale based on significant previous experience.
 - iii. Faculty with prior paid employment as a community college or university instructor in the same field or in another professional, business, or industrial position which the Office of Instructional Services, in consultation with the appropriate Academic Department, determines is significantly related to the work assignment shall receive credit for initial salary placement based on one additional step for each two full years of full-time employment. Similar part-time experience shall be included in determining the initial placement if the Office of Instructional Services, in consultation with the appropriate Academic Department, determines the part-time experience is significantly related to the work assignment with an additional step for each four years of part-time employment.
 - b. Part-Time Faculty
 - i. Part-Time Faculty who meet minimum education and/or experience requirements to teach in a specific field shall be placed at Step 1.
 - ii. Beginning July 1, 2025, new Part-Time Faculty in hard to fill positions may be placed above Step 1, but no higher than Step 3, based on teaching experience, professional experience, service at College, and/or education. Part-time faculty initially placed higher than Step 1 shall not advance to the next step until they have accumulated the hours stipulated in Section A.5 of this Article (i.e., a part-time faculty initially placed at Step 3 would not be advanced to Step 4 until they have accumulated 135 credit hours or their equivalent hours).
 - c. Academic Professionals

- i. Initial salary placement of new academic professionals shall be determined by educational qualifications and experience.
 - ii. Employees who exceed minimum education and/or experience requirements for their position shall be placed at a higher appropriate step.
 - iii. Advanced initial salary placement for directly relevant professional, business, or industrial experience may be applied for new part-time AP employees and shall be applied for new full-time AP staff as follows:
 - (a) Applicable professional experience, one additional step for each two years completed.
 - (b) Part-time experience shall be credited on a prorated basis.
 - (c) Part-time AP staff hired as Full-time (either in a temporary or permanent position) shall be placed at their current part-time step.
 - iv. The level of placement for any combination of education and experience shall not exceed Step 5 under normal circumstances. The maximum step may only be exceeded with the approval of the President.
- d. Job Level Classification
 - i. Academic Professionals, in accordance with the requirements of the job classifications and descriptions provided by Management, shall provide specialized support services to students, Faculty, and Management. These services may include but are not limited to program coordination, administrative functions, accounting, advising, consulting, training, tutoring, marketing, program development, grant development, employment and training services, field supervision of students, and other responsibilities or duties related to the requirements of the job classification.
 - ii. Management shall maintain a job classification system for Academic Professionals. Management shall conduct such job studies as it deems appropriate, evaluate and/or reevaluate employee jobs according to that classification system, and make such revisions in the system and related procedures as it deems necessary and appropriate and in accordance with Article 2C. Human Resources shall provide each employee with the job classification description to which that employee's job has been assigned, at the time of job entry and in the event that the job classification description is revised or the employee's job is reclassified. Revisions to job classification descriptions and to position descriptions shall be made in collaboration with employees currently in those positions. Such notification shall indicate the level placement for the job occupied by the employee. Job classification descriptions for all classifications shall be available on the CGCC website for employees to access.
- e. Job Level Reclassification
 - i. Procedure
 - (a) In the event an employee believes the essential functions of the position they are performing on a permanent basis are more properly and closely aligned to the duties of a job classification which is in a higher pay grade than their job, the employee shall submit a Reclassification Form to Human Resources. The completed form must be signed by the employee's supervisor before submission.

- (b) Human Resources and the Reclassification Committee shall meet to evaluate the employee's duties and undertake any other reasonable investigation pursuant to the employee's request in order to determine the job classification into which the employee should be placed. Human Resources, shall facilitate the Reclassification Committee. Human Resources shall provide all the information deemed necessary by the committee, unless such information violates employee privacy or protected information. The employee may be invited to the meeting to discuss changes in the position. If there are further questions, the employee may be contacted by a committee member. The College shall respond to the employee's request within four (4) weeks. If it is deemed the employee is performing the duties of the higher job classification on a permanent basis, the College shall either:
 - (c) Immediately remove the duties that would place the employee in the higher job classification, resulting in no change in classification or salary; or
 - (d) Reclassify the employee to the higher job classification. The new salary shall become effective on the next pay check. In no case shall the Job Level Reclassification process result in a reduction of wages.
 - (e) The decision of the College shall be final when approved by the President. Human Resources shall submit the decision in writing to the employee and, if denied, the reason for denial. Human Resources shall also ensure that any necessary adjustments to the College's personnel records are made.
 - (f) In no case shall a wage chart placement result in a Employee being moved from the employee status.
 - (g) In the event of a substantial change to a job description, or if a new job description is created or a pay grade for a position is changed, the College shall notify the Union and submit the proposed wage level for the position. If the Union disagrees with the College's proposed wage, the Union shall notify the Director of Human Resources within fifteen (15) working days after receiving the wage proposal of its intention to bargain the wage.

ii. Reclassification Committee Format

Two Academic Professional employees, two exempt employees, and at least one Union representative shall serve on the Reclassification Committee on a voluntary basis. Supervisors of an employee requesting an upgrade and employees requesting an upgrade may not serve on the committee.

- f. Compensation Negotiation for licensing and training. Employees whose role requires continuing education or licensure may negotiate the cost of such credentials as part of the salary negotiation process. Newly hired employees shall have thirty (30) days from the date of hire to request compensation adjustments to pay for training. Established employees may request a compensation negotiation review within sixty (60) days of the signing of this contract. Nothing in this article prevents the College from collecting payment for training if an employee leaves less than one year after College pays for said training.

5. Part-time faculty salaries

- a. Part-time faculty shall be compensated according to their work assignments as shown on the Faculty Wage Chart in the addenda of this contract.
 - b. Part-time faculty who are paid according to the rate for lecture, lecture lab, or lab hours shall advance to Level 2 after the term in which the faculty completes 45 credit hours or their equivalent hours. Part-time faculty shall continue to advance a step after the term in which they complete 45 credit hours or their equivalent hours thereafter until they reach step 16 on the pay scale.
 - c. BSD, ABE, GED and ESL classes taught on a non-credit basis shall be compensated on an 80% lecture rate and 20% lab rate per each contact hour.
 - d. When the College cancels a class assignment or reassigns a part-time assignment to a full-time instructor, part-time faculty who have provided a complete, updated syllabus and any other necessary documents for their courses by 11:59pm PST, two Fridays prior to the start of term, shall be paid four (4) hours at the Special Projects rate, outlined in the addenda of this contract, for each course section. Part-time faculty who fail to provide such documentation to the Instructional Services Division by the deadline via email shall not be paid those hours. Part-time faculty who decline a low-enrolled assignment shall not be compensated for this time for the courses that they decline. [For Adult Basic Education faculty, these timelines shall be the Friday before the start of term.]
 - e. The special projects rate shall be paid to part-time faculty who are required by their Instructional Dean/Director to perform tasks outside their normal instructional scope of work as defined in Article 7. All such work must be approved in advance by an Instructional Dean/Director or Department Chair. Conducting work without prior approval shall result in discipline.
 - f. A part-time faculty member serving as Department Chair shall be compensated at a rate equivalent to that specified for teaching a four-credit class.
6. Low enrollment classes
- a. A workload credit adjustment for class enrollment shall be made for all courses except open enrollment courses or open lab courses without regard to instructional delivery method.
 - b. Enrollment shall be determined by the actual student enrollment on the day in which low enrollment cancellations are decided, or the last day of the first week of the term, whichever is higher, except for Adult Basic Education enrollment, which is determined at the end of the second week of the term.
 - c. A class with fewer than twelve (12) students enrolled on the course cancellation decision date may be cancelled, communicated by the Office of Instructional Services. The faculty member may be given the option to teach a class with fewer than 12 students. They may also choose to allow additional students into their classes once the class maximum has been reached. Pay for such classes shall be based on the rates set in the Faculty Wage Chart in the addenda of this contract and amended as described below.
 - d. Classes which fall within the predetermined class minimum and maximum shall be compensated at the appropriate rate as set in the Faculty Wage Chart in the addenda of

this contract. Class size limits shall not be changed without collaborative review by College and faculty.

