

**SOUTHWESTERN OREGON COMMUNITY
COLLEGE AGREEMENT**



**BOARD OF EDUCATION OF SOUTHWESTERN
OREGON COMMUNITY COLLEGE DISTRICT**

and the

**SOUTHWESTERN OREGON COMMUNITY
COLLEGE FEDERATION OF TEACHERS**

July 1, 2019 through June 30, 2024

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By and Between
the
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SOUTHWESTERN OREGON COMMUNITY
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the
SOUTHWESTERN OREGON
COMMUNITY COLLEGE FEDERATION
OF TEACHERS**

14 This Agreement is by and between the Board of Education of Southwestern Oregon Community
15 College District, hereinafter called the "Employer," and the Southwestern Oregon Community
16 College Federation of Teachers, hereinafter called the "Federation." The term "Employer" used
17 hereinafter shall mean the Board of Education or its lawful delegated representatives.
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ARTICLE 1 – RECOGNITION

- 22 1.1 The Employer recognizes the Federation as the exclusive bargaining representative only
23 for College faculty, with tenured, tenure track, visiting and lecturer appointments and who
24 work more than fifty percent (50%) on ten (10)-month, eleven (11)-month, or twelve (12)-
25 month annual appointments. Employees excluded from this Agreement shall include, but
26 are not limited to managers, confidential, supervisory, administrative employees,
27 (including non-instructional specialists), classified employees, and all other employees.
28
- 29 1.2 Disputes regarding the appropriateness of the unit shall be handled consistent with
30 applicable state statute and Employment Relations Board rules.
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ARTICLE 2 – DEFINITIONS AND TYPES OF APPOINTMENTS

- 35 2.1 Appointment Year: Normally, faculty members shall be appointed on the academic year
36 (fall, winter and spring) basis. See Article 9.2 for non-academic year appointments. Under
37 certain circumstances, such as grants, contracts, or enterprise fund programs, faculty may
38 also be appointed on a grant's fiscal year, the College's fiscal year, or other basis for
39 purposes of annual appointments.
40
- 41 2.2 Fiscal Year: The College's fiscal year shall run consecutively from July 1 through June
42 30. Grant, contract, and enterprise program fiscal years may differ from the College's
43 fiscal year.
44
45

- 1 2.3 Partial Year Appointments: Normally, faculty shall not be hired for less than one full
2 appointment year. In certain circumstances, such as leave replacement, appointments for
3 less than one year may be made. Appointments of less than one year shall not count toward
4 years of service for the purpose of tenure, evaluation-related increases or sabbatical
5 eligibility, nor shall a partial year lecturer appointment count toward the four-year
6 eligibility limitation for lecturer appointments set forth in 2.10A.
7
- 8 2.4 Faculty or Faculty member: The word faculty or faculty member as used in this Agreement
9 shall mean an individual covered by this Agreement as set forth in 1.1.
10
- 11 2.5 Academic Year: The academic year shall consist of four academic terms beginning with
12 the summer term and ending with the spring term and follow the instructional calendar of
13 the College.
14
- 15 2.6 Types of Appointments: Faculty members shall be given one of four types of annual
16 appointments: (1) tenure track, (2) tenured, (3) visiting or (4) lecturer.
17
- 18 2.7 Tenure Track Appointments: A tenure track appointment shall be given in all cases other
19 than those in which a visiting or lecturer appointment is deemed appropriate. A tenure
20 track appointment is probationary until tenure is granted in accordance with the terms of
21 this Agreement, Article 15, Probationary Period and Tenure.
22
- 23 A. It is agreed that full-time faculty positions will normally be tenure track positions.
24 It is further agreed that circumstances may exist that make a visiting or lecturer
25 appointment a more appropriate choice. These circumstances will be limited to
26 such cases where a program is temporary or experimental in nature; the position is
27 for two years or less, is advertised as such, and will not be renewed as an on-going
28 position; because unforeseeable time constraints made a national, or regional if
29 appropriate, search impossible or impractical and the hire is deemed an emergency
30 hire.
31
- 32 B. Visiting and lecturer full-time faculty positions combined shall not normally exceed
33 twenty percent (20%) of all types of full-time faculty appointments, except in cases
34 such as explained in 2.7A.
35
- 36 2.8 Tenured Appointments: A tenure track faculty member who has successfully completed
37 his or her probationary period and has been granted tenure by the Board of Education shall
38 receive a tenured appointment.
39
- 40 2.9 Visiting Appointments:
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- 42 A. A visiting appointment may be given in the following cases:
43
- 44 1. To fill a temporary vacancy in a tenured or tenure track position for one
45 academic or fiscal year.
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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 (tenure track or tenured) 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.
 4. A visiting position shall be advertised in a national search. The search will indicate that the position may move to tenure track depending on funding.
- 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 (tenure track or tenured) 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 (tenure track or tenured) 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 Lecturer Appointment: A faculty member who receives a lecturer Appointment is considered to have a non-permanent appointment and shall be placed on the salary schedule in accordance with Article 10, Appendix A or B and paid eighty percent (80%) of a regular appointment salary.
- A. Lecturer 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. Lecturer 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 a Lecturer Appointment: Faculty on Lecturer appointments shall not be granted tenure. A lecturer faculty member will receive an annual appointment for up to one-year, for three or four consecutive academic terms. Lecturer faculty are limited to four (4) years of lecturer faculty employment.

1 C. Years of Service for Lecturer Appointments: In the event a probationary tenure
2 track faculty member has held at least two (2) years of lecturer faculty appointments
3 prior to receiving a tenure track appointment, the employer may apply up to a
4 maximum of fifty percent (50%) of the lecturer years of service toward tenure, but
5 shall apply at least one year of service toward tenure when three or more
6 consecutive lecturer years have been served and evaluations have been conducted
7 in accordance with Article 16 of this Agreement. The decision to apply lecturer
8 years of service toward tenure shall not be subject to the grievance procedure unless
9 the grievance relates to only an arbitrary or discriminatory application of lecturer
10 years of service toward tenure.

