



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, 2022 through June 30, 2025

FACULTY COLLECTIVE BARGAINING AGREEMENT

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FACULTY COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 - AGREEMENT

This Agreement is made and entered into this 1st day of July 1, 2022, 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 ("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:
 - a. Full-time instructors;
 - b. Part-time instructors who teach credit courses; and
 - c. Part-time instructors who teach non-credit courses in adult basic education, GED, English as a second language.
2. The following employees are excluded from the bargaining unit:
 - a. Instructors of other non-credit courses;
 - b. Professional support staff;
 - c. Administrators;
 - d. Confidential employees;
 - e. Supervisors;
 - f. Classified employees;
 - g. Instructors of courses that are subcontracted by or for business, industry, or agencies.

- B. Multiple Roles. 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.

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- C. **New and Modified Positions.** The College will notify the Union upon creation of new positions covered under Section A above. The Union and the College 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 ten (10) business days from the time of the College's notice. Compensation issues will be resolved according to the provisions of Article 15, 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.
- D. **Distribution of Agreement.** The College will distribute a copy of the Collective Bargaining Agreement and a membership application to all new employees in positions covered by this Agreement. The College will make the Collective Bargaining Agreement available electronically through the College website. Printed copies will 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. 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 during the onboarding process. Such authorization shall be terminable upon such notice as is specified in the authorization. The College shall deduct such authorized amount each pay period from each employee's compensation and remit such amounts monthly to the Union.
 - 2. Employees terminating with less than ten (10) working days in any pay period will not be subject to dues deduction for that pay period.
 - 3. The College will not be held liable for check off errors but will make proper adjustments with the Union for errors as soon as is practicable if notified within ten (10) working days of the error. In no case shall such an adjustment extend beyond the following pay period.
 - 4. The Union agrees to indemnify, defend, and hold the College harmless from and against any and all claims, suits, orders, or judgments brought against the College as a result of the College's compliance with the provisions of this Article and to reimburse any fees, costs, or expense incurred by the College in connection with the same. Notwithstanding the foregoing, the College will cover its costs associated with notifying the Union of any such claim.
 - 5. The College shall notify the Union President or their 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 within the first

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month of employment. However, the College shall not pay additional compensation to employees for compliance with this provision.

B. Union Interests

1. **Bulletin Boards.** The College will provide a bulletin board in the mail room for use by the Union.
2. **Board Material.** The College will 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 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.
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 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 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 will provide space on The Dalles campus to the Union for the purpose of storing Union records and files. If possible, the College will provide a space adequate for storage and conducting Union business. The College will not provide office furniture or equipment. The location of the space will be determined by the College.**

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C. Union Activities

Faculty 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 representatives for business related to the administration of this Agreement.

ARTICLE 4 - 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 College. A grievance may be filed by the Union when the Union alleges a violation by the College 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 College 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.

B. Procedure. Grievances shall be subject to the following procedure

1. Step One: Informal Resolution: An employee or representative 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: The aggrieved employee shall submit the grievance in writing to their supervisor. The grievant shall submit in writing to their supervisor within fifteen (15) business days of its occurrence or fifteen (15) business days on which the employee first had, or with the exercise of due diligence reasonably should have had, knowledge of the occurrence, or is the informal step outlined above was unsuccessful, 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 representative 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.

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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 Chief Academic Officer, will respond within ten (10) business days of receipt of grievance.
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 Employer 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 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 (ERB) 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. The request to the ERB shall be submitted within fifteen (15) days of the notice to arbitrate. The parties will select the arbitrator from the list within ten (10) business days from 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 day of the notice of arbitration. When the arbitrator is not available within those sixty (60) days the parties will 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 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.
 - e. 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.
 - f. Grievances involving discipline or discharge shall begin at Step Two.

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- g. A grievant may have a Union representative present at any step of the procedure.
- C. Time Limits: All time periods in this Article are business days, meaning Monday through Friday, excluding holidays. The time periods specified in the Article may be extended or modified by written agreement. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned. If at any step of the grievance procedure the College fails to issue a response within the time limits set forth in the Article, the grievance will be advanced to the next step. Time limits at any step may be modified by mutual written agreement. 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. All timelines outlined above are subject to a three-year time limit.

ARTICLE 5 - 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.

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 non-renewed at the discretion of the College. 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.
5. Employees in good standing who have completed the probationary period who resign and are re-hired within four (4) years will not be required to serve additional probation.

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.

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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, and those employed in a full-time grant-funded role for any period of time, 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, will be still subject to the evaluation process outline in Article 12, Evaluation. Temporary faculty are not eligible for chair duties.

ARTICLE 6 - 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 7 - WORK YEAR AND WORKLOAD

The primary responsibility of all faculty, whether full-time or adjunct, is the facilitation of student learning, which may include a broad array of job elements, each containing several facets, dependent upon the specific faculty assignment. The following job elements and activities describe the expectations of faculty responsibilities.

- 1. Teaching. Responsible for subject matter mastery, curriculum revision as it relates to instructional design and delivery, assessment of student learning, establishing a positive learning environment, and completing related administrative requirements. (i.e., program-related administrative tasks, instructional support, consultation with students outside the classroom, office hours.
- 2. Learner Development. Activities which result in a student's personal, social, academic or career-oriented growth. These may include, but are not limited to, recruitment-retention, faculty mentoring, and student club sponsorship.
- 3. Communication, Collaboration and Professionalism. Involvement with internal and external constituencies to improve the quality of teaching, learning and the work

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environment of the college. Responsible for demonstrating professional and collegial attitudes and abilities which contribute to the growth and wellbeing of the department and the college.

4. Community Partnerships. Active in developing partnerships with individuals, groups and organizations outside of the college. Activities may include the development and oversight of grants and contracts, leadership and management of joint activities, facilitation of coordinated services, planning and presenting workshops, and serving on boards and job-related committees.
5. Professional Development. Activities which contribute to the continuing development of content expertise, scholarship, skill, and/or professional behavior. These may include participation in short- and long-term professional organizations, and participation in College initiatives and program accreditation activities.