- e. When classes exceed the predetermined class maximum, faculty shall have the option to accept or reject over-enrollment.
- f. Classes which exceed the predetermined class maximum shall be compensated at 1.5 times the instructor's normal per-credit or per-hour rate as set in the Faculty Wage Chart in the addenda of this contract.
- g. Classes with enrollment from 8 to 11 shall be compensated at .80 times the instructor's normal credit or hourly rate as set in the Faculty Wage Chart in the addenda of this contract.
- h. Classes with enrollment from 6-7 students shall be compensated at .60 of the instructor's normal credit or hourly rate as set in the Faculty Wage Chart in the addenda of this contract.
- i. Classes with enrollment of 5 or fewer students may be canceled at the discretion of the Office of Instructional Services. For classes not canceled, faculty shall be compensated a .50 of the instructor's normal credit or hourly rate as set in the Faculty Wage Chart in the addenda of this contract.

7. Writing

Teaching assignments in transfer writing courses with a "WR" alpha prefix require additional course-related duties over and above classroom instruction. These duties include reading, conferences, written feedback, and writing analysis. These courses shall have their workload calculated at 1.25X per credit hour when enrollment meets twelve (12) students. Applies to both full-time and part-time faculty. Does not apply to lab classes, with the "Q" course designation, which do not require conferences, written feedback, or grading of essays.

8. Bilingual Pay Differential

- a. Employees who are hired, promoted, or voluntarily transfer into a position which requires the use of bilingual skills shall be paid a differential of five percent (5%) over the base pay of each employee for all hours of work, unless the bilingual requirement is already included in and factored into the job description.
- b. Bilingual skills shall mean the translation to and from English, the interpretation of another language or the use of sign language.
- c. An employee who feels they are asked to translate to and from English regularly as part of their job duties, or in a fashion which disrupts their regular job duties, they can request a review per Article 7 under Workload Review.

B. Payroll and Timekeeping

1. Payroll

- a. Payroll shall be issued monthly on the last day of the month or the nearest work day. Check stubs shall indicate all information required by ORS 652.610, including but not limited to the employee's gross and net pay, taxes and other deductions, sick leave accrual, and holiday pay.
- b. Errors in pay should be brought to the attention of the supervisor and/or the Payroll department. When practicable, the employee may return the erroneous paycheck and a replacement shall be issued. Otherwise, corrections shall be made no later than the next scheduled payday.

2. Timekeeping

Employees shall be compensated each pay period for all hours worked. Each employee is responsible for completing their own time records for submission in compliance with payroll period dates. Errors in time records should be brought to the attention of the supervisor.

3. Direct Deposit

The College shall make direct deposit available to employees on a voluntary basis.

APs:

- COLA: effective July 1 of each year
 - 4.5% increase in year 1
 - 3.5% increase in year 2
 - 3.5% increase in year 3
- 3% longevity increase every year for employees who reach the top of their pay scale
- 3% Standard step advancement per year

Faculty:

- COLA: effective July 1 of each year
 - 3.5% increase in year 1
 - 3.0% increase in year 2
 - 3.0% increase in year 3
- 3.0% longevity increase every year for employees who reach the top of their pay scale
- 3% Standard step advancement per year
- For 2025 only, full-time faculty shall receive two (2) step advancement
- Increase salary chart to 20 steps
- 2.5% increase to Special Projects
- New FTF will not initially place lower than Step 7
- Beginning July 1, 2025, New Part-Time faculty in hard to fill positions may be placed above Step 1 based on teaching experience, professional experience, service at College, and/or education. Part-time faculty initially placed higher than Step 1 will not advance to the next step until they have accumulated the hours stipulated in this Article. (i.e., a part-time faculty initially placed at Step 3 would not be advanced to Step 4 until they have accumulated 135 credit hours or their equivalent hours.)

ARTICLE 15 - HOLIDAYS AND PERSONAL LEAVE

A. Holidays

1. Paid holidays for faculty during the basic service calendar shall be: Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, Dr. Martin Luther King Jr Day, and Memorial Day. For faculty whose contracts call for employment on the following days, those days will be paid holidays: Juneteenth, Independence Day, Christmas Day, the working day before or after Christmas, New Year's Day. When the holidays will be observed will be determined each year and will be reflected in the Academic Calendar.
2. Academic Professionals shall be paid for College holidays. These holidays are:
 - Labor Day
 - Veterans' Day
 - Thanksgiving
 - Day after Thanksgiving
 - New Year's Day
 - Dr. Martin Luther King Jr Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Dec 24- Jan 1
3. When a holiday occurs on Saturday, the preceding Friday shall be observed as the holiday. When a holiday occurs on Sunday, the following Monday shall be observed as the holiday.
4. If a holiday occurs while the employee is on sick leave, the day shall be classified a holiday and shall not count against the faculty's accrued sick leave.
5. Employees who observe other religious or cultural holidays shall not be denied time off in observation of such holidays unless direct delivery of services to students or staff would be negatively impacted. Employees may request a meeting with supervisor and Union representation to discuss vacation denials.
6. Academic Professionals. In the event that a designated paid holiday falls during an employee's scheduled paid vacation leave, that holiday shall not be charged against vacation leave but shall be paid as a holiday. If the holiday falls on an employee's scheduled day off, the employee shall be granted an alternate day off as close as feasible to the holiday. Holidays for part-time Academic Professionals shall be prorated to their FTE or authorized hours of work.

B. Personal Leave

1. Full-time employees shall receive twenty-four (24) hours of personal leave in an academic year without loss of pay. Personal days may be requested for personal business, medical appointments, and other personal needs that cannot be handled outside the normal workday. Personal leave shall be prorated for employees working less than full-time.
2. Except in an emergency, full-time faculty and academic professionals shall submit written requests for personal days to their supervisor for approval at least two weeks in advance. In emergency cases, written requests shall be submitted as soon as possible, either in advance or upon return from leave.
3. Full-time faculty requesting leave are expected to work with the Office of Instructional Services and/or Chair to ensure continuation of student learning.

C. Temporary Closure

1. In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency, College management may delay opening and/or close some or all College operations.
2. Delayed opening or early, partial or complete closing of the College shall not reduce compensation of employees.
3. In instances of temporary closure, faculty are expected to work with the Office of Instructional Services and/or Chair to ensure remediation of course content.

ARTICLE 16 - INSURANCE AND RETIREMENT

A. Health, Vision and Dental Insurance

1. Full-time Employees

- a. The present group health/vision/dental insurance plan or a comparable plan shall remain in effect.
- b. The College shall pay 100% of the monthly employee premium and 75% of the dependent premium. This payment shall go toward the monthly premium for employees who participate in the program.
- c. The College shall continue to pay the same premium for coverage of insurance programs for a full-time employee whose status has been involuntarily reduced to part time for one additional month following their reduction in status from full-time, provided that the employee member pays their share of the premium.
- d. The College shall continue coverage of insurance programs for a laid-off full-time employee for the first ninety (90) days of layoff.
- e. For the purpose of medical and retirement benefits. "Full time" is defined as working an average of 32+ hours per week.

