

**SOUTHWESTERN OREGON COMMUNITY COLLEGE
AGREEMENT**

**By and Between the
BOARD OF EDUCATION OF SOUTHWESTERN OREGON
COMMUNITY COLLEGE DISTRICT**

and the

**SOUTHWESTERN OREGON COMMUNITY COLLEGE
FEDERATION OF TEACHERS**

July 1, 2009 through June 30, 2012

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SOUTHWESTERN OREGON COMMUNITY COLLEGE
FEDERATION OF TEACHERS**

This Agreement is by and between the Board of Education of Southwestern Oregon Community College District, hereinafter called the "Employer," and the Southwestern Oregon Community College Federation of Teachers, hereinafter called the "Federation." The term "Employer" used hereinafter shall mean the Board of Education or its lawful delegated representatives.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Federation as the exclusive bargaining representative only for College faculty, with tenured, tenure track, visiting and adjunct appointments and who work more than fifty percent (50%) on ten (10)-month, eleven (11)-month, or twelve (12)- month annual contracts. Employees excluded from this Agreement shall include, but are not limited to managers, confidential, supervisory, administrative employees, (including non-instructional specialists), classified employees, and all other employees.
- 1.2 Disputes regarding the appropriateness of the unit shall be handled consistent with applicable state statute and Employment Relations Board rules.

ARTICLE 2 – DEFINITIONS AND TYPES OF APPOINTMENTS

- 2.1 Appointment Year: Normally, faculty members shall be appointed on the academic year (fall, winter and spring) basis. Under certain circumstances, such as grants, contracts, or enterprise fund programs, faculty may also be appointed on a grant's fiscal year, the college's fiscal year, or other basis for purposes of annual contracts.
- 2.2 Fiscal Year: The College's fiscal year shall run consecutively from July 1 through June 30. Grant, contract, and enterprise program fiscal years may differ from the college's fiscal year.
- 2.3 Partial Year Appointments: Normally, faculty shall not be hired for less than one full appointment year. In certain circumstances, such as leave replacement, appointments for less than one year may be made. Appointments of less than one year shall not count toward years of service for the purpose of tenure, evaluation-related increases or sabbatical eligibility, nor shall a partial year adjunct appointment count toward the four-year eligibility limitation for adjunct contracts set forth in 2.10A.

- 2.4 Faculty or Faculty member: The word faculty or faculty member as used in this Agreement shall mean an individual covered by this Agreement as set forth in 1.1.
- 2.5 Academic Year: The academic year shall consist of four academic terms beginning with the fall term and ending with the summer term and follow the instructional calendar of the College.
- 2.6 Types of Appointments: Faculty members shall be given one of four types of annual contracts or appointments: (1) tenure track, (2) tenured, (3) visiting or (4) adjunct.
- 2.7 Tenure Track Appointments: A tenure track appointment shall be given in all cases other than those in which a visiting or adjunct appointment is deemed appropriate. A tenure track appointment is probationary until tenure is granted in accordance with the terms of this Agreement, Article 15, Probationary Period and Tenure.
- A. It is agreed that full-time faculty positions will normally be tenure track positions. It is further agreed that circumstances may exist that make a visiting or adjunct appointment a more appropriate choice. These circumstances will be limited to such cases where a program is temporary or experimental in nature; the position is for two years or less, is advertised as such, and will not be renewed as an on-going position; because unforeseeable time constraints made a national, or regional if appropriate, search impossible or impractical and the hire is deemed an emergency hire.
- B. Visiting and adjunct full-time faculty positions combined shall not normally exceed twenty percent (20%) of all types of full-time faculty appointments, except in cases such as explained in 2.7A.
- 2.8 Tenured Appointments: A tenure track faculty member who has successfully completed his or her probationary period and has been granted tenure by the Board of Education shall receive a tenured appointment.
- 2.9 Visiting Appointments:
- A. A visiting appointment may be given in the following cases:
1. To fill a temporary vacancy in a tenured or tenure track position for one academic or fiscal year.
 2. To fill a position in a temporary program for two years or less.
 3. To fill a position that is grant, enterprise or contract-funded. During an appointment year, a faculty member in a grant, enterprise or contract-funded visiting position shall not be assigned to a position that will replace a faculty member with a regular appointment, temporary vacancy visiting appointment, or temporary program visiting appointment, nor shall the faculty member be assigned to a position for which he/she is not qualified in accordance with Article 10.

- B. Privileges of a Visiting Appointment: A faculty member with a visiting appointment will be entitled to all privileges available to a faculty member on a regular appointment with the exception of those provisions regarding tenure in Article 15, Probationary Period and Tenure or any other provision in the Agreement that specifically addresses visiting appointments.
 - C. Years of Service for Visiting Appointments: If a faculty member with a visiting appointment is given a regular appointment, and the faculty member has been evaluated each year in accordance with Article 16, Evaluation, and the assignment is similar, all consecutive years of service with a visiting appointment shall be retroactively counted towards tenure, sabbatical leave, or any other term or condition of employment with a longevity requirement.
- 2.10 Adjunct Appointment: A faculty member who receives an Adjunct Faculty Contract is considered to have an adjunct appointment. Faculty with an adjunct appointment shall be placed on the 15-step salary scale in accordance with Article 10, and paid eighty percent (80%) of the full salary
- A. Adjunct faculty positions shall not normally be used in new programs or for the replacement of tenured or tenure-track positions in programs that do not have other tenured or tenure-track faculty in them. Adjunct appointments may be used to fill vacancies in positions where no other tenured or tenure-track faculty exist in cases where it is not prudent or practical to fill the vacancy via a national search due to time constraints or due to other unforeseen circumstances.
 - B. Privileges and Limitations of an Adjunct Appointment: Faculty on adjunct appointments shall not be granted tenure. An adjunct faculty member will receive a one-year adjunct faculty contract for three or four consecutive terms. Adjunct faculty are limited to four (4) years of adjunct faculty employment.
 - C. Years of Service for Adjunct Appointments: In the event a probationary tenure track faculty member has held at least two (2) years of adjunct faculty appointments prior to receiving a tenure track appointment, the employer may apply up to a maximum of fifty percent (50%) of the adjunct years of service toward tenure, but shall apply at least one year of service toward tenure when three or more consecutive adjunct years have been served and evaluations have been conducted in accordance with Article 16 of this Agreement. The decision to apply adjunct years of service toward tenure shall not be subject to the grievance procedure unless the grievance relates to only an arbitrary or discriminatory application of adjunct years of service toward tenure.
- 2.11 Moving from a Visiting Appointment to Tenure Track Appointment or an Adjunct Appointment to a Tenure Track or Visiting Appointment:
- A. Faculty members originally hired into visiting or adjunct positions shall not be eligible to move into a tenure track appointment unless they apply for and are the

successful candidate in a national, or regional if appropriate, recruitment effort. Upon the faculty member's original selection for a visiting or adjunct position resulting from a national recruitment effort, the Dean of Instruction shall indicate on the original step placement form for the visiting or adjunct faculty member the eligibility of that faculty member to move to a Tenure Track position based on the provisions of this Section of the Agreement. This Section in no way limits an adjunct or visiting faculty member's right to apply for tenure track positions.

- B. Visiting positions created under the exceptions to 2.7 that are not grant, contract, or enterprise-funded shall be eliminated after a maximum of two years' time or shall become tenure track positions for any successive years. In such cases a national, or regional if appropriate, recruitment effort will be undertaken to fill the tenure track position. If the visiting incumbent is deemed to not be a suitable candidate for the tenure track position, the incumbent may be discharged, without cause, at the conclusion of his or her contract. If the visiting incumbent is not discharged, he or she shall be deemed at least minimally qualified for the tenure track position and, upon request, shall be included in the applicant pool for the tenure track position, using his or her original application materials if requested and complete, and shall be offered an interview for the position. This Section shall in no way be construed as a promise of continued employment for the visiting incumbent.
- C. The purpose of this Section is to allow qualified incumbents filling temporary, short-term, or experimental positions the opportunity to receive consideration for the position when it is made a tenure track position without having to complete a new application and compete for an interview when their qualification for the position has been established by their incumbency in the temporary, short-term, or experimental position. This Section shall in no way be construed as a promise of continued employment for the visiting incumbent.

2.12 Accredited Institution: For the purposes of this Agreement, accredited institution shall mean an institution accredited by a federally-recognized accreditor or an institution approved by the State of Oregon Office of Degree Authorization.

2.13 Employer: For the purposes of this Agreement, Employer shall mean the College Board of Education or its administrative designee. Where specifically referenced as providing information to or from the Employer, Employer shall mean the Dean of Instruction, Dean of Administrative Services, or Director of Human Resources, as appropriate.

ARTICLE 3 – NON-DISCRIMINATION

3.1 Non Discrimination: In accordance with Oregon law, the Employer and the Federation agree not to discriminate against faculty members or applicants for faculty positions because of their membership or non-membership in the Federation or because of other rights granted to employees under the Public Employees Collective Bargaining Act.

- 3.2 Faculty Rights: The Employer and the Federation agree to comply with state and federal laws regarding discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, political activities, affiliations, or beliefs, religion, marital status or other protected status in accordance with applicable law.

ARTICLE 4 – FEDERATION ACTIVITIES AND RIGHTS

- 4.1 Union Membership or Fair Share: During the term of this Agreement, all faculty members covered by this Agreement shall, within the first week of the month following thirty (30) calendar days of employment or the effective date of this Agreement, whichever is later, become a member of the Federation or pay a fair share fee to the Federation for collective bargaining and contract administration services rendered by the Federation as a representative of the Employer's faculty members covered by this Agreement. At the request of the College, the Federation shall make available to the College a list of the faculty members covered by this Agreement who are not members of the Federation and an affidavit, which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contribution related to political activities, the election or support of any candidate, any member-only benefit and/or other activities not directly related to collective bargaining and contract administration services rendered by the Federation as a representative of the Employer's faculty members covered by this Agreement. The fair share fee shall be uniform for each for each faculty member subject to the obligation to pay a fair share fee and shall not exceed established regular monthly Federation membership dues. The Federation may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the term of this Agreement. However, the Federation shall give the College thirty (30) days advance notice of any modification in the amount of the fair share fee.
- 4.2 Federation Responsibility: The Federation agrees to assume full responsibility to insure full compliance with Federal and state law with respect to the fair share fee payers.
- 4.3 Payroll Deduction: Prior to the last working day of the first calendar month of the faculty member's employment, but not more than thirty (30) days after the date of employment, the employee is required to provide Human Resources with a completed Authorization for Dues Withholding. The Employer agrees to deduct the regular Federation membership dues once each month from the pay of those employees who individually request, in writing, that such deductions be made. In lieu of Federation membership dues, the Employer agrees to deduct a fair share fee once each month from the pay of those employees who individually request, in writing, that such fair share deductions be made each month consistent with Federal and State law as well as this Article. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Federation. Failure on the part of the faculty member to submit written authorization for membership dues or fair share fees in a timely manner shall result in the Employer deducting fair share fees. Federation membership or fair share dues shall be deducted for twelve (12) calendar months, regardless of the 10-, 11-, or 12-month status of a faculty member's appointment.

- 4.4 Remittance to Federation: The aggregate deductions for membership dues and fair share fees shall be remitted together with an itemized statement to the Treasurer of the Federation by the 10th day of the succeeding month after such deductions are made.
- 4.5 Religious Objections: The Federation and the Employer agree to the rights of non association of any employee, based upon bona fide religious tenets or teachings of a church or religious body of which such a faculty employee is a member. The faculty employee shall file a written objection to the fair share payments to the Federation. The faculty employee shall instruct the Employer to contribute an amount equal to the fair share payment to a non-religious charitable organization, provided the non-religious charitable organization is mutually agreeable to the Employer and the Federation.
- 4.6 Voluntary Committee on Political Education (hereinafter referred to as C.O.P.E. Payroll Deductions): The Employer and the Federation agree that upon written request on a form provided by the Federation, members of the Federation may have voluntary C.O.P.E. contributions deducted from their paychecks. The amount will be forwarded to the Federation with regular dues and fair share deduction, with the C.O.P.E. amount so specified.
- 4.7 Indemnification: The Federation agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.
- 4.8 Use of College Facilities: The Federation and its members shall have the right to use the College facilities for meetings without charge, provided that such use shall not interfere with nor interrupt normal College operations, nor shall cause increased operational costs to the College, and that arrangement for such use shall be made in accordance with established procedures. The Federation shall pay for the use of the facilities that involves increased operational costs, including but not limited to additional custodial and maintenance services, technical support or use of specialized facilities' equipment such as sound and audio-visual systems in the Performing Arts Center.
- 4.9 Federation Business: Duly authorized representatives of the Federation shall be permitted to transact official Federation business on the College campus.
- 4.10 Use of Equipment: The Federation shall have the right to use College equipment, including but not limited to typewriters, personal computers, web publishing and internet connections, duplicating equipment, calculating machines and all types of audio-visual equipment, without costs, when such equipment is not otherwise in use for business purposes, provided no additional cost to the College is incurred. The Federation shall also have the right to use College materials and supplies incidental to such use of equipment at cost.

- 4.11 Federation Communications: The Federation shall have the right to use faculty bulletin boards for posting notices of its activities and shall have the use of other channels of communication on campus, including but not limited to the College newsletter and faculty mailboxes, and/or electronic mail and web publishing for communications with faculty members. All mass distributions shall clearly indicate the Federation as the distributor of the material and comply with the Employer's communication policies, including any revisions to these policies, provided these policies do not violate the specific terms of this Agreement.
- 4.12 College Systems and Equipment: All Employer electronic and telephonic communications systems or other business equipment are the property of the Employer, and are to be used solely for job-related purposes, except as otherwise expressly set forth in this Agreement. The use of these systems or business equipment shall be consistent with the Employer's business interests. The Employer reserves the right to monitor, retrieve, and/or take possession of such systems or equipment, including but not limited to internet usage history and printing, reading, listening to and/or viewing all resident data on College equipment, in accordance with the Employer's communications policies, including any revisions to these policies, provided these policies do not violate the specific terms of this Agreement. Any monitoring, retrieving, and/or taking possession of such systems or equipment shall be done in the presence of a member of the Federation Executive Council, provided they are readily available. In the event a Federation Executive Council member is not readily available, then in the presence of a public safety employee, provided they are readily available. In event a public safety employee is not readily available, then in the presence of an uninvolved witness selected by the Employer. Prior to retrieving and/or taking possession of any such systems or equipment, the Employer shall immediately notify the Federation office of such action including the names of the witnesses selected by the Employer. For the purpose of this Section, notifying shall include telephoning a Federation officer at the designated phone number that has been previously provided to the Employer in writing and leaving a voicemail message.
- 4.13 Board of Education/District Budget Committee Meetings: The Federation shall be entitled to an ex-officio position at all Board of Education meetings and District Budget Committee meetings, and shall be allowed to enter any items on any agenda and shall be allowed to speak on any question on any agenda in accordance with Board policy.
- 4.14 Copy of Agreement: The Employer shall furnish to each member of the bargaining unit now employed or hereinafter employed a copy of this Agreement. Such printing shall be done on the college campus.
- 4.15 Information Furnished to Federation: The Federation shall be furnished agendas, minutes and study materials at the same time and in the same form as those furnished the Board of Education except for that information which, in its current stage of discussion, must be considered confidential to prevent public embarrassment to an individual, individuals or the College, or in accordance with Oregon State law. The College President's letter of transmittal shall not be included in the material furnished to the Federation.

