



COLUMBIA  
GORGE  
COMMUNITY  
COLLEGE

**COLLECTIVE  
BARGAINING  
AGREEMENT**



*A Union of Professionals*

BETWEEN

Local 4754  
United Employees of  
Columbia Gorge  
Community College

AFT, AFL-CIO

(Covering Faculty Employees)

AND

Columbia Gorge  
Community College

FOR

July 1, 2012 through June 30, 2015

FACULTY COLLECTIVE BARGAINING AGREEMENT

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**AGREEMENT**

This Agreement is made and entered into this 1st day of July, 2012, by and between Columbia Gorge Community College, hereinafter referred to as the Employer, 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 I - RECOGNITION**

- A. Columbia Gorge Community College ("the College") recognizes the United Employees of Columbia Gorge Community College, AFT Local 4754 ("the 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 personnel at the College:
1. Full-time instructors;
  2. Part-time instructors who teach credit courses;
  3. Part-time instructors who teach noncredit courses in adult basic education, GED, English as a second language, and vocational (professional/technical) education. The following employees are excluded from the bargaining unit:
    - a. Instructors of other noncredit courses;
    - b. Professional support staff;
    - c. Administrators;
    - d. Confidentials;
    - e. Supervisors;
    - f. Classified employees;
    - g. Faculty who teach less than a three-credit class or 30 hours per term; or
    - h. Instructors of courses that are subcontracted by or for business, industry, or agencies.
- B. When an employee holds both a position included and a position excluded under this article, the agreement will apply to that employee with respect to the included position only.
- C. New and Modified Positions. The Employer will notify the Union upon creation of new faculty positions and the Union and the Employer will meet to determine the appropriate unit placement and compensation of the job. The meeting to discuss unit placement of the position will be held within fifteen (15) working days from the time of the Employer's notice. Compensation issues will be resolved according to the provisions of Article XIV, Compensation. The Union can 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.

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- D. The Employer will distribute a copy of the collective bargaining agreement and a membership application to all new employees in positions covered by this Agreement. The Union and the Employer will share equally the cost of printing one hundred fifty (150) copies of the Agreement. After copies have been distributed to faculty employees and management personnel the Union and the Employer will divide the remaining copies. Each time additional copies are needed during the life of the contract for distribution to new faculty and management employees, the Union and the Employer will share equally the cost of printing twenty-five (25) additional copies.
- E. The Union recognizes that the College has no obligation to agree to a single set of negotiations with the union for its bargaining units. However, should both parties agree, a single set of negotiations may be held in order to expedite any part of the negotiating process.

**ARTICLE II – UNION SECURITY AND INTERESTS**

**A. Union Security**

1. Dues Deduction. Upon written authorization from the employee, the Employer will deduct Union dues and fees from the employee's regular paycheck. The amount to be deducted shall be certified by the Union to the Employer.
2. Dues Remittance. The sum of all monies so deducted shall be remitted to the Union within seven (7) days of the date the payroll is paid together with a list of employees from whom the deductions were made and the amount deducted from each.
3. Notice of Changes. The Union will notify the Employer at least thirty (30) days in advance of the effective date of any changes in the amount of Union dues and fees to be deducted.
4. Voluntary Contributions to Union's COPE (Committee on Political Education) Fund. The Employer, upon written authorization from the employee, will deduct voluntary contributions from the employee to the Union's COPE fund from the employee's regular paycheck. The amount to be deducted shall be that amount designated by the employee in their voluntary written authorization. The sum of all monies so deducted shall be remitted to the Union as soon as possible after the payroll is paid together with a list of employees from whom the voluntary contributions are deducted and amount deducted from each.
5. By the end of the first week of each new term the College will provide the Union a list of all full-time and part-time faculty members, including address, phone number, and e-mail addresses when available. By the end of the fifth week of each term the College will provide an updated list plus each faculty member's work assignment in terms of credit hours or contact hours as appropriate.
6. The Employer shall notify the Union President or his or her designee before a new employee starts work and the union representative shall be given the opportunity to meet with the new employee to discuss union membership and benefits during work time. However, the employer shall not pay additional compensation to employees for compliance with this provision.

**B. Union Interests**

1. Bulletin Boards. The Employer will provide a bulletin board in the mail room for use by the Union.
2. Board Material. The Employer will provide the Union with a 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 all bargaining unit work areas in order to exercise the Union's representation responsibilities, including administering this Agreement, as long as work is not disrupted.

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4. **Union Business.** Because paid leave is not available for attendance at collective bargaining negotiations, the College will 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 will be allowed to use College meeting rooms to hold regular monthly Union meetings and for meetings related to collective bargaining negotiations and handling of grievances, 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 will ensure that its meetings do not disrupt any College function. College facilities will not be used by the Union for social functions, fundraising activities, strike-related activities, or anti-College activities. 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, such 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. Upon completion of the Capital Construction Project the Employer will provide space on The Dalles campus to the Union for the purpose of storing Union records and files. If possible, the Employer will provide a space adequate for storage and conducting Union business. The Employer will not provide office furniture or equipment. The location of the space will be determined by the employer.

### **C. Union Activities**

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

**ARTICLE III - GRIEVANCES AND ARBITRATION**

**A. Grievances**

1. Definition. A grievance is a claim by a bargaining unit member(s) of an injury to the grievant due to a violation of a provision of this Agreement by the Employer. A grievance may be filed by the union when the Union alleges a violation by the Employer of a provision of this agreement that specifically grants a right to the Union, as an organization. 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) any matter as to which the employee has sought relief in another forum established by state or federal law; (c) termination of a temporary employee at the end of the temporary assignment; and (d) dismissal of a probationary employee.

2. Procedures. Grievances shall be subject to the following procedure. All time limits are exclusive of Saturdays, Sundays, and holidays as defined in this Agreement and any other day when the Employer does not operate.

Step One — The grievant shall present and discuss the grievance orally with the immediate supervisor within ten (10) days of the event giving rise to the grievance. The immediate supervisor shall respond orally within ten (10) days.

Step Two — Grievances unresolved at the preceding step may be submitted in writing to the immediate supervisor. The grievance must be submitted within ten (10) days of the answer in Step One. The supervisor will respond in writing within ten (10) days of receipt of the grievance.

Step Three — Grievances unresolved at the preceding step may be submitted in writing to the President or President's designee, within ten (10) days of the answer in Step Two. The president, or the designee, shall respond in writing within ten (10) days of receipt of the grievance.

**B. Arbitration**

1.
  - a. Notice. Grievances unresolved in the procedure above may be submitted to arbitration by the Union. The Union shall notify the Employer within 15 days of the answer in Step Three of its intent to arbitrate the matter.
  - b. Selection of the Arbitrator. The parties will 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 will be requested to provide a list of five (5) arbitrators from which a single name will be selected by alternately striking names from the list. The party striking the first name will be determined by the flip of a coin.