A. Hours

1. Work Year. The work year for full-time faculty is one hundred eighty (180) contract days. Non-instructional days which are contract days include department and curriculum planning and implementation, in-service days and four (4) holidays. If a faculty member is assigned to student advising on a non-instructional day, the assignment will be for a full day or half day.
2. Work Week
 - a. Full-time faculty. A full-time faculty work week is thirty-five (35) hours. Much of an instructor's time is spent in the classroom instructing. In addition to the classroom instruction that is a part of all teaching assignments, instructors are expected to consult with students away from the classroom environment, hereafter referred to as "office hours." Instructors 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, or practical classes. Full-time faculty are expected to hold such office hours as a part of their regular contractual obligation.
 - b. Adjunct faculty. Adjunct faculty teach on assignment, so their weekly teaching load varies. As such, adjunct faculty will provide office hours proportional to their teaching load: one (1) office hour per week for every three (3) instructional contact hours per term. Office hours do not apply for lab, clinical, or practical classes. The rest of an instructor's time each week is spent in variety of activities (see Article 7.A and 7.D).
3. Aviation Maintenance Technology (AMT)

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

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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 will 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 will be a 240-day contract over four (4) terms. The work week will be forty (40) hours. The salary for the position will be set at the current collective bargaining agreement daily rate, notwithstanding contradictory or conflicting provisions in Article 15. Any adjustments to this section due to changes in the Federal Code of Regulations will be discussed between the College and Union.

B. Scheduling and Teaching 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 (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. Department Chairs will work with the Chief Academic Officer and/or Instructional Deans/Directors (hereafter referred to as "Deans") on scheduling faculty for classes in their subject area. Deans or designees will consult with Department Chairs in preparing the proposed schedules. The Dean retains the final right of assignment for faculty teaching assignments. When possible and prudent, any changes to the proposed schedules submitted will 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.
- d. Full-time faculty will make themselves available to teach at least one (1) 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 Dean their daily work schedule showing a typical week that 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 Dean or designee by the first day of classes each term.

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- g. 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 Dean. If the faculty member is teaching a hybrid, remote synchronous, or online asynchronous course and they plan to hold remote office hours, they will post a statement on the course site indicating when the faculty member will be available online.
- h. It is understood that faculty are employed by the Columbia Gorge Community College District and not for a specific location. The College will determine the initial assignment of location or locations at the time of employment. Annually, after reviewing staffing needs, the College will determine the assignment of the faculty member's location for the ensuing academic year and notify the employee.

Normally, faculty will be assigned to work locations for a full academic year. However, faculty may be reassigned to other work locations during the year to meet program needs. The College will first seek qualified volunteers for the assignment. If no qualified faculty member volunteers, the College may assign a faculty member to the work location. When possible, decisions to reassign faculty will also take into consideration the needs of the employee.

Assignments of classes so as to require travel between the full-time instructor's primary office location 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 Chief Academic Officer or designee, the Dean, 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 three (3) courses per term for three (3) consecutive years and who have successfully completed the probationary period outlined in Article 12 shall have assignment rights to at least two (2) courses per term for which they are qualified in the year subsequent to the completion of that three-year period. Part-time instructors who have taught at least two (2) courses per term for three (3) consecutive years and who have successfully completed the probationary period outlined in Article 12 shall have assignment rights to at least one (1) course per term for which they are qualified in the year subsequent to the completion of that three-year period.

These assignment rights are ongoing; in other words, as long as there is continuous period of three (3) consecutive years in which the instructor has taught at least three (3) courses per term, the instructor shall continue to have assignment rights to two (2) classes per term in the subsequent year until such

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time as the string of consecutive years teaching three (3) classes per term is broken or the instructor refuses an assignment. Similarly, for instructors who have met the two (2) course per term average, as long as there is continuous period of three (3) consecutive years in which the instructor has taught at least two (2) courses per term, the instructor shall continue to have assignment rights to a class per term in the subsequent year until such time as the string of consecutive years teaching two (2) classes per term is broken or the instructor refuses an assignment. Nothing in this Article is intended to supersede Article 7.

- j. Changes in Work Assignments. It is agreed that the appropriate Instructional Dean reserves the right to make reasonable changes from time to time in scheduling and work assignments of individual faculty members.
 - k. Exempt employees. Acknowledging the importance of student interactions as it contributes to student success and institutional goals, and that contracted and adjunct instructors are hired specifically to provide instruction, exempt employees may accept teaching assignments under the following conditions:
 - 1. Exempt employees must be hired as adjunct instructors, meeting the same academic qualifications standards required of all instructors in the area of instruction;
 - 2. Exempt employees must advise their supervisors of their adjunct appointment, and approve teaching assignments that occur within standard work hours. Exempt employees must continue to meet the contractual requirements of their exempt job, and will work with supervisor to clarify the plan to do so.
 - 3. Exempt employees who accept an adjunct assignment will be limited to one course per year. This does not preclude instructors from accepting temporary exempt assignments.
 - l. As an adjunct instructor, exempt employees will comply with all instructional requirements (i.e., office hours, assessment), as outlined in Articles 7 and 15, within the scope of Article 2.
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:

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- 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 will be awarded if the faculty member is creating a new course that is required for a program or degree, or by agreement with the Office of Instruction.
 - 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 will be paid at the rate as stated in Article 15.A.3.
- c. By agreement with the Office of Instruction, development of Open Education Resources (OER) will be paid at the rate as stated in Article 15.A.3.

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, 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 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 will be referred to in contact hours.
3. Loads shall be calculated per term and annualized over the academic year. A full teaching load is 15-16 lecture contact hours per week per term. As stated in section C.2 above, 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.