2. Part-time Faculty

- a. The present group health insurance plan or a comparable plan shall remain in effect.
- b. The College shall make the MODA Plan 4 or equivalent OEBC plan available to all faculty who have taught at least one credit or equivalent hours teaching assignment for at least two (2) out of four (4) terms in the previous academic year who remain active in the College's payroll system.
- c. For such instructors, the College shall contribute the following amounts based on the number of credits taught in the previous year:
 - i. 0-22 credits per year--100% paid by the employee
 - ii. 23- 32 credits per year--The College pays 33% of the employee-only medical premium cost
 - iii. 33 credits or more per year--The College pays 50% of employee-only medical premium cost

3. Part-time Academic Professionals

- a. The employer shall pay 50% of the monthly employee-only premium for eligible part-time academic professionals who participate in the program.
- b. Part-time academic professionals must work an average of 20 hours per week for a minimum of 42 weeks per year to be eligible for this coverage.

B. Life and Accidental Death and Dismemberment Insurance

The present group life and accidental death and dismemberment (AD&D) insurance program or a comparable program shall remain in effect and shall cover all full-time employees. The life insurance coverage is \$50,000. The AD&D coverage is also \$50,000. The premium shall be paid by the College.

C. Long-Term Disability Insurance

The present or a comparable group long-term disability insurance program shall remain in effect and shall cover all full-time employees. The premium shall be paid by the College.

D. Retirement

Employees shall be covered by the Oregon Public Employees Retirement System (PERS). The College shall pay its contribution required under the plan. The employee shall pay the employee's contribution as defined in the plan.

E. Social Security, Unemployment Insurance, Worker's Compensation Insurance

The College shall continue to comply with federal and state law pertaining to participation in the Social Security system, unemployment insurance, paid leave benefits, and workers' compensation insurance.

F. Program Copies

The Union shall be provided copies of the health, medical, dental, life, disability and any other group insurance programs covering employees by August 1st of each year.

G. Changes in Benefits

No significant changes to any employee benefits (insurance, retirement, etc) shall be made by the college outside of bargaining.

H. Opt-Out.

The College shall adopt a procedure providing that employees who are eligible for College medical, dental and optical insurance may "opt out" of those types of insurance policies during open or initial enrollment effective the 2026-27 benefit year. While the employee has opted out, full-time employees shall receive a monthly payment equal to \$400. Part-time academic professional employees eligible for benefits shall receive a payment equal to \$200 . All incentives paid to employees are considered taxable compensation and subject to applicable withholding per IRS regulations. To opt out of medical insurance, the employees must provide reasonable evidence that they and their expected tax family have or will have coverage other than individual insurance coverage during the period covered by the opt out arrangement, and meet other legal requirements.

ARTICLE 17 – VACATIONS

This article applies only to the Academic Professional employee group.

A. Nothing in this article shall reduce the vacation accrual rate of any current employee at time this contract is ratified. Nothing in this article shall reduce the carried over vacation leave hours of any current employee at time this contract is ratified.

B. Academic Professional Employees shall accrue vacation at the following rate:

Years of Seniority	Hours of Leave	Days per Year
0-9 years	13.33 per month	20
10-14 years	14.67 per month	22
15+ years	16.67 per month	25

Vacation shall accrue at a prorated rate for employees working less than full-time.

- C. Vacation can be used with advance approval of the supervisor in one hour increments. Vacation can be used for personal business that cannot be addressed during the work day as well as for rest and relaxation. In the case of an unforeseen emergency, vacation may be used to cover absence and avoid loss of income.
- D. To provide for equitable distribution of vacation, requests for three or more consecutive days of vacation shall be submitted to supervisors as far in advance as possible and at least thirty (30) days in advance for annual vacation. The supervisor shall respond promptly.
- E. Requested vacations shall not be denied capriciously or arbitrarily. Employees shall be able to take their vacation during their employment year on a first-come, first-served basis within their departments in consultation with their supervisor. The purpose of the vacation time need not be disclosed. However, in the case of a conflict in scheduling or adequate staffing to cover the needs of the department, the senior employee shall have first choice. If the supervisor is going to deny the vacation request due to scheduling conflicts or legitimate business need, the denial shall be within five (5) working days of the day the employee submits the vacation request. Employees whose requests are denied shall receive a meeting with supervisor and Union representation to discuss vacation denials.
- F. An employee may carry a total of no more than one year of vacation into the new fiscal year. Thus, an employee can accrue a maximum of two years. If the supervisor and the employee are not able to schedule use of the hours carried forward before December 31, the employee shall receive half of the carried forward hours as a lump sum payout in the December payroll. Remaining carried over vacation leave hours shall be forfeit. However, exceptions shall be made when an employee is unable to take his or her scheduled vacation time because of an unavoidable emergency or due to action of the Employer College. In such cases, the employee shall be compensated for their unused vacation time at their regular hourly rate.
- G. Employees may be granted an advance of Vacation Leave up to 80 hours. An employee who would like to use advance Vacation Leave must submit a written request to the employee's supervisor and Human Resources. If use of advance Vacation Leave is granted, the employee must sign an agreement that the advance Vacation Leave shall be deducted from the employee's on-going accrued Vacation Leave until the advanced Vacation Leave is earned back, and that if the employee separates from employment prior to earning back the advanced Vacation Leave, the College shall bill the employee for the value of the unearned balance.
- H. Employees shall not be required to work during their vacation. If an employee volunteers to work during their vacation due to an emergency, they shall be paid in accordance with their normal rate and credited back their vacation time.
- I. Upon separation from employment with the college, accrued but unused Vacation Leave shall be paid to the employee not to exceed the employee's one year annual accrual.

ARTICLE 18 - EXPENSES

A. Mileage

Pre-approved travel by personal automobile on business for the College, including travel between work sites, shall be reimbursed at the rate allowed by the Internal Revenue Service (IRS). In rare circumstances, a supervisor may request an employee volunteer to use their personal vehicle to complete tasks and mileage will be reimbursed. A verbal request by a supervisor shall be considered pre-approval.

B. Travel

Any travel and expenses shall be approved in advance by the College, including transportation, meals, lodging and associated fees or registrations. The College shall respond to requests for travel expense pre-approval within fourteen (14) days of request submission.

C. Reimbursement

The College shall make every effort to prepay employee travel expenses directly to vendors from College accounts. When travel expenses cannot be prepaid directly to vendors from college accounts, reimbursement shall be given to employees in a timely manner. The College shall reimburse employees for expenses approved in advance by the employee's supervisor. Any receipts for such expenses must be submitted to the Business Office within thirty (30) days of purchase in order for reimbursement to occur. Reimbursement payments shall be made to the employee within thirty (30) days of receipt of the submitted expenses. The College is responsible for processing submitted reimbursement claims and shall inform employees of any delays that require employee attention.

ARTICLE 19 - HEALTH AND SAFETY

A. Healthy Workplace

All parties are committed to having a positive learning and working environment for its students, faculty and staff. All employees have the right to enjoy an environment free from harassment or discrimination.

1. All parties will adhere to relevant Board Policies (i.e., 3410, 3430, 7115) and the associated administrative rules and procedures, such as AR 070.009.000, that seek to ensure a healthy learning and working environment free from harassment and discrimination. Employees shall feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, retaliation against any employee for filing a complaint of harassment or for participating in a harassment investigation is also grievable.