- 4.16 Public Information: Public information of the College shall be made available to the Federation upon request. Such requests shall be made sufficiently in advance to allow for their assembly and will not involve unreasonable costs or staff time.
- 4.17 List of Bargaining Unit Members: The Employer, upon request, shall furnish the Federation with an up-to-date listing of the names and addresses of all members of the unit.
- 4.18 Federation Business During Work Time: The faculty shall not conduct Federation business on the Employer's work time except as expressly set forth below:
- A. Federation/Employer meetings as set forth in 6.2 shall be scheduled at times mutually agreed upon by the Federation and the Employer. Time spent by the grievant, a representative designated by the Federation, and/or members of committees designated by the Employer to attend such meetings shall result in no loss of pay if the meetings occur during normal business hours, and shall require no additional compensation directly from the Employer if beyond normal business hours.
 - B. Collective bargaining between the Employer and the Federation Negotiations Committee shall be scheduled at times mutually agreed upon by the Federation and the Employer during normal business hours, provided that it does not unnecessarily interfere with classroom instruction or other professional duties. Bargaining during agreed upon times by Federation Negotiating Committee members shall not result in a loss of pay, nor shall the Federation Negotiating Committee members receive any additional compensation directly from the Employer if the meetings are conducted outside of normal business hours.

ARTICLE 5 – ACADEMIC FREEDOM AND RESPONSIBILITY

- 5.1 In General: Employer and Federation subscribe to the following statements on academic freedom of the American Association of University Professors and the American Library Association.
- 5.2 Academic Freedom: The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in freedom in learning. It carries with it duties correlative with rights.

- A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B. The teacher is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.
- C. The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times attempt to be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he/she is not an institutional spokesman.

5.3 Council of the American Library Association Policies: The Council of the American Library Association reaffirms its belief in the following basic policies which should govern the services of all libraries:

- A. As a responsibility of library service, books and other library materials selected should be chosen for values of interest, information and enlightenment of all the people of the community. In no case should library materials be excluded because of the race or nationality or the social, political or religious views of the authors.
- B. Libraries should provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials should be proscribed or removed from libraries because of partisan or doctrinal disapproval.
- C. Censorship should be challenged by libraries in the maintenance of their responsibility to provide public information and enlightenment.
- D. Libraries should cooperate with all persons and groups concerned with resisting abridgement of free expression and free access to ideas.
- E. The rights of an individual to the use of a library should not be denied or abridged because of age, race, religion, national origin or social or political views.

ARTICLE 6 – JOINT EMPLOYER/FEDERATION RELATIONS

- 6.1 Individual Contracts: No individual contract of employment shall be entered into which is inconsistent with this Agreement. Reference to this Agreement will be incorporated into any individual contract.
- 6.2 Federation/Employer Meetings: The Employer agrees that its representatives shall meet with representatives of the Federation per Article 1.3, for the policies, procedures, and proposed plans that impact faculty working environment and welfare. These meetings will be scheduled once a month with any additional meetings determined by the committee. The representatives of the employer shall provide an agenda; if the faculty federation has discussion items, they will submit them 48 hours in advance. These Federation/Employer meetings shall not be a process for the parties to re-negotiate the provisions of this Agreement. These meetings shall not be used as part of the grievance process. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than four (4) representatives at such meetings. It is further agreed that nothing in this Section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.
- 6.3 The Faculty Federation Representatives include the members of the Executive Board of the Faculty Federation or a team designated by the Faculty Federation Executive Board. A minimum of two such members are required to be present in order for them to act as Representatives of the Faculty Federation.

When a meeting between the Federation and the college Administration is needed, the Federation President is the initial contact who will respond within 24 hours to arrange the meeting. If the Federation President is unavailable for 24 hours, the Federation Vice President or designee is the next contact person.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.1 Management Rights: The Federation recognizes the right of the Employer to direct and manage the affairs of the District. As the Employer in this Agreement, the Southwestern Oregon Community College Board of Education and its agents retain all authority, rights, functions and powers not specifically abridged, deleted or modified by this Agreement or by statute.
- 7.2 Organization: Nothing in this Article shall alter the rights of either party outlined in Article 1 of this Agreement nor preclude the Board of Education from modifying the organization structure if it determines such modification to be in the best interest of the institution.
- 7.3 Specific Management Rights: The Employer retains and reserves to itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law, including but not limited to the right to:

- A. Determine and revise the purpose, mission, objectives and policies and procedures of the College.
- B. Determine the management and administrative organization of the College and the selection of faculty members for administrative and supervisory positions.
- C. Determine the type and location of facilities and equipment, including the establishment of new facilities and the closure or relocation of existing facilities.
- D. Manage the affairs of the College to maintain order and efficiency and to determine the methods, means, procedures and personnel required to conduct College programs.
- E. Establish and revise the College calendar.
- F. Administer the personnel system of the College, including but not limited to the recruitment, screening, selection, appointment, evaluation, training, retention, promotion, assignment, transfer, discipline, supervision, demotion and discharge of faculty members.
- G. Direct, supervise, schedule and assign the work force, including but not limited to determining the place of work, the number of faculty members, the allocation and assignment of work to faculty members, and creating and revising position descriptions.
- H. Establish standards and criteria for job performance.
- I. Create, combine, modify or eliminate any faculty member's job.

7.4 Exercise of Rights: The exercise by the Employer of the powers, rights, authority, duties and responsibilities in 7.3 and the adoption of policies, rules, procedures, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement including all authority rights, functions and powers not specifically abridged, deleted or modified by the Agreement, and applicable law.

7.5 College Rules and Regulations: All faculty members shall comply with rules and regulations, which are not inconsistent with this Agreement, which from time to time may be promulgated or revised by the Employer.

7.6 College Policies: The Employer reserves the right to review its policies referenced in this Collective Bargaining Agreement without negotiations with the Federation.

ARTICLE 8 - COLLEGE GOVERNANCE

- 8.1 It is agreed that the Constitution of Southwestern Oregon Community College General Faculty and Faculty Senate, the Faculty Senate itself and its committees shall remain in existence for the duration of this Agreement. The application of the Constitution and the operation of the Faculty Senate and its committees shall all be consistent with the terms of this Agreement and Oregon statute. It is agreed by the parties that the Senate and its committees shall in no way interfere with or abridge the rights and obligations of the parties to each other resulting from recognition agreed to between the Federation and Employer in this Agreement.

ARTICLE 9 - TERMS OF SERVICE

- 9.1 Days of Service: Faculty members with 10-month contracts shall be required to work 173 days of service during fall, winter and spring terms of the academic year in accordance with the instructional calendar. Members with 11 month contracts shall be required to work 193 days of service and members with 12-month contracts shall be required to work 248 days of service.

For the purposes of this Section, a day shall mean a full working day, present and available on the work site for all scheduled activities as defined in Article 20, Sick Leave and Article 22.2(C) Personal Leave.

- 9.2 Special Circumstances: In special circumstances, the President may recommend to the Board ten-month faculty contracts for a comparable period of service within the fiscal year. Under certain circumstances, such as for the replacement of a faculty member on an approved, extended leave, a short-term contract may be given in accordance with Article 2.3 of this Agreement.
- 9.3 Remainder of Year Employment: Nothing shall prevent a faculty member employed on an academic year basis from being employed during the remainder of a fiscal year, in the summer sessions, or in other service.
- 9.4 Appointment Contract: The terms and conditions of every appointment, whether tenured, tenure track, visiting or adjunct, shall be stated or confirmed in writing, and a copy of the appointment document will be supplied to the faculty member concerned. Any subsequent extensions or modifications of an appointment, and any special understandings, or any notice incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member concerned.
- 9.5 Termination of Appointment: A faculty member may terminate his/her appointment effective at the end of the academic or fiscal year provided that he/she gives notice in writing at the earliest possible opportunity, but no later than thirty (30) days after receiving notification of the terms of appointment for the next academic or fiscal year. The faculty member may properly request a waiver of this requirement of notice in case

of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity.

- 9.6 Notification of Intent to Return: By January 15 of each academic year, tenured or tenure track faculty members must notify the College in writing of their intent to return or not to return for the following academic year. Failure to so notify the College by the above date after a reasonable request by the employer shall terminate that faculty member's employment status and the employer may immediately declare that position vacant for the following year. Prior to January 15th, and prior to declaring any position vacant pursuant to this Section, the Employer agrees to provide the Federation with a list of names of faculty members who have not provided notification of their intent to return.

ARTICLE 10 - CRITERIA FOR INITIAL PLACEMENT

- 10.1 Introduction: It is the function of the Board and the Administration of Southwestern Oregon Community College to establish and administer initial salary placement of faculty. The Federation bargaining team, by way of negotiating the provisions of this Article, shall act as a committee for reviewing procedures for appointment of faculty. The Dean of Instruction shall be responsible for determining the initial salary placement of all faculty covered by this Agreement in accordance with the criteria set forth in this Agreement.
- 10.2 Maintenance of Salary: Nothing in this Article shall be interpreted in such a way as to reduce the salary of any faculty member employed at the time of adoption of this Agreement.
- 10.3 Qualifications for Initial Placement:
- A. The qualifications in a job announcement shall specify the teaching field(s). Initial placement on the salary schedule is dependent on the degree and the relevant experience in the teaching field.
 - B. The placement criteria are guidelines for initial placement. However, in cases of special need or for special qualifications, the Employer reserves the right to determine the initial salary placement of a faculty member at any step on the salary schedule. Original salary placement shall be documented on an "original step placement form" and filed in the faculty member's personnel file.
 - C. A Master's degree in the instructional area of the teaching assignment or a related field is required for faculty teaching courses with transfer credit and for faculty employed as Librarians and Counselors.
 - D. Although a Master's degree is preferred, only a Bachelor's degree is required for faculty when:

1. Teaching professional technical courses, post-secondary remedial credit and/or Developmental Education courses, provided they have three (3) years of significant work experience. For the purpose of this Section, professional technical courses shall mean those courses designated in the approved course outline with a reimbursement code of 21 or 22 (as designated for reimbursement from the Oregon Department of Education for Vocational Preparation and/or Vocational Supplemental courses); or
 2. Only a Bachelor's degree is required by the State of Oregon and/or other accrediting bodies.
 3. Faculty members employed as of January 28, 2003 who are teaching professional technical courses, post-secondary remedial credit and/or Developmental Education courses and have at least a Master's degree, shall not have their salary reduced by the adoption of this Section.
- E. It is agreed that for technical programs for which academic degrees are not the standard determining factor for mastery in the field, such as culinary arts, an equivalency of industry-recognized credentials or certification may be used for determining initial placement in lieu of academic degrees as listed under 10.4B.
- F. A faculty member with a visiting appointment which is grant or contract funded shall not teach on-campus courses that are usually taught by faculty with tenured or tenure track appointments, or be used in any way to replace or displace a faculty member with a tenured or tenure track appointment.
- G. All degrees used for salary schedule placement shall be from accredited institutions.
- H. An official transcript listing the last degree conferred must be on file with Human Resources for every faculty member covered by this Agreement. All new faculty members must provide an official transcript to Human Resources upon hire. All current faculty members who currently do not have an official transcript on file in their personnel file shall be required to provide an official transcript within forty-five (45) days of request from Human Resources.

10.4 Initial Salary Schedule Placement:

- A. Criteria for initial step placement based on Degree:
1. Doctorate in the instructional area of the teaching assignment - **Step 5**
 2. Doctorate in an area other than the instructional area of the teaching assignment - **Step 4**
 3. Masters in the instructional area of the teaching assignment - **Step 3**
 4. Masters in an area other than the Instructional area of the teaching assignment - **Step 2**
 5. Bachelors Degree - **Step 1**

B. Culinary Arts Certification in lieu of Academic Degrees

C.M.C.- Certified Master Chef	Step 3
C.E.C.- Certified Executive Chef	Step 2
C.C.E.- Certified Culinary Educator	Step 2
C.C.C.- Certified Chef de Cuisine	Step 1

C. Criteria for Additional Step Placement for Relevant Experience:

1. Experience should reflect the prevailing needs of the instructional area.
2. Placement at the time of employment beyond the initial step placement shall not exceed three (3) steps above the level set forth in 10.4.A. Initial placement for Faculty shall not be above step eight (8) on the faculty salary schedule.
 - a. Teaching experience
 1. One (1) step for each year of full-time Community College or University teaching.
 2. One (1) step for each full-time equivalent year of part-time teaching at Southwestern Oregon Community College.
 3. One (1) step for every two (2) full-time equivalent years of part-time teaching at any other community college or university.
 4. One (1) step for every two years of full-time teaching at the high school level.
 5. One (1) step for every two (1) full-time equivalent years of graduate teaching.
 - b. Experience Outside of Education
 1. One (1) step for each two (2) years of relevant work experience.

10.5 Teaching in a Field Outside of Regular Assignment: Ordinarily, the employer shall not require a faculty member to teach in a field outside of their regular assignment when the faculty member has fewer than twenty-four (24) graduate hours in that field. For the purpose of this Section, the following shall apply:

- A. Graduate hours shall be from accredited institutions.
- B. "Hours" as used in this Agreement shall be interpreted as term or quarter hours. Semester hours shall be calculated as 3/2 term hours.
- C. Graduate hours shall be defined as credit hours granted from:
 1. Courses listed as graduate courses by the institution.