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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.
5. 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).
6. Credits taught in excess of 48 lecture contact hours per year will be deemed overload, and compensated as per Article 15.A.2.a. Extra compensation for the overload hours will 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
7. 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 Dean. The Chief Academic Officer and/or Instructional Dean 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 Dean'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.
8. 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.
9. 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.
10. 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 (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 Article 7, Section B), 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.

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11. The special projects rate will be paid to part-time faculty who are required by their Dean or Department Chair to perform tasks outside their normal scope of work as defined throughout Article 7 and in Article 15. All such work must be explicitly approved in advance by an Instructional Dean. Work without prior approval will not be compensated.
12. 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 15.
13. 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 8 - LAYOFF AND RECALL OF FACULTY

- A. Process. When the College determines that a layoff of faculty may be necessary because of funding or a program change, affected faculty will be reassigned to any available course for which they are qualified within their department. Should a layoff still prove necessary, the College shall determine whether the affected faculty members are qualified as instructors for courses in other areas. Once such a determination has been made, faculty to be laid off will be selected according to lowest seniority from the faculty in the affected program, and eliminated in the following order:
 1. Volunteers
 2. Temporary Faculty
 3. Part-time Faculty
 4. Full-time Faculty
- B. Definition of Seniority. 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 specified class of faculty member. For example, part-time faculty who are hired as full-time instructors will have their clocks reset to their date of hire as a full-time instructor. Seniority will continue to accrue during paid leaves of absence and up to one academic term of unpaid leave of absence.

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An exception shall be made to the order listed above when a faculty member moves from a program being reduced into one for which they are qualified but in which they have not taught at the college previously. Layoff determinations within the new program will then be made on the basis of seniority in the order listed above. A full-time faculty member being reassigned to a new academic area due to reductions shall not displace another full-time faculty member in the new program area, but they shall have the option to displace volunteer, temporary, part time faculty, or new subsequent new full-time hires made after the layoff date, as needed. The process of moving to new areas of instruction due to program reduction may occur no more than once every five years for any individual faculty. As needed, these changes may supersede the normal contracted academic year, requiring the affected faculty teach during the summer term.

- C. Exception to Layoff Order. 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.
- D. Notification Full-time faculty will be notified of layoff no later than January 1 of the academic year, or will receive pay in lieu of notice. The College will send a copy of the layoff notice to the Union.
- E. 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 B 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 in writing or via e-mail within 30 days to notice of recall.
- F. Step Determination. 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 they held at the time of layoff. Seniority accrued

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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.

- G. Insurance. The College will continue coverage of insurance programs for a laid-off full-time faculty member for the first sixty (60) 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 9 - LEAVES OF ABSENCE

A. Paid Leaves

1. Sick Leave

a. Full-time Faculty

1. 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.
2. 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.
3. 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.
4. 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.
5. Faculty shall comply with College personnel procedures and instructions on the payroll time sheet for the use of and reporting of sick leave.

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b. Part-time Faculty

1. Part-time faculty shall be front-loaded with forty (40) hours of paid sick leave pro-rated in accordance with ORS 653.606 beginning January 1, 2016 and continuing each year after that on January 1 up to a maximum accrual of eighty (80) hours.
2. Part-time faculty starting after January 1, 2016 will be eligible to use sick leave beginning on their 91st day calendar day of employment.
3. Unused sick leave hours will be shown on the College leave accounting records.
4. Accrued sick leave can be used for personal illness or for other reasons as required by law.
5. Sick leave will be used in hourly increments and administered in accordance with applicable Oregon Laws.
6. Part-time faculty taking more than three (3) 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 will provide written justification for this requirement.
7. Unused sick leave accruals will not be paid out at end of employment.

c. Sick Leave Donation

1. Both parties recognize that employees may have a family medical situation or be affected by a major disaster, resulting in a need for additional time off in excess of their available sick/vacation time. To address this need, all faculty will 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.
2. Employees who would like to make a request to receive donated sick/vacation time must have a situation that meets the following criteria:
3. Medical situation, defined as a qualified FMLA/OFLA medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will 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.
4. Major disaster, defined as a disaster declared by the President of the United States under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the President of the United States pursuant to 5

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U.S.C. §6391 for federal government agencies. 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.

This program is strictly voluntary.

a. Donating Employees

i. Faculty may donate accrued vacation or sick leave in full eight (8.00) hour blocks.

ii. Donating faculty must maintain a minimum vacation or sick leave accrual balance of five (5) working days (40.00 hours) after the number of donated days have been subtracted from their balance.

iii. Donating faculty shall complete and sign a form approved by the Employer authorizing the donated hours to be credited to the recipient employee.

iv. Donations from other College employees will be made in accordance with the contract or policy which governs their employment at the College.

b. Recipient Employees

i. Faculty eligible for leave may receive donated sick leave from donating employees. Donated sick leave hours shall be credited to the recipient employee's leave accrual balance on a hour-for-hour basis. Donated leave days must be used within the approved leave period. If leave days are not used within that time frame they will revert to the donating source employee.

ii. To receive donated leave, an employee must apply for and receive approval for leave, and must request leave donation. Forms are available from the Human Resources department.

iii. The maximum number of donated hours which a recipient employee will be eligible to receive for one illness or injury shall be five hundred and forty (540).

c. Procedure and Limitation

i. Donation leave eligibility must be established prior to implementing procedures for vacation and sick leave donation. To apply for leave

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donation, an employee needs to obtain a request form from the Human Resources Department.

- ii. Employees must arrange for the donation of days on the appropriate forms, available in the Human Resources Department, seven (7) days in advance of the need of the recipient employee. Donating employees will have 14 days to make their donations after the posting of the request for donations. The President may extend time limits at their discretion.
- iii. 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)
- iv. The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- v. The Employer shall keep the source of all donated leave confidential, if requested by the donating employee.
- vi. Faculty taking more than three (3) consecutive scheduled workdays 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 will provide written justification for this requirement.