B. Health and Safety

1. The safety of each employee and student is of primary importance to the College. The College shall follow all applicable health and safety laws and regulations and assign its own Safety Officer and Safety Committee. A Safety Committee shall be formed pursuant to applicable laws and OR-OSHA Regulations and meet regularly, updating the community on campus safety issues at least once per term. An employee serving on the College's Safety Committee shall be compensated at the meeting rate while attending safety meetings, unless their attendance falls under work normally compensated under a faculty or academic professional position.
2. An employee who believes an unsafe or unhealthy condition exists shall notify their supervisor and the Safety Officer of the condition and why they believe it to be unsafe or

unhealthy. The College shall provide a response within three (3) business days of receiving notice. All unsafe or unhealthy conditions shall be addressed by the College. If, after reporting to the supervisor that a specific substance, task, or assignment may jeopardize personal health or safety, correction is not made within three (3) business days, that employee may refuse to work in an alleged unsafe working environment without penalty or loss of pay until the Safety Committee and/or appropriate health or safety office has reviewed the situation and made a finding. The College shall notify the Union of each determination that is made.

3. Safe Workplace:
 - a. The College shall provide information, materials and/or resources to ensure employees have the necessary information for adhering to safety rules.
 - b. Employees recognize that contributing to a safe work and educational environment is part of their role. Therefore, employees shall comply with established health and safety rules as established by law and the College.
 - c. If a work site is closed for health and safety reasons, the College shall provide appropriate alternate space to affected employees who shall be expected to carry out their duties in that space. Alternatively, if no appropriate alternate space is provided, then affected employees shall continue to receive their full compensation until a safe work space is available.
4. Building Safety: Building schedules shall be communicated to employees at the beginning of each term, and with any in-term changes. Safety protocols for emergencies including active shooters and natural disasters shall be established, communicated, and made accessible to employees.
5. Training: The College shall see that employees are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice, which they are authorized to use or apply during the course and scope of their employment and in the proper handling of dangerous or toxic substances. This training shall be provided to the employee without loss of pay or paid at the employee's normal compensation rate.
6. Equipment: It is the responsibility of the College to provide, at no cost to the employees, all necessary personal protective equipment (PPE) required for the safe and healthy execution of their duties, including work in the field, as well as training in the proper use of any issued PPE.

C. Work-Related Injury or Illness

1. An employee injured on the job or who contracts a disease or an illness from work shall notify the supervisor as soon as practical after the incident giving rise to the injury, or after becoming aware of the disease or illness. The College shall provide all necessary forms and reasonable assistance for the employee to file a Workers' Compensation claim. The employee shall provide the College's workers' compensation insurance carrier with all information and documents necessary to process their claim.
2. When, upon advice of their physician, an employee requires modified work or a modified work schedule due to an on-the-job injury or work-related disease or illness, the College shall make a good faith effort to accommodate the employee's needs. Upon request the employee shall provide a certification from their treating physician, confirming the need for modified work or a modified schedule.

3. An employee who is unable to work due to an on-the-job injury or work-related disease or illness, shall be accorded all rights of applicable state and federal statutes and regulations. College shall comply with state and federal statutes and regulations pertaining to reinstatement of employees after work-related injuries or illnesses and pertaining to accommodation of employees' physical and mental disabilities.

D. Accommodations

It is understood by the parties that the provisions of this Agreement could conflict with the regulations pertaining to the Americans with Disabilities Act (ADA). When this occurs, College shall confer with the Union to determine when a provision of the Agreement needs to be waived in order to allow for the accommodation of the employee.

E. Employee Assistance Program (EAP)

The College is committed to the health and wellness of its students, faculty and staff. The parties agree that the Employee Assistance Program (EAP) provided by the College shall comply with the following goals:

The EAP is a voluntary, confidential resource available to employees either through self-referral or upon the supportive recommendation of the College. The program is intended to assist employees in addressing personal, emotional, or health-related challenges—including those that may affect well-being or job performance—regardless of the source. The EAP shall offer access to widely recognized, evidence-informed services that promote overall employee health, resilience, and workplace success.

1. Objective. The College recognizes the value and contribution of employees and seeks to support them in managing or resolving wellness needs so that challenges are less likely to negatively impact the employee's work or personal life.
2. Employees Seeking Support for Mental Health or Substance Use.
 - a. The College recognizes that mental health conditions, including substance use issues like alcoholism and drug dependency, are health challenges that can be improved with professional care and intervention. The College encourages employees to access resources that promote well-being and recovery, as well as their job success. An employee's request for assistance under the EAP - including evaluations, counseling, or other care- is confidential, and shall not jeopardize their employment, job rights, or job security. The EAP is intended to promote employee well-being and recovery and reflect the College's commitment to providing support and rehabilitation as a more compassionate and constructive approach than immediate disciplinary action.
 - b. When appropriate, a supervisor or manager may make a supportive recommendation to access the EAP if they have concerns that an employee is experiencing difficulties that appear to be affecting job success and performance. This type of referral is intended as a constructive step to connect the employee with helpful resources, not as a disciplinary action. If requested by the employee, the supervisor or manager should notify the employee's Union representative, who can assist in facilitating access to the program and provide additional support throughout the process. Unless confidentiality issues are involved, the supervisor or manager should notify the employee's Union representative who shall assist in referring the employee to the program.
3. EAP Reviews and Ad-Hoc Committee. A joint Union College/Employee Assistance Program Committee shall be created upon request by either party as necessary to review the EAP and

to make suggestions to the College. The committee shall consist of equal numbers of representatives designated each by the Union and by the College. The total number shall not exceed six (6) persons. Any necessary and reasonable support services, such as administrative services, shall be provided by the College.

F. Access

Employees shall have full access to all classrooms in buildings and on campuses in which they can reasonably be expected to be as a part of their College service (i.e., teaching or participating in college committees) during regular business hours.

ARTICLE 20 – INTELLECTUAL PROPERTY RIGHTS

A. Property of the College

All written, electronic or 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 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.

B. Property of the Employee

Any written, electronic, or other instructional materials developed by an employee on their own time are deemed to be their 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 prior to use through a negotiated agreement with the author and publishers.

C. Joint Property

If the written, electronic, or other instructional materials are developed through the use of the resources of both the faculty member and the College, then a written agreement is to be developed stating the share of ownership belonging to the parties. Neither party may sell joint property for a commercial profit without first negotiating an agreement between themselves.

D. Distributed Learning Offerings

The College is committed to supporting instructional innovation and effectiveness. Such innovation occurs in traditional, face-to-face delivery and, in other distributed forms of learning. The following rights, roles, and responsibilities shall be observed in regard to distributed learning offerings.

1. A faculty member's class notes and class lecture materials are their property. This rule shall apply to both distributed and face to face course sections.
2. The College retains control of the curriculum and course offerings of its approved programs, including distributed course sections.
3. When the College offers a distributed course section to be taught by a faculty member other than the original developer of the course materials that are proposed for use in the class, the College shall recognize and honor any existing copyrights. Article 20 shall govern when, and by whom, an ownership interest may be asserted in course materials.
4. Copyrighted course materials shall not be edited or in any way modified without the prior approval of the copyright owner(s).
5. Faculty members holding an exclusive copyright on course materials developed for a college course may use those materials for any lawful purpose, including teaching courses for another institution.

ARTICLE 21 – MISCELLANEOUS

A. Change of Address/Name

Each employee shall be responsible for advising the College of changes in name, mailing address and telephone number.

The College aims to honor the humanity of all employees. Each employee has the right to use chosen names in College computer systems when a legal name is not required. To the extent allowable and practicable chosen name shall be maintained in the College's computer system.