2. Advanced courses which have been counted as part of a graduate degree program.
3. Advanced courses for which graduate credit is granted when the course is completed by a student with graduate standing.

ARTICLE 11 – COMPENSATION

11.1 Salary Schedule:

- A. Ten-Month Tenured, Tenure Track, and Visiting Faculty: The minimum salaries for Tenured, Tenure Track, and Visiting Faculty on a ten-month contract are set forth in Appendix A.
- B. Eleven- and/or Twelve-Month Tenured, Tenure Track, and Visiting Faculty: For Tenured, Tenure Track, and Visiting Faculty on an eleven- or twelve-month contract their salary shall be adjusted as follows:
 1. Eleven-month contracts: Add 11% to base figure minimum salaries set forth in Appendix A by multiplying the base figure by 1.11.
 2. Twelve-month contracts: Add 22% to minimum salaries set forth in Appendix A by multiplying the base figure by 1.22.
- C. Adjunct Faculty on Ten-, Eleven-, or Twelve-Month Contract: The minimum salary for Adjunct Faculty on a ten-, eleven-, or twelve-month contract will be eighty percent (80%) of the salary of a tenured, tenure track, and/or visiting faculty member on a ten-, eleven-, or twelve-month contract as set forth above in 11.1 A and B.

11.2 Tenure and/or Positive Administrative Evaluation Adjustments:

- A. Eligibility: In addition to the minimum salaries set forth in Appendix A, during the life of this Agreement, tenured, tenure track, and/or visiting faculty members are eligible to receive a salary adjustment as set forth in this Section. Adjunct faculty are not eligible to receive tenure and/or positive administrative evaluation adjustments. Visiting faculty are not eligible to receive tenure adjustments.
- B. Eligible faculty members shall receive pay increases according to the following formula:

All Faculty members will be granted one (1) yearly step increase except in the case of a negative evaluation. If a faculty member receives a negative evaluation he or she will remain at his or her current step and an evaluation will be scheduled for the following academic year. If the subsequent evaluation is positive, the faculty member is eligible for a step increase per Section 11.2(C). Probationary Faculty members are evaluated annually, tenured Faculty members are evaluated every three (3) years.

- C. Effective Date: Pay increases as set forth in this section shall be effective on the first day of the appointment year immediately following the academic year in which the evaluation was conducted.

11.3 Transition to 2010-2011 Salary Schedule

- A. Faculty members who are presently paid above Step 19 on the Salary Schedule will be placed at Step 19 red-circled by maintaining their current salary level for the duration of this Agreement.
- B. Effective September 1, 2010, faculty members will be placed at the step nearest their current salary. The placement will only be to a higher level. As part of the initial placement on the Salary Schedule attached hereto as Appendix A, each faculty member will receive at least a \$500.00 yearly increase. For those who do not realize a \$500.00 increase in salary through the placement on the Salary Schedule, the faculty member will be placed at an additional step.
- C. Except for probationary tenure track faculty and adjunct and visiting faculty in their first and second year, all tenure, visiting, and adjunct faculty who receive a positive evaluation in academic year 2010-2011 will receive a onetime stipend of \$1,000.00 when the positive evaluation is complete.
- D. Faculty members who in academic year 2010-2011 who receive a positive tenure evaluation and are granted tenure will receive an additional step at the beginning of 2011-2012 contract. This is a one time adjustment to base salary to take into account the transition from a 3 year evaluation/raise cycle to an annual step cycle.

11.4 Contribution to PERS: Faculty members shall contribute to the Public Employees Retirement System (PERS) in compliance with PERS rules.

11.5 Reduction in Revenues: Compared to the prior fiscal year, should a five percent (5%) or more reduction occur in the Employer's subsequent years' General Fund revenues, the Employer reserves the sole and exclusive right to open this Agreement for the purpose of renegotiating the applicable salary schedules, Article 11, Compensation, and the Employer's health and welfare contributions set forth in Article 19, Insurance Coverage. In the event the Employer opens this Agreement for renegotiations, it shall notify the Federation in writing of its intention to open and renegotiate the above provisions. The Employer and the Federation shall agree to meet as soon as practical to negotiate replacement sections to this Agreement. Upon the Employer submitting such written notice to the Federation, faculty members shall continue to be paid in accordance with the then current salary schedule until replacement provisions have been negotiated or the Employer implements replacement sections in accordance with the Public Sector Bargaining Act.

- 11.6 Salary Equity: The Employer recognizes the value and commitment of the faculty to Southwestern Oregon Community College. It is the desire of the Employer that SWOCC Faculty be paid fairly and comparably to similarly situated community colleges in the state.

ARTICLE 12 – WORKLOAD

- 12.1 Workload Credits: Faculty workload is based on a combination of teaching and service to the institution. A model that optimizes the faculty member's effectiveness should comprise approximately 80% (45 work load credits) teaching and 20% other institutional duties such as advising, mentoring, coaching, or other non-teaching activities. It is understood that individual faculty assignments may vary in complexity, intensity, and time commitments, and therefore it is further understood that no specific formula will encompass all of the various combinations of teaching and non-teaching assignments. However, it is agreed that faculty teaching/release time workload shall be based on forty-five (45) workload credits per academic year but distributed relatively evenly over three (3) terms (fall, winter and spring) as a full load. Eleven- and twelve-month faculty workload shall be calculated on a proportionate basis to equal forty-five (45) workload credits for three (3) terms.
- 12.2 Credit for Teaching Assignments: One (1) weekly hour of lecture teaching per term will count as one (1) workload credit towards the forty-five (45) workload credits. An hour of lecture/lab teaching will count as .75 workload credits. An hour of lab teaching will count as .60 workload credits. Approved course outlines on file in the Office of Instruction shall be the determinant for the number of lecture, lecture/lab, and/or lab hours for courses. In the event lecture, lecture/lab or lab courses are taught by more than one faculty member, each faculty member will only be credited with workload credits for the portion of the course they actually teach.
- A. On-Line and Distance Education Assignments: Full-time faculty members are encouraged to teach via traditional and non-traditional delivery methods. Workload credit for on-line and distance education courses shall be assigned in accordance with 12.2 of this Agreement and is subject to Section 12.11, Overload. A full-time faculty member shall not receive more than seven (7) workload credits for on-line or distance education courses in any one academic quarter.
- B. Exception to Workload Credit for On-Line and Distance Education Assignments: Upon mutual agreement between the faculty member and the Dean of Instruction, a faculty member covered by this Agreement may enter into a written agreement forfeiting workload credit assignment for on-line or distance education courses. In the event a forfeiture agreement is made, the faculty member shall receive no workload credit for teaching the on-line or distance education course(s) but shall instead be paid a stipend in accordance with the Distance and Community Education program's established payment schedule. The written agreement must be approved by the Dean of Instruction before the last day of the month prior to the month in which the faculty member would normally receive initial payment of a stipend. A copy of the signed agreement will be filed in the faculty member's

personnel file. A faculty member's agreement to receive a stipend in lieu of workload credit shall constitute forfeiture of any workload assignment for the on-line or distance education course(s) specified in the written agreement.

12.3 Credit for Non-Teaching Assignments: One (1) hour of counseling, library/learning resource assignment, reading lab, writing lab, math lab, or study center assignment shall count as .43 workload credits. Workload for advising, program coordination, coaching, nursing clinical planning, field trips and other non-teaching assignments shall be calculated as described in the sections below.

12.4 Credit for Field Trips: Workload calculation for field trips shall be calculated on the following schedule:

1 credit field trip no overnight responsibilities	0.73 credits
1 credit field trip with overnight responsibilities	1.46 credits
2 credit field trip no overnight responsibilities	1.46 credits
2 credit field trip with overnight responsibilities	2.19 credits

12.5 Committee Work: Faculty Senate committee work is considered an integral part of a full-time faculty position. Workload credit shall not normally be assigned for serving on committees and committee work shall be done in addition to the 45 workload credit assignment. However, a faculty member who believes his or her committee assignment justifies workload credit may be assigned committee work as part of their normal load pursuant to Article 12.9 if the Dean of Instruction deems such assignment appropriate. Adjunct faculty members shall not be assigned to serve on committees. However, Adjunct faculty shall be permitted to attend committee meetings and participate in committee work, but shall not receive release time or workload credit for such participation.

12.6 Credit for Nursing Clinical Planning: Full-time nursing faculty members covered by this Agreement shall receive one (1) workload credit per term for academic and clinical planning.

12.7 Credit for Coaching: The following workload credit shall be granted for coaching assignments:

Basketball, Men's	3 credits each	Fall	Winter
Basketball, Women's	3 credits each	Fall	Winter
Baseball	3 credits each	Winter	Spring
Cheer/Dance	3 credits each	Fall	Winter
Coed Cross Country	3 credits each	Fall	Winter
Coed Golf	3 credits each	Fall	Winter
Soccer, Men's	3 credits each	Fall	Winter
Soccer, Women's	3 credits each	Fall	Winter
Softball	3 credits each	Winter	Spring
Track, Coed	3 credits each	Winter	Spring
Volleyball, Women's	3 credits each	Fall	Winter

Wrestling, Men's

3 credits each Fall Winter

Faculty members covered by this Agreement who coach sports that begin in the summer or prior to Fall term, provided such time period does not fall under contracted days pursuant to Article 9, Terms of Service, may receive a stipend based on the faculty member's daily rate, calculated using the annual salary the faculty member will receive for the following appointment year. The number of days worked will be determined by the Director of Athletics and the Vice President of Administrative Services. Coaches working during contracted vacation time will be paid a stipend or contract adjustment as determined by the Director of Athletics and the Vice President of Administrative Services. Release terms may be substituted (i.e. Winter for Spring) upon agreement of the coach and management.

12.8 Credit for Program Coordination/Direction: Between one (1) and seven and a half (7½) workload credits may be granted for coordinating or directing an instructional program, as determined by the appropriate manager and approved by the Dean of Instruction. The amount of workload credit granted shall be based on the amount of time and responsibility required for coordinating or directing the program. Adjunct faculty members shall not be assigned coordination or director duties.

12.9 Credit for Other Institutional Duties: It is understood that there is some degree of expectation that faculty members will provide service to the institution for which workload credit is not assigned.

- (a) Keeping current on one's major field of study
- (b) Grading assignments
- (c) Developing or maintaining a faculty or program webpage
- (d) Improving on teaching methods
- (e) Improving on retention and/or recruitment of students

All might be considered reasonable expectations of service to the institution. Additionally, however, it is understood that providing additional service to the institution may require a significant time and resource commitment that deserves to be compensated in the form of workload credit. Examples of such service might include:

- (a) Developing new programs or courses
- (b) Departmental assessment activities
- (c) Organizing campus events
- (d) Developing new methods or programs for recruitment or retention

This list is not intended to be an inclusive list, but rather a list that demonstrates the variety of institutional service and duties that might warrant workload credit.

Division Directors shall work with each faculty member to compute workload credit, if any, to be assigned for other service to the institution. Service to be considered for workload assignment shall be based on the previous year's report of yearly service

described in Article 16, Evaluation, and a forecast of anticipated service to the institution planned for the coming year. Changes to workload from the previous year shall result in an adjustment of workload credit. Approval of workload credit for service to the institution other than teaching, field trips, advising, coaching, nursing clinical planning, program coordination and/or direction shall require approval of the Dean of Instruction.

- 12.10 Credit for Advising: Tenured, tenure track and visiting faculty members shall normally be assigned student advisees. Advisee assignments of more than one (1) advisee, but not more than twenty-five (25) advisees shall be considered part of the full-time faculty member's normal duties. No additional workload credit shall be granted for advising 25 or less advisees. However, should a faculty member be assigned more than 25 advisees, the following schedule shall determine the amount of workload credit assigned per year.

# of Advisees	Workload Credit per year
0-25	0
26-32	1
33-39	2
40-45	3

No more than forty-five (45) advisees shall be assigned to an individual faculty member in any quarter.

- 12.11 Assignment of Advisees: Consistent with Article 12.10, the VP of Instruction shall determine the number of advisees assigned to each faculty member. Faculty members may be assigned to advise in instructional areas other than their major teaching field(s). Advisee assignments shall be based on the needs of the College and some faculty members may not be assigned advisees. Tenured, tenure track and visiting faculty members not assigned to advise shall be assigned an additional three (3) total workload credits per year for teaching or other service to the college. Advisee assignments shall normally be for the full academic year, except that advisee assignments may be adjusted in the event that advising has not occurred for reasons such as withdrawal or non-attendance of an advisee. Adjunct faculty members shall not be assigned advisees.

- 12.12 Overloads: An overload shall be defined as workload credits in excess of forty-five (45) in one academic year. Overloads will not be paid until a faculty member goes beyond forty-five (45) workload credits per academic year. Overloads shall be compensated in accordance with Article 13.1, Overloads and Summer Session Compensation, and will be paid no later than on the regular July payroll.

Acceptance of overload assignments shall be voluntary. Assignments considered by the administration as overload shall be so identified. The faculty member tendered an assignment he/she believes to create an overload, but is not so identified, is entitled, on request, to a statement of how his/her assignment(s) will be calculated for overload purposes.

- 12.13 Office Hours: The College reserves the right, as the Employer determines appropriate, to require all faculty members to maintain daily office hours of a least one (1) hour on each contracted duty days and/or attend all in-service and graduation activities unless excused by the Vice President of Instruction without receiving additional workload credit. An alternative office hour schedule may be developed with mutual agreement between the faculty member and the Vice President of Instruction.
- 12.14 Class Size Adjustment: A workload credit adjustment for class size shall be made for all courses, except open enrollment courses or open lab courses, without regard to instructional delivery method. For the purpose of this Section, class size will be determined by the actual student enrollment on the first day of the fourth week of the quarter. Class size adjustments shall be made according to the following table:

<u>Number of Students Enrolled</u>	<u>Workload Adjustment</u>
Less than 10	X .75 or option to cancel*
10 – 55	X 1.00
56 – 79	X 1.33
80 – 99	X 1.66
100 – 125	X 2.00

With the exception of open enrollment courses such as PE185, Supercircuit, or open labs such as writing, math, reading and computer lab, no one course section shall allow more than 125 students. Additionally, it shall not be the normal practice of the College to offer larger classes in lieu of additional sections. However, it is understood that in some circumstances it may be beneficial to either the College or the faculty member to have a larger course, and this Section allows for larger class sizes when appropriate. Course size may be limited by such factors as the approved course outline and room size. ***Option to cancel low enrollment courses: if the faculty member chooses to teach a low enrollment course, he or she shall receive the prorated workload credit, unless the College chooses to offer the course regardless of enrollment. In these cases, the faculty member shall receive full workload credit for the low enrollment course.**

- 12.15 Writing course workload: Writing courses, WR90, 121, 122, 123, and 227, will have their workload calculated at 1.25X per credit hour. For example, a 3 credit writing class will be calculated at 3.75 workload credits. Common standards for the .75 differential for 3 credit writing courses are specified in course outlines and may include the following issues: assignments, conferences, drafts and response workshops, required number of words, and subject matter covered.