2. Bereavement Leave

- a. Full-time faculty may be absent up to five (5) working days following the death of a family member and will receive pay for the time lost from the faculty member's work schedule which cannot be made up. In alignment with the Oregon Family Medical Leave Act (OFLA), full-time faculty are eligible for an additional unpaid week of leave.
- 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 verification of the jury or witness service and any compensation received, except for expenses.

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- 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 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 ORS 408.225 to ORS 408.290. An employee may choose to use any accrued, unused paid leave for military leave.

a. 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 in ORS 408.290. 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.

b. 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.

Leave may be taken intermittently. 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. 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 at the discretion of the College for good cause to any faculty upon written request to the

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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.

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 (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, but additional seniority is not earned during the leave.

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 or twelve (12) weeks in accordance with federal and state leave laws.

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C. Part-time Faculty

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

D. 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 their Chair and their Instructional Dean when such substitutions are made, with as much advanced notice as can be afforded, or as soon as practicable afterwards.

Longer term substitutions, defined as fifty percent or more of a given term, should involve a discussion between the appropriate Chair and Instructional Dean. Instructors requiring a substitution should otherwise follow the leave reporting procedures addressed earlier in this article, and Payroll department procedure. Instructional Deans and Directors will 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. 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 during the academic year as part of their regular assignment, including up to three all-day Saturday in-services. Full-time faculty will receive credit toward the number of contract days. Part-time faculty will be paid at the special projects rate in Article 15. 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. Educational expense requests should be submitted to and approved by the employee's supervisor and the College President.

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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 Dean and/or Director (hereinafter referred to as "Dean") 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 Dean, 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 Dean 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 Dean in writing on progress in completing the goals and activities. The report will include written documentation (i.e., transcription) verifying the activities taken to complete the plan.
3. The college will establish a Faculty Professional Development fund to be administered by the Chief Academic Officer in collaboration with the Instructional Council. The fund shall be allocated at \$25,000 for each year of this Agreement.

ARTICLE 11 - TUITION WAIVERS

- A. Tuition shall be waived for full-time faculty, spouse or eligible children who attend classes at the College. Domestic partners of employees are eligible providing they are not separated or have an un-revoked written declaration of domestic partnership on file in the Human Resources department. 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 member - up to eight (8) credit hours per quarter.
 - b. Spouse, domestic partner, and dependent children - up to nineteen (19) credit hours each per term each or a maximum of the credits required to obtain a two-year degree in a college program.

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2. Part-time Faculty

- a. Tuition shall be waived for part-time faculty member who attends classes at the College up to six (6) credit hours per quarter in which the employee is working.
- b. A part-time faculty member's spouse, domestic partner, and dependent children may use the credit hours which are not used by the employee in a term.

3. Non-credit Faculty

- a. Each non-credit faculty member shall be entitled to a maximum total of four (4) credit hours each term in which they actually teach.

- 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. 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 will be considered equivalent to 11 non-credit hours.
- G. Attendance in a class by a faculty member shall not interfere with their regular duties and responsibilities. If a faculty member is required to take a class, they will be allowed time during the workday for the class without loss of pay.
- H. 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.
- I. No tuition waiver student shall displace a tuition-paying student.
- J. Tuition waivers for Small Business Development Center classes may not always apply and will be determined on a class-by-class basis by the SBDC Director.

ARTICLE 12 - EVALUATION

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. For faculty, the primary purpose of evaluation is to enhance the

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quality of instruction through an ongoing process of example, advice and self-reflection. The faculty and Management have a common goal of excellence in instruction leading to student success.

A. Probationary Period

All faculty will serve a three-year period of probation after their initial hire. During the probationary period, the evaluation process will be as follows.

1. First term: Peer feedback is important to the development of any instructor's approach to teaching. In their first term, the instructor will request a peer observation of their course section of their choice, by a full-time peer of their choice. This observation will be summarized by the observer and shared with the first term instructor. This observation will 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 Instructional Dean.
2. Second term: A formal evaluation by supervisor or designee using the College Classroom Observation Form is conducted. The observation is discussed with the faculty member, 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 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 a teacher, 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 will 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 Instructional Dean or the appropriate Department Chair will provide a written response or meet with the faculty member to discuss their self-evaluation.

4. 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 of teaching technique 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 Dean.
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

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designee. The observation will 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.

6. Once the above steps are successfully completed, probationary faculty members will graduate to regular status and will be evaluated using the process outlined in section B of this Article. If Step 5 is not successfully completed, a probationary 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.

B. Evaluation of Regular (post-probationary) Faculty

Evaluation of all faculty after their probationary period will be done on a five-year cycle. Such evaluation will consist of two parts.

1. The first step in the regular evaluation will occur during the third year after completion of either their probationary period or their previous five-year cycle. Faculty members going through evaluation 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 of teaching technique 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 Dean.
2. The second and final step in the regular evaluation cycle will take place in the fifth year after completion of either their probationary period or their previous five-year cycle. It will be a formal observation conducted by a supervisor or designee. The observation will 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.
3. At any point a faculty member who has not started a portfolio, is encouraged to begin and keep one as described in subsection A.3 of this Article or add such materials as they deem valuable to an existing portfolio. Department Chairs will encourage faculty to keep a portfolio as part of their continuous improvement process.

C. Disciplinary Evaluation

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 an improvement plan or non-renewal of probationary faculty. The Chief Academic Officer and/or Instructional Dean may conduct a management evaluation. In doing so, they may use data from any sources the Chief Academic Officer and/or Instructional Dean 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

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there is a clear indication of professional performance problems as determined by the College. Disciplinary evaluation consists of the following steps.