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The request to the ERB shall be submitted within fourteen (14) days of the notice to arbitrate. The parties will select the arbitrator from the list within fourteen (14) days of the date sent from the ERB. The parties will schedule any arbitration hearing on a date the arbitrator is available within sixty (60) days of the date of the notice of arbitration. When the arbitrator is not available within those sixty (60) days, the parties will select the nearest date to the 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 will be obligated to the cost of a stenographic transcript except by prior agreement. A request of the arbitrator for a transcript shall be considered a part of the cost of arbitration.
- C. 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.
  - D. Grievances involving discipline or discharge shall begin at Step Two.
  - E. A grievant may have a Union representative present at any step of the procedure.
  - F. Time limits at any step may be modified by mutual written agreement.
  - G. Failure by the Employer 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 Employer.
  - H. Grievance meetings with management and other related matters such as requesting and receiving information and materials may be conducted during the work day but are not part of the faculty's paid work time.

**ARTICLE IV - EMPLOYMENT STATUS**

**A. Probationary Status**

1. Each new Full-time faculty member will serve a probationary period of three (3) full academic years that begin September 1<sup>st</sup>.

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.

2. A probationary faculty member will be employed under a one-year contract or a portion of a year when hired mid-year. The contract may be nonrenewed in the discretion of the administration. Nonrenewal notification will be received by the employee by March 31.
3. A non-renewed probationary faculty member 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.

**B. Regular Status**

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.

**C. Part-time Faculty**

Part-time faculty are employed on a term-by-term basis and are not considered on probationary or regular status. Employment of Part-time faculty does not create any right, interest, or expectancy for any future employment except as expressly provided in this Agreement.

**D. Temporary Employment**

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 elected as department chairs, and such action makes them full-time, their status is neither probationary nor regular status for the duration of the department chair duties.

**ARTICLE V - POSTING OF POSITIONS**

- A. Vacancies in Full-time faculty positions will be posted internally not later than external advertisement of the vacancy.
- B. The College will post an announcement internally and in advance of hire for any Part-time faculty position which is advertised outside the College.
- C. All work experience at the College will be considered in screening applicants for vacancies.

**ARTICLE VI - WORK YEAR AND WORKLOAD**

**A. Hours**

1. Work Year and Work Week. The work year for Full-time faculty is one hundred eighty (180) contract days. The work week is thirty-five (35) hours, which is typically seven (7) hours per day for five (5) consecutive days per week. Noninstructional days which are contract days include department and curriculum planning and implementation, Saturday in-service days and four (4) holidays. If a faculty member is assigned to student advising on a noninstructional day, the assignment will be for a full day or half day.

**B. Assignments**

1. Teaching
  - a. The College will consider preferences of the faculty in making instructional assignments.
  - b. Employees will be notified of their teaching assignments at least ten working (10) 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. Department Chairs will recommend to the Chief Academic Officer and/or Instructional Directors the days and times classes in their subject area should meet.
  - d. As in the past, Full-time faculty will continue to make themselves available to teach at least one night class per year.
  - e. The College will make reasonable efforts to avoid assigning Full-time faculty members to a class schedule which involves more than four different preparations.
  - f. The faculty member will recommend to the Chief Academic Officer and/or Instructional Directors their daily work schedule showing a typical week the College is in session and including teaching assignments, office hours, and other instructional related activities. The recommended schedule shall be filed with the Chief Academic Officer and/or Instructional Directors by the first day of classes each term.
  - g. Full-time faculty shall include their office hours on each of their course syllabi and near the door of their assigned office location. Office hours are to be held at the faculty's assigned office location unless arrangements are made in advance with the Chief Academic Officer and/or Instructional Director. If the faculty member is teaching a hybrid or online course, they will post a statement on the course site indicating when the faculty member will be available for online discussions.

2. New course development/major revision of an existing course.
  - a. The development of a new course, the major revision of an existing course, or the development of an online or hybrid 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. A Faculty member who agrees to accept an assignment for developing a new course shall either receive released time or additional compensation as stated in Article XIV.A.3. A Faculty member may be authorized for release time or additional compensation for a major revision of an existing course, if that revision is so major that it is similar to development of a new course. It is understood that different subject matters entail more or less frequent and extensive revisions to maintain currency of the course. Release time or additional compensation will not be provided for developing courses where the changes are to keep the course content current.

**C. 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. It is also understood that faculty spend additional time, including off-campus and outside the normal workday, in fulfilling their professional duties.
2. A Full-time workload is: 15-16 credit hours per week of lecture classes; 18-20 contact hours per week of lecture/lab; or 22-26 contact hours per week of lab, clinical, Adult Basic Education, GED and English as a Second Language when taught in a lab format. A full-time workload for Adult Basic Education, GED and ESL taught in a lecture/lab format is 18-20 contact hours per week.
3. Each full-time faculty will prepare an annual work calendar that indicates work days for the academic year and send it to the Chief Academic Officer and/or Instructional Director. The Chief Academic Officer and/or Instructional Director and faculty member will determine the number of hours per week and location at which a faculty member will be teaching and performing other instructional related tasks. The Chief Academic Officer and/or Instructional Director's decisions regarding the number of hours per week a faculty member will be at either campus shall be reasonable and take into account travel time between sites. The Full-time faculty member shall have at least five office hours per week.
4. Full-time faculty can be assigned to 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 will not exceed one class or five work hours per week except by mutual agreement of the College and the faculty member.

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Extended service can be on a Part-time or Full-time basis. The College will attempt to assign overloads and extended service on a consensual basis and will take into consideration the preferences of the faculty member.

5. The work load for Part-time faculty will be as stated in the job description or posting. It includes all activities directly related to the classroom assignment, such as course preparation, teaching and meeting the class, evaluating students' work, submitting grade and related reports, attendance at a reasonable number of required staff meetings and a reasonable amount of student contact to respond to questions and to resolve problems related to the course.
6. 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 will either receive release time from his or her normal duties or will receive additional compensation at the special projects rate specified in Article XIV.
7. 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 will be reassigned to the Full-time faculty member in order to maintain a full annual workload. The Chief Academic Officer will 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 will 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.