ARTICLE 13 - OVERLOADS AND SUMMER SESSION COMPENSATION

- 13.1 Overloads: Compensation for overloads, as defined in Article 12.12, shall be computed on the basis of eighty percent (80%) of the individually contracted rate using the following formula: Annualized 10-month salary divided by 45 workload credits, multiplied by the number of workload credits over 45 as determined on the last day of Spring term. Overloads shall be paid to the nearest decimal hundred (.00) of a workload

credit. Counseling and library/learning resource faculty shall not be eligible for overloads.

13.2 Summer School: Compensation for Summer School, shall be computed on the basis of eighty percent (80%) of the individually contracted rate using the following formula: annualized 10-month salary divided by 45 workload credits, multiplied by .80, multiplied by the number of workload credits assigned for summer term. For the purpose of this Section, Summer School is designated as the fourth term of the academic year. The individually contracted rate shall be the same rate the faculty member was paid for the other three terms in the academic year.

13.3 Summer School Assignment: Full-time faculty members shall have the first right of refusal for assignment to teach summer session courses with the following conditions:

A. The faculty member must be qualified to teach the course.

B. The faculty member must commit to teaching summer session course(s) in a timely manner in order to allow schedules to be produced and alternative instructors to be found if the faculty member opts not to accept the assignment.

C. In the event there is more than one full-time faculty member qualified to teach summer session courses, and provided more than one full-time faculty member wants to receive the assignment, the offer to teach the summer session course(s) will be made to faculty in the following order:

- 1) faculty who teach the course during fall, winter or spring term.
- 2) faculty from the department who are qualified, but do not normally teach the course.
- 3) faculty from the division who are qualified to teach the course.
- 4) faculty from outside the division who are qualified to teach the course.

In the event there is more than one full-time faculty member equally qualified to teach the course(s) and equally situated in the above order of offer, the most senior faculty member will have the first opportunity to teach. If the most senior faculty member opts to not teach summer term in any given year, they will retain the seniority-based option for first refusal the following year, etc. However, once a faculty member accepts the offer to teach summer courses based on seniority, that faculty member will move to the bottom of the seniority list solely for the purpose of accepting summer teaching assignments according to this Section, so that other qualified full-time faculty members have an opportunity to teach summer courses over time.

ARTICLE 14 - SCHEDULING AND TEACHING ASSIGNMENTS

14.1 Publishing Class Schedules: The Office of Instructional Services shall publish class schedules.

- 14.2 Submitting Schedules: Division Directors shall submit proposed schedules of classes, class meeting times and faculty members to teach the classes to the appropriate manager. Division Directors will consult with division members in preparing the proposed schedules. When possible and prudent, any changes to the proposed schedules submitted by the divisions will be referred to the faculty members involved before the schedules are finalized. The publishing of an individual faculty member's name in connection with a course in the class schedule shall not constitute a contract with that individual. While the course schedule is reasonably accurate at the time of printing, it is subject to change, if necessary.
- 14.3 Teaching Assignments: Faculty members will be notified of their teaching assignments as soon as possible after the appropriate manager finalizes their schedules. 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 within the last academic year.
- 14.4 Night Teaching: It will not be the general rule to require night teaching on a continuous basis. However, the manager reserves the right to require night teaching in order to meet the needs of the students or College programs. Staff rotation for night teaching will be practiced whenever possible. For the purpose of this section, night teaching shall be defined to mean teaching a course that begins at or after 5:00 PM. A faculty member teaching a night course scheduled to conclude at 8:50 p.m. or later shall not be scheduled for a next-day morning course beginning before 10:00 a.m. without the approval of the faculty member.
- 14.5 Changes in Work Assignments: It is agreed that the appropriate manager reserves the right to make reasonable changes from time to time in scheduling and work assignments of the individual faculty member.

ARTICLE 15 – PROBATIONARY PERIOD AND TENURE

- 15.1 Probationary Period: Faculty members on a tenure track appointment shall normally be given an annual contract. At the end of each annual contract the Employer reserves the sole right to renew the tenure track faculty member's contract for another year as it determines appropriate by providing the faculty member with a renewal notice no later than April 1 prior to the expiration of the annual contract.

Faculty members on a tenure track appointment shall be classified as a probationary faculty member for a period of three (3) years. For the purpose of this Section three (3) years shall mean three (3) consecutive contracts as defined in Article 2, Definitions.

The Employer reserves the sole right to extend the tenure track faculty member's three (3) year probationary period for one (1) additional year, as it determines appropriate, by providing the faculty member with an extension notice no later than April 1 of the faculty

member's third year probationary period. Annual appointment for a fifth year shall be interpreted as the conferring of tenure.

- 15.2 Authority to Grant or Deny Tenure: The Employer reserves the sole right to offer probationary tenure track faculty members tenure after the successful completion of the probationary period, including an extension, if any.
- 15.3 Probationary Tenure Track Faculty Members: Probationary Tenure Track Faculty Members who have successfully completed their probationary period and/or any extensions described in 15.1, and have been granted tenure by the Board of Education shall be designated as tenured faculty.
- 15.4 Adjunct Faculty Members: Faculty on adjunct appointments shall not be granted tenure. In the event a probationary tenure track faculty member has held at least two (2) years of adjunct faculty appointments prior to receiving a tenure track appointment, the employer may apply up to a maximum of fifty percent (50%) of the adjunct years of service toward tenure, but shall apply at least one year of service toward tenure when three or more consecutive adjunct years have been served. The decision to apply adjunct years of service toward tenure shall not be subject to the grievance procedure unless the grievance relates to only an arbitrary or discriminatory application of adjunct years of service toward tenure. The Federation agrees that the ultimate authority to grant or deny tenure is vested solely with the Employer.

The Employer agrees that any decision to grant or deny tenure, which is contrary to a Tenure Review Committee recommendation, shall be immediately disclosed with appropriate reasons to both the probationer and the applicable Tenure Review Committee.

- 15.5 Application of Grievance Procedure: It is further agreed that decisions of the Employer with respect to the granting or denial of annual renewal contract(s) or tenure to probationary faculty members are not subject to the grievance procedure of this Agreement unless the grievance relates to only an arbitrary or discriminatory use of tenure procedure and/or arbitrary or discriminatory use of the evaluation process set forth in Article 16, Evaluation. In no event may an arbitrator substitute his/her judgment for the judgment of the Employer.

ARTICLE 16 – EVALUATION

- 16.1 Purpose of Evaluation: The primary purpose of evaluation is to:
- A. Assess the effectiveness of the faculty member as an instructor in his/her division.
 - B. Assess the faculty member's performance of job functions as specified in his/her position description.
 - C. Assist the instructor in the performance of his/her duties.
 - D. Encourage and support the professional development of faculty members.

16.2 Evaluation Cycle of Faculty: Each year, the Dean of Instruction shall notify Human Resources and faculty members of their evaluation status, including what type of evaluation they are scheduled for, if any, i.e., tenure review, annual tenure track, three-year tenured, annual adjunct evaluation, etc., and the timeframe for the various aspects of the evaluation defined in this Article.

- A. Tenured Faculty: Following the granting of tenure, evaluation of tenured faculty members shall be conducted on a three (3)-year rotational cycle. Tenured faculty members shall submit an annual Report of Yearly Service to the Division Director for two years of the cycle. The third year of the cycle shall consist of a Peer Evaluation, a Faculty Portfolio, and an Administrative Evaluation. This cycle will continue throughout the faculty member's tenure at the College.
- B. Tenure Track Faculty: Evaluation of tenure track faculty members shall be conducted annually for the first three years of employment, or until the faculty member receives tenure. The third year of the tenure track evaluation cycle shall be referred to as the Tenure Review.
- C. Visiting Faculty: Evaluation of visiting faculty members shall be conducted annually for the first three (3) consecutive years of employment with the College. After their third consecutive positive evaluation, as determined by the Employer, visiting faculty will be evaluated on a three-year rotational cycle as set forth in 16.2A, Tenured Faculty. This cycle will continue through the duration of the faculty member's consecutive appointments as visiting faculty.
- D. Adjunct Faculty: Evaluation of adjunct faculty members shall be conducted annually. Adjunct faculty shall normally be evaluated by the same process as tenure track and visiting faculty members, except that the Employer reserves the sole right to determine the evaluation process for adjunct faculty members. However, the evaluation process for adjunct faculty members shall consist of, at a minimum, an Administrative Review, which will include classroom visitations, a faculty portfolio, and student ratings.

The decision to evaluate Adjunct faculty in a manner other than that established for tenure track or visiting faculty shall not be for arbitrary or discriminatory reasons. Further, the evaluation process for Adjunct faculty shall not be subject to the grievance procedure unless the grievance relates to only an arbitrary or discriminatory evaluation process.

16.3 Evaluation Process for Tenured, Tenure Track, and Visiting Faculty: The evaluation process for tenured, tenure track and visiting faculty shall consist of a Peer Evaluation, a Faculty Portfolio, an Administrative Evaluation, and a Report of Yearly Service as defined below.

- A. Peer Evaluation:

1. The Peer Evaluation shall be conducted annually for non-tenured faculty. The director of the division to which the faculty member belongs, either by the nature of the teaching area or by assignment for the purpose of peer evaluation, shall be responsible for overseeing the peer evaluation process.
2. Peer Evaluation Committee: A three-person peer evaluation committee shall consist of faculty chosen as follows: two faculty members shall be chosen by the person to be evaluated. At least two of the three members on the committee shall be tenured, except that a Tenure Review Committee shall be composed of three tenured faculty members from the division. The third member of the committee shall be a tenured faculty member chosen by the Division Director and shall serve as the chair of the committee. It is preferable that all members of the peer evaluation committee be tenured and from the same division as the faculty member being evaluated.
3. The scope of the peer evaluation will include the following:
 - a. Teaching methodology and the instructor's command of their subject area(s);
 - b. Course and classroom management skills including, but not limited to, course outlines, syllabi, exams, class handouts, and other materials that support instruction generally contained in faculty portfolio;
 - c. Student course and/or instructor ratings;
 - d. College, community, or state level committee work; and
 - e. Other relevant factors as determined by the peer evaluation committee in consultation with the faculty member.
4. Materials or documents that are used in the administrative evaluation set forth in 16.3 C below shall be made available to the peer review committee provided they are relevant to the scope of the peer evaluation as set forth in 16.3 A3 and further provided that the information is available at the time of the peer evaluation.
5. Following observation and review, the peer evaluation committee shall meet to discuss the observations and offer suggestions to improve the quality of the educational experience.
6. Following the meeting of the committee, the Chair a written summary of the evaluation procedures, methods and materials used, conclusions, and recommendations and forward the report to the Division Director.

7. The Chair of the peer evaluation committee and the Division Director shall meet with the faculty member to discuss the peer evaluation. A copy of the committee's written report will be provided to the faculty member.
 8. In the event of a negative evaluation report by the peer evaluation committee, as determined by the Employer, the Division Director will meet with the members of the peer evaluation committee, prior to the meeting between the Division Director, the committee chair and faculty member, to discuss the issue and to determine what, if any, further action the peer evaluation committee should take. Action may include constructive intervention and a development plan and future evaluation.
- B. Faculty Portfolio: The faculty portfolio will be developed by the faculty member being evaluated and will address areas of teaching and activities that are evidence of growth and contribution as mutually agreed between the faculty member and Dean of Instruction. The Faculty Portfolio is to be submitted to the Division Director in accordance with the timeline provided to the faculty member as set forth in 16.2. The Faculty Portfolio will be returned to the faculty member when the evaluation process is completed.
- C. Administrative Evaluation:
1. In addition to the peer evaluation, each faculty member may be separately evaluated annually by the appropriate Division Director or other designated administrator. Administrative evaluation of tenured faculty shall be scheduled on a three-year cycle. The lack of an evaluation shall not be used to deny an employee any benefit, monetary or non-monetary, to which that employee would have otherwise been entitled, had the employee received a positive evaluation, except that faculty members not evaluated due to leaves of absence, including sabbatical leave, shall not receive evaluation-related pay increases. Each faculty member will receive a copy of the evaluation in a timely manner.
 2. Following completion of the peer evaluation process, the Division Director will prepare and submit a written administrative report, with his or her recommendations, to the Dean of Instructional and Student Services, via the appropriate Associate Dean. The Administrative Evaluation shall encompass all areas of the faculty member's performance, both academic and non-academic, as set forth in 16.1, and will include information from the peer evaluation. A copy of the Peer Evaluation Summary will be attached to the Administrative Evaluation.
 3. An administrative review committee will meet to discuss the faculty member's administrative evaluation. This committee will consist of the Dean of Instructional Services, the appropriate Associate Dean and Division Director.