1. A classroom observation will be conducted. The faculty member and Chief Academic Officer, Department Chair and/or Instructional Dean will confer with the faculty member about the evaluation process at least thirty (30) days in advance. The observer will hold a pre-observation meeting to discuss the issue and determine a date for the observation and post-observation meeting.
2. The Chief Academic Officer, Instructional Director and/or department chair will meet with the faculty member to discuss the evaluation results and will prepare a written report of the post-observation meeting. An improvement plan may be developed. The report and/or plan will be forwarded to the Chief Academic Officer if the report is prepared by an Instructional Dean. The faculty member will 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 will be placed in the faculty member's personnel file along with appendices attached by the faculty member.
3. If sufficient progress has not been made on the improvement plan, a peer evaluation by two faculty members will be performed. One peer is selected by the faculty being assessed and the other selected by the Instructional Dean or Chief Academic Officer. The faculty member and peer evaluators will confer about the evaluation process at least thirty (30) days in advance. The peer evaluators will submit a written recommendation for action to the Chief Academic Officer and/or the Instructional Dean.
4. The Chief Academic Officer and/or the Instructional Dean will meet with the faculty member within thirty (30) days to discuss the results of the peer evaluation and will prepare a written report of the post-observation meeting. A recommendation for action will be developed. The report and/or plan will be forwarded to the Chief Academic Officer if the report is prepared by an Instructional Dean. The faculty member will 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 will be placed in the faculty member's personnel file along with appendices attached by the faculty member.
5. 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 will be made to the Chief Academic Officer. If there is a difference in the recommendations between the peer evaluation and the administrative evaluation, a meeting will be held to discuss the differences and a recommendation made. In the event that agreement cannot be made, all recommendations will be forwarded to the College President for action.

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ARTICLE 13 - PERSONNEL FILES

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.

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 their file, and the comment will 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 faculty, indicating that the document has been read.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

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.

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.

Copies of any disciplinary notices will be given to the Union.

Discipline will be imposed only in private in an area away from other employees, students, or the public.

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 15 - COMPENSATION

A. Salary

1. Full-time faculty salaries
 - a. Full-time faculty in steps 3 - 15 who worked at least two of the three normal academic terms (fall, winter, spring) will advance one step placement each year. The sixteen-step base annual salary rate for full-time faculty can be found in the addenda of this contract.
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 will be deemed overload and compensated as per clause 15.A.2.a. 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.
 - 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.
3. Curriculum and Course Development, and Instructional Design for Regular, Online and Hybrid, and Open Education Resources (OER)
 - a. Faculty developing a new course, either regular or online, will be compensated at a rate of 0.50 per credit. A hybrid course will be compensated at 0.50 per credit 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 college instructional design standards or other designated training while developing and offering the course.
 - b. By agreement with the Office of Instruction, work that is paid from College funds for the development of OER will be paid at the rate of 0.50 per course credit. The rate of pay for work that is funded from a source outside the College

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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 will not count toward workload hours. [Workload as defined in Article 7.]

- c. Non-credit course development will be paid 0.50 of the total of seat hours of 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. Faculty with prior paid employment as a community college instructor in the same field or in another professional, business, or industrial position which the College determines is significantly related to the work assignment will receive credit for initial salary placement 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 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 will advance to Level 2 after the term in which the faculty completes 45 credit hours or their equivalent hours. Part-time faculty will 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 Instructional Services Division by the deadline via email shall not be paid those hours. Part-time faculty who decline a low-enrolled

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assignment will not be compensated for this time for the courses that they decline. [For BSD, ABE, GED, ESOL faculty, these timelines will be the Friday before the start of term.]

- e. The special projects rate will be paid to part-time faculty who are required by their Instructional Dean 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 or Department Chair. Conducting work without prior approval will 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 will be determined by the actual student enrollment on the last day of the first week of the quarter.
 - c. A class with fewer than twelve (12) students enrolled on the course cancellation decision date may be cancelled, communicated by the Instructional Services Division. 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 will be based on the rates set in the Faculty Wage Chart in the addenda of this contract and amended as described below. For purposes of this Section, enrollment is to be determined at the end of the first week of classes, except ABE and ESOL. ABE and ESOL will have enrollment determined at the end of the second week of classes.
 - d. Classes which fall within the predetermined class minimum and maximum will be compensated at the appropriate rate as set in the Faculty Wage Chart in the addenda of this contract.
 - e. Classes which exceed the predetermined class maximum will 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.
 - f. Classes with enrollment from 8 to 11 will be compensated at .75 times the instructor's normal credit or hourly rate as set in the Faculty Wage Chart in the addenda of this contract.

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- g. Classes with enrollment 6-7 students or less will be compensated at .5 of 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 of 5 students or less may be canceled at the discretion of the Instructional Department. For classes not canceled, faculty will be compensated at .25 of the instructor's normal credit or hourly rate as set in the Faculty Wage Chart in the addenda of this contract.

7. Writing Increment

Writing courses WR 115, 121, 122, and 227 will have a writing increment applied when enrollment reaches twelve (12) students. The writing increment supports additional duties including assignments, conferences, drafts, response workshops, etc. Writing increment amount is detailed in the addenda of this contract.

8. Sponsored Dual Credit

Faculty may agree to act as a sponsor for dual credit classes. As defined by the Higher Education Coordinating Commission, sponsored dual credit refers to a course that is:

- a. Offered as part of the high school program;
- b. Taught by a high school teacher in partnership with a sponsoring college faculty member who meets the qualifications to teach the course for the college; and
- c. Sufficiently similar to the college course to enable the student to be described as "taking a course from the college". Whether a class meets this standard is to be determined jointly by the sponsoring faculty member and the appropriate Instructional Dean.