**ARTICLE VII - LAYOFF AND RECALL OF FACULTY**

- A. When the College determines that a layoff of faculty is necessary because of funding or a program change, the faculty to be laid off will be selected according to lowest seniority from the faculty in a program or instructional subject area which is being reduced or eliminated in the following order:
1. Volunteers,
  2. Temporary Faculty,
  3. Part-time Faculty
  4. Full-time Faculty
- B. An exception can be made to the layoff order of paragraph A if: (1) the remaining faculty do not have the necessary education, skills, or experience for the remaining work; (2) the remaining faculty are not available to teach the remaining courses at the times and days scheduled; (3) the College determines that a program or instructional subject area can no longer support Full-time faculty, in which case Full-time faculty will have the opportunity to replace a Part-time employee or to take a Part-time load if available; or (4) a faculty member is on a plan to improve unsatisfactory performance, in which case that faculty member can be laid off before other faculty.
- C. Full-time faculty will be given at least ten months' notice of layoff or pay in lieu of notice. The College will send a copy of the layoff notice to the Union.
- D. Recall from layoff for Full-time faculty will be in the same program or instructional area from which the faculty was laid off. Recall notices shall be sent by certified mail to the Full-time faculty member's last known address with a copy to the Union. Recall will be in the reverse order of layoff, subject to the exceptions described in paragraph A above. Full-time faculty members on layoff retain recall rights for two years after layoff or until one of the following occurs:
1. The faculty member is recalled;
  2. The faculty member resigns or retires;
  3. The faculty member refuses recall to a position as an instructor; or
  4. The faculty member fails to respond within 30 days to notice of recall.
- E. Seniority for purposes of this Article is defined as the length of employment at Columbia Gorge Community College (including when it was part of Portland Community College) as a faculty member from the most recent date of hire as a faculty member. Seniority will continue to accrue during paid leaves of absence and up to one academic term of unpaid leave of absence.
- F. A step increase which was earned before the layoff and which is implemented for actively employed faculty during the period of layoff will be granted to the laid off faculty at the time of recall. Otherwise, upon recall, the faculty member shall be placed at the same step on the salary scale as he or she held at the time of layoff. Seniority accrued at the time of layoff will be restored, but no additional seniority is earned during the layoff period. For Full-time faculty, accumulated but unused sick leave will be restored, but sick leave does not accrue during the layoff period.

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- G. The College will continue coverage of insurance programs for a laid-off Full-time faculty member for the first thirty (30) days of layoff. Thereafter, any continued participation in the College insurance program is in accordance with the insurance policy, state and federal law and at the Full-time faculty member's expense.

**ARTICLE VIII - LEAVES OF ABSENCE**

**A. Paid Leaves**

1. Sick Leave

a. Full-time Faculty

Full-time faculty shall earn sick leave on the basis of one day of sick leave for every 18 contract days completed. Unused sick leave shall be accumulated without limit.

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.

A statement signed by a licensed physician or other management-approved verification of illness or injury may be required for each period of absence of more than three consecutive days chargeable as sick leave. Licensed physician includes a physician assistant or nurse practitioner working under the physician's license. If the College requires an additional medical examination, it will be at College expense.

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 faculty member can use sick time to make up the difference between the regular salary and workers' compensation benefits. The College will comply with State and Federal Family Medical Leave laws.

Faculty shall comply with College personnel procedures and instructions on the payroll report card for the use of and reporting of sick leave.

b. Part-time Faculty

- (1) After September 1, 1993, Part-time faculty do not accrue sick leave.
- (2) Part-time faculty with accrued but unused sick leave hours will be shown on the college leave accounting records.
- (3) Accrued sick leave can be used for personal illness or for other reasons as required by law.
- (4) The College and the Part-time faculty will jointly make every reasonable effort to reschedule work time missed. Sick pay for those with an accrual will be issued only when the missed work time cannot be rescheduled and made up.

2. Bereavement Leave

- a. Full-time faculty may be absent up to five working days following the death of a member of the immediate family and will receive pay for the time lost from the faculty member's work schedule which cannot be made up. Immediate

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family means spouse or significant other person and, of either the employee or spouse, a child, parents, grandparents, grandchildren, brother or sister.

- b. The College will attempt to reschedule classes missed by Part-time faculty due to a death in the immediate family so that the faculty member will not lose pay.

3. Jury Duty

- a. Full-time faculty 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, will be paid their regular pay for time spent while serving in such capacity, but the employee must submit to the College (1) verification of the jury or witness service and any compensation received, except for expenses.
- b. The College will attempt to reschedule work missed by Part-time faculty due to required jury or witness service so that the Part-time faculty will not lose pay.

4. Military Leave

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, will be granted an unpaid leave 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 ORS 408.225 to ORS 408.290. An employee may choose to use any accrued, unused paid leave for military leave.

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 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 in ORS 408.290. An employee who has worked for CGCC for a period of six months prior to requesting this type of leave is entitled to receive pay for the period during which the employee is on leave.

Military Family Leave

An employee who, on average, performs 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 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 14 days of unpaid leave per deployment. An employee may use any accrued but unused paid vacation or personal leave to which he or she is entitled while on this type of leave.

Leave may be taken intermittently. An employee must notify CGCC of his or her 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.

## **B. Unpaid Leaves**

### **1. General**

Unpaid leaves of absence for periods up to one (1) calendar year may be granted in the discretion of the College for good cause to any faculty upon written request to the President or his 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 days in advance unless an emergency occurs.

The College will make every reasonable effort to fill the position on a temporary basis so that the faculty member can be reinstated at the end of the leave. An inability to fill the position temporarily is grounds for denying the leave. While the faculty member is on leave, if it becomes necessary to fill the position on a non-temporary basis, the College will notify the faculty member before doing so in order to allow the faculty member to decide whether to return early from the leave.

A faculty member who returns from leave will have pre-leave seniority restored. If the leave was for one academic term or less, the faculty member will continue to earn seniority during the leave.

Full-time faculty members will be covered by the health and life insurance programs for up to thirty (30) days while on leave with the College continuing to make the premium payments provided by this agreement. Participation in these insurance programs beyond the thirty (30) days will be at the employee's expense and subject to requirements of the insurance carrier.

Faculty members on leave will 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.

A request for a temporary reduction of hours to accommodate personal, medical or educational needs will 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 faculty or Part-time faculty who have been employed at least nine of the previous 12 terms for up to three terms of unpaid leave for professional development. Approved leave does not constitute a break in seniority, but additional seniority is not earned during the leave.

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3. Parental Leave

A leave of absence without pay shall be granted for parental leave, including for adoption, upon request, for up to one academic term (twelve (12) weeks) in accordance with state law and the regulations of the Bureau of Labor and Industries.

**C. Part-time Faculty**

Part-time faculty will be granted leaves of absence in accordance with the requirements of state and federal law.

**ARTICLE IX - IN-SERVICE, CONTINUING EDUCATION, PROFESSIONAL DEVELOPMENT**

**A. In-Service Education**

In-service programs are formal programs presented by the College with an educational objective. They do not include normal staff meetings unless an in-service component is included in the staff meeting. Full-time and Part-time faculty are expected to attend a reasonable number of in-service programs at the College, including two all-day Saturday in-services during the academic year as part of their regular assignment. Full-time faculty will receive credit toward the number of contract days. Part-time faculty will be paid at the special projects rate. This provision does not prohibit a faculty member from voluntarily attending an in-service program without pay.

**B. Continuing Education**

Faculty may request leave for attendance at job-related educational programs. If the request is granted, the College will inform the faculty what expenses, if any, will be paid by the College for travel, registration, materials and related expenses.