4. In the event the peer evaluation and the administrative evaluations are in agreement with respect to tenure or whether the evaluation is positive or not, their recommendations shall be forwarded to the College President and then to the Board of Education for action. However, if there is a difference in the recommendations between the committee and the Division Director, a meeting will be held to discuss the differences. The participants of the meeting shall include the Division Director, the Peer Evaluation Committee Chair, the Associate Dean, and the Dean of Instructional and Student Services. All reasons for recommending or not recommending tenure will be discussed at this meeting. If agreement cannot be reached at this point, all recommendations will be forwarded to the College President for action.
5. The faculty member will be informed of any adverse recommendations in a timely manner. The faculty member shall have the right to appear before the Division Director, Associate Dean and the Dean of Instruction to respond to any adverse recommendations and to present evidence to support his/her retention and/or salary adjustment as set forth in 11.2. The faculty member may elect to have a representative of the Federation present at such meeting. In the event that an adverse recommendation is forwarded to the Board of Education for action, the faculty member shall be given time at the Board meeting to respond and present evidence to support his/her retention or salary adjustment as set forth in 11.2.
6. Student Rating of Instructor:
 - A. Student rating of instructor may be done at the end of each class term.
 - B. Questionnaire development: The evaluation including the questionnaire questions and overall format of the instrument, including any revisions or modifications, must be developed by a joint committee consisting of 2 faculty and 2 administrators including the VP of Instruction or designee. Each term that student ratings of instruction are conducted for an instructor, all of the courses that the instructor teaches will be evaluated. Faculty members are appointed to the committee by the Faculty Senate. Faculty Senate appointees will seek consultation with Faculty Senate on the development of the rating of instruction instrument. Faculty Senate Chair and Vice President of Instruction will review and approve final rating of instruction prior to implementation. Revisions to the student ratings of instruction instrument may be requested by either administration or Faculty Senate on an annual basis. Changes should only be made on an annual basis prior to fall term so students respond to the same questions set for the academic year.

- C. Access to evaluation data: Each faculty member will have timely access to student ratings for their classes that are evaluated. The Office of Instruction will have access to student ratings of instruction for archiving and for use in the evaluation process.
- D. Report of Yearly Service: For the two years of the three-year evaluation cycle that does not entail a peer review, faculty portfolio and administrative review, the tenured faculty member shall submit a Report of Yearly Service to the Division Director. The Division Director will submit the report to the Dean of Instructional Services via the appropriate Associate Dean, if applicable.

16.4 Evaluation Results and Ramifications: Faculty evaluations shall be clearly identified by the Employer as positive, negative, or indicate a need for improvement. Evaluations indicating a need for improvement shall be considered negative.

- A. A faculty member receiving a positive three-year evaluation shall receive a pay increase in accordance with Article 11, Compensation, based on current salary. Payment shall begin the next appointment year as set forth in Article 11.2C.
- B. A faculty member receiving a three-year evaluation indicating a need for improvement shall be given a (one year maximum) improvement plan by the Dean of Instructional Services. When the faculty member has completed the improvement plan, a pay increase shall be granted, and the three-year evaluation cycle rotation list shall be adjusted so that the faculty member is evaluated again three years after the successful completion of the development plan. If the development plan is not successfully completed within one year, the evaluation shall be considered negative and no salary adjustment shall occur.
- C. A faculty member receiving a negative three-year evaluation shall not receive a salary adjustment as set forth in Article 11, Compensation.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 Discipline or Discharge of Tenured Faculty: The Employer agrees that tenured faculty members shall only be disciplined or discharged for just cause. Also, a faculty member can be terminated as set forth in Article 31, Reduction in Force and Recall, as a result of financial exigency, declining enrollments, program reduction, or program termination.

17.2 Discipline or Discharge of Probationary, Visiting, or Adjunct Faculty: Probationary, visiting, or adjunct faculty as set forth in Article 2, Definitions, may be disciplined or discharged at any time at the discretion of the Employer. Further, their discipline or discharge shall not be subject to Article 32, Grievance Procedure, unless the Federation can

prove that the Employer was arbitrary or discriminatory in the exercise of this discretion including, if applicable, the evaluation process set forth in Article 16, Evaluation.

- 17.3 Discipline Notices: Disciplinary notices shall be acknowledged, signed and dated by the faculty member. The signed faculty member's acknowledgment does not necessarily mean that he/she agrees with the issued discipline. Within thirty (30) calendar days after the faculty member's signed acknowledgment, the faculty member reserves the right to include in the file a written response to such material placed in the file, and this response shall be attached to the material in question.

ARTICLE 18 - PERSONNEL FILES

- 18.1 Maintenance of Personnel Files: The Employer agrees to separately maintain personnel and medical files and records in accordance with state and federal laws. The Employer agrees to maintain confidential medical information in accordance with the Americans With Disabilities Act and HIPPA Privacy Act and agrees to maintain any other confidential information as required by any other statute requiring maintenance of confidential information.
- 18.2 Disclosure of Information: The Employer agrees to only disclose information contained in personnel files as allowed or required by state and federal law or as authorized by the employee or as may be necessary to evaluate personnel decisions.
- 18.3 Review of Personnel Files: Each faculty member shall have the right, upon request, to review the contents of his/her own personnel file. In the event that a faculty member requests a copy of his/her personnel file more than once in a twelve (12) month period, excluding any new materials that have been added to the file since the last request, the Employer may, at its discretion, charge in accordance with Board policy.
- 18.4 Representation: A representative chosen by the faculty member may, upon the faculty member's written authorization, review a faculty member's personnel file and/or accompany the faculty member in this review.
- 18.5 Discipline and Performance Appraisals: Disciplinary notice, performance appraisal (faculty evaluation summary), or other similar material that is likely to have an adverse effect on a faculty member's reputation or employment status shall be acknowledged, signed and dated by the faculty member. Within thirty (30) calendar days after the faculty member's signed acknowledgement, the faculty member reserves the right to include in the file a written response to such material placed in the file, and this response shall be attached to the material in question.
- 18.6 Faculty's Insertions into File: The faculty member shall have the right to include in the file any material or information considered relevant to that faculty member's professional career.

- 18.7 Release of Material: Excluding internal personnel administration applications, material in the personnel file can only be released with the permission of the faculty member and in accordance with state and federal law.

ARTICLE 19 - INSURANCE COVERAGE

- 19.1 Life and Long Term Disability Insurance: Disability insurance and term life insurance shall be continued at no less than the 2004-2005 OCCA benefit level for the duration of this Agreement for members of the bargaining unit. Term life insurance shall be twice the individual's annual salary to a maximum of \$50,000. The life and long-term disability insurance for eligible faculty members shall be fully paid by the Employer.
- 19.2 Health Insurance: Effective October 1, 2010 through the duration of this Agreement, the College will pay a contribution of Eight Hundred Seventy-six and Fifty-six cents (\$876.56) per month for each eligible faculty member for health insurance. Through a payroll deduction, faculty members shall pay the difference in cost between the billed premium rate and the College's contribution.
- Eligible faculty members may choose from the OEGB insurance plans offered by the Employer to include Health, Vision, and Dental.
- 19.3 Employee Contributions: Through a payroll deduction the faculty member shall contribute the employee's portion of the premiums for medical, vision, dental, and orthodontia insurance coverage. Employees opting to decline healthcare coverage by signing the appropriate Employer prepared waiver form shall not be subject to an employee contribution and shall not receive any additional compensation by declining healthcare coverage.
- 19.4 125 Plan: The Employer shall implement an IRS Section 125 plan, without cost to the faculty member, for faculty member contributions as set forth in 19.3.
- 19.5 Cost Effective Measures: For all employees, the Employer may institute cost effective measures for health insurance, provided the benefits level for employees is not substantially decreased.

ARTICLE 20 - SICK LEAVE

- 20.1. Sick Leave: Sick leave for faculty members shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year or one (1) day per month employed, whichever is greater. Unlimited sick leave accumulation shall be retroactive to the initial hiring of the faculty member at the College.
- 20.2 Eligibility for Sick Leave Benefits: To be eligible for accrued sick leave benefits for a workday, the faculty member shall make a reasonable attempt to notify the Office of Instruction before or at the beginning of each workday, unless otherwise directed by the supervisor.

20.3 Use of Sick Leave Benefits:

A. Sick leave benefits may be used when the faculty member is absent due to an on or off-the-job illness or injury or when the faculty member is absent to attend to an ill or injured member of the faculty member's immediate family. For the purpose of this Section immediate family shall mean spouse, domestic partner regardless of sex, the faculty member's and spouse's parent, brother, sister, grandparent, child, step-child, step-parent, son-in-law, daughter-in-law, or grandchild, provided the above individual resides in and is an integral part of the faculty member's household. Sick leave may also be used for parental leave if the faculty member qualifies for a leave of absence under the Oregon Family Leave Act.

B. Faculty member may only use accrued sick leave benefits.

C. Faculty members shall, in accordance with 20.3A, use sick leave in four (4) or eight (8) hour increments, depending on their scheduled activities for the day of the absence, as follows:

The faculty member shall record the use of eight (8) hours of sick leave on their monthly leave report when they miss more than one-half (1/2) of their scheduled activities for that day.

The faculty member shall record the use of four (4) hours of sick leave on their monthly leave report when they miss one-half (1/2) or fewer of their scheduled activities for that day.

For the purpose of this Section scheduled activities shall be defined to include scheduled classes, final exams, advising appointments, committee and/or evaluation meetings, in-service, graduation ceremonies, office hours, and approved travel.

D. The Employer shall maintain a system that will ensure accurate accounting of sick leave.

E. The Employer reserves the right to require a physician's statement verifying an illness or injury, including the faculty member's inability to work and his/her fitness to return to work when:

1. A faculty member has been absent for three (3) or more consecutive working days.
2. The faculty member has been absent for twenty percent (20%) or more working days in a monthly pay period.
3. The faculty member has incurred an on the job injury or illness;

4. The Employer reasonably determines that a physician's statement is necessary to determine that the faculty member can adequately or safely perform his/her job.
 5. In accordance with federal or state family leave laws if the reason for the absence is a qualifying reason under either law.
- F. Faculty members, upon termination of employment regardless of circumstances, shall have unused accumulated sick leave days reported to P.E.R.S. with applicable Administrative Board Policies and state laws.

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.1 Bereavement Leave: The Board shall allow a faculty member up to three (3) working days off with pay after the death of a member of the immediate family.
- A. At the faculty member's request, an additional seven (7) working days off may be scheduled through the Office of Instruction. These days shall be deducted from accumulated sick leave days.
 - B. For the purpose of this Section, immediate family shall mean spouse, domestic partner regardless of sex, the faculty member's and spouse's parent, brother, sister, grandparent, child, step-child, step-parent, son-in-law, daughter-in-law, or grandchild, or an individual who resides in and is an integral part of the faculty member's household.
 - C. Any additional time off may be arranged through the College President.

ARTICLE 22 - LEAVES WITH PAY

- 22.1 Civic Leave: Faculty members shall receive time off with pay for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the faculty member is not personally involved in the action as the plaintiff, the defendant, or the object of the investigation. Any remuneration received for such appearances held on a workday, less travel costs, shall be endorsed to the Employer.
- 22.2 Personal Leave: The Employer shall allow each faculty member up to twenty-four (24) hours of personal leave during a fiscal year. Personal leave is cumulative to a maximum of thirty-two (32) hours. The faculty member must give the College advance notice before taking personal leave, but is not required to divulge the personal reason(s) necessitating the leave request. Faculty members shall use personal leave in four (4) or eight (8) hour increments, depending on their scheduled activities for the day of the absence as follows:
- A. The faculty member shall record the use of eight (8) hours of personal leave on their monthly leave report when they miss more than one half (1/2) of their scheduled activities for that day.

- B. The faculty member shall record the use of four (4) hours of personal leave on their monthly leave report when they miss one-half (1/2) or fewer of their scheduled activities for that day.
- C. For the purpose of this Section, scheduled activities shall be defined to include scheduled classes, final exams, advising appointments, committee and/or evaluation meetings, in-service, graduation ceremonies, office hours, and approved travel.

22.3 Effect of Leaves on Faculty Status: Unless otherwise stated, faculty members who avail themselves to leaves in this Section shall not lose such time as credit for regular service for the purpose of advancement on the salary schedule or accrual of benefits.

22.4 Sabbatical Leave-Regulations and Procedures:

A. Purpose: The purpose of sabbatical leave is to provide eligible faculty members, including counselors and librarians with an opportunity for professional growth and development thereby substantially enhancing their future service to the College. Sabbatical leave includes activities for intellectual refreshment and professional growth and development by study, research, travel, or other creative activities. The ultimate objective for granting sabbatical leave is for the improvement of service to Southwestern Oregon Community College. The sabbatical leave is not an earned right but a privilege granted at the discretion of the Board of Education.

B. Eligibility:

- 1) First Eligibility: After six (6) academic years of continuous service as a full-time member of the faculty, a faculty member may request a sabbatical leave, not to exceed one year. Faculty members continue to remain eligible for sabbatical leave even though they do not apply for sabbatical leave when first eligible for the leave.
- 2) Subsequent Eligibility: Faculty members are eligible for a second sabbatical leave, and succeeding leaves thereafter, after six (6) academic years of continuous service has elapsed since a previous sabbatical leave was granted.
- 3) Exceptions to Eligibility:
 - a) Adjunct faculty are not eligible for sabbatical leave, nor shall years of service as an adjunct faculty member count toward years of continuous service for the purpose of Section B1 or B2 except when the years of adjunct service have been counted toward tenure as specifically set forth in Article 2.10C.

- b) As a rule, only one sabbatical leave from a division may be granted in any one year. When more than one request from any department is made, preference will be given based on merit of the application as determined by the Employer. Where merit of the applications is equal as determined by the Employer, the applicant with the greatest seniority shall be given preference.

C. Types of Leave: Eligible faculty members may apply for one of the following types of leaves:

1. Ten-Month Faculty:

- a. One academic year (three terms) on one-half salary;
- b. Two-thirds of an academic year (two terms) on three-fourths salary;
- c. One-third of an academic year (one term) on full salary.

Eligible faculty members who are normally on a ten-month contract may, at the sole discretion of the Employer, be employed for one year on a twelve-month contract and they may be granted a sabbatical leave during any one term, provided they agree to take an additional one-term leave in another academic year at their own expense.

2. Twelve-Month Faculty:

- a. One year or twelve months, on one-half salary;
- b. Two-thirds of a year, or eight months, on three-fourths salary;
- c. One-third of a year, or four months, on full salary. (Except in unusual circumstances, this type of leave will be limited to those who find it difficult, because of their professional assignment, to be away from their work over a longer period).

D. Application Procedure:

- 1. Application Form: Faculty Members requesting sabbatical leave must complete the Application for Sabbatical Leave Form set forth in Appendix C.
- 2. Time Line for Submission and Approval: Applications for Sabbatical Leave Forms must be submitted through the Division Director/Supervisor to the appropriate manager prior to February 1 in order to be reviewed by the Screening Committee for Sabbatical Leaves not later than February 15, prior to the academic year during for which the proposed leave is to begin. The Applications, together with the Committee's recommendations and certification of eligibility by Human Resources, will be forwarded to the President not later than March 1. The Applicants will be notified, in writing, of the President's and Board of Education's decision within seven (7) working days of the regular March Board of Education meeting. In special circumstances, sabbatical leave requests may be considered outside

of this timetable. The Board's decision regarding sabbatical leaves may be: approved, disapproved, or approved conditionally.