11
12 2.11 Moving from a Visiting Appointment to Tenure Track Appointment:

13
14 A. Visiting positions created under the exceptions to 2.7 that are not grant, contract, or
15 enterprise-funded shall be eliminated after a maximum of two years' time or shall
16 become tenure track positions for any successive years. In such cases that the
17 College chooses to move the visiting position, or creates a new tenure track position
18 within the same academic department, the incumbent will move into the new tenure
19 track position, with the years of visiting appointment credited toward tenure.

20
21 B. Lecturer faculty appointments are not eligible to move to tenure positions.
22 However, qualified incumbents filling lecturer faculty positions are eligible to
23 apply and compete for an interview. This Section shall in no way be construed as
24 a promise of continued employment for the lecturer incumbent.

25
26 2.12 Accredited Institution: For the purposes of this Agreement, accredited institution shall
27 mean an institution accredited by a federally-recognized accreditor or an institution
28 approved by the State of Oregon Office of Degree Authorization. For Oregon Coast
29 Culinary Institute, accredited institutions shall include industry-recognized certification-
30 granting institutions or organizations for Culinary Arts certification.

31
32 2.13 Employer: For the purposes of this Agreement, Employer shall mean the College Board
33 of Education or its administrative designee. Where specifically referenced as providing
34 information to or from the Employer, Employer shall mean the Vice President of
35 Instruction, Vice President of Administrative Services, or Chief Human Resources Officer,
36 as appropriate.

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39 **ARTICLE 3 – NON-DISCRIMINATION**

40
41 3.1 Non Discrimination: In accordance with Oregon law, the Employer and the Federation
42 agree not to discriminate against faculty members or applicants for faculty positions
43 because of their membership or non-membership in the Federation or because of other
44 rights granted to employees under the Public Employees Collective Bargaining Act.

1 3.2 Faculty Rights: The Employer and the Federation agree to comply with state and federal
2 laws regarding discrimination on the basis of race, color, gender, age, disability, gender
3 identity, veteran's status, national origin, sex, sexual orientation, political activities,
4 religion, marital status or other protected status in accordance with applicable law.
5
6

7 **ARTICLE 4 – FEDERATION ACTIVITIES AND RIGHTS**

8

9 4.1 Federation Responsibility: The Federation agrees to assume full responsibility to insure
10 full compliance with Federal and state law with respect to non-members covered by this
11 Agreement.
12

13 4.2 Payroll Deduction: New employees are required to provide Payroll with a completed
14 Authorization for Dues Withholding. The Employer agrees to deduct the regular
15 Federation membership dues once each month from the pay of those employees who
16 individually request, in writing, that such deductions be made. The amounts to be deducted
17 shall be certified to the Employer by the Treasurer of the Federation. Federation
18 membership dues shall be deducted for twelve (12) calendar months, regardless of the
19 10-, 11-, or 12-month status of a faculty member's appointment.
20

21 4.3 Remittance to Federation: The aggregate deductions for membership dues shall be remitted
22 together with an itemized statement to the Treasurer of the Federation by the 10th day of the
23 succeeding month after such deductions are made.
24

25 4.4 Voluntary Committee on Political Education (hereinafter referred to as C.O.P.E. Payroll
26 Deductions): The Employer and the Federation agree that upon written request on a form
27 provided by the Federation, members of the Federation may have voluntary C.O.P.E.
28 contributions deducted from their paychecks. The amount will be forwarded to the
29 Federation with regular dues deduction, with the C.O.P.E. amount so specified.
30

31 4.5 Indemnification: The Federation agrees to indemnify the Employer and hold it harmless
32 against any and all suits, claims, demands and liability for damages or penalties that shall
33 arise out of or by reason of any action that shall be taken by the Employer for the purpose
34 of complying with the foregoing provisions of this section provided such action has been
35 authorized by the faculty member and such authorization has not been rescinded.
36

37 4.6 Use of College Facilities: The Federation and its members shall have the right to use the
38 College facilities for meetings without charge, provided that such use shall not interfere
39 with nor interrupt normal College operations, nor shall cause increased operational costs
40 to the College, and that arrangement for such use shall be made in accordance with
41 established procedures. The Federation shall pay for the use of the facilities that involves
42 increased operational costs, including but not limited to additional custodial and maintenance
43 services, technical support or use of specialized facilities' equipment such as sound and audio-
44 visual systems in the Performing Arts Center.
45

1 4.7 Federation Business: Duly authorized representatives of the Federation shall be permitted
2 to transact official Federation business on the College campus.
3

4 4.8 Use of Equipment: The Federation shall have the right to use College equipment, including but
5 not limited to personal computers, internet connections, printers and copiers and all types of
6 audio-visual equipment, without costs, when such equipment is not otherwise in use for
7 business purposes, provided no additional cost to the College is incurred. The Federation shall
8 also have the right to use College materials and supplies incidental to such use of equipment at
9 cost.
10

11 4.9 Federation Communications: The Federation shall have the right to use faculty bulletin
12 boards for posting notices of its activities and shall have the use of other channels of
13 communication on campus, including but not limited to the College newsletter and faculty
14 mailboxes, and/or electronic mail and web publishing for communications with faculty
15 members. All mass distributions shall clearly indicate the Federation as the distributor of
16 the material and comply with the Employer's communication policies, including any
17 revisions to these policies, provided these policies do not violate the specific terms of this
18 Agreement.
19

20 4.10 College Systems and Equipment: All Employer electronic and telephonic communications
21 systems or other business equipment are the property of the Employer, and are to be used solely
22 for job-related purposes, except as otherwise expressly set forth in this Agreement. The use of
23 these systems or business equipment shall be consistent with the Employer's business
24 interests.
25