**C. Professional Development**

1. Full-time faculty will complete the College orientation program during the first year of probationary employment. The faculty and Chief Academic Officer and/or Instructional Director will develop a professional development plan, which can include assignment of other faculty to assist the probationary faculty and additional credit hours in evaluation techniques, organization of instruction or development of instructional materials. The plan will be reviewed and updated annually throughout the probationary period as part of the evaluation process.
2. Full-time regular faculty, in conjunction with the Chief Academic Officer and/or Instructional Director, will maintain a professional development plan which will be for one, two or three academic years per plan. During spring term, the faculty's recommended plan for the following academic year will be submitted to the Chief Academic Officer and/or Instructional Director for review, revision and approval. It will include a statement of professional goals and activities to be taken to achieve those goals. Each year during spring term, the faculty will report to the Chief Academic Officer and/or Instructional Director in writing on progress in completing the goals and activities. The report will include written documentation (e.g., transcription) verifying the activities taken to complete the plan.

**ARTICLE X - TUITION WAIVERS**

- A. Tuition shall be waived for Full-time faculty, spouse or eligible children who attend classes at the College. This article does not apply to fees such as laboratory fees and seminar fees when attendance at the seminar results in an additional cost to the College.
  - 1. Full-time Faculty
    - a. Faculty - up to eight credit hours per quarter.
    - b. Spouse and dependent children - up to 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 Faculty
    - a. Tuition shall be waived for the Part-time faculty who attends classes at the College up to six (6) credit hours per quarter in which the employee is working.
    - b. The Part-time faculty's spouse and dependent children may use the credit hours which are not used by the faculty in a term.
- B. Dependent children are those who are under 24 and as defined by the Internal Revenue Service. Eligibility will be determined by reference to faculty member's last federal tax return.
- C. Classes may be taken with or without credit.
- D. Registration shall be in accordance with the College's registration schedule and procedure.
- E. It is understood that no course will be conducted which would not have met without the enrollment of such tuition waiver students and 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 will 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.

**ARTICLE XI - EVALUATION**

A. Evaluations are for constructive employee development and are not considered discipline. However, deficiencies identified in the evaluation can also be addressed by disciplinary action when appropriate. An unsatisfactory evaluation may be cause for development of a performance improvement plan or nonrenewal of probationary faculty. The Chief Academic Officer and/or Instructional Director may conduct a management evaluation. In doing so, he or she may use data from any sources the Chief Academic Officer and/or Instructional Director determines appropriate, including work area or classroom visitation, input from students, other faculty, and the faculty being evaluated.

Full-time and Part-time, shall be evaluated at any time there is a clear indication of professional performance problems, and they may be evaluated at other times upon the request of the faculty member or as determined by Management.

1. The faculty and Instructional Director and/or Chief Academic Officer or designee will confer about the evaluation process in advance. For non-probationary faculty this meeting will occur at least sixty days before the evaluation. For probationary Full-time faculty, this meeting will occur whenever possible by the fourth week after initial employment.
2. The Instructional Director and/or Chief Academic Officer will meet with the faculty member to discuss evaluation results and will prepare a written report of the evaluation conference. The report will be forwarded to the Chief Academic Officer if the report is prepared by an Instructional Director. Faculty will be given a copy of any evaluation conference report and may append to it and/or discuss it with their supervisor. A copy of the evaluation report will be placed in the faculty's personnel file along with appendices attached by the faculty member.

B. Part-time faculty evaluations will consist of the following steps:

1. First term: The first term evaluation will be a faculty peer observation and will not be placed in the faculty member's file.
2. Second term: A formal evaluation by supervisor or designee using the CGCC Classroom Observation Form is conducted. The observation is discussed with the faculty member and a written copy given to the faculty member and another placed in their file.
3. Third term: A self-evaluation by the faculty is conducted including responses to the previous evaluation(s) and a portfolio (course syllabus, assessment tool(s), Quality Matters reviews, professional certifications and anything else the instructor wants to include) begun. Both items will be placed in the faculty member's file by the fourth week of the term. By the eighth week of the term either the Instructional Director or the appropriate department chair will provide a written response or, at the request of the faculty member, meet with the faculty member to discuss their self-evaluation.

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4. The next three terms are observation free. The next observation will take place at a minimum of one formal evaluation (by supervisor or designee) every seven to nine terms of the faculty's active teaching terms. Between the fourth and sixth terms in which the faculty member is actively teaching, they will be asked to select a class taught by a fellow faculty member and observe it. The observing faculty member will produce a written self-evaluation based on their experience as an observer which will be placed in their file. Upon request by the faculty member, the self-evaluation will be discussed with either their department Chair or their Instructional Director.
5. Between the seventh and ninth terms in which the faculty member is actively teaching, another observation will be conducted. It will be a formal evaluation (by supervisor or designee) and the observation will be discussed with the faculty member and a written copy of the observation given to the faculty member and another placed in their file. By the fourth week of the next term after the observation takes place, the faculty member will provide a self-evaluation which includes a response to the observation which will be placed in their file. By the eighth week of the same term either the Instructional Director or the appropriate department chair will provide a written response or, at the request of the faculty member, meet with the faculty member to discuss their self-evaluation.
6. After their ninth term of teaching for the college, part-time faculty will be evaluated on an ongoing basis at least every fifteen terms, Such evaluations will be formal with written copies provided to the faculty member and placed in their file. Self-evaluations from the faculty member will be required by the fourth week of the term subsequent to that in which they were evaluated and should include a response to their most recent evaluation. The self-evaluations will be placed in the faculty members file. Part-time faculty members will be asked to update their portfolio at this time should they so desire. By the eighth week of the same term either the Instructional Director or the appropriate department chair will provide a written response or, at the request of the faculty member, meet with the faculty member to discuss their self-evaluation.
7. The Instructional Directors and the Chief Academic Officer have the right to determine class schedules to meet student and program needs, based on available resources. Part-time faculty who have successfully completed the evaluation process of their nine terms will be given first consideration for class assignments for the class(es) he or she has taught within the last three (3) terms at the college as long as he or she is in compliance with academic and personnel policies of the college or if it is necessary to assign the class to a full-time faculty to maintain a full-time workload. The Instructional Directors and Chief Academic Officer retain the right to not give first consideration if the instructor is not in compliance with the above policies or is in a work improvement process.

First consideration, determined on an annual academic year, include the following steps:

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- a. Once the annual class schedule has been determined by the Department Chair, Instructional Directors, Student Advisers and Chief Academic Officer, the faculty member meeting the above requirements will be contacted each term in an academic year by phone or mail to ask the instructor to teach the determined classes based upon the annual class schedule.
- b. If the instructor chooses not to teach that term, they will retain the right of first consideration for classes previously taught for the remainder of the academic year.

The Labor Management Committee will review the policies and procedures developed by the college regarding implementing the notice requirements of subparagraph (a.) of this section.