Faculty members who have applied for admission to a college or university for study, or who have applied for a scholarship, fellowship, grant-in-aid, or other similar assistance but who have not been notified of their acceptance prior to the deadline set for action by the screening committee, President, and/or Board of Education may be approved conditionally for sabbatical leave.

- E. Screening Committee Members: The Screening Committee for Sabbatical Leaves shall consist of the Dean of as permanent chair, one additional administrator appointed by the President, and the Faculty Senate Staff Development Committee consisting of a faculty representative of each division.
- F. Evaluation of Applications: The Screening Committee will evaluate applications and recommend action to the President. The Committee's evaluation and recommendation will be based solely on the merit of the application as it applies to the purpose of sabbatical leave stated in Section 1, Purpose.
- G. Approval or Disapproval: The Employer reserves the sole right to grant or deny sabbatical leave to faculty members. The exercise of this discretion shall not be subject to the grievance procedure unless the Federation can prove that the Employer was arbitrary or discriminatory in the exercise of this discretion. In no event may an arbitrator substitute his/her judgment for the judgment of the Employer. All sabbatical application forms submitted for review shall be clearly marked "approved" or "disapproved" and placed in the requestor's personnel file. A copy of the marked request form shall be returned to the requestor in accordance with Section 22.4D(2).
- H. Special Contractual Arrangement: To ensure the interests of the College, the faculty member will enter into a special, written contractual arrangement with the college at the time sabbatical leave is granted. The written contractual arrangement, to be written by the Director of Human Resources upon consultation with the Dean of Instructional and Student Services and the faculty member to take sabbatical leave, shall specify, at a minimum, the following and shall be signed by the faculty member and the Dean of Instructional and Student Services and be placed in the faculty member's personnel file prior to the commencement of the sabbatical leave:
 - 1. The date the sabbatical leave will commence;
 - 2. The date the faculty member will return to service;
 - 3. The terms of compensation; and

4. A statement indemnifying the college for any salary paid to the faculty member during the period of sabbatical leave in the event the faculty member fails to return to the district and fulfill the obligations set forth in Section L, Faculty Member's Obligation.
- I. Compensation: All sabbatical leave payments shall be paid on the regular monthly payroll cycle.
1. Full-Year Leaves: Full-year leaves shall be paid at one-half (1/2) the faculty member's salary. Prorated salary payments will be made in twelve equal monthly installments for full-year leaves.
 2. Less than Full-Year Leaves: Prorated salary payments for less than full-year leaves will be prorated during the period of the leave, in accordance with Section 22.4C, Types of Leaves.
 3. A Southwestern Oregon Community College employee who is granted sabbatical leave shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had he/she remained in active service except that salary increases for positive evaluations shall not be granted if the faculty member was not evaluated due to being on sabbatical leave. In such cases, the faculty member's evaluation rotation cycle shall be adjusted and the faculty member will be rescheduled for evaluation.
- J. Additional Compensation: In addition to sabbatical leave pay, the faculty member may accept a scholarship, fellowship, grant-in-aid, or other similar assistance, but may not accept compensation for employment that when added to his/her sabbatical leave payments equals an amount greater than that which he/she would have received had he/she not been on sabbatical leave.
- K. Faculty Member's Obligation:
1. Return to Service: Failure of a faculty member to return to the college and to teach at least two (2) years immediately following his/her sabbatical leave or failure to satisfactorily complete his/her scheduled program of study and/or travel shall result in forfeiture of his/her salary unless such failure is due to the faculty member's death or physical or mental disability certified by a licensed physician.
 2. Written Report: Not later than sixty (60) calendar days after returning to active service in the College, the faculty member who has taken sabbatical leave will file with the President a written report giving evidence that the program of study or travel agreed upon has been carried out. The President will arrange for the faculty member to make an oral presentation

of the report to the Board of Education. A copy of the written report will be placed in the faculty member's personnel file.

- L. Status: A faculty member granted a sabbatical leave shall be permitted to return to employment in the College with the same salary status which he/she would have enjoyed had he/she been teaching and in a comparable position, except that salary increases for positive evaluations shall not be granted if the faculty member was not evaluated due to being on sabbatical leave. Time spent in sabbatical leave shall be counted toward years of service for early retirement.

- M. Professional Study or Travel Considerations:
 - 1. Professional Study: If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted to the President for approval. Transcripts or other evidence of completion of the planned program of study will be submitted to the President within sixty (60) calendar days of the faculty member's return to duty and shall be placed in the faculty member's personnel file.

 - 2. Travel: Sabbatical leave which is for the purpose of travel will normally be approved only if the proposed program incorporates a plan of study in connection with the travel. Applicants will submit a detailed itinerary and program with a statement of the objectives of the plan. The faculty member will remain in travel status (including time spent in study) at least two (2) months for each term of leave granted. A written report will be submitted to the president within sixty (60) calendar days of the faculty member's return to duty and shall be placed in the faculty member's personnel file.

ARTICLE 23 - LEAVES WITHOUT PAY

- 23.1 Military Leave: Military leave shall be granted consistent with applicable state and federal laws.

- 23.2 On-The-Job Disability Leave:
 - A. Faculty members shall be granted leave for the period they are disabled from performing their regular job or other available duties offered by the Employer due to an on-the-job disability in accordance with applicable law.

 - B. Faculty members off work on work-related disabilities are required to keep the Employer apprised weekly of their anticipated date of return to work and any changes in their medical condition. The Employer may require written verification from the attending physician. If the Employer has doubts about the necessity for the leave or the nature/extent of the disability, an independent

medical opinion may be required. Such leave shall not count as regular service for the purpose of receiving step increases or accrual of benefits or seniority.

- C. Faculty members who are absent from work due to on-the-job disabilities are eligible to receive workers' compensation benefits.
- D. In order to have reinstatement rights, a faculty member returning from an on-the-job disability must request reinstatement within seven (7) calendar days of the date they receive notice from the Employer's insurance company that their attending physician released them to return to work. A request for reinstatement must be submitted in writing. Faculty members who make timely requests for reinstatement will be reinstated to their former position, upon written verification by the attending physician that the faculty member is able to perform the duties of their position and further provided that their position exists. In the event their former position no longer exists, the faculty member shall be reinstated to the next available and suitable position in accordance with applicable law.

23.3 Off the Job Disability Leave (Excluding Pregnancy Leave):

- A. Faculty members shall be granted disability leave for the period they are disabled from performing their regular job or modified or light duties offered by the Employer due to an off-the-job disability. Such leave shall be granted for the period of the disability, but not to exceed twelve (12) months.
- B. Any such leave shall require written verification from the attending physician. Requests for disability leaves must be made in writing as soon as possible after the necessity for the leave becomes known to the faculty member and must address the basis of the faculty member's disability. If the Employer has doubts about the necessity for the leave or the extent of the disability, an independent medical opinion may be required. Faculty members off work due to an off-the-job disability are required to keep the Employer apprised weekly of their anticipated date of return to work and any changes in their medical condition.
- C. A disability leave is without payment of wages or benefits, except that faculty members may be eligible to utilize accrued vacation and sick leave benefits during the leave period. Disability leave shall not count as hours of compensation for the purpose of receiving step increases or the accrual of any benefits set forth in this Agreement.
- D. In order to have reinstatement rights, a faculty member returning from an off-the-job disability must request reinstatement as soon as possible after the date they receive notice from their attending physician releasing them to return to work. A request for reinstatement must be submitted in writing. Faculty members who make timely requests for reinstatement will be reinstated to their former position upon written verification by the attending physician that the faculty member is able to perform the duties of their position provided they are released to work.

within six (6) months and provided further that their position exists. In the event they are released to return to work after six (6) months, but not to exceed twelve (12) months or their position no longer exists, the faculty member shall be reinstated to the next available and suitable position. If no suitable positions are available, the faculty member shall be eligible for recall as set forth in Article 31, Section 31.4b.

23.4 Pregnancy Leave:

- A. Faculty members who have been employed for six (6) months or longer shall be granted pregnancy leave for the period they are unable to perform their regular job or modified or light duties offered by the Employer due to pregnancy or related conditions.
- B. The employee must provide the Employer with a physician's written statement of limitations.
- C. Section 23.3 of Off the Job Disability Leave shall also apply to faculty members on pregnancy leave. In addition, faculty members on pregnancy leave may be eligible to utilize paid personal leave.
- D. In order to have reinstatement rights, a faculty member returning from pregnancy leave must request reinstatement within three (3) working days from the date they receive notice from their attending physician releasing them to return to work. A request for reinstatement must be submitted in writing. Faculty members who make timely requests for reinstatement shall be reinstated to their former position or an equivalent position in accordance with applicable law. If the faculty member's former position has been eliminated and there are no equivalent positions, the faculty member shall have the right to return to an available and suitable position in accordance with applicable law. If no suitable positions are available, the faculty member shall be eligible for recall as set forth in Article 31, Section 31.4B.

23.5 Parental Leave:

- A. Faculty members who have been employed ninety (90) days shall be granted parental leave. Such parental leave shall not exceed twelve (12) weeks and shall be in accordance with applicable law.
- B. Requests for parental leave must be made in writing at least thirty (30) days in advance and must identify the dates of the requested leave. Faculty members who fail to make timely requests may have their parental leave reduced or delayed, except as required by law.
- C. Parental leaves are considered unpaid except that a faculty member may be required to first utilize accrued vacation and sick leave. Faculty members disabled

by pregnancy or pregnancy-related conditions are also eligible to utilize accrued sick leave and other paid leave during the period of their disability.

- D. In order to preserve reinstatement rights faculty members on parental leave must return to work on the date specified by the Employer for return to work. Complications affecting return to work may, however, be considered for extension of the leave of absence. Reinstatement shall be to the faculty member's former position, provided their former position exists. If their former position does not exist, the faculty member shall be reinstated to an equivalent position in accordance with applicable law. If neither the faculty member's former position, nor an equivalent position exists, the faculty member shall be reinstated to an available and suitable position in accordance with applicable laws. If no suitable positions are available, the faculty member shall be eligible for recall as set forth in Article 31, Section 31.4B.

23.6 Family Medical Leave:

- A. Family Medical Leave will be in compliance with state and federal standards and future state and federal standards will be appropriately distributed. This could include posting on the Human Resources bulletin board.
- B. Request for family leaves must be made in writing. If the need for the leave is known to the faculty member in advance, the faculty member must give fifteen (15) days advance notice. If the leave is not known in advance, the faculty member must give verbal notice followed by confirmation in writing within three (3) working days. Section 23.3 of the Off-The-Job Disability Leave Section shall also apply to faculty members seeking family medical leave.
- C. Family leaves are considered unpaid, except that faculty members are required to utilize accrued sick leave and may use accrued vacation pay and personal leave.
- D. In order to have reinstatement rights, a faculty member returning from family medical leave must request reinstatement as soon as possible after the expiration of leave. A request for reinstatement must be submitted in writing. Faculty members who make a timely request for reinstatement shall be reinstated to their former position or equivalent position in accordance with applicable law. If the faculty member cannot be reinstated to their former or equivalent position due to changed circumstances, the faculty member will be reinstated to an available and suitable position in accordance with applicable law. If no suitable positions are available, the faculty member shall be eligible for recall as set forth in Article 31, Section 31.4B.

23.7 Leaves for Other Reasons: The Employer may grant a faculty member's request for leave of absence without pay for the purpose of study, research, travel, recovery of physical or mental health when a faculty member's health or physical condition makes it impossible for the faculty member to properly discharge his/her duties, and such other

leave as the Employer may deem in the best interest of the College, subject to the needs of the Employer. The Employer shall not unreasonably deny a faculty member's leave of absence request as set forth in this Section. Such leaves shall not count as regular service for the purpose of advancement on the salary schedule or accrual of benefits. The terms and conditions of a leave of absence without pay shall be mutually agreed to in writing prior to granting the leave.

- 23.8 Continuing Benefits While on Unpaid Leave: Faculty members on approved leave without pay shall be granted the opportunity of continuing benefits available to all other faculty members on a self-pay basis if allowed by the underwriter.

ARTICLE 24 - HOLIDAYS

- 24.1 Faculty Members on Ten (10) Month Contracts: Faculty members on a regular ten (10) month contract shall receive time off with pay on the following holidays: Martin Luther King Day, President's Day, Memorial Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving, and New Year's Day.
- 24.2 Faculty Members on Eleven (11) or Twelve (12) Month Contracts: Faculty members on eleven (11) or twelve (12)-month contracts shall receive time off with pay, if applicable to their contract period, for those holidays set forth in 24.1 and for the following holidays: Independence Day, Labor Day, Christmas Day, and the day before Christmas.
- 24.3 Holiday Observance: Holidays shall be observed in accordance with the instructional calendar of the College.

ARTICLE 25 - VACATIONS

- 25.1 Accrual: Faculty members employed on a 12-month contract shall accrue paid vacations on the basis that the annual accrual shall be 160 hours per fiscal year. The maximum accrual shall be 320 hours.
- 25.2 Vacation Utilization: Vacation time shall partially be utilized during periods of time between terms. As long as it is not disruptive to the operations of the District, faculty members shall be allowed to be gone from their positions on consecutive working days for the duration of their vacation.
- 25.3 Vacation Pay on Termination of Employment: Faculty terminating employment shall be paid a lump sum for all accrued, but unused vacation leave up to a maximum of 160 hours.
- 25.4 Faculty members employed on ten (10) or eleven (11) month contracts are ineligible for vacation accrual.