CGCC faculty members who agree to sponsor a dual credit class will be responsible for providing appropriate leadership and oversight, and commit to connecting, communicating and collaborating with the high school teachers and other faculty in the partnership. Sponsoring faculty members or departments may schedule pre-term workshops for the mentees teaching courses with multiple sections, in order to ensure consistency throughout the program. Any required workshops must be scheduled and completed prior to course application deadlines. Compensation for sponsorship will be made as outlined below:

Dual Credit Sponsor for New High School Teachers: \$800

Applicable to new high school teachers teaching a new sponsored course for the first time. Mentors to assist in completing course approval form with instructor, approving syllabus and ensuring academic merit of offering, conducting a

FACULTY COLLECTIVE BARGAINING AGREEMENT

midterm review, final evaluation and recommendation, and serving as advisor during the course of the class.

Dual Credit Sponsor for Returning High School Teachers: \$400

Applicable only to high school teachers teaching a course they have taught as dual credit previously. Mentors expected to review any changes to syllabus, confirming syllabus and assignments still meets academic requirements, completing the course renewal form, conducting the midterm review, final evaluation and recommendation, and serving as advisor during the course of the class.

Sponsoring faculty approved by the appropriate Instructional Dean for travel between a work site and a high school for mentoring duties will be reimbursed as per Article 18 of this agreement.

B. Payroll and Timekeeping

1. Payroll

- a. Payroll will be issued monthly on the last day of the month or the nearest work day. Check stubs will 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 will be issued. Otherwise, corrections will 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 will make direct deposit available to employees on a voluntary basis.

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ARTICLE 16 - HOLIDAYS AND PERSONAL DAYS

A. Holidays

1. Full-time faculty shall receive four holidays off work without loss of pay during the normal 180-day 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
 - Juneteenth
 - 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 Instructional 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 work days 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, 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 will not reduce compensation of full-time faculty. Full-time faculty are expected to make up missed

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classes. The College will attempt to reschedule work missed by part-time faculty so as to maintain their normal income level.

ARTICLE 17 - 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 College 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

- a. The present group health insurance plan or a comparable plan will remain in effect.
- b. The College will make the MODA Plan 4 or equivalent OEBB 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 will contribute the following amounts based on the number of credits taught in the previous year:

0-22 credits per year--100% paid by the employee

23-44 credits per year--The College pays 33% of the employee-only medical premium cost

33 credits or more per year--The College pays 50% of employee-only medical premium cost

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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 \$50,000. The AD&D coverage is also \$50,000. The premium shall be paid by the College.

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 College.

D. Retirement

Faculty will be covered by the Oregon Public Employees Retirement System (PERS). The College will pay its contribution required under the plan.

E. Mandatory Benefits

The College 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 18 - EXPENSES

A. Mileage

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).

B. Out-of-District Travel

The College will reimburse employees' reasonable amounts incurred for any travel and expenses assigned or approved by the College in advance, including transportation, meals, lodging and associated fees or registrations.

C. Reimbursement

The College will reimburse employees reasonable amounts incurred for expenses approved in advance by the employee's supervisor. Any receipts for such expenses must be submitted to the Office of Instruction within thirty (30) days of purchase in order for reimbursement to occur.

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ARTICLE 19 - HEALTH AND SAFETY

A. Unsafe or Unhealthy Conditions

The College shall follow all applicable health and safety laws and regulations. An employee who believes an unsafe or unhealthy condition exists shall notify their supervisor of the condition and why they believe it to be unsafe or unhealthy. All unsafe or unhealthy conditions shall be reasonably addressed by the College 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 College will provide reasonable assistance to the employee for their application for claims for disability insurance and worker's compensation.

C. Reinstatement

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. Accommodations

1. 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 College and two (2) representatives from the Union. By majority vote, the number of individuals on this committee may be expanded.
2. 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.
3. 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.
4. 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.

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5. In the event the bipartisan committee is deadlocked and the College unilaterally takes action, such action may be contested through the grievance and arbitration provision of Article 4.

E. Access

Faculty will 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 - 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 their position.

ARTICLE 21 – 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.

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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 21 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 22 - COMMITTEES

- 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 without additional compensation on these 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 will 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 per week 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

FACULTY COLLECTIVE BARGAINING AGREEMENT

greater. Hours in excess of these limits will be compensated at the appropriate special projects rate as defined in Article 15. 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 will 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 will 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 will 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 Instructional Dean and Department Chair, recommends. The screening committee will make ranked recommendations and proceed with the process of hiring the new full-time faculty member.
- 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 will 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.

ARTICLE 23 - UNION RELEASE TIME

- A. Union representatives shall be allowed time away from their duty stations without loss of pay when required to attend meetings with the College. The College and the Union shall also meet from time to time if both parties agree that such meeting will serve constructive purposes.
- B. In addition, elected or appointed Union representatives shall have up to sixteen (16) hours release time per month, with a maximum of eight (8) hours per week per person, for conducting Union-initiated business. This time is to be shared by the entire union.
- C. Representatives shall notify supervisors in advance when they will be away from their work stations pursuant to this provision. Such notice will include the reason for such absence.
- D. Office space on campus shall be available to the Union subject to the terms and conditions of the Rental Agreement provided by the College.
- E. The Union will be allowed use of reasonable space on bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and

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place of meetings, Union social and charitable activities, and posting of official Union publications. The Union will be allowed reasonable use of in-house mail and email facilities. The College reserves the right to restrict the use of bulletin board space and College mail facilities if such use becomes libelous or slanderous to the College or its agents.

ARTICLE 24 - 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 25 - FUNDING

The economic provision contained in this agreement for the period from July 1, 2022 to June 30, 2025 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 26 - MANAGEMENT RIGHTS

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. 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. These rights are abridged only by the express specific terms of this Agreement.

FACULTY COLLECTIVE BARGAINING AGREEMENT

ARTICLE 27 – MISCELLANEOUS

A. Change of Address

Each employee will be responsible for advising the College 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 College.
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 designee. Access may be possible, provided that arrangements are made in advance with the Vice President of Instruction or Instructional Dean. Faculty who request them shall be issued keys to their individual office areas.