C. Probationary full-time faculty are evaluated annually for the first three years as a probationary faculty on the following four categories: a.) instruction, b.) instruction-related activities, c.) institutional service, and d.) professionalism. At least one professional goal relative to these categories will be included each year as part of the faculty member's development and evaluation plan. In addition to the process outlined in paragraphs 1 through 3 in this section, Probationary full-time faculty may choose to include the process outlined for regular status full-time faculty in their evaluation. The evaluation steps include the following:

1. A classroom observations conducted by the Chief Academic Officer (CAO) or Instructional Director. The CAO or Director will hold a pre-observation visit to determine the date for the observation and set the post-observation visit date at which time the written observation will be reported.
2. The faculty member will prepare a portfolio by March 1<sup>st</sup> of each year that will include a representative course syllabi; analysis of student course evaluations; evidence of special classroom projects, assignments, or innovative teaching methods; description of teaching style and reflection on strengths and areas of improvement; evidence and analysis of institutional service; evidence and analysis of professionalism; progress on professional goals from the professional development plan; and other faculty selected samples of their or their students' work if they so choose.
3. By March 31<sup>st</sup> of each year of the probationary period, the Chief Academic Officer or Instructional Director will arrange an evaluation review conference to discuss the portfolio and goals for the following year. At the end of a successful probationary period, a written memo is sent to the Business and Human Resources Offices by the CAO or Director indicating the faculty member has moved to regular status. If the evaluation process indicates, the probationary period may be extended one more year.

D. Full-time temporary faculty may choose to follow the evaluation steps of a probationary full-time faculty. If the temporary full-time faculty attains probation status, any completed evaluation steps shall be counted towards fulfillment of their probation status.

E. Full-Time Evaluation: Regular Status

Regular full-time faculty will be evaluated every five years.

The evaluation steps include the following:

1. A class observation conducted by the instructional director, department chair, or designee. The director/department chair or designee will hold a pre-observation visit to determine the date for the observation and set the post-observation visit date at which time the written observation will be reported.
2. The College will notify affected faculty of their responsibility to produce a portfolio by December 31<sup>st</sup> of the academic year in which an evaluation is to take place. The faculty member will prepare a portfolio by March 1 that will include a representative course syllabi; analysis of student course evaluations; evidence of special classroom projects, assignments, or innovative teaching methods; description of teaching style and reflection on strengths and areas of improvement; evidence and analysis of institutional service; evidence and analysis of professionalism; progress on professional goals from the professional development plan; and other faculty selected samples of their or their students' work of they so choose.
3. By March 31 of an evaluation year, the instructional director, department chair, or designee will arrange an evaluation review conference to discuss the portfolio.

Any time there is a clear indication of professional performance problems, and upon request of faculty member or as determined by Management, the evaluation steps for regular status full-time faculty are as follows:

1. A class observation conducted by the institutional director, department chair, or designee. The director, department chair or designee will hold a pre-observation visit to determine the date for the observation and set the post-observation visit date at which time the written observation will be reported.
2. Peer evaluation by two faculty. One peer is selected by the faculty being evaluated and the other selected by the Instructional Director or Chief Academic Officer. Each party can exercise a veto of the other's choice of a peer evaluator.

or

3. Self evaluation.

Instead of peer evaluation, a full-time faculty may choose alternative evaluation techniques provided they are consistent with the purpose of evaluation and approved by the college.

4. The faculty instructional director, department chair, or designee will confer about the evaluation process in advance. The meeting will occur at least sixty days before the evaluation.
5. The instructional director, department chair, or designee will meet with the faculty member to discuss evaluation results and will prepare a written report of the

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evaluation conference. The report will be forwarded to the Chief Academic Officer. Faculty will be given a copy of any evaluation conference report and may append to it and/or discuss it with their supervisor. A copy of the evaluation report will be placed in the faculty's personnel file along with appendices attached by the faculty member.

Each year, Regular full-time faculty will maintain an annual professional development plan and provide a written report to the Instructional Director and/or CAO by March 1. The plan includes an assessment of the achievement of the previous year's professional goals and a statement of goals and activities to be taken for the next year. The Director and/or CAO will meet with the faculty no later than March 31 to review, revise, or approve the plan.

**ARTICLE XII - PERSONNEL FILES**

- A. An official personnel file will be maintained for each faculty member and will contain the official personnel documents, not including confidential medical or grievance documents. Anonymous material will not be made part of the personnel file unless it has been corroborated. Documents relating to the faculty's qualifications, performance or professional career shall not be removed from the personnel file, unless the faculty member is notified in advance. The material removed will be given to the faculty member.
- B. Faculty will have access to their own personnel file upon request and may have copies of any material included in the file, upon payment of the copying cost. A faculty member will be allowed to comment in writing on any material in his or her file and the comment will be appended to and become part of the file.
- C. Before being placed in the personnel file, documents relating to evaluation or discipline shall be signed or initialed by the faculty, indicating that the document has been read.

**ARTICLE XIII - DISCIPLINE AND DISCHARGE**

- A. Discipline shall be for just cause only. No regular Full-time faculty member shall be dismissed except for just cause. A Part-time faculty member shall not be dismissed before the end of an academic term without just cause. A temporary faculty member shall not be dismissed before the end of the temporary assignment without just cause.
- B. Faculty have a right to union representation during any investigatory meeting with College management which reasonably may lead to discipline. Unless it is an emergency or the employee is willing to proceed without representation, the College will permit the faculty member reasonable time in advance of the meeting to confer with the Union representative.
- C. Copies of any disciplinary notices will be given to the Union.
- D. Discipline will be imposed only in private in an area away from other employees, students, or the public.
- E. A reprimand will be removed from the personnel file at the end of the 12-month period after issuance of the reprimand if no other written discipline has been imposed during that period, whenever a faculty member makes such a request. However, that request may be denied by the College when the reprimand was for behavior which creates a risk to another person or which creates potential liability on the part of the College.