B. Equipment, Supplies, Facilities and Services

1. Consistent with available facilities and resources, the College shall make every effort to provide office space and furniture for preparation, evaluation and student conferences. This shall include access to a desk or work table, mailbox, telephone, computer and printer.
2. The equipment and supplies for the performance of the job shall be provided by the College. All employees shall be given necessary College tools and access before they start work, including a copy of this Collective Bargaining Agreement, any applicable protocols or handbooks, a working CGCC email, keycard, and access to relevant programs including but not limited to the college SIS and LMS if applicable.
3. The College shall be responsible to set-up and test all classroom technology to align with the technological needs of courses listed in the schedule.
4. To the extent feasible and consistent with available facilities and resources, faculty shall have access to duplicating services, office supplies and equipment in accordance with College procedures for these services.
5. Faculty shall have access to the buildings in which their offices are located consistent with College procedures. Access to campus facilities outside the faculty's office or work area when the College is closed shall be as determined by the President or designee. Access may be possible, provided that arrangements are made in advance with the Office of Instructional Services. Faculty who request them shall be issued keys to their individual office areas.

C. Existing Benefits

This Agreement modifies or replaces the College's policies or practices which are in conflict with a provision of the Agreement. Otherwise, the Agreement does not eliminate, reduce, or diminish any current management right or any working conditions or benefits which are established by past practice and are mandatory subjects of bargaining. The written Collective Bargaining Agreements for Columbia Gorge Community College do not establish the past practice or the "status quo" applicable to the faculty.

D. Labor-Management Committee

1. A Labor-Management Committee shall be established. The Committee is established by the College and the Union to develop better day-to-day communication practices and to achieve and maintain a mutually beneficial relationship through the use of a continuing communication program.
2. The purpose of the Committee is to discuss, explore and study those problems referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems which have been discussed, explored and studied.

3. In order to have frank and open discussions, the Committee shall have no authority to change, delete or modify any of the terms of this Agreement, not to settle grievances arising under the contract. Recommendations which have been mutually agreed shall be communicated to impacted parties in the College Community.
 4. The Committee shall be composed of persons from the bargaining unit and the College and shall meet on a monthly basis during the period of this Agreement. This schedule shall be set in September for the entire Academic Year and these meetings shall only be rescheduled with agreement between parties.
 5. Service on the Labor-Management Committee shall count as Committee Service for faculty. Academic Professionals serving on the Labor-Management Committee shall do so during work hours without loss of pay.
- E. Resignation
- Whenever possible, full-time faculty shall provide written notice of resignation to the College at least two academic terms, excluding summer term, in advance before the effective date of the resignation.
- F. Voluntary Payroll Deductions
- The College shall permit voluntary payroll deductions for approved tax sheltered annuities, life insurance and other mutually agreed deductions.
- G. Communications and Employee Input
1. The employees and management recognize a joint responsibility in the communication process in regard to this contract, working conditions, and members of the collective bargaining unit.
 2. The College shall allow an employee member designated by the Union to attend specified management meetings.
- H. Compliance
- The parties shall abide by federal, state, and local laws, as well as all College policies and procedures that are consistent with the terms of this Agreement. If a College policy or procedure is inconsistent with this Agreement, the parties shall modify, replace, or add to any policies, rules, regulations, procedures or practices of Columbia Gorge Community College to abide by the terms of this Agreement which are contrary to or inconsistent with its terms.
- I. Involvement in Recruitment and Selection
1. The College commits to collaboration; cooperating to solve shared challenges while leveraging the richness of diverse experiences and perspectives.
 2. It is agreed that bargaining unit member involvement in the selection process of new employees is desirable to the well-being of the College. The College shall consider the composition of hiring committees to include representation appropriate to the position being filled (i.e., selection committees for faculty positions shall have faculty membership, selection committees for academic professional positions shall have academic professional membership; The College shall notify the Union of all selection committee membership upon creation. While no single role or unit position shall be guaranteed membership on a hiring committee, the College values broad participation and shall seek to include voices that contribute to a well-informed process.
- J. Policy Input, Notification, and Access

College policies and procedures constitute shared understandings of the working environment, and shall never violate law, including the Public Employee Collective Bargaining Act (PECBA), and ORS Chapter 243.650-243.806 or this Agreement.

1. The College shall make available to employees any new or revised policy the College presents to the Board of Education for approval or consideration.
2. The College values the input of employees in fostering a productive learning and working environment and shall include Union in discussion on policies which constitute any change in employment relations as defined by ORS 243.650.
3. The College shall make reasonable efforts to ensure that Board Policies, Administrative Rules, procedures, and directives that impact bargaining unit members are accessible to employees and the Union
4. The College shall notify the Union in writing of anticipated changes that impose a duty to bargain in accordance with ORS 243.698.

K. Copyrights and Patents

1. The ownership of any materials, processes or inventions developed solely by an employee's individual effort and expense shall vest in the employee and be copyrighted or patented, if at all, in the employee's name.
2. The ownership of materials, processes or inventions produced solely for the College and at College expense, including under a grant to a College employee, shall vest in the College and be copyrighted or patented, if at all, in its name.
3. In other situations, the faculty and the College shall agree in advance and in writing on the ownership of jointly developed materials, processes or inventions.

L. Totality of Agreement

1. 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. This Agreement contains the full and complete agreement of the parties. Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively except when a proposed change is subject to the ORS 243.698 bargaining obligation.
2. Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement.

ARTICLE 22 - NO STRIKES/NO LOCKOUT

Unit members and the Union will not call or in any way be involved in any form of strike, boycott, slowdown, work stoppage or picketing, and the College will not lock out employees during the term of this Agreement. If any activity occurs by unit members which violates this provision, the Union will use its best efforts to terminate the activity as soon as possible.

ARTICLE 23 – SEPARABILITY

In the event any provision or provisions of this Agreement are declared invalid by a tribunal of competent jurisdiction, the provision or provisions shall no longer be operative or binding on the parties. The remaining provisions of the Agreement shall continue in full force and effect. In such cases, the

College and the Union shall commence collective bargaining negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

ARTICLE 24 - MANAGEMENT RIGHTS

- A. 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 not limited to establishment and management of properties, resources, and facilities; 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. These rights are abridged only by the express specific terms of this Agreement.
- B. Nothing in this Agreement shall limit in any way the College's right to contract or subcontract work, nor shall it require the College to bargain such decisions with the Union, nor shall it require the College to continue in existence any of its present programs in their present form and/or location or on any other basis. This provision, however, does not limit the Union's right to bargain the impact of such decisions.

ARTICLE 25 – FUNDING

The economic provisions contained in this agreement for the period from July 1, 2025 to June 30, 2028 are based on the expectations and conditions that the amounts of annual revenue distributed to the Employer by the state will not be reduced by more than five percent (5%) in any one year. If that condition is not met and the reductions are based on factors other than FTE fluctuations, the Board of the College may reopen the economic provisions of this contract to renegotiate those provisions for the remaining years of the contract.

The Board will give the Union reasonable and timely notice in writing to reopen this agreement, and the parties will meet promptly to commence bargaining. Unless and until agreement on revised economic provisions is reached in negotiations or the statutory bargaining process is concluded, salaries and benefits will be frozen at the levels which are in effect when the Board gave notice to the Union to reopen this agreement.

ARTICLE 26 is the signatory page and is at the end of the contract.

ARTICLE 27 - FACULTY COMMITTEE PARTICIPATION

- A. The College recognizes the important role faculty play in College committees related to College instructional programs, faculty and facilities. A committee shall be defined as a group of people appointed for a specific function, typically consisting of members of a larger group. Full-time faculty members are expected to devote a reasonable amount of time in addition to their normal teaching load to serve on College committees of any kind, including but not limited to ad-hoc, departmental, formal, and informal. Committee definitions are listed in the addenda of this contract. Committee work may also be assigned to make up for a shortfall in a full-time faculty member's regular load.