D. 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

FACULTY COLLECTIVE BARGAINING AGREEMENT

Bargaining Agreements for Columbia Gorge Community College do not establish the past practice or the "status quo" applicable to the faculty.

E. Labor-Management Committee

A Labor-Management Committee shall be established. The Committee is established by the College 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 College and shall meet on a continuing basis at the request of either party during the period of this Agreement.

F. 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.

G. Voluntary Payroll Deductions

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

H. 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.

I. Communications and Faculty Input

1. The employees and management recognize a joint responsibility in the communication process.
2. The College will allow a faculty member designated by the Union to attend specified management meetings.

FACULTY COLLECTIVE BARGAINING AGREEMENT

3. The College agrees that faculty members shall be allowed to participate in the development of the College budget through the appropriate administrative channels.

ARTICLE 28 - 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.

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ARTICLE 29 – DURATION

This Agreement is effective as of July 1, 2022, and shall continue in full force and effect through June 30, 2025.

FOR THE UNION

United Employees of Columbia Gorge
Community College



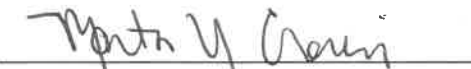
Marty Fiegenbaum, President

10/4/2022

Date

FOR THE COLLEGE

Columbia Gorge Community College



Dr. Marta Yera-Cronin, President

10/7/22

Date

FACULTY COLLECTIVE BARGAINING AGREEMENT

ADDENDUM A

COMMITTEE DEFINITIONS

Formal/Standing	Ad-Hoc	Departmental
A standing committee that has a charter that has been approved by the College President	Committee formed for a specific task or objective and dissolved after the completion of the task or achievement of the objective	A formal or ad-hoc committee that is formed for a specific task within a department
Examples: curriculum, academic standards, safety, etc.	Examples: grants, initiatives, graduation, placement testing, etc.	Examples: administrative rules, operating procedures, assessment/program review curriculum/program planning, etc.

FACULTY COLLECTIVE BARGAINING AGREEMENT
ADDENDUM B

	Effective	9/1/2022	9/1/2023	9/1/2024
Step 1	Annual	44952.61	46076.43	47228.34
	Monthly	3746.04	3839.69	3935.68
	Daily	249.74	255.98	262.38
	Lec Credit (1.0)	998.95	1023.92	1049.52
	Lec Hour (1.0)	83.25	85.33	87.46
	Lec/Lab Credit (.834)	833.12	853.95	875.30
	Lec/Lab Hour (.834)	69.43	71.16	72.94
	Lab Credit (.715)	714.25	732.11	750.41
	Lab Hour (.715)	59.52	61.01	62.54
Step 2	Annual	46995.95	48170.85	49375.12
	Monthly	3916.33	4014.24	4114.60
	Daily	261.09	267.62	274.31
	Lec Credit (1.0)	1044.35	1070.46	1097.22
	Lec Hour (1.0)	87.03	89.20	91.43
	Lec/Lab Credit (.834)	870.99	892.76	915.08
	Lec/Lab Hour (.834)	72.58	74.40	76.26
	Lab Credit (.715)	746.71	765.38	784.51
	Lab Hour (.715)	62.23	63.78	65.37
Step 3	Annual	49039.26	50265.24	51521.87
	Monthly	4086.61	4188.78	4293.50
	Daily	272.44	279.25	286.23
	Lec Credit (1.0)	1089.75	1116.99	1144.91
	Lec Hour (1.0)	90.81	93.08	95.41
	Lec/Lab Credit (.834)	908.85	931.57	954.86
	Lec/Lab Hour (.834)	75.74	77.63	79.57
	Lab Credit (.715)	779.17	798.65	818.62
	Lab Hour (.715)	64.93	66.55	68.21
Step 4	Annual	51000.80	52275.82	53582.72
	Monthly	4250.05	4356.30	4465.21
	Daily	283.34	290.42	297.68
	Lec Credit (1.0)	1133.35	1161.68	1190.72
	Lec Hour (1.0)	94.45	96.81	99.23
	Lec/Lab Credit (.834)	945.21	968.84	993.06
	Lec/Lab Hour (.834)	78.77	80.74	82.76
	Lab Credit (.715)	810.35	830.60	851.37
	Lab Hour (.715)	67.53	69.22	70.95
Step 5	Annual	53040.86	54366.88	55726.05
	Monthly	4420.07	4530.57	4643.83
	Daily	294.68	302.05	309.60
	Lec Credit (1.0)	1178.68	1208.15	1238.35
	Lec Hour (1.0)	98.22	100.68	103.20
	Lec/Lab Credit (.834)	983.02	1007.59	1032.78
	Lec/Lab Hour (.834)	81.92	83.97	86.07
	Lab Credit (.715)	842.76	863.83	885.43
	Lab Hour (.715)	70.23	71.99	73.79
Step 6	Annual	55162.49	56541.55	57955.09
	Monthly	4596.87	4711.79	4829.58
	Daily	306.46	314.12	321.97
	Lec Credit (1.0)	1225.83	1256.48	1287.89
	Lec Hour (1.0)	102.15	104.71	107.33
	Lec/Lab Credit (.834)	1022.34	1047.90	1074.10
	Lec/Lab Hour (.834)	85.20	87.33	89.51
	Lab Credit (.715)	876.47	898.38	920.84
	Lab Hour (.715)	73.04	74.87	76.74