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**ARTICLE XIV - COMPENSATION**

**A. Salary**

1. Full-time faculty salaries

- a. Full-time faculty in steps 1 - 14 who worked at least two of the three normal academic terms (fall, winter, spring) will advance one step placement each year. The fifteen step base annual salary rate for full-time faculty shall be as follows:

	<b>Effective</b>	<b>9/1/2012</b>	<b>9/1/2013</b>	<b>9/1/2014</b>
Step 1	Annual	39,426.93	40,116.90	40,718.65
	Monthly	3,285.58	3,343.08	3,393.22
	Daily	219.04	222.87	226.21
Step 2	Annual	41,219.09	41,940.42	42,569.53
	Monthly	3,434.92	3,495.04	3,547.46
	Daily	228.99	233	236.5
Step 3	Annual	43,011.23	43,763.93	44,420.39
	Monthly	3,584.27	3,646.99	3,701.70
	Daily	238.95	243.13	246.78
Step 4	Annual	44,731.65	45,514.45	46,197.17
	Monthly	3,727.64	3,792.87	3,849.76
	Daily	248.51	252.86	256.65
Step 5	Annual	46,520.93	47,335.05	48,045.08
	Monthly	3,876.74	3,944.59	4,003.76
	Daily	258.45	262.97	266.92
Step 6	Annual	48,381.78	49,228.46	49,966.89
	Monthly	4,031.82	4,102.37	4,163.91
	Daily	268.79	273.49	277.59
Step 7	Annual	50,317.05	51,197.60	51,965.56
	Monthly	4,193.09	4,266.47	4,330.46
	Daily	279.54	284.43	288.7
Step 8	Annual	52,329.72	53,245.49	54,044.17
	Monthly	4,360.81	4,437.12	4,503.68
	Daily	290.72	295.81	300.25
Step 9	Annual	54,422.93	55,375.33	56,205.96
	Monthly	4,535.24	4,614.61	4,683.83
	Daily	302.35	307.64	312.26
Step 10	Annual	56,599.83	57,590.33	58,454.18
	Monthly	4,716.65	4,799.19	4,871.18
	Daily	314.44	319.95	324.75
Step 11	Annual	58,863.83	59,893.95	60,792.36
	Monthly	4,905.32	4,991.16	5,066.03
	Daily	327.02	332.74	337.74
Step 12	Annual	60,924.07	61,990.24	62,920.09
	Monthly	5,077.01	5,165.85	5,243.34
	Daily	338.47	344.39	349.56

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Step 13	Annual	63,056.41	64,159.90	65,122.30
	Monthly	5,254.70	5,346.66	5,426.86
	Daily	350.31	356.44	361.79
Step 14	Annual	65,263.39	66,405.50	67,401.58
	Monthly	5,438.62	5,533.79	5,616.80
	Daily	362.57	368.92	374.45
Step 15	Annual	67,547.60	68,729.68	69,760.63
	Monthly	5,628.97	5,727.47	5,813.39
	Daily	375.26	381.83	387.56

2. Overloads

- a. Overloads shall be compensated at the applicable rate from the pay scale for Part-time faculty.
- b. Overloads shall be calculated per term. Extra compensation for the overload credit hours will 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.

3. Course Development – Regular, On-line and Hybrid

Faculty developing a new course, either regular or online, will be compensated at the credit rate or be given release time at the credit equivalent of the course being developed. A hybrid course will be compensated at the credit rate or be given release time at the equivalent of the percentage of the course being delivered online (hybrid courses are those in which up to 75% of the content is delivered online). Faculty members are required to complete the Quality Matters Standards or other designated training while developing and offering the course.

4. Initial step placement

- a. Initial salary placement of new Full-time faculty will be determined by educational qualifications and experience.
- b. Faculty who meet minimum education and/or experience requirements to teach in a specific field shall be placed at Step 1 unless a higher placement is necessary to fill the position.
- c. For faculty with prior paid employment as a community college instructor in the same field in another professional, business, or industrial position which the College determines is significantly related to the work assignment, credit for initial salary placement shall be granted, based on one additional step for each two full years of Full-time employment. Similar Part-time experience can be included in determining the initial placement if the College determines the Part-time experience is a significant benefit to the work assignment.

5. Part-time faculty salaries:

- a. Part-time faculty shall be compensated according to their work assignments as shown on the Part-Time Faculty Schedule on page 30-31.

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- b. Part-time faculty who are paid according to the rate for lecture credit, lecture lab, or credit lab hours will advance to Level II after the term in which the faculty completes 40 credit hours or their equivalent hours. Part-time faculty will advance to Level III if they have completed 80 credit hours or their equivalent hours. Part-time faculty will advance to Level IV if they have completed 120 credit hours or their equivalent hours. Effective September 1, 20012 Part-time faculty will advance to level VI if they have completed 320 credit hours or their equivalent hours.
- c. BSD, ABE, GED and ESL classes taught on a non-credit basis shall be compensated on an 80% lecture rate and 20% credit lab rate per each contact hour.
- d. When the College cancels a class or work assignment, Part-time faculty shall be paid for all classes met or days worked prior to the cancellation. If the notice of class cancellation is issued less than three working days before the first class meeting, the Part-time faculty shall be paid for contact hours scheduled for the first week of sessions.

<b>Part-Time Faculty Pay Schedules</b>	<b>Effective</b>	<b>9/1/2012</b>	<b>9/1/2013</b>	<b>9/1/2014</b>
<b>Lecture Credit and BSD Lecture (ABE, GED and ESL)</b>				
Level 1	Per Credit	523.46	532.62	540.61
	Per Hour	43.62	44.39	45.05
Level 2	Per Credit	554.87	564.58	573.05
	Per Hour	46.24	47.05	47.75
Level 3	Per Credit	588.17	598.46	607.44
	Per Hour	49.01	49.87	50.62
Level 4	Per Credit	623.45	634.36	643.88
	Per Hour	51.95	52.86	53.66
Level 5	Per Credit	660.86	672.43	682.52
	Per Hour	55.07	56.04	56.88
Level 6	Per Credit		712.78	723.47
	Per Hour		59.40	60.29
<b>Lecture Lab (Only Math classes 60, 65, 95, 211 212, 213)</b>				
Level 1	Per Hour	34.89	35.50	36.03
Level 2	Per Hour	37.00	37.65	38.21
Level 3	Per Hour	39.21	39.90	40.50
Level 4	Per Hour	41.56	42.29	42.92
Level 5	Per Hour	44.06	44.83	45.50
Level 6	Per Hour		47.52	48.23

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Credit Lab and BSD Lab (ABE, GED and ESL)				
Level 1	Per Hour	33.24	33.82	34.33
Level 2	Per Hour	35.25	35.87	36.41
Level 3	Per Hour	37.35	38.00	38.57
Level 4	Per Hour	39.60	40.29	40.89
Level 5	Per Hour	41.98	42.71	43.35
Level 6	Per Hour		45.27	45.95
Independent Study: Hours will be determined by the Chief Academic Officer in consultation with the instructor.				
Level 1	Per Hour	43.62	44.39	45.05
Level 2	Per Hour	46.24	47.05	47.75
Level 3	Per Hour	49.01	49.87	50.62
Level 4	Per Hour	51.95	52.86	53.66
Level 5	Per Hour	55.07	56.04	56.88
Level 6	Per Hour		59.40	60.29
Alternative Instructional Delivery: Hours will be determined by the Chief Academic Officer in consultation with the instructor.				
Alternative Instruction	Per Hour	33.24	33.82	34.33
Writing Increment	Per 4 Credits	571.45	581.45	590.17
Other:				
Tutor Rate	Per Hour	21.28	21.65	21.97
Special Projects Rate	Per Hour	21.28	21.65	21.97
Compensation for Basic Skills Development (ABE, GED and ESL) is calculated at 80% lecture time and 20% lab time. For example, an instructor teaching 10 contact hours will receive compensation for 8 lecture hours and 2 lab hours.				
BSD (Basic Skills Development) ABE/GED/ESL/HSC				
Level 1 Blended Rate	Per Hour	41.54	42.28	42.91
Level 2 Blended Rate	Per Hour	44.04	44.81	45.48
Level 3 Blended Rate	Per Hour	46.68	47.50	48.21
Level 4 Blended Rate	Per Hour	49.48	50.35	51.11
Level 5 Blended Rate	Per Hour	52.45	53.37	54.17
Level 6 Blended Rate	Per Hour		56.57	57.42