- B. The College shall keep an accurate record of all committees and the faculty assigned to them. This record shall be provided to the Union and Department Chairs annually on June 30th and upon request.
- C. Unless committee work is assigned to make up for a shortfall in a faculty member's regular load, "reasonable" shall be defined as no more than three hours in any given week spent in meetings of any kind, including but not limited to face-to-face, remote synchronous, or telephone, and no more than 55 hours on an annual basis, whichever is greater. Hours in excess of these limits shall be compensated at the appropriate special projects rate as defined in Article 14. No more than 100 hours of committee and departmental meetings over their normal load shall be required of any full-time faculty member in any academic year. As much as possible, committee assignments shall be spread among full-time faculty members. This provision does not prohibit full-time faculty members from participating in committees on a voluntary, unpaid basis.
- D. The College can request a part-time faculty member to serve on either an ad-hoc or standing College committee, and the part-time faculty member shall receive additional compensation at the special project rate specified in Article 15. This provision does not prohibit part-time faculty members from participating in committees on a voluntary, unpaid basis.
- E. A screening committee shall be established to screen applicants for full-time faculty positions. The screening committee shall include the Department Chair of the department in which the full-time instructor is being hired, the Instructional Dean of the department in which the instructor is being hired, and such other faculty and staff as the Chief Academic Officer, in consultation with the Office of Instructional Services and Department Chair, recommends. The screening committee shall make ranked recommendations and proceed with the process of hiring the new full-time faculty member. Service on screening committees may count toward committee assignment time, as defined in this article.
- F. If the committee work occurs outside the faculty member's normal work year and the College requests the full-time faculty member to serve, the faculty member may choose to serve and shall receive additional compensation in accordance with Article 15 for the number of hours authorized or use those days as part of the 180-day contract.
- G. Any employee who serves as faculty or staff advisor for a chartered student club may request relief from committee work requirements in lieu of compensation as described in Article 7.f.

ARTICLE 28 - ACADEMIC FREEDOM

Faculty are entitled to academic freedom. Faculty are free to engage in research, scholarly, and creative work, and to publish or otherwise disseminate the results of such work. Each employee is also a citizen of the nation, state, and community, and when speaking, writing or acting as such shall be free from institutional censorship. Employees should avoid, however, creating the impression of speaking or acting for the College when speaking or acting as a private person. It is recognized that the personal life of an employee is not an appropriate concern of the College except as it limits the employee's effectiveness in their position.

Employees maintain their right to criticize the College. Employees maintain their right to seek improvement and revision of the posted policies and administrative rules of the College through

established procedures, where those exist, and through collective action as established by state and federal law, without retaliation.

ARTICLE 29 - Dual Credit

Basic Definitions

Dual Credit, sometimes called College Now at CGCC, provides high school students the opportunity to earn college credit for existing courses in the CGCC catalog, taught by CGCC approved high school instructors.

Dual credit is governed by Oregon law and HECC guidelines – specifically OAR 715-017-0005 and ORS 340.310 – and the CGCC processes are articulated in the CGCC College Now Teacher and Faculty Handbook (or however it is renamed in the next three years). Changes to the aforementioned CGCC handbook shall be discussed in the Instructional Council. The Union shall be notified of such changes and, in collaboration with Management, determine if employment relations have changed to the extent that bargaining is required.

This article focuses on two forms of Dual Credit: Sponsored and Un-sponsored.

1. Sponsored Dual Credit (SDC) occurs when the high school instructor lacks the educational credentials to teach their chosen CGCC course, AR 070.022.000. In this case a CGCC faculty member that has the appropriate credentials to teach the class must mentor the high school teacher. Mentoring is an extensive process required to demonstrate that the dual credit course is sufficiently similar to taking a course from CGCC.
2. Un-sponsored Dual Credit (UDC) occurs when a high school instructor that has the educational credentials of AR 070.022.000 to teach the class at CGCC is teaching that class in the high school to high school students. This process does not require Mentoring but does require evaluation.

Faculty Procedure and Pay for Sponsored Dual Credit (SDC):

1. While the College maintains the ultimate right to assign qualified mentors and evaluators, faculty chairs will assess teaching credentials for high school teachers applying to teach SDC courses. When a high school teacher applies for the SDC Program, the corresponding CGCC department chair shall verify teaching credentials and recommend to the College a CGCC faculty member as a Mentor for Sponsored Dual Credit.
2. The sponsoring faculty Mentor shall:
 - a. receive \$1,000 for the Mentoring of a high school teacher teaching a Dual Credit class for the first time (Initial Mentorship),
 - b. review and approve the teacher portfolio of course materials to include the course syllabi and a cross-section of assessment tools.
 - c. be reimbursed for mileage to each required, visit to the high school, in accordance with Article 18 of this Agreement. Faculty Chairs shall be consulted to determine if such visits - whether in-person, review of recorded sessions, remote synchronous, and asynchronous in nature - are required.

- d. provide evidence of observed non-compliance with any aspect of the SDC course, as appropriate, and, in collaboration with department chair, define next steps to compliance.
3. After completion of the Initial Mentorship process, signaled by the successful teaching of the first class, the sponsoring faculty member shall:
 - a. receive \$400 for each time the class is taught after the completion of the initial mentoring process.
 - b. review and approve the teacher portfolio of course materials to include the course syllabi and a cross-section of assessment tools.
 - c. be reimbursed for mileage to each required, visit to the high school, in accordance with Article 18 of this Agreement. Faculty Chairs shall be consulted to determine if such visits - whether in-person, review of recorded sessions, remote synchronous, and asynchronous in nature - are required.
4. Faculty Chairs shall be paid \$100 per course for their Chair-specific responsibilities. Chairs who feel their SDC-related workload requires review are directed to the Workload Review process outlined in Article 7 of this agreement.
Faculty Procedure and Pay for Unsponsored Dual Credit (UDC):
5. While the College maintains the ultimate right to assign qualified mentors and evaluators, faculty chairs will assess teaching credentials for high school teachers applying to teach UDC courses. When a high school teacher applies for the UDC Program, the corresponding CGCC department chair shall verify teaching credentials and recommend to the College a CGCC faculty member as an evaluator for Dual Credit.
6. The evaluating faculty member shall:
 - a. be paid \$400 per course,
 - b. be reimbursed for mileage to each required visit to the high school, in accordance with Article 18 of this Agreement. Faculty Chairs shall be consulted to determine if such visits are required.
7. Faculty Chairs shall be paid \$60 per course for their Chair-specific responsibilities. Chairs who feel their UDC-related workload requires review are directed to the Workload Review process outlined in Article 7 of this agreement.

ARTICLE 26 – DURATION

This agreement is effective as of July 1, 2025 and shall continue in full force and effect through June 30, 2028.