FACULTY COLLECTIVE BARGAINING AGREEMENT
ADDENDUM B

	Effective	9/1/2022	9/1/2023	9/1/2024
Step 7	Annual	57368.99	58803.21	60273.29
	Monthly	4780.74	4900.26	5022.77
	Daily	318.71	326.68	334.85
	Lec Credit (1.0)	1274.87	1306.74	1339.41
	Lec Hour (1.0)	106.24	108.90	111.62
	Lec/Lab Credit (.834)	1063.24	1089.82	1117.07
	Lec/Lab Hour (.834)	88.60	90.82	93.09
	Lab Credit (.715)	911.53	934.32	957.68
	Lab Hour (.715)	75.96	77.86	79.81
Step 8	Annual	59663.74	61155.33	62684.21
	Monthly	4971.97	5096.27	5223.68
	Daily	331.47	339.76	348.25
	Lec Credit (1.0)	1325.85	1359.00	1392.98
	Lec Hour (1.0)	110.49	113.25	116.08
	Lec/Lab Credit (.834)	1105.76	1133.40	1161.74
	Lec/Lab Hour (.834)	92.15	94.45	96.81
	Lab Credit (.715)	947.98	971.68	995.97
	Lab Hour (.715)	79.00	80.97	82.99
Step 9	Annual	62050.31	63601.57	65191.61
	Monthly	5170.86	5300.13	5432.63
	Daily	344.74	353.36	362.19
	Lec Credit (1.0)	1378.90	1413.37	1448.70
	Lec Hour (1.0)	114.91	117.78	120.72
	Lec/Lab Credit (.834)	1150.00	1178.75	1208.22
	Lec/Lab Hour (.834)	95.83	98.23	100.69
	Lab Credit (.715)	985.91	1010.56	1035.82
	Lab Hour (.715)	82.16	84.21	86.32
Step 10	Annual	64532.30	66145.61	67799.25
	Monthly	5377.69	5512.13	5649.93
	Daily	358.52	367.48	376.67
	Lec Credit (1.0)	1434.05	1469.90	1506.65
	Lec Hour (1.0)	119.50	122.49	125.55
	Lec/Lab Credit (.834)	1196.00	1225.90	1256.55
	Lec/Lab Hour (.834)	99.67	102.16	104.71
	Lab Credit (.715)	1025.35	1050.98	1077.25
	Lab Hour (.715)	85.45	87.58	89.77
Step 11	Annual	67113.60	68791.44	70511.23
	Monthly	5592.81	5732.63	5875.95
	Daily	372.86	382.18	391.73
	Lec Credit (1.0)	1491.42	1528.71	1566.93
	Lec Hour (1.0)	124.29	127.39	130.57
	Lec/Lab Credit (.834)	1243.84	1274.94	1306.81
	Lec/Lab Hour (.834)	103.65	106.25	108.91
	Lab Credit (.715)	1066.37	1093.02	1120.35
	Lab Hour (.715)	88.86	91.09	93.37
Step 12	Annual	69462.59	71199.15	72979.13
	Monthly	5788.55	5933.26	6081.59
	Daily	385.91	395.56	405.45
	Lec Credit (1.0)	1543.62	1582.21	1621.77
	Lec Hour (1.0)	128.64	131.85	135.15
	Lec/Lab Credit (.834)	1287.38	1319.56	1352.55
	Lec/Lab Hour (.834)	107.28	109.96	112.71
	Lab Credit (.715)	1103.69	1131.28	1159.56
	Lab Hour (.715)	91.97	94.27	96.63

FACULTY COLLECTIVE BARGAINING AGREEMENT
ADDENDUM B

	Effective	9/1/2022	9/1/2023	9/1/2024
Step 13	Annual	71893.79	73691.13	75533.41
	Monthly	5991.15	6140.93	6294.45
	Daily	399.40	409.39	419.62
	Lec Credit (1.0)	1597.64	1637.58	1678.52
	Lec Hour (1.0)	133.14	136.47	139.88
	Lec/Lab Credit (.834)	1332.43	1365.74	1399.88
	Lec/Lab Hour (.834)	111.04	113.81	116.66
	Lab Credit (.715)	1142.31	1170.87	1200.14
	Lab Hour (.715)	95.19	97.57	100.01
Step 14	Annual	74410.06	76270.31	78177.07
	Monthly	6200.84	6355.86	6514.76
	Daily	413.40	423.74	434.33
	Lec Credit (1.0)	1653.56	1694.90	1737.27
	Lec Hour (1.0)	137.80	141.24	144.77
	Lec/Lab Credit (.834)	1379.07	1413.55	1448.89
	Lec/Lab Hour (.834)	114.92	117.80	120.75
	Lab Credit (.715)	1182.30	1211.85	1242.15
	Lab Hour (.715)	98.52	100.99	103.51
Step 15	Annual	77014.40	78939.76	80913.25
	Monthly	6417.87	6578.32	6742.78
	Daily	427.85	438.55	449.51
	Lec Credit (1.0)	1711.42	1754.21	1798.07
	Lec Hour (1.0)	142.62	146.18	149.83
	Lec/Lab Credit (.834)	1427.32	1463.01	1499.59
	Lec/Lab Hour (.834)	118.94	121.92	124.97
	Lab Credit (.715)	1223.67	1254.26	1285.62
	Lab Hour (.715)	101.97	104.52	107.13
Step 16	Annual	79709.92	81702.67	83745.24
	Monthly	6642.50	6808.56	6978.77
	Daily	442.83	453.90	465.25
	Lec Credit (1.0)	1771.33	1815.61	1861.00
	Lec Hour (1.0)	147.61	151.30	155.08
	Lec/Lab Credit (.834)	1477.29	1514.22	1552.08
	Lec/Lab Hour (.834)	123.11	126.19	129.34
	Lab Credit (.715)	1266.50	1298.16	1330.61
	Lab Hour (.715)	105.54	108.18	110.88

Effective 9/1/2022:

Writing increment per 4 Credits \$651.53

Tutor & Special Projects Rate per Hour \$26.00

Effective 9/1/2023:

Writing increment per 4 Credits \$667.82

Tutor and Special Projects rate Per Hour \$26.65

Effective 9/1/2024:

Writing Increment Per 4 Credits \$684.52

Tutor and Special Projects rate Per Hour \$27.32