**B. Payroll and Timekeeping**

1. Checks.

- a. Payroll checks will be issued monthly on the last day of the month or the nearest work day. Checks will indicate the employee's gross and net pay, taxes and other deductions, sick leave and vacation accrual, and holiday pay. The Employer will continue to use every reasonable effort to make the checks available by noon on paydays.
- b. Errors in paychecks should be brought to the attention of the supervisor. When practicable, the employee may return the erroneous paycheck, and a replacement will be issued. Otherwise, corrections will be made on the next paycheck.

2. Timekeeping.

Each employee is responsible for completing their own time records for submission in advance of the payroll period. The supervisor will not make any changes in the time records without notice to the employee. Errors in time records should be brought to the attention of the supervisor.

3. Direct Deposit.

If sufficient employees are interested and the cost is reasonable, the Employer will arrange to make direct deposit available to employees on a voluntary basis.

**ARTICLE XV - HOLIDAYS AND PERSONAL DAYS**

**A. Holidays**

1. Full-time faculty shall receive four holidays off work without loss of pay during the normal 180 work year. Those holidays will be the first four holidays occurring during the faculty member's work year, from the following list:
  - Labor Day
  - Veterans' Day
  - Thanksgiving
  - Day after Thanksgiving
  - New Year's Day
  - Memorial Day
  - Independence Day
2. When a holiday occurs on Saturday, the preceding Friday will be observed as the holiday. When a holiday occurs on Sunday, the following Monday will be observed as the holiday.
3. If a holiday occurs while the Full-time faculty is on sick leave, the day will be classified a holiday and will not count against the faculty's accrued sick leave.

**B. Personal Days**

1. Full-time faculty may take up to three days of personal leave in an academic year without loss of pay. Personal leave may be requested for personal business, medical appointments, and other personal needs that cannot be handled outside the normal workday. Personal leave is not granted for the purpose of vacation or recreational activities.
2. Except in an emergency, faculty shall submit written requests for such leave to the Dean 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. Except in emergency situations, personal leave shall not be granted during the first week of classes, during final week of classes, or for (a) work day(s) scheduled during a registration period.

**C. Temporary Closure**

1. In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency, Management may delay opening and/or close some or all College operations.
2. Delayed opening or early, partial or complete closing of the College will not reduce compensation of Full-time faculty. Full-time faculty are expected to make up missed classes. The College will attempt to reschedule work missed by Part-time faculty so as to maintain their normal income level.

**ARTICLE XVI - INSURANCE AND RETIREMENT**

**A. Health, Vision and Dental Insurance**

1. Full-time Faculty

- (a) The present group health/vision/dental insurance plan or a comparable plan will remain in effect.
- (b) The Employer will pay 100% of the monthly employee premium and 75% of the dependent premium. This payment will go toward the monthly premium for full-time employees who participate in the program.
- (c) The College will continue to pay the same premium for coverage of insurance programs for a full-time faculty member whose status has been reduced to part-time for one additional month following their reduction in status from full-time, provided that the faculty member pays her/his share of the premium.

2. Part-time Faculty

The Union shall continue to administer a fund for purposes of reimbursement of health care premiums for part-time faculty bargaining unit members in accordance with the terms of this Article.

The college will provide to the fund within 45 days of ratification of this Agreement by both parties, and thereafter for the duration of this Agreement within 45 days of the anniversary of the effective date of the Agreement. A Union committee will be established to define the terms of the administration of the fund including how and when allocations will be made. On September 1, 2012 the fund will be \$27,200, on September 1, 2013 the fund will be \$29,233, and on September 1, 2014 the fund will be \$31,425.

- a) The Union will make allocations each term based on criteria developed by the committee. Part-time faculty shall be reimbursed by the Union from the fund upon submitting evidence of payment or an invoice for their premium. The Union will submit to the College a record of disbursements from and remaining balance in the fund within ten (10) days after the end of each calendar quarter.
  - b) Each year, if all of the fund amount is not utilized, the remainder will be held in the fund and the subsequent year's contribution by the College will be reduced by that amount.
  - c) The fund may be audited annually by the College.
3. During 2008, the Union and the Employer agree to re-open this article for the sole purpose of negotiation over part-time faculty health insurance benefits. If the parties can not reach an agreement during these negotiations then the status quo shall remain in effect.

**B. Full-time Faculty Life and Accidental Death and Dismemberment Insurance**

The present group life and accidental death and dismemberment insurance program or a comparable program will remain in effect and will cover all Full-time faculty. The life insurance coverage is \$10,000. The premium shall be paid by the Employer.

**C. Full-time Faculty Long-Term Disability Insurance**

The present or a comparable group long-term disability insurance program will remain in effect and will cover all Full-time faculty. The premium shall be paid by the Employer.

**D. Retirement**

Faculty will be covered by the Oregon Public Employees Retirement System (PERS) and all new employees hired after August 29, 2003 will be covered by the Oregon Public Service Retirement Plan (OPSRP). The Employer will pay its contribution required under the plan.

**E. Mandatory Benefits**

The Employer will continue to comply with federal and state law pertaining to participation in the social security system, unemployment insurance and workers' compensation insurance.

**F. Program Copies**

The Union will be provided copies of the health, medical, dental, life, disability and any other group insurance programs covering faculty.

**ARTICLE XVII- EXPENSES**

**A. Mileage**

Travel by personal automobile on business for the Employer, including travel between work sites, shall be reimbursed at the rate allowed by the Internal Revenue Service (IRS).

**B. Out-of-District Travel**

The Employer will reimburse employees' reasonable amounts incurred for any travel and expenses assigned or approved by the Employer in advance, including transportation, meals, lodging and associated fees or registrations. When the personal automobile is used for transportation, the mileage rate in Section A will apply.

**ARTICLE XVIII - HEALTH AND SAFETY**

A. The Employer shall follow all applicable health and safety laws and regulations. An employee who believes an unsafe or unhealthy condition exists shall notify her supervisor of the condition and why she believes it to be unsafe or unhealthy. All unsafe or unhealthy conditions shall be reasonably addressed by the Employer as soon as practicable.

B. Work-Related Injury or Illness

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 Employer will provide reasonable assistance to the employee for her application for claims for disability insurance and worker compensation.