ARTICLE 26 - TUITION

- 26.1 Tuition, Fees and Texts for Faculty: Upon approval of the Dean of Instructional Services, faculty may enroll in one SOCC course per term. The Employer shall waive credit hour tuition and fees for one course per term provided the faculty member submits the proper paperwork in a timely manner.
- 26.2 Tuition for Other Courses: In addition to one courses as identified in 26.1, faculty members may enroll in any other SOCC courses, and the Employer will waive tuition and up to Fifty Dollars (\$50.00) in fees per term while all other fees shall be paid by the employee, provided the faculty member submits the proper paperwork in a timely manner. The Employer reserves the right to deal with on-line courses as it deems appropriate.
- 26.3 Super Circuit: in addition to 26.1 and 26.2, the Employer shall waive all tuition and fees for faculty members to enroll in Super Circuit.
- 26.4 Spouse/Dependent Waivers: Faculty members' spouses and dependent children as defined in I.R.S. Code and Regulations, shall be permitted to enroll in any/all SOCC courses with tuition waived and up to Fifty Dollars (\$50.00) per person per term in fees waived by the Employer, provided the faculty member submits the proper paperwork in a timely manner. The Employer reserves the right to deal with on-line courses as it deems appropriate. The faculty member shall be financially responsible for all costs incurred by his/her spouse or dependent children for enrolling in courses at the College.
- 26.5 Bookstore: All faculty members, their spouse and dependent children as defined in I.R.S. Code and Regulations shall be granted the opportunity to purchase specified professional books and supplies at a fifteen percent (15%) discount at the District bookstore.
- 26.6 Admission to College Functions: All faculty members' spouses and dependent children as defined in I.R.S. Code and Regulations shall be admitted free of charge to all District functions except the following:
- A. Functions that are self-supporting and/or jointly sponsored by the College and another entity, or
 - B. Functions at the Performing Arts Center, unless specifically waived by the College.

ARTICLE 27 - CONFERENCE AND TRAVEL

- 27.1 Staff Development: Faculty members may be reimbursed for the costs of attending staff development activities directly related to their teaching assignments, subject to budget limitations and the determination by the Employer that such attendance serves the best interests of the District. In the event that reimbursement is granted, such reimbursement shall be consistent with district-wide policy for member staff development.

- 27.2 Employer Assigned Travel: In accordance with Administrative and Board Policies, Faculty shall be reimbursed for travel assigned by the Employer. Reimbursement for meals and lodging shall be consistent with the Board approved per diem. The Employer shall pay the costs of previously approved commercial transportation. Use of personal vehicles shall be reimbursed as set forth in the Board's Administrative policy #4.002.

ARTICLE 28 - EARLY RETIREMENT POLICY

- 28.1 The Employer reserves the right to establish, revise or discontinue its early retirement policy without negotiations with the Federation. It is understood that any retirement policy established or revised by the Employer shall apply equally to all employees of the College. Adjunct faculty are not eligible to apply for early retirement.

ARTICLE 29 - FACULTY INVOLVEMENT IN RECRUITMENT AND SELECTION

- 29.1 Faculty Involvement: It is agreed that faculty involvement in the selection process is desirable to the institution. Adjunct Faculty are covered by the terms of this Article, however, they shall not be assigned to screening committees.
- 29.2 Screening Committees: Selection of faculty members shall be made only after candidates have been interviewed by a screening committee composed of a majority of faculty.
- 29.3 Screening Committee Recommendations: The President shall consider the recommendations of the screening committee in making a recommendation to the Board.
- 29.4. Faculty Involvement in Selection of Administrators: In addition, it is agreed that screening committees including faculty members shall be utilized to assist the Employer in the evaluation and selection of administrative candidates.

ARTICLE 30 - BUDGET DEVELOPMENT

- 30.1 Faculty Participation: The Employer agrees that faculty members shall be allowed to participate in the development of the College budget through the appropriate administrative channels.
- 30.2 Draft of Budget: The final draft of the budget will be provided to the Federation ten (10) calendar days prior to its submission to the District Budget Committee.
- 30.3 Income and Expense Reports: Monthly reports of expenditures and income will be prepared for Board approval and will be made available to all faculty members or other interested persons following the Board meeting.

ARTICLE 31 - REDUCTION IN FORCE AND RECALL

31.1 Definitions:

- A. Reduction in Force: A reduction in force shall be defined as a position(s) being terminated or eliminated as determined by the Employer. However, a reduction in force shall not include a reduction in work hours for all or some of the faculty members.
- B. Qualifications: Qualifications shall be defined to include, but are not limited to the required qualification standards, preferred qualification standards, and required knowledge, skills and abilities as specified in the current position description; education; experience; evaluations; licensure and certification; and/or prior discipline, if any.

31.2 Application:

- A. In the event that the Employer determines a reduction in force to be necessary, the President shall develop an overall plan of reduction which best protects the instructional capacity and flexibility required to maintain the highest quality of education possible for district students. This plan shall contain: (a) a justification for reduction in force; (b) an identification of all employees affected; and (c) all intended reassignments of faculty members' duties. Where possible, the principle of seniority will be followed, provided qualifications as defined in 31.1B are equal.
- B. The Employer shall be the sole judge of the faculty member's qualifications to perform the required work, except the decision shall not be arbitrary or discriminatory.
- C. Before implementing a reduction in staff, the Employer agrees to make every reasonable effort to reassign the faculty member(s) to another vacant position in the institution for which the individual is qualified as defined in 31.1B.
- D. In the event reassignment cannot be made, faculty members affected by reduction in staff shall have recall rights for two (2) years. Such recall rights shall apply to both full-time and part-time vacancies which may occur during the recall rights period for which they are qualified and shall include a reasonable time for which the faculty member may accept or decline the recall offer. In the event of recall, affected faculty shall be recalled in the inverse order of being laid off, provided they possess the necessary qualifications to perform the assignment to which they are being recalled.

31.3 Notice:

- A. Meeting With the Federation: The President shall present his/her overall plan

for reduction in force to the Federation in a confidential meeting.

- B. Meeting with Affected Employees: After the meeting with the Federation, the President will meet with affected employees to notify the employees of the reduction in force.
- i. Tenured faculty members identified for layoff will be provided as much notice as is practical under the circumstances but advance written notice shall not be less than one hundred (100) calendar days before the layoff shall become effective.
 - ii. Non-tenured, visiting, and/or adjunct faculty members identified for layoff will be provided as much notice as is practical under the circumstances but advance written notice shall not be less than sixty (60) calendar days before the layoff shall become effective.
- C. Alternative Plan: Within thirty days from the Federation's meeting with the President, the Federation may present an alternative method of reduction to the Board for consideration. The Board of Education in its role as appointing authority shall make the final determination of the layoff plan within thirty (30) calendar days from the Federation's submission. Decisions by the Board shall not be subject to Article 32, Grievance Procedure.

- 31.7 Termination of Seniority and Employment: A faculty member's seniority and employment in the bargaining unit may be terminated for any one (1) of the following reasons:
- 1) Discharge for cause;
 - 2) Resignation;
 - 3) Layoff in excess of twenty-four (24) months;
 - 4) Employment in a position with the Employer but outside the bargaining unit for longer than twelve (12) months;
 - 5) Rejecting a recall offer or job assignment;
 - 6) Violating the terms of the leaves set forth in Articles 20, 21, 22 and 23;
 - 7) Retiring; or
 - 8) Failing to notify the Employer as soon as possible of the receipt of a doctor's release for work. Except for employees on pregnancy leave as set forth in Article 23.4, faculty members shall have three (3) workdays following receipt of the release to notify the Employer of their availability for work and faculty members who are eligible for on-the-job disability leave as set forth in Article 23.2 shall have seven (7) calendar days following receipt of the release for work to notify the Employer of their availability for work.

ARTICLE 32 - GRIEVANCE PROCEDURE

- 32.1. Purpose: It is the declared objective of the Employer and the Federation to encourage the prompt resolution of all grievances as defined in 32.2. Accordingly, this grievance procedure is established to provide an orderly and expeditious procedure for such

grievance resolution.

- 32.2 Definition: A grievance is hereby defined as an alleged violation of the terms of this Agreement by the Employer.
- 32.3 Filing of Grievances: A grievance may be filed by a faculty member, group of faculty members, or the Federation. An individual faculty member or group of faculty members shall have the right to present grievances and to have such grievances adjusted without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Agreement. A faculty member may elect to have a representative of the Federation present at such meeting.
- 32.4 Informal: An attempt should be made to satisfactorily resolve the grievance through informal meetings and discussion beginning at the lowest possible level of administrative organization that has the authority to resolve the grievance. In the event of a resolution, and if requested by either the faculty member or the supervisor, such resolution shall be reduced to writing and forwarded to the Dean of Administrative Services prior to it becoming binding. Although a failure to utilize the informal process shall not deem the grievance untimely, should the employee elect to utilize the formal grievance procedure he/she shall be required to file the grievance in a timely manner as set forth in 32.5.
- 32.5 Formal: If the grievance is not satisfactorily resolved through informal means or in cases concerning the discharging of employees, the grievance shall be reduced to writing within thirty (30) calendar days of the date the grievant knew or should have known of the alleged violation. The written grievance shall include a concise and factual summary of the allegations, including the date of the occurrence, reference to the specific contract provisions in dispute, and the remedy sought. The written grievance shall be sent or delivered to the Dean of Administrative Services. The following procedure shall be used to resolve the grievance:

Step I: Within ten (10) working days of receipt of the written grievance, and at a mutually agreeable time, the Dean of Administrative Services shall meet with the grievant and/or Federation representative to discuss the grievance. For the purpose of this Article, working days shall be defined as Monday through and including Friday, excluding contractually recognized holidays. In such cases, the Dean of Administrative Services shall respond to the grievance in writing within ten (10) working days of the meeting.

Step II: If there is no satisfactory resolution of the grievance within ten (10) working days of the Step I response, at a mutually agreeable date and time, the Federation shall meet and attempt to resolve the grievance with the College President or his designee. The College President or designee shall respond to an employee or Federation grievance in writing within ten (10) working days after the next regularly scheduled meeting of the Board of Education but not to exceed twenty (20) working days from the date of the meeting with the College President or his designee giving specific reasons for his decision.

Step III: If there is no satisfactory resolution for the grievance, the Federation within ten (10) working days of receipt of the College President's response may appeal the decision to arbitration by filing a request to the American Arbitration Association via certified mail with a return receipt for a list of seven (7) proposed arbitrators, with a copy to the Dean of Administrative Services. It is the intention of both parties that selection of an arbitrator shall occur within thirty (30) working days of receiving the list of arbitrators. In the event the parties are unable to agree on an arbitrator, the Employer and the Federation shall alternately strike from the list one name at a time, until only one name remains on the list. The arbitrator remaining on the list shall be accepted by both parties, and a hearing on the grievance shall be scheduled and conducted in accordance with the Voluntary Rules of the American Arbitration Association.

- 32.6 Arbitrator's Jurisdiction: Jurisdiction of the arbitrator is limited to grievances which involve an alleged violation of a specific section or provision of this Agreement, and which are presented to the other party in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided.
- 32.7 Arbitrator's Judgement: The arbitrator shall have no power to modify, add to, subtract from, change or amend any term or condition of this Agreement or render an award which is in conflict with the provisions of this Agreement.
- 32.8 Arbitrator's Fees and Expenses: The fees and expenses of the arbitrator shall be paid by the losing party as determined by the arbitrator. The decision of the arbitrator shall be final and binding on the Employer, the Federation and the employees affected, consistent with the terms of this Agreement.
- 32.9 Notification and Time Limits: The grieving party may choose to drop the grievance at any step in this process by notification to the other party or by not taking action to pursue the matter to the next higher level within the time limits set out in the procedure. If the non-grieving party fails to meet the timetable in the process, the grievance shall be deemed denied and the grieving party may pursue the matter to the next higher step. However, if the grievance is not appealed to the next step within the specified time limits set forth in this Article, the grievance shall be deemed denied on the basis of the non-grieving party's response. Both parties may mutually agree to extend the time limits of the grievance process.
- 32.10 Arbitrator's Award: The arbitrator shall render his award within thirty (30) calendar days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.
- 32.11 Rights and Obligations: The Employer shall not be required or obligated under the terms of this Agreement or otherwise to submit to arbitration any claim or cause of action which it may have or assert on account of any alleged violation of this Agreement. The Employer shall have the right to sue at law or in equity in any court of competent jurisdiction, Federal or State, to enforce this Agreement and to recover for any breach or violation of this Agreement.

ARTICLE 33 - UNPROTECTED STRIKE ACTIVITIES AND LOCKOUTS

- 33.1 No Strikes: The Federation agrees that there will be no work stoppages or interruptions of regularly assigned duties, in violation of Oregon Revised Statutes, during the term of this Agreement. Any employee participating in any such work stoppage or interruption of work in violation of Oregon Revised Statutes, shall be subject to discipline as determined by the Employer, irrespective of the discipline, if any, imposed upon other employees. However, the Employer shall not exercise such a disciplinary right in an arbitrary or capricious manner.
- 33.2 No Lockouts: The Board of Education agrees not to lock out employees during the term of this Agreement.

ARTICLE 34 - SCOPE OF AGREEMENT

- 34.1 Scope of Agreement: This Agreement constitutes the negotiated agreements between the Employer and the Federation and supersedes any previous agreements or understandings whether oral or written which are contrary or inconsistent with the terms of this Agreement.
- 34.2 Entire Agreement: In the event that any provision or provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect. In addition, the parties agree to enter into negotiations for the revision of the Agreement with respect to any item that becomes invalid by reason of such court decision.
- 34.3 Waiver of Rights: The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Except as specifically stated in this Agreement, the Employer and the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

ARTICLE 35 – DURATION

35.1 Duration: This Agreement shall remain in full force and effect from July 1, 2009 through June 30, 2012.

FOR THE FEDERATION

Renee Menkens
Federation President

FOR THE EMPLOYER

Patty Scott, Ed.D
President

David Bridgham, Chair
Board of Education

Linda Kridelbaugh
VP of Administrative Services

APPENDIX A
Salary Schedule
2010-2012

<u>Step</u>	<u>Annual 10 Month Salary</u>	<u>Daily Rate (173 days)</u>
1	41600.00	240.46
2	43300.00	250.29
3	45000.00	260.12
4	46700.00	269.94
5	48400.00	279.77
6	50100.00	289.60
7	51800.00	299.42
8	53500.00	309.25
9	55200.00	319.08
10	56900.00	328.90
11	58600.00	338.73
12	60300.00	348.55
13	62000.00	358.38
14	63700.00	368.21
15	65400.00	378.03
16	67100.00	387.86
17	68800.00	397.69
18	70500.00	407.51
19	72200.00	417.34



APPENDIX C
Application for Faculty Sabbatical Leave

Name: _____ Date of Hire: _____

Current Position: 10-mo Tenured Faculty
 11-mo Tenure-track, Probationary Faculty
 12-mo Visiting Faculty

Have you been employed as full-time faculty for six (6) consecutive academic years? Yes No
Have you taken any previous leaves of absence while employed at SOCC? Yes No

If yes, please describe the leave, omitting any reference to approved FMLA or OFLA:

Dates of proposed Leave: From _____ To _____

Purpose of Leave: Intellectual refreshment Professional growth and development
By way of: Study Research Travel Other creative activity

Length/Type of Leave: *See Article 22.4C for more information about types of leave.*
 one academic year (3 terms or 12 months) @ 1/2 salary
 2/3 academic year (2 terms or 8 months) @ 3/4 salary
 1/3 academic year (1 term or 4 months) @ full salary

10-month faculty only: I request to be employed on a 12-month contract and take a one-term sabbatical leave on the condition that I take an additional one-term leave in another academic year at my own expense.