26 The Employer reserves the right to monitor, retrieve, and/or take possession of such
27 systems or equipment, including but not limited to internet usage history and printing,
28 reading, listening to and/or viewing all resident data on College equipment, in accordance
29 with the Employer's communications policies, including any revisions to these policies.
30 Use of the Employer's electronic and telephonic communications systems or other business
31 equipment is *not confidential*. Employees should have *no expectation of privacy* with
32 regard to use of the systems.
33

34 4.11 Board of Education/District Budget Committee Meetings: The Federation shall be entitled
35 to an ex-officio position at all Board of Education meetings and District Budget Committee
36 meetings, and shall be allowed to enter any items on any agenda and shall be allowed to
37 speak on any question on any agenda in accordance with Board policy.
38

39 4.12 Copy of Agreement: The Employer shall furnish to each member of the bargaining unit
40 now employed or hereinafter employed a copy of this Agreement. Such printing shall be
41 done on the College campus.
42
43

1 4.13 Information Furnished to Federation: The Federation shall be furnished agendas, minutes
2 and study materials at the same time and in the same form as those furnished the Board of
3 Education except for that information which, in its current stage of discussion, must be
4 considered confidential to prevent public embarrassment to an individual, individuals or
5 the College, or in accordance with Oregon State law. The College President's letter of
6 transmittal shall not be included in the material furnished to the Federation.

7
8 4.14 Public Information: Public information of the College shall be made available to the
9 Federation upon request. Such requests shall be made sufficiently in advance to allow for
10 their assembly and will not involve unreasonable costs or staff time.

11
12 4.15 List of Bargaining Unit Members: The Employer, upon request, shall furnish the
13 Federation with an up-to-date listing of the names and addresses of all members of the unit.

14
15 4.16 Federation Business during Work Time: The faculty shall not conduct Federation business
16 on the Employer's work time except as expressly set forth below:

17
18 A. Federation/Employer meetings as set forth in 6.2 shall be scheduled at times mutually
19 agreed upon by the Federation and the Employer. Time spent by the grievant, a
20 representative designated by the Federation, and/or members of committees
21 designated by the Employer to attend such meetings shall result in no loss of pay if
22 the meetings occur during normal business hours, and shall require no additional
23 compensation directly from the Employer if beyond normal business hours.

24
25 B. Collective bargaining between the Employer and the Federation Negotiations
26 Committee shall be scheduled at times mutually agreed upon by the Federation and
27 the Employer during normal business hours, provided that it does not unnecessarily
28 interfere with classroom instruction or other professional duties. Bargaining during
29 agreed upon times by Federation Negotiating Committee members shall not result
30 in a loss of pay, nor shall the Federation Negotiating Committee members receive any
31 additional compensation directly from the Employer if the meetings are conducted
32 outside of normal business hours.

33
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35 **ARTICLE 5 – ACADEMIC FREEDOM**

36
37 5.1 In General: Employer and Federation subscribe to the following statements on academic
38 freedom of the American Association of University Professors and the American Library
39 Association.

40
41 5.2 Academic Freedom: The purpose of this statement is to promote public understanding and
42 support of academic freedom and agreement upon procedures to assure them in colleges
43 and universities. Institutions of higher education are conducted for the common good and
44 not to further the interest of either the individual teacher or the institution as a whole. The
45

1 common good depends upon the free search for truth and its free exposition. Academic
2 freedom is essential to these purposes and applies to both teaching and research. Freedom
3 in research is fundamental to the advancement of truth. Academic freedom in its teaching
4 aspect is fundamental for the protection of the rights of the teacher in teaching and of the
5 student in freedom in learning. It carries with it duties correlative with rights.
6

7 A. The instructor is entitled to full freedom in research and in the publication of the
8 results, subject to the adequate performance of his/her other academic duties, but
9 research for pecuniary return should be based upon an understanding with the
10 authorities of the institution.

11
12 B. The instructor is entitled to freedom in the classroom in discussing the subject, but
13 he/she should be careful not to introduce into his/her teaching controversial matter
14 which has no relation to his/her subject.
15

16 C. The college or university teacher is a citizen, a member of a learned profession and
17 an officer of an educational institution. When he/she speaks or writes as a citizen,
18 he/she should be free from institutional censorship or discipline, but his/her special
19 position in the community imposes special obligations. As a person of learning and
20 an educational officer, he/she should remember that the public may judge his/her
21 profession and his/her institution by his/her utterances. Hence, he/she should at all
22 times attempt to be accurate, should exercise appropriate restraint, should show
23 respect for the opinions of others and should make every effort to indicate that
24 he/she is not an institutional spokesman.
25

26 5.3 Council of the American Library Association Policies: The Council of the American
27 Library Association reaffirms its belief in the following basic policies which should govern
28 the services of all libraries:
29

30 A. As a responsibility of library service, books and other library materials selected
31 should be chosen for values of interest, information and enlightenment of all the
32 people of the community. In no case should library materials be excluded because
33 of the race or nationality or the social, political or religious views of the authors.
34

35 B. Libraries should provide books and other materials presenting all points of view
36 concerning the problems and issues of our times; no library materials should be
37 proscribed or removed from libraries because of partisan or doctrinal disapproval.
38

39 C. Censorship should be challenged by libraries in the maintenance of their
40 responsibility to provide public information and enlightenment.
41

42 D. Libraries should cooperate with all persons and groups concerned with resisting
43 abridgement of free expression and free access to ideas.
44

45 E. The rights of an individual to the use of a library should not be denied or abridged
46 because of age, race, religion, national origin or social or political views.
47

1 **ARTICLE 6 – JOINT EMPLOYER/FEDERATION RELATIONS**

2
3 6.1 Individual Appointments: No individual appointment of employment shall be entered into
4 which is inconsistent with this Agreement. Reference to this Agreement will be
5 incorporated into any individual appointment agreement.
6