C. The College will 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. Notwithstanding any other provision in this Agreement, the decision to make or refuse any reasonable accommodation (or to take any other action) to fulfill legal obligations imposed by the Americans With Disabilities Act which would require a waiver of any provision of the collective bargaining agreement shall be made by a bipartisan committee composed of two (2) representatives from the employer and two (2) representatives from the Union. By majority vote, the number of individuals on this committee may be expanded.

1. Any action proposed to be taken by the College in accordance with the Americans With Disabilities Act which would violate the collective bargaining agreement shall be referred to this bipartisan committee before the action is taken. The committee members shall be provided the documentary or other information concerning the action proposed to be taken.
2. After a reasonable opportunity to both evaluate and investigate this proposal, the bipartisan committee shall meet and resolve, by majority vote, how to handle the proposed action.
3. The decision of this bipartisan committee shall not constitute a violation of this Agreement nor shall it be considered a mid-term modification of this Agreement.
4. In the event the bipartisan committee is deadlocked and the employer unilaterally takes action, such action may be contested through the grievance and arbitration provision of Article III.

**ARTICLE XIX - ACADEMIC FREEDOM**

Each faculty member is entitled to and responsible for protecting freedom in the classroom in discussion and presentation of the subject taught. Each faculty member is also a citizen of the nation, state, and community, and when speaking, writing or acting as such shall be free from institution censorship. The faculty should avoid, however, creating the impression of speaking or acting for the College when speaking or acting as a private person. It is recognized that the personal life of a faculty member is not an appropriate concern of the College except as it limits the faculty member's effectiveness in his/her position.

**ARTICLE XX - COMMITTEES**

- A. The College recognizes the important role faculty play in College committees related to College instructional programs, faculty and facilities. Full-time faculty members are expected to devote a reasonable amount of time within their normal workload to serve on these College committees without additional compensation. As much as possible, committee assignments will be spread among Full-time faculty members.
- B. 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 will receive additional compensation at the special project rate specified in the compensation provision. This provision does not prohibit Part-time faculty members from participating in committees on a voluntary unpaid basis. 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 as specified in Article XIV.
- C. A screening committee shall be established to screen applicants for Full-time faculty positions. The screening committee will include at least one Full-time faculty member who is willing to serve without additional compensation. If no qualified Full-time faculty member is available or able to serve, the College may proceed with the committee process without faculty involvement. The screening committee will make unranked recommendations (usually three) to the President or his designee.
- D. 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 will receive additional compensation in accordance with the compensation article for the number of hours authorized or use those days as part of the 180-day contract.
- E. Until the College receives its own accreditation, it will continue to permit and support participation by Full-time faculty with approval of the Dean in Subject Area Curriculum meetings of Portland Community College. When the College receives its own accreditation, the College and Union will negotiate over participation of College faculty in College Subject Area Curriculum Committees.

**ARTICLE XXI - 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 Employer 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 XXII - FUNDING**

The economic provision contained in this agreement for the period from July 1, 2012 to June 30, 2015 are based on the expectations and conditions that the amounts of annual revenue distributed to the College 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 XXIII - MANAGEMENT RIGHTS**

- A. Management retains full right and authority to manage and administer the College and its staff. This includes, but is not limited to, establishment and management of properties, resources, and facilities; determination of the administrative organization; determination of the financial policies of the College; the appointment, direction, evaluation, discipline, and supervision of employees; the right to determine educational programs, curriculum, and services of the College; and the number and location of job positions required. 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 XXIV - MISCELLANEOUS**

**A. Change of Address**

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

**B. Copyrights and Patents**

1. The ownership of any materials, processes or inventions developed solely by a faculty's individual effort and expense shall vest in the faculty and be copyrighted or patented, if at all, in the faculty'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 will agree in advance and in writing on the ownership of jointly developed materials, processes or inventions.

**C. Equipment, Supplies, Facilities and Services**

1. Consistent with available facilities and resources, the College will make every effort to provide office space, and furniture for preparation, evaluation and student conferences. This will include access to a desk or work table, mailbox, telephone, computer and printer.
2. The equipment and supplies for the performance of the job will be provided by the employer.
3. 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.
4. 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 his designee. Access may be possible, provided that arrangements are made in advance with the Chief Academic Officer or Instructional Director. Faculty who request them, shall be issued keys to their individual office areas.

**D. Existing Benefits**

This Agreement modifies or replaces the Employer'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 Portland Community College do not establish the past practice or the "status quo" applicable to the faculty.

E. Gender Construction

Whenever the masculine or feminine gender is used in this Agreement, each also shall mean the other.

F. Labor-Management Committee

A Labor-Management Committee shall be established. The committee is established by the Employer and the Union from a desire 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.

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.

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. Committee discussions shall not be publicized except for those recommendations which have been mutually agreed.

The committee shall be composed of persons from the bargaining unit and the Employer and shall meet on a continuing basis at the request of either party during the period of this Agreement.

G. Resignation

Whenever possible, Full-time faculty will 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.

H. Voluntary Payroll Deductions

The employer shall permit voluntary payroll deductions for approved tax sheltered annuities, life insurance and other mutually agreed deductions.

I. Zipper Clause

The parties agree that they have had full opportunity to negotiate over mandatory subjects of bargaining and that all agreements reached during the bargaining are reflected in this Agreement. During the term of the Agreement, neither party is required to bargain further over any subjects addressed in this Agreement.

**ARTICLE XXV - 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 Employer 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.

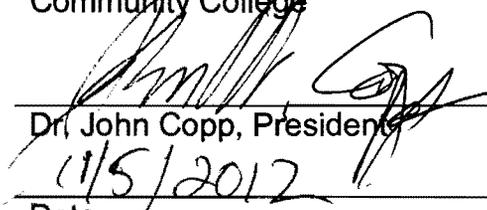
FACULTY COLLECTIVE BARGAINING AGREEMENT

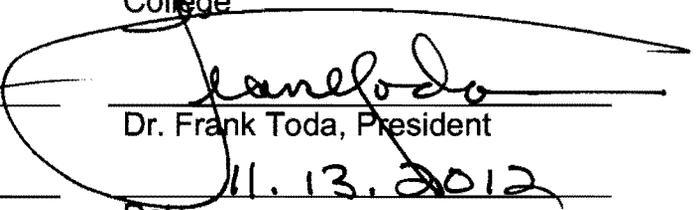
**ARTICLE XXVI- DURATION**

This Agreement is effective as of July 1, 2012, and shall continue in full force and effect through June 30, 2015.

FOR THE UNION  
United Employees of Columbia Gorge  
Community College

FOR THE EMPLOYER  
Columbia Gorge Community  
College

  
\_\_\_\_\_  
Dr. John Copp, President

  
\_\_\_\_\_  
Dr. Frank Toda, President

11/5/2012  
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Date

11.13.2012  
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Date