Briefly but completely describe the nature of your leave request: _____

Describe your professional justification for this request: _____

Describe your anticipated accomplishments through this proposed sabbatical: _____

Complete and sign the back of this form. Incomplete forms will be returned to originator.

Other comments (you may include suggestions for how your SOCC duties might be covered in your absence): _____

APPLICANT SIGNATURE

I believe that I am eligible to apply for Sabbatical Leave. The information contained in this application is accurate and true to the best of my knowledge. I agree to abide by the conditions of Sabbatical Leaves as outlined in the Faculty Collective Bargaining Agreement and agree to enter into a written contractual agreement prior to beginning my leave, if approved, and I agree to fulfill the obligations set forth in the Bargaining Agreement and in the written contractual agreement. I understand that failure to fulfill my obligations may result in a forfeiture of salary.

Signature of Applicant

Date

APPROVAL / SIGNATURES

Human Resources verification of eligibility: meets eligibility does not meet eligibility
Has been employed as full-time faculty for 6 continuous academic years without a leave of absence.*
Has been continuously employed for 6 continuous academic years since previously granted sabbatical.

Date Received by Dean of Instruction _____

Screening Committee

Recommend Approval Recommend Denial

Comments: _____

Division Director

Recommend Approval Recommend Denial

Comments: _____

Associate Dean

Recommend Approval Recommend Denial

Comments: _____

Dean of Instruction

Recommend Approval Recommend Denial

Comments: _____

President

Recommend Approval Recommend Denial

Comments: _____

Board of Education

Recommend Approval Recommend Denial

Comments: _____

OUTCOME

Sabbatical Leave request is: approved as requested denied conditionally approved

Explanation of denial or conditional approval: _____

Date filed in personnel file: _____

Applications for Sabbatical Leave must be signed and received by the Dean of Instruction by February 12 of the year prior to the year in which the leave is to take place in order to be submitted for review by the screening committee by February 15. It is the submitting faculty member's responsibility to ensure that the application is submitted in a timely manner and received by the Dean of Instruction.

**leave of absence for the purpose of eligibility does not include FMLA or OFLA leave.*

**LETTER OF UNDERSTANDING
BETWEEN
SOUTHWESTERN OREGON COMMUNITY COLLEGE
AND
SOUTHWESTERN OREGON COMMUNITY COLLEGE FACULTY
FEDERATION**

RE: INTELLECTUAL PROPERTY

It is agreed between the parties that the Union's proposal regarding intellectual property shall be deferred to the Section 4.2 Federation/Employer Meetings for discussion. These discussions dealing with the Union's proposal on intellectual property shall not exceed sixty (60) calendar days commencing from the initial Federation/Employer Meeting dealing with the Union's proposal regarding intellectual property. If the Federation and Employer reach agreement on intellectual property, a Letter of Understanding will be executed incorporating the agreement of the parties. In the event the Federation and Employer are unable to reach agreement within sixty (60) calendar days, the parties agree that the issue will be deferred to negotiations for a renewal Collective Bargaining Agreement. The Federation and Employer acknowledge that the no strike, no lockout requirements of Article 33, Unprotected Strike Activities and Lockouts, will continue to apply. The parties also acknowledge and agree that the matter is not subject to the grievance/arbitration provisions of Article 32, Grievance Procedure, and is not within the authority of an arbitrator to consider. Lastly, the parties agree to waive their right to file any unfair labor practice charges with Employment Relations Board regarding their discussion on intellectual property.

Previously signed on March 31, 2003

Signed this 26th day of September, 2005 at Coos Bay, Oregon.

FOR THE FEDERATION

Dan Neal,
Negotiations Chair

FOR THE EMPLOYER

Judith M.L. Hansen, Ph.D
President

Marcia Jensen, Chair
Board of Education

Sheldon L. Meyer, Ph.D
Dean of Administrative Services

**LETTER OF UNDERSTANDING
BETWEEN
SOUTHWESTERN OREGON COMMUNITY COLLEGE
AND
SOUTHWESTERN OREGON COMMUNITY COLLEGE FACULTY
FEDERATION**

RE: FACULTY WORKING IN CONTRACTED TRAINING AND EDUCATIONAL SERVICES

1. Faculty working in Contracted Training and Educational Services are covered by the terms of this Letter of Understanding and the faculty Collective Bargaining Agreement except as specifically set forth in this Letter of Understanding.
2. Faculty working in Contracted Training and Educational Services are covered by the terms of ARTICLE 5, ACADEMIC FREEDOM AND RESPONSIBILITY except:
 - A. Faculty working in Contracted Training and Educational Services should be especially cognizant of the populations with which they are working when introducing controversial matter into classroom discussion.
 - B. In the event that the contract between Southwestern Oregon Community College and a contracting agency restricts the material or topics to be introduced into classroom discussion, the restrictions and/or procedures of that contract will take precedence.
3. Faculty working in Contracted Training and Education Services are covered by the terms of ARTICLE 7, SICK LEAVE, ARTICLE 19, INSURANCE COVERAGE, ARTICLE 21, BEREAVEMENT LEAVE, ARTICLE 22, LEAVES WITH PAY, ARTICLE 23, LEAVES WITHOUT PAY, ARTICLE 24, HOLIDAYS, ARTICLE 25, VACATIONS and ARTICLE 26, TUITION except:
 - A. Faculty working Contracted Training and Educational Services will receive time off for holidays in accordance with the schedule of the contracting agency.
 - B. Faculty working in Contracted Training and Educational Services shall schedule vacations and time off based on the needs and calendar of the contracting agency.
4. Faculty working in Contracted Training and Educational Services **are not** covered by the terms of ARTICLE 15, PROBATIONARY PERIOD AND TENURE.
5. Faculty working in Contracted Training and Educational Services **are not** covered by the terms of ARTICLE 16, EVALUATION, SECTION 16.3A, PEER EVALUATION OF TENURED FACULTY, and SECTION __, UNTENURED FACULTY.

6. Faculty working in Contracted Training and Educational Services are covered by the terms of Article 16, EVALUATION, SECTION 16.3C, ADMINISTRATIVE EVALUATION.
7. Faculty working in Contracted Training and Educational Services **are not** covered by the terms of ARTICLE 17, DISCIPLINE AND DISCHARGE, except:
 - A. The Employer agrees that the termination of faculty working in Contracted Training and Educational Services during a contract year shall only be for just cause, which shall include but not be limited to financial exigency, termination of services for the contracting agency, declining enrollments, program reduction, or program termination. Except for discipline related just cause violations, a minimum of 30 days notice shall be given before termination.
 - B. Normally eligible faculty working in Contracted Training and Educational Services will receive notice of contract renewal for the next academic year on or before June 1.
8. Faculty working in Contracted Training and Educational Services **are not** covered by the terms of ARTICLE 12, WORKLOAD, SECTION 12.2, COMMITTEE ASSIGNMENTS AND OTHER ASSIGNED ACTIVITIES, SECTION 12.3, COACHING, SECTION 12.5, ADVISING, AND SECTION 7, NIGHT TEACHING.
9. Faculty working in Contracted Training and Educational Services shall maintain a minimum equivalent of one hour a day of office hours and shall attend all inservice and orientation/training activities scheduled on contracted duty days.
10. Faculty working in Contracted Training and Educational Services **are not** covered by the terms of ARTICLE 2, TERMS OF SERVICE, SECTION 2.8C, YEARS OF SERVICE FOR VISITING APPOINTMENTS.
11. Faculty working in Contracted Training and Educational Services **are not** covered by the terms of ARTICLE 28, EARLY RETIREMENT POLICY.
12. Faculty working in Contracted Training and Educational Services **are not** covered by the terms of ARTICLE 32, GRIEVANCE PROCEDURE except it is agreed that any decisions of the Employer with respect to the continuation of employment of faculty working in Contracted Training and Educational Services are not subject to the grievance procedure of the Agreement unless the grievance relates to only an arbitrary or discriminatory use of the terms of employment for faculty in Contracted Training and Educational Services. In no event may an arbitrator substitute his/her judgment for the judgment of the Employer.
13. Faculty working in Contracted Training and Educational Services are covered by the terms of ARTICLE 29, FACULTY INVOLVEMENT IN RECRUITMENT AND SELECTION, except that:

- A. Faculty working in Contracted Training and Educational Services shall not be required to serve on screening committees.
 - B. Screening committees shall include faculty whenever possible, but **will not** be required to be composed of a majority of faculty.
 - C. Screening committee participation will not constitute hours toward work load.
14. Faculty working in Contracted Training and Educational Services **are not** covered by the terms of APPENDIX C, SABBATICAL LEAVE: REGULATIONS AND PROCEDURES.

Previously signed on October 16, 1996

Signed this 26th day of September, 2005 at Coos Bay, Oregon.

FOR THE FEDERATION

FOR THE EMPLOYER

Dan Neal,
Negotiations Chair

Judith M.L. Hansen, Ph.D
President

Marcia Jensen, Chair
Board of Education

Sheldon L. Meyer, Ph.D
Dean of Administrative Services

**LETTER OF UNDERSTANDING
BETWEEN
SOUTHWESTERN OREGON COMMUNITY COLLEGE
AND
SOUTHWESTERN OREGON COMMUNITY COLLEGE FACULTY
FEDERATION**

RE: DIVISION CHAIRS

1. The purpose of this Letter of Understanding is to memorialize the discussion about the reinstatement of the Division Chair positions.
2. Division Chairs would be covered by the terms of this Letter of Understanding and the faculty Collective Bargaining Agreement except as specifically set forth in this Letter of Understanding.
3. Current Division Directors would remain as Division Directors until such time as they terminate via attrition and would not be covered by the terms of the Collective Bargaining Agreement.
4. Division Chairs would be elected by the Division Membership and recommended for approval to the Dean of Instructional Services. The Dean of Instructional Services shall be the ultimate authority in the selection of Division Chairs.
5. There will be a job description for Division Chairs that will detail job functions.
6. Factors used to determine and measure accountability will be developed.
7. Release time of six (6) to nine (9) load credits, averaged over an academic year, would be granted for Division Chairs as determined by the Dean.
8. Nothing in this Letter of Understanding would alter the rights of the Employer to direct and manage the affairs of the District. As the Employer in the Agreement, the Southwestern Oregon Community College Board of Education and its agents would retain all authority, rights, functions, and powers not specifically abridged, deleted, or modified by this Letter of Understanding or Collective Bargaining Agreement or by statute.
9. Division Chair positions would be for a period of 2-3 years, yet to be determined.
10. Division Chair positions would have a probationary period of up to six (6) months.

Previously signed on March 31, 2003

Signed this 26th day of September, 2005 at Coos Bay, Oregon.

FOR THE FEDERATION

Dan Neal,
Negotiations Chair

FOR THE EMPLOYER

Judith M.L. Hansen, Ph.D
President

Marcia Jensen, Chair
Board of Education

Sheldon L. Meyer, Ph.D
Dean of Administrative Services

**LETTER OF UNDERSTANDING
BETWEEN
SOUTHWESTERN OREGON COMMUNITY COLLEGE
AND
SOUTHWESTERN OREGON COMMUNITY COLLEGE FACULTY
FEDERATION**

**RE: FACULTY WORKING IN ENTERPRISE FUNDED POSITIONS
(i.e., Oregon Coast Culinary Institute)**

1. Faculty working in Enterprise Funded Positions are covered by the terms of this Letter of Understanding and the faculty Collective Bargaining Agreement, except as specifically set forth in this Letter of Understanding.
2. Faculty working in Enterprise Funded Positions ARE covered by the terms of ARTICLE 2, Definitions and Types of Appointments, except:
 - A. Faculty working in Enterprise Funded Positions shall only be given Visiting or Adjunct Appointments.
 - B. Article 2.12, Accredited Institutions shall include industry-recognized certification-granting institutions or organizations for Culinary Arts certification.
3. Faculty working in Enterprise Funded Positions ARE NOT covered by the terms of ARTICLE 12, Workload, except:
 - A. Faculty working in Enterprise Funded Positions shall not be assigned more than thirty-five (35) classroom contact hours per week.
4. Faculty working in Enterprise Funded Positions ARE NOT covered by the terms of ARTICLE 14, Scheduling and Teaching Assignments.
5. Faculty working in Enterprise Funded Positions ARE covered by the terms of ARTICLE 15, Probationary Period and Tenure, except:
 - A. Faculty working in Enterprise Funded Positions shall not be given Tenure Track Appointments and therefore are not eligible for tenure.
6. Faculty working in Enterprise Funded Positions ARE covered by the terms of ARTICLE 22, Leaves With Pay except:
 - A. Faculty working in Enterprise Funded Positions shall not be eligible for Sabbatical Leaves.

7. Faculty working in Enterprise Funded Positions ARE covered by the terms of ARTICLE 25, Vacations, except:
 - A. Faculty working in Enterprise Funded Positions shall schedule vacations and time off based on the needs and calendar of the Enterprise Funded program.
8. Faculty working in Enterprise Funded Positions ARE covered by the terms of ARTICLE 29, Faculty Involvement in Recruitment and Selection, except:
 - B. Faculty working in Enterprise Funded Positions shall not be required to serve on screening committees.
 - C. Screening committees for Enterprise Funded Positions shall include faculty whenever possible, but **will not** be required to be composed of a majority of faculty.

Signed this ____ day of _____, 2010 at Coos Bay, Oregon.

FOR THE FEDERATION

FOR THE EMPLOYER

Dan Neal,
Negotiations Chair
Local 3190

Dr. Judith Hansen,
President

Dr. Sheldon Meyer,
Dean of Administrative Services

Marcia Jensen, Chair
Board of Education