7 6.2 Federation/Employer Meetings: The Employer agrees that its representatives shall meet
8 with representatives of the Federation per Article 6.3, for the policies, procedures, and
9 proposed plans that impact faculty working environment and welfare. These meetings will
10 be scheduled once a month with any additional meetings determined by the committee.
11 The representatives of the employer shall provide an agenda; if the faculty federation has
12 discussion items, they will submit them 48 hours in advance. These Federation/Employer
13 meetings shall not be a process for the parties to re-negotiate the provisions of this
14 Agreement. These meetings shall not be used as part of the grievance process. Neither party
15 shall have any control over the selection of the representation of the other party. It is agreed
16 that neither party shall have more than four (4) representatives at such meetings. It is further
17 agreed that nothing in this Section shall be construed to obligate either party to modify,
18 limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this
19 Agreement. In the event that during Federation/Employer meetings an issue arises that
20 requires additional focus, such as insurance, a sub-committee can be formed to deal with
21 the specific issue.
22

23 6.3 The Faculty Federation Representatives include the members of the Executive Board of
24 the Faculty Federation or a team designated by the Faculty Federation Executive Board. A
25 minimum of two such members are required to be present in order for them to act as
26 Representatives of the Faculty Federation. When a meeting between the Federation and the
27 College Administration is needed, the Federation President is the initial contact who will
28 respond within 24 hours to arrange the meeting. If the Federation President is unavailable
29 for 24 hours, the Federation Vice President or designee is the next contact person.
30
31

32 **ARTICLE 7 - MANAGEMENT RIGHTS**

33
34 7.1 Management Rights: The Federation recognizes the right of the Employer to direct and
35 manage the affairs of the District. As the Employer in this Agreement, the Southwestern
36 Oregon Community College Board of Education and its agents retain all authority, rights,
37 functions and powers not specifically abridged, deleted or modified by this Agreement or
38 by statute.
39

40 7.2 Organization: Nothing in this Article shall alter the rights of either party outlined in Article
41 1 of this Agreement nor preclude the Board of Education from modifying the organization
42 structure if it determines such modification to be in the best interest of the institution.
43

44 7.3 Specific Management Rights: The Employer retains and reserves to itself all rights, powers,
45 authority, duties and responsibilities conferred upon or vested in it by law, including but not
46 limited to the right to:
47

- 1 A. Determine and revise the purpose, mission, objectives and policies and procedures
2 of the College.
3
- 4 B. Determine the management and administrative organization of the College and the
5 selection of faculty members for administrative and supervisory positions.
6
- 7 C. Determine the type and location of facilities and equipment, including the
8 establishment of new facilities and the closure or relocation of existing facilities.
9
- 10 D. Manage the affairs of the College to maintain order and efficiency and to determine
11 the methods, means, procedures and personnel required to conduct College programs.
12
- 13 E. Establish and revise the College calendar.
14
- 15 F. Administer the personnel system of the College, including but not limited to the
16 recruitment, screening, selection, appointment, evaluation, training, retention,
17 promotion, assignment, transfer, discipline, supervision, demotion and discharge of
18 faculty members.
19
- 20 G. Direct, supervise, schedule and assign the work force, including but not limited to
21 determining the place of work, the number of faculty members, the allocation and
22 assignment of work to faculty members, review of course materials and creating and
23 revising position descriptions. Clarification of course materials will be made in a
24 collaborative manner.
25
- 26 H. Establish standards and criteria for job performance.
27
- 28 I. Create, combine, modify or eliminate any faculty member's job.
29

30 7.4 Exercise of Rights: The exercise by the Employer of the powers, rights, authority, duties and
31 responsibilities in 7.3 and the adoption of policies, rules, procedures, regulations and practices
32 in furtherance thereof and the use of judgment and discretion in connection therewith shall be
33 limited only by the specific terms of this Agreement including all authority rights, functions
34 and powers not specifically abridged, deleted or modified by the Agreement, and applicable
35 law.
36

37 7.5 College Rules and Regulations: All faculty members shall comply with rules and regulations,
38 which are not inconsistent with this Agreement, which from time to time may be promulgated
39 or revised by the Employer.
40

41 7.6 College Policies: The Employer reserves the right to review its policies referenced in this
42 Collective Bargaining Agreement without negotiations with the Federation.
43
44
45

1 **ARTICLE 8 – COLLEGE GOVERNANCE**

2
3 8.1 It is agreed that the Constitution of Southwestern Oregon Community College General
4 Faculty and Faculty Senate, the Faculty Senate itself and its committees shall remain in
5 existence for the duration of this Agreement. The application of the Constitution and the
6 operation of the Faculty Senate and its committees shall all be consistent with the terms of
7 this Agreement and Oregon statute. It is agreed by the parties that the Senate and its
8 committees shall in no way interfere with or abridge the rights and obligations of the parties
9 to each other resulting from recognition agreed to between the Federation and Employer in
10 this Agreement.
11

12 **ARTICLE 9 - TERMS OF SERVICE**

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14
15 9.1 Days of Service: During the 2019-2020 contract year, faculty members with 10-month
16 appointments shall be required to work 173 days of service during fall, winter and spring
17 terms of the academic year in accordance with the instructional calendar. Members with
18 11-month appointments shall be required to work 193 days of service and members with
19 12-month appointments shall be required to work 248 days of service.
20

21 Starting in the 2020-2021 contract year through 2021-2022, faculty members with 10-
22 month appointments shall be required to work 174 days of service during fall, winter and
23 spring terms of the academic year in accordance with the instructional calendar. Members
24 with 11-month appointments shall be required to work 194 days of service and members
25 with 12-month appointments shall be required to work 249 days of service.
26

27 Starting in the 2022-2023 contract year through 2023-2024, faculty members with 10-
28 month appointments shall be required to work 175 days of service during fall, winter and
29 spring terms of the academic year in accordance with the instructional calendar. Members
30 with 11-month appointments shall be required to work 195 days of service and members
31 with 12-month appointments shall be required to work 250 days of service.
32