FOR THE UNION

United Employees of Columbia
Gorge

Community College



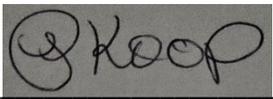
Robert Kovacich

Date



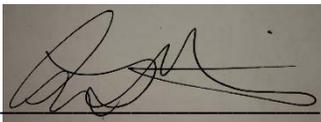
tina ontiveros

Date



Pam Koop

Date



Amanda Holdiman

Date



Ryan Brusco

Date

FOR THE COLLEGE

Columbia Gorge Community
College



Dr. Kenneth Lawson

Date

Academic Professional Wage Chart

Each Step Increases by 3%

24/25-25/26 COLA 4.5%

25/26-26/27 COLA 3.5%

26/27-27/28 COLA 3.5%

25/26			26/27			27/28		
Level A	Level B	Level C	Level A	Level B	Level C	Level A	Level B	Level C
41,363.19	49,383.57	57,686.09	42,810.90	51,111.99	59,705.10	44,309.28	52,900.91	61,794.78
42,604.09	50,865.07	59,416.67	44,095.23	52,645.35	61,496.26	45,638.56	54,487.94	63,648.63
43,882.21	52,391.02	61,199.17	45,418.09	54,224.71	63,341.14	47,007.72	56,122.57	65,558.08
45,198.67	53,962.75	63,035.15	46,780.63	55,851.45	65,241.38	48,417.95	57,806.25	67,524.83
46,554.63	55,581.64	64,926.20	48,184.05	57,526.99	67,198.62	49,870.49	59,540.44	69,550.57
47,951.27	57,249.09	66,873.99	49,629.57	59,252.80	69,214.58	51,366.60	61,326.65	71,637.09
49,389.81	58,966.56	68,880.21	51,118.46	61,030.39	71,291.02	52,907.60	63,166.45	73,786.20
50,871.51	60,735.56	70,946.61	52,652.01	62,861.30	73,429.75	54,494.83	65,061.45	75,999.79
52,397.65	62,557.62	73,075.01	54,231.57	64,747.14	75,632.64	56,129.67	67,013.29	78,279.78
53,969.58	64,434.35	75,267.26	55,858.52	66,689.55	77,901.62	57,813.56	69,023.69	80,628.17
55,588.67	66,367.38	77,525.28	57,534.27	68,690.24	80,238.67	59,547.97	71,094.40	83,047.02
57,256.33	68,358.40	79,851.04	59,260.30	70,750.95	82,645.83	61,334.41	73,227.23	85,538.43
58,974.02	70,409.16	82,246.57	61,038.11	72,873.48	85,125.20	63,174.44	75,424.05	88,104.58
60,743.24	72,521.43	84,713.97	62,869.25	75,059.68	87,678.96	65,069.68	77,686.77	90,747.72
62,565.54	74,697.07	87,255.39	64,755.33	77,311.47	90,309.33	67,021.77	80,017.37	93,470.15
64,442.50	76,937.99	89,873.05	66,697.99	79,630.81	93,018.61	69,032.42	82,417.89	96,274.26
66,375.78	79,246.12	92,569.24	68,698.93	82,019.74	95,809.16	71,103.39	84,890.43	99,162.48
68,367.05	81,623.51	95,346.32	70,759.90	84,480.33	98,683.44	73,236.49	87,437.14	102,137.36

Faculty Wage Chart

Step	Effective	9/1/2025	9/1/2026	9/1/2027
1	Annual	48881.33	50347.77	51858.21
	Monthly	4073.43	4195.63	4321.50
	Daily	271.56	279.71	288.10
	Lec Credit (1.0)	1086.25	1118.84	1152.41
	Lec Hour (1.0)	90.51	93.23	96.02
	Lec/Lab Credit (.84)	912.46	939.83	968.02
	Lec/Lab Hour (.84)	76.03	78.31	80.66
	Lab Credit (.72)	782.10	805.56	829.73
	Lab Hour (.72)	65.17	67.13	69.14
2	Annual	51103.25	52636.35	54215.44
	Monthly	4258.61	4386.37	4517.96
	Daily	283.91	292.43	301.20
	Lec Credit (1.0)	1135.62	1169.69	1204.78
	Lec Hour (1.0)	94.64	97.48	100.40
	Lec/Lab Credit (.84)	953.92	982.54	1012.01
	Lec/Lab Hour (.84)	79.50	81.88	84.34
	Lab Credit (.72)	817.65	842.18	867.44
	Lab Hour (.72)	68.14	70.19	72.29
3	Annual	53325.14	54924.89	56572.64
	Monthly	4443.77	4577.09	4714.40
	Daily	296.25	305.14	314.29
	Lec Credit (1.0)	1184.98	1220.53	1257.15
	Lec Hour (1.0)	98.75	101.71	104.76
	Lec/Lab Credit (.84)	995.39	1025.25	1056.01
	Lec/Lab Hour (.84)	82.94	85.43	88.00
	Lab Credit (.72)	853.20	878.80	905.16
	Lab Hour (.72)	71.09	73.23	75.42
4	Annual	55458.12	57121.86	58835.51
	Monthly	4621.49	4760.14	4902.94
	Daily	308.10	317.34	326.86
	Lec Credit (1.0)	1232.40	1269.37	1307.45
	Lec Hour (1.0)	102.69	105.77	108.95
	Lec/Lab Credit (.84)	1035.22	1066.27	1098.26
	Lec/Lab Hour (.84)	86.26	88.84	91.51
	Lab Credit (.72)	887.33	913.95	941.36
	Lab Hour (.72)	73.94	76.16	78.44
5	Annual	57676.46	59406.76	61188.96
	Monthly	4806.36	4950.55	5099.07
	Daily	320.44	330.05	339.95
	Lec Credit (1.0)	1281.69	1320.14	1359.75
	Lec Hour (1.0)	106.83	110.04	113.34
	Lec/Lab Credit (.84)	1076.62	1108.92	1142.18
	Lec/Lab Hour (.84)	89.72	92.42	95.19
	Lab Credit (.72)	922.83	950.51	979.03
	Lab Hour (.72)	76.91	79.22	81.59

6	Annual	59983.52	61783.02	63636.51
	Monthly	4998.62	5148.57	5303.03
	Daily	333.24	343.24	353.53
	Lec Credit (1.0)	1332.97	1372.96	1414.14
	Lec Hour (1.0)	111.07	114.40	117.83
	Lec/Lab Credit (.84)	1119.69	1153.28	1187.88
	Lec/Lab Hour (.84)	93.31	96.10	98.99
	Lab Credit (.72)	959.75	988.54	1018.19
	Lab Hour (.72)	79.96	82.36	84.83
7	Annual	62382.86	64254.34	66181.97
	Monthly	5198.57	5354.52	5515.16
	Daily	346.57	356.97	367.68
	Lec Credit (1.0)	1386.29	1427.88	1470.71
	Lec Hour (1.0)	115.53	118.99	122.56
	Lec/Lab Credit (.84)	1164.48	1199.41	1235.40
	Lec/Lab Hour (.84)	97.04	99.95	102.95
	Lab Credit (.72)	998.13	1028.08	1058.92
	Lab Hour (.72)	83.17	85.67	88.24
8	Annual	64878.16	66824.50	68829.24
	Monthly	5406.51	5568.70	5735.77
	Daily	360.44	371.25	382.39
	Lec Credit (1.0)	1441.73	1484.99	1529.54
	Lec Hour (1.0)	120.13	123.74	127.45
	Lec/Lab Credit (.84)	1211.04	1247.37	1284.80
	Lec/Lab Hour (.84)	100.91	103.94	107.06
	Lab Credit (.72)	1038.04	1069.18	1101.26
	Lab Hour (.72)	86.51	89.10	91.77
9	Annual	67473.32	69497.52	71582.44
	Monthly	5622.77	5791.46	5965.20
	Daily	374.87	386.11	397.70
	Lec Credit (1.0)	1499.40	1544.39	1590.72
	Lec Hour (1.0)	124.93	128.68	132.54
	Lec/Lab Credit (.84)	1259.51	1297.30	1336.22
	Lec/Lab Hour (.84)	104.95	108.10	111.34
	Lab Credit (.72)	1079.58	1111.96	1145.32
	Lab Hour (.72)	89.96	92.66	95.44
10	Annual	70172.22	72277.39	74445.71
	Monthly	5847.68	6023.11	6203.80
	Daily	389.85	401.55	413.60
	Lec Credit (1.0)	1559.38	1606.16	1654.35
	Lec Hour (1.0)	129.95	133.85	137.87
	Lec/Lab Credit (.84)	1309.89	1349.18	1389.66
	Lec/Lab Hour (.84)	109.16	112.44	115.81
	Lab Credit (.72)	1122.76	1156.44	1191.13
	Lab Hour (.72)	93.57	96.38	99.27