33 One day of each contract year in 2020-2021 and 2021-2022 will be considered a floating
34 day for the purposes of advising, student engagement and student success, instructional
35 mission fulfillment planning, and professional development. Two days of each contract
36 year in 2022-2023 through 2023-2024 will be considered floating days for the purposes of
37 advising, student engagement and student success, instructional mission fulfillment
38 planning, and professional development. These floating days may occur outside the range
39 of fall, winter, and spring terms and will be negotiated with faculty via Faculty Senate on
40 an annual basis by March 31st of each year. Administration will, in collaboration with
41 Faculty Senate, provide choice and flexibility for the floating days to be used by faculty.
42 Activities in any given year might vary between faculty members. Faculty Senate and the
43 Vice President of Instruction shall come to mutual agreement regarding the scheduled
44 activities for each faculty member each year. Possible activities during these days are
45 outlined in Appendix D.
46

1 For the purposes of this section, a day shall mean a full working day, present and available
2 on the work site for all scheduled activities as defined in Article 20, Sick Leave and Article
3 22.2(C) Personal Leave.
4

5 9.2 Alternate 10-Month Schedules: In some instances, the Employer may request to hire a 10-
6 month faculty member on an appointment that spans summer term (spring, summer and
7 fall, for example). When a decision is made by the Employer to hire a faculty member on
8 an alternate schedule, the Employer will first offer the alternate schedule to incumbent
9 faculty. The offer will be made by seniority with existing faculty having the first right of
10 refusal. 10 month faculty members on these appointments will work the number of days
11 outlined in section 9.1.
12

13 9.3 Special Circumstances: In special circumstances, the President may recommend to the
14 Board ten-month faculty appointments for a comparable period of service within the fiscal
15 year. Under certain circumstances, such as for the replacement of a faculty member on an
16 approved, extended leave, a short-term appointment may be given in accordance with
17 Article 2.3 of this Agreement.
18

19 9.4 Remainder of Year Employment: Nothing shall prevent a faculty member employed on an
20 academic year basis from being employed during the remainder of a fiscal year, in the
21 summer sessions, or in other service.
22

23 9.5 Appointment Agreement: The terms and conditions of every appointment, whether
24 tenured, tenure track, visiting or lecturer, shall be stated or confirmed in writing, and a copy
25 of the appointment agreement will be supplied to the faculty member concerned. Any
26 subsequent extensions or modifications of an appointment, and any special understandings,
27 or any notice incumbent upon either party to provide, will be stated or confirmed in writing
28 and a copy will be given to the faculty member concerned.
29

30 9.6 Termination of Appointment: A faculty member may terminate his/her appointment
31 effective at the end of the academic or fiscal year provided that he/she gives notice in
32 writing at the earliest possible opportunity, but no later than thirty (30) days after receiving
33 notification of the terms of appointment for the next academic or fiscal year. The faculty
34 member may properly request a waiver of this requirement of notice in case of hardship or
35 in a situation where he/she would otherwise be denied substantial professional
36 advancement or other opportunity.
37

38 9.7 Notification of Intent to Return: The College shall provide a Notification of Intent to Return
39 form for each faculty member no later than March 1st of each calendar year. In return, each
40 faculty member, no later than March 31st, shall notify the College in writing of his/her
41 intent to return using the form provided. The names of faculty who indicate they do not
42 intend to return will be forwarded to the Federation and the direct supervisor for
43 informational purposes.
44
45
46

- 1 F. All degrees used for salary schedule placement shall be from accredited institutions.
2
3 G. An official transcript listing the last degree conferred must be on file with Human
4 Resources for every faculty member covered by this Agreement. All new faculty
5 members must provide an official transcript to Human Resources upon hire. All
6 current faculty members who currently do not have an official transcript on file in
7 their personnel file shall be required to provide an official transcript within forty-
8 five (45) days of request from Human Resources.
9

10 10.4 Initial Salary Schedule Placement on Single-Column Step Schedule (Appendix A):
11

- 12 A. The single-column step schedule presented in Appendix A shall be in effect for the
13 first four years of this contract (19-20, 20-21, 21-22, and 22-23). This section shall
14 be used to place new hires, during the first four years of this contract, on the version
15 of the single-column step schedule (Appendix A) that is in effect in the year during
16 which they are hired.
17
18 B. Criteria for initial step placement based on Degree for Lower Division Collegiate
19 faculty:
20
21 1. Bachelor's Degree – Step 1
22
23 2. Master's in an area other than the Instructional area of the teaching assignment
24 – Step 2
25
26 3. Master's in the instructional area of the teaching assignment – Step 3
27
28 4. Doctorate in an area other than the instructional area of the teaching assignment
29 – Step 4
30
31 5. Doctorate in the instructional area of the teaching assignment – Step 5
32
33 C. Criteria for initial step placement based on Degree for Career-Technical faculty:
34
35 1. Professional Certifications in a closely related field and a minimum of 3
36 years related work experience, including Culinary Arts Certification in
37 lieu of Academic Degrees – Steps 1-3
38
39 2. AAS/AS degree in a closely related field and a minimum of 3 years
40 related work experience- Step 2
41
42 3. Bachelor's Degree in a closely related field- Step 3
43
44 4. Master's or Doctorate Degree in a closely related field- Step 4
45

1 D. Criteria for initial step placement based on Degree for Developmental Education
2 and Adult Basic Skills faculty:

- 3
4 1. Bachelor's Degree in a closely related field- Steps 1-3
5
6 2. Master's Degree in a closely related field- Step 4
7

8 E. Criteria for Additional Step Placement for Relevant Experience:
9

- 10 1. Experience should reflect the prevailing needs of the instructional area.
11
12 2. Placement at the time of employment beyond the initial step placement shall
13 not exceed three (3) steps above the level set forth in 10.4B, C or D. Initial
14 placement for Faculty shall not be above step eight (8) on the faculty salary
15 schedule.

16
17 a. Teaching experience:

- 18
19 1. One (1) step for each year of full-time Community College
20 or University teaching.
21
22 2. One (1) step for each full-time equivalent year of part-time
23 teaching at Southwestern Oregon Community College.
24
25 3. One (1) step for every two (2) full-time equivalent years of
26 part-time teaching at any other community college or
27 university.
28
29 4. One (1) step for every two (2) years of full-time teaching at
30 the high school level.
31
32 5. One (1) step for every two (2) full-time equivalent years of
33 graduate teaching.
34

35 b. Experience Outside of Education:

- 36
37 1. One (1) step for each two (2) years of relevant work
38 experience as determined by the College.
39

40 10.5 Initial Salary Schedule Placement on Multi-Column Step Schedule for 2023-2024
41 (Appendix B):
42

- 43 A. The multi-column step schedule shall be in effect for the last year of this contract,
44 2023-2024, as outlined in Appendix B. This section shall be used to place new
45 hires on the multi-column step schedule (Appendix B) in the 23-24 contract year.
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- B. Criteria for initial step placement based on Degree for Lower Division Collegiate faculty:
 - 1. Bachelor’s Degree – Column A, Step 1
 - 2. Master’s in an area other than the instructional area of the teaching assignment – Column B, Step 1
 - 3. Master’s in the instructional area of the teaching assignment – Column B, Step 1
 - 4. Doctorate in an area other than the instructional area of the teaching assignment – Column C, Step 1
 - 5. Doctorate in the instructional area of teaching assignment – Column C, Step 1

- C. Criteria for initial step placement based on Degree for Career-Technical faculty:
 - 1. Professional Certifications in a closely related field and a minimum of 3 years related work experience, including Culinary Arts Certification in lieu of Academic Degrees – Column A, Step 1
 - 2. AAS/AS degree in a closely related field and a minimum of 3 years related work experience- Column A, Step 1
 - 3. Bachelor’s Degree in a closely related field- Column A, Step 1
 - 4. Master’s Degree in a closely related field- Column B, Step 1
 - 5. Doctorate Degree in a closely related field- Column C, Step 1

- D. Criteria for initial step placement based on Degree for Developmental Education and Adult Basic Skills faculty:
 - 1. Bachelor’s Degree in a closely related field- Column A, Step 1
 - 2. Master’s Degree in a closely related field- Column B, Step 1

- E. Criteria for Additional Step Placement for Relevant Experience:
 - 1. Experience should reflect the prevailing needs of the instructional area.

1 2. Placement at the time of employment beyond the initial step placement shall
2 not exceed seven (7) steps above the level set forth in 10.5B, C or D. Initial
3 placement for Faculty shall not be above step eight (8) of their respective
4 column on the multi-column faculty salary schedule (Appendix B).

5
6 a. Teaching experience:

- 7
8 1. One (1) step for each year of full-time Community College
9 or University teaching.
10
11 2. One (1) step for each full-time equivalent year of part-time
12 teaching at Southwestern Oregon Community College.
13
14 3. One (1) step for every two (2) full-time equivalent years of
15 part-time teaching at any other Community College or
16 University.
17
18 4. One (1) step for every two years of full-time teaching at the
19 high school level.
20
21 5. One (1) step for every two (1) full-time equivalent years of
22 graduate teaching.

23
24 b. Experience Outside of Education:

- 25
26 1. One (1) step for each two (2) years of relevant work
27 experience as determined by the College.
28

29 10.6 Teaching in a Field Outside of Regular Assignment: Ordinarily, the employer shall not
30 require a faculty member to teach in a field outside of their regular assignment when the
31 faculty member has fewer than twelve (12) graduate hours in that field. For the purpose of
32 this Section, the following shall apply:
33

- 34 A. Graduate hours shall be from accredited institutions.
35
36 B. "Hours" as used in this Agreement shall be interpreted as term or quarter hours.
37 Semester hours shall be calculated as 3/2 term hours.
38
39 C. Graduate hours shall be defined as credit hours granted from:
40
41 1. Courses listed as graduate courses by the institution.
42
43 2. Advanced courses which have been counted as part of a graduate degree
44 program.
45
46 3. Advanced courses for which graduate credit is granted when the course is
47 completed by a student with graduate standing.
48

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2
3 **ARTICLE 11 – COMPENSATION**

4
5 11.1 Salary Schedule:

- 6 A. Ten-Month Tenured, Tenure Track, and Visiting Faculty: The minimum salaries
7 for Tenured, Tenure Track, and Visiting Faculty on a ten-month appointment are
8 set forth in Appendix A and Appendix B.
- 9 B. Eleven- and/or Twelve-Month Tenured, Tenure Track, and Visiting Faculty: For
10 Tenured, Tenure Track, and Visiting Faculty on an eleven- or twelve-month
11 appointment, their salary shall be adjusted as follows:
12
- 13 1. Eleven-month appointments: Add 11% to base figure minimum salaries set
14 forth in Appendix A and Appendix B by multiplying the base figure by 1.11
15
- 16 2. Twelve-month appointments: Add 22% to minimum salaries set forth in
17 Appendix A by multiplying the base figure by 1.22.
- 18 C. Lecturer Faculty on Ten-, Eleven-, or Twelve-Month Appointment: The minimum
19 salary for Lecturer Faculty on a ten-, eleven-, or twelve-month appointment will be
20 eighty percent (80%) of the salary of a tenured, tenure track, and/or visiting faculty
21 member on a ten-, eleven-, or twelve-month appointment as set forth above in 11.1
22 A and B.

23
24 11.2 Step Increase:

- 25
26 A. In 19-20, all tenured, tenure track, visiting, and lecturer faculty members
27 will remain on their 18-19 step and the step schedule for the 19-20 year will
28 be adjusted by \$2,100 per step, as reflected in Appendix A.

29
30 In 20-21, 21-22, and 22-23, all tenured, tenure track, visiting, and lecturer
31 faculty members who are below the top step (see 11.2.B), shall receive a
32 one (1) step increase using the salary schedule reflected in Appendix A.

33
34 In 23-24, all tenured, tenure track, visiting, and lecturer faculty shall be
35 placed on the 23-24 salary schedule (Appendix B) based on their level of
36 education as of the 19-20 Academic year or degree at initial date of hire,
37 whichever is later.

38
39 Placement on the multi column salary schedule in 23-24 shall result in an
40 adjustment to base salary of no less than \$3,000 and no more than \$5,000.
41 Any placement resulting in less than a \$5,000 adjustment to base salary will
42 result in a one-time stipend for the difference in the 23-24 academic year.
43 See Appendix B (multi-column faculty salary schedule).
44

1 B. Pay increases as set forth in this section shall be effective on the first day of
2 the appointment year immediately following the academic year in which the
3 evaluation was conducted.

4
5 11.3 Contribution to PERS: Faculty members shall contribute to the Public Employees
6 Retirement System (PERS) in compliance with PERS rules.

7
8 11.4 Reduction in Revenues: Compared to the prior fiscal year, should a five percent (5%) or more
9 reduction occur in the Employer’s subsequent years’ General Fund revenues, the Employer
10 reserves the sole and exclusive right to open this Agreement for the purpose of renegotiating
11 the applicable salary schedules, Article 11, Compensation, and the Employer’s health and
12 welfare contributions set forth in Article 19, Insurance Coverage. In the event the Employer
13 opens this Agreement for renegotiations, it shall notify the Federation in writing of its
14 intention to open and renegotiate the above provisions. The Employer and the Federation
15 shall agree to meet as soon as practical to negotiate replacement sections to this Agreement.
16 Upon the Employer submitting such written notice to the Federation, faculty members shall
17 continue to be paid in accordance with the then current salary schedule until replacement
18 provisions have been negotiated or the Employer implements replacement sections in
19 accordance with the Public Employee Collective Bargaining Act.

20
21 11.5 Salary Equity: The Employer recognizes the value and commitment of the faculty to
22 Southwestern Oregon Community College. It is the desire of the Employer that SWOCC
23 Faculty be paid fairly and comparably to similarly situated community colleges in the state.

24
25 11.6 Compensation for Cooperative Work Experience: Faculty of Record shall be compensated
26 \$100 (one-hundred dollars) per student completing an approved Cooperative Work
27 Experience or Field Experience program. Payment will be at the end of the term after
28 copies of student/employer agreements, grades, and reports of work-site visits have been
29 submitted as required by the appropriate administrator.

30
31 11.7 Compensation for Independent Study: The following pay scale will be used for the payment
32 of faculty who are teaching independent study courses for program completion. Please
33 note that this is only used when a student needs to take the course for program completion
34 and cannot wait to take the class at a later time when it is regularly offered in a classroom
35 setting or online.

36
37 This will not apply to faculty who are already teaching the class during the term and have
38 agreed to teach a student under the independent study methodology.

39
40 It is at the discretion of the College to schedule an independent study course. Any
41 exception to this Article must be approved by the Vice President of Instruction.

42
43 The maximum number of students who can be taught under independent study for each
44 instructor for each individual class per term is five students.

	<u>Credits</u>	<u>Payment for 1 Student</u>	<u>Payment for Each Additional Student</u>
1	1	\$100.00	\$85.00
2	2	\$150.00	\$85.00
3	3	\$200.00	\$85.00
4	4	\$250.00	\$85.00
5	5	\$300.00	\$85.00

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 workload credits) teaching and 20% other institutional duties such as advising, mentoring, coaching, senate committee work, assessment, 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 0.75 workload credits. An hour of lab teaching will count as 0.66 workload credits. An hour of practicum teaching will count as 0.25 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. Online Assignments: Full-time faculty members are encouraged to teach via traditional and non-traditional delivery methods. Workload credit for on-line courses shall be assigned in accordance with 12.2 of this Agreement and is subject to Section 12.13, Overload.

B. Exception to Workload Credit for On-Line and Distance Education Assignments: Upon mutual agreement between the faculty member and the Vice President 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

1 Education program's established payment schedule. The written agreement must
2 be approved by the Vice President of Instruction before the last day of the month
3 prior to the month in which the faculty member would normally receive initial
4 payment of a stipend. A copy of the signed agreement will be filed in the faculty
5 member's personnel file. A faculty member's agreement to receive a stipend in lieu
6 of workload credit shall constitute forfeiture of any workload assignment for the
7 on-line or distance education course(s) specified in the written agreement.
8

9 12.3 Credit for Non-Teaching Assignments: One (1) hour of counseling, library/learning
10 resource assignment, reading lab, writing lab, math lab, or study center assignment shall
11 count as 0.43 workload credits. Workload for advising, program coordination, coaching,
12 nursing clinical planning, field trips and other non-teaching assignments shall be calculated
13 as described in the sections below.
14

15 12.4 Credit for Field Trips in Oregon, California, and Washington: Workload calculation for
16 field trips shall be calculated on the following schedule:
17

- 18 1 credit field trip no overnight responsibilities 0.73 credits
- 19 1 credit field trip with overnight responsibilities 1.46 credits
- 20 2 credit field trip no overnight responsibilities 1.46 credits
- 21 2 credit field trip with overnight responsibilities 2.19 credits
- 22

23 12.5 Credit for Study Abroad: Workload calculation for classes that include a study abroad
24 component will be compensated at 1.25 workload credits.
25

26 12.6 Committee Work: Faculty Senate committee work is considered an integral part of a full-
27 time faculty position. Workload credit shall not normally be assigned for serving on
28 committees and committee work shall be done in addition to the 45 workload credit
29 assignment. However, a faculty member who believes his or her committee assignment
30 justifies workload credit may be assigned committee work as part of their normal load
31 pursuant to Article 12.10 if the Vice President of Instruction deems such assignment
32 appropriate. Lecturer faculty members shall not be assigned to serve on committees.
33 However, Lecturer faculty shall be permitted to attend committee meetings and participate
34 in committee work, but shall not receive release time or workload credit for such
35 participation.
36

37 12.7 Credit for Nursing Clinical Planning and OCNE Work:

38
39 Full-time nursing faculty members covered by this Agreement shall receive two (2)
40 workload credits per term for academic, clinical planning and OCNE work.
41

42 12.8 Credit for Coaching: Six (6) workload credits per year will be granted for all bargaining
43 unit coaching positions. This workload is release time for duties such as the following, but
44 not limited to: recruitment, retention, game planning, travel and budget development,
45 academic progress checks, study hall, film review, etc.
46

1 Faculty members covered by this agreement who coach sports that begin prior to the fall
2 term or outside of the contracted days pursuant to Article 9, Terms of Service, may receive
3 compensation based on the faculty member's daily rate, calculated using the annual salary
4 the faculty member will receive for the following appointment year. Each faculty member
5 will be required to declare which days they plan on working in the upcoming academic
6 year on or before August 1st. This information must be in 4 hour blocks of time and may
7 not exceed 20 days per year and will require College approval.
8

9 12.9 Credit for Program Coordination/Direction: Between one (1) and seven and a half (7½)
10 workload credits per term may be granted for coordinating or directing an instructional
11 program, as determined by the appropriate dean and approved by the Vice President of
12 Instruction. The amount of workload credit granted shall be based on the amount of time
13 and responsibility required for coordinating or directing the program. Lecturer faculty
14 members shall not be assigned coordination or director duties.
15

16 12.10 Credit for Other Institutional Duties: It is understood that there is some degree of
17 expectation that faculty members will provide service to the institution for which workload
18 credit is not assigned.
19

- 20 A. Keeping current on one's major field of study and/or assigned duties
- 21
- 22 B. Grading assignments
- 23
- 24 C. Maintaining a faculty or program webpage
- 25
- 26 D. Improving on teaching methods
- 27
- 28 E. Improving on retention and/or recruitment of students
- 29
- 30 F. Keeping course content, course outlines, course materials, and course syllabi
31 current
- 32
- 33 G. Reviewing development and annual revisions of program and operational reviews
- 34
- 35 H. Implementation of Student Learning Outcomes, Program Outcomes Assessment
36 and General Student Learning Outcomes (GSLO) Assessment
- 37

38 All might be considered reasonable expectations of service to the institution. Additionally,
39 however, it is understood that providing additional service to the institution may require a
40 significant time and resource commitment that deserves to be compensated in the form of
41 workload credit. Examples of such service might include:
42

- 43 A. Developing new programs or courses
- 44
- 45 B. Organizing campus events
- 46

- C. Developing new programs for recruitment and retention
- D. Writing grant proposals
- E. Assessment coaching

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 or stipends (as outlined in Appendix E).

Deans 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 Vice President of Instruction.

- 12.11 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.

Counseling and Learning Resource Faculty (see 12.18) will be exempt from receiving workload credit for advising. The number of advisees will be determined by the appropriate Dean to meet the needs of the area.

- 12.12 Assignment of Advisees: Consistent with Article 12.11, the Vice President 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

1 full academic year, except that advisee assignments may be adjusted in the event that
2 advising has not occurred for reasons such as withdrawal or non-attendance of an advisee.
3 Lecturer faculty members shall not be assigned advisees.
4

- 5 12.13 Overloads: An overload shall be defined as workload credits in excess of forty-five (45) in
6 one academic year. Overloads will not be paid until a faculty member goes beyond forty-
7 five (45) workload credits per academic year. Overloads shall be compensated in
8 accordance with Article 13.1, Overloads and Summer Session Compensation, and will be
9 paid no later than on the regular June payroll.
10

11 Acceptance of overload assignments shall be voluntary. Assignments considered by the
12 administration as overload shall be so identified. The faculty member tendered an
13 assignment he/she believes to create an overload, but is not so identified, is entitled, on
14 request, to a statement of how his/her assignment(s) will be calculated for overload
15 purposes. Administration assigns all overload classes and assignments.
16

- 17 12.14 Office Hours: The College reserves the right, as the Employer determines appropriate, to
18 require all faculty members to maintain daily office hours of a least one (1) hour on each
19 contracted duty day and/or attend all in-service and graduation activities unless excused by
20 the Vice President of Instruction without receiving additional workload credit. An
21 alternative office hour schedule may be developed with mutual agreement between the
22 faculty member and the Vice President of Instruction.
23

24 The requirement to hold an office hour does not apply to Counseling, Learning Resource
25 Faculty or the Librarian (see 12.18).
26

- 27 12.15 Class Size Adjustment: A workload credit adjustment for class size shall be made for all
28 courses, except open enrollment courses or open lab courses, without regard to
29 instructional delivery method. For the purpose of this Section, class size will be determined
30 by the actual student enrollment on the last day of the first week of the quarter. Class size
31 adjustments shall be made according to the following table:
32

<u>Number of Students Enrolled</u>	<u>Workload Adjustment</u>
Less than 10	X 0.75 (see prorating language below)
10 - 55	X 1.00 [†]
56 - 79	X 1.33
80 and over	X 1.66

33
34
35
36
37
38
39 With the exception of open enrollment courses such as PE185, Self-Paced Fitness, or open
40 labs such as writing, math, reading and computer lab, no one course section shall allow
41 more than 125 students. Additionally, it shall not be the normal practice of the College to
42 offer larger classes in lieu of additional sections. However, it is understood that in some
43 circumstances it may be beneficial to either the College or the faculty member to have a
44 larger course, and this section allows for larger class sizes when appropriate. Course size
45 may be limited by such factors as the approved course outline and room size.
46

1 Instructional assignments will be made based on student and program needs. Faculty will
2 be notified in advance about their course load and schedule per CBA. The employer has
3 the right to cancel classes that are low enrolled (<10) unless the class is required for a
4 specific certificate or degree program or is part of new program with less than three full
5 years in the published catalogue. By mutual agreement between the Dean and the impacted
6 faculty, classes may be prorated in lieu of cancellation.
7

8 12.16 Writing Course Workload