11	Annual	72979.12	75168.50	77423.55
	Monthly	6081.61	6264.06	6451.98
	Daily	405.44	417.60	430.13
	Lec Credit (1.0)	1621.77	1670.43	1720.54
	Lec Hour (1.0)	135.14	139.19	143.37
	Lec/Lab Credit (.84)	1362.28	1403.15	1445.24
	Lec/Lab Hour (.84)	113.53	116.94	120.44
	Lab Credit (.72)	1167.68	1202.71	1238.79
	Lab Hour (.72)	97.30	100.22	103.23
12	Annual	75533.40	77799.40	80133.38
	Monthly	6294.45	6483.28	6677.78
	Daily	419.64	432.23	445.20
	Lec Credit (1.0)	1678.53	1728.89	1780.75
	Lec Hour (1.0)	139.88	144.08	148.40
	Lec/Lab Credit (.84)	1409.97	1452.27	1495.84
	Lec/Lab Hour (.84)	117.49	121.02	124.65
	Lab Credit (.72)	1208.55	1244.81	1282.15
	Lab Hour (.72)	100.71	103.73	106.84
13	Annual	78177.08	80522.39	82938.06
	Monthly	6514.76	6710.20	6911.50
	Daily	434.31	447.34	460.76
	Lec Credit (1.0)	1737.27	1789.39	1843.07
	Lec Hour (1.0)	144.77	149.11	153.58
	Lec/Lab Credit (.84)	1459.31	1503.09	1548.18
	Lec/Lab Hour (.84)	121.61	125.26	129.02
	Lab Credit (.72)	1250.84	1288.36	1327.01
	Lab Hour (.72)	104.23	107.36	110.58
14	Annual	80913.27	83340.67	85840.89
	Monthly	6742.78	6945.06	7153.41
	Daily	449.53	463.02	476.91
	Lec Credit (1.0)	1798.07	1852.02	1907.58
	Lec Hour (1.0)	149.85	154.34	158.97
	Lec/Lab Credit (.84)	1510.38	1555.69	1602.36
	Lec/Lab Hour (.84)	125.87	129.64	133.53
	Lab Credit (.72)	1294.61	1333.45	1373.45
	Lab Hour (.72)	107.89	111.13	114.46
15	Annual	83745.21	86257.57	88845.30
	Monthly	6978.78	7188.14	7403.78
	Daily	465.24	479.20	493.58
	Lec Credit (1.0)	1861.00	1916.83	1974.34
	Lec Hour (1.0)	155.08	159.74	164.53
	Lec/Lab Credit (.84)	1563.23	1610.13	1658.43
	Lec/Lab Hour (.84)	130.28	134.18	138.21
	Lab Credit (.72)	1339.92	1380.12	1421.52
	Lab Hour (.72)	111.67	115.02	118.47

16	Annual	86676.32	89276.61	91954.91
	Monthly	7223.03	7439.72	7662.91
	Daily	481.53	495.98	510.86
	Lec Credit (1.0)	1926.14	1983.92	2043.44
	Lec Hour (1.0)	160.52	165.33	170.29
	Lec/Lab Credit (.84)	1617.96	1666.50	1716.50
	Lec/Lab Hour (.84)	134.84	138.88	143.05
	Lab Credit (.72)	1386.82	1428.42	1471.27
	Lab Hour (.72)	115.58	119.05	122.62
17	Annual	89709.99	92401.29	95173.33
	Monthly	7475.83	7700.11	7931.11
	Daily	498.39	513.34	528.74
	Lec Credit (1.0)	1993.55	2053.36	2114.96
	Lec Hour (1.0)	166.14	171.12	176.25
	Lec/Lab Credit (.84)	1674.59	1724.83	1776.58
	Lec/Lab Hour (.84)	139.56	143.75	148.06
	Lab Credit (.72)	1435.36	1478.42	1522.77
	Lab Hour (.72)	119.62	123.21	126.91
18	Annual	92849.84	95635.34	98504.40
	Monthly	7737.49	7969.61	8208.70
	Daily	515.83	531.31	547.25
	Lec Credit (1.0)	2063.32	2125.22	2188.98
	Lec Hour (1.0)	171.95	177.11	182.42
	Lec/Lab Credit (.84)	1733.20	1785.20	1838.76
	Lec/Lab Hour (.84)	144.44	148.78	153.24
	Lab Credit (.72)	1485.59	1530.16	1576.07
	Lab Hour (.72)	123.81	127.52	131.35
19	Annual	96099.59	98982.58	101952.05
	Monthly	8008.30	8248.55	8496.00
	Daily	533.89	549.90	566.40
	Lec Credit (1.0)	2135.54	2199.61	2265.59
	Lec Hour (1.0)	177.97	183.31	188.81
	Lec/Lab Credit (.84)	1793.87	1847.68	1903.11
	Lec/Lab Hour (.84)	149.50	153.98	158.60
	Lab Credit (.72)	1537.59	1583.72	1631.23
	Lab Hour (.72)	128.14	131.99	135.95
20	Annual	99463.07	102446.97	105520.38
	Monthly	8288.59	8537.25	8793.36
	Daily	552.57	569.15	586.22
	Lec Credit (1.0)	2210.28	2276.59	2344.89
	Lec Hour (1.0)	184.20	189.72	195.42
	Lec/Lab Credit (.84)	1856.65	1912.35	1969.72
	Lec/Lab Hour (.84)	154.73	159.37	164.15
	Lab Credit (.72)	1591.40	1639.15	1688.32
	Lab Hour (.72)	132.63	136.61	140.71

Steps = 3.5% COLAs = 3.5% Year 1 COLAs = 3.0% Year 2 COLAs = 3.0% Year 3	Effective 9/1/2025 Tutor & Special Projects Rate per Hour \$28.00
	Effective 9/1/2026 Tutor & Special Projects Rate per Hour \$28.70
	Effective 9/1/2027 Tutor & Special Projects Rate per Hour \$29.42

Memorandum of Understanding

between

Columbia Gorge Community College (“College”) and Local 4754 United Employees of Columbia Gorge Community College (“Union”)

Re: Labor-Management Committee Discussions, July 1, 2025 through June 30, 2028

The College and the Union share an interest in maintaining open communication and addressing issues of concern to both parties. While the College retains its management rights (Articles 24), the parties agree that the Labor-Management Committee (Articles 21) is an appropriate forum for ongoing dialogue on certain topics raised during bargaining.

The College and the Union agree to use the Labor-Management Committee to continue discussion of:

1. Concerns regarding timeliness and appropriateness of College communications that may affect employees’ ability to perform their roles (i.e., changes related to support services to students);
2. Concerns regarding the process of College procedure development, including opportunities for input through shared governance (i.e., complaint process, teaching material review);
3. Concerns regarding operational approaches to campus safety and institutional technology.
4. A finalized Classified and Academic Professional Position Levels Chart (to be added to future Classified and Academic Professional Compensation Articles), to be added to this Collective Bargaining Agreement
5. A finalized Definitions Article, to be added to this Collective Bargaining Agreement

The Committee’s role is limited to discussion and recommendations. It has no authority to modify the Collective Bargaining Agreement (excluding the specific items listed above) or to alter the College’s management rights. Any recommendations developed by mutual agreement may be shared with appropriate College bodies or administrators for consideration.

This understanding does not create contractual obligations beyond those in the current Agreement, nor does it waive any rights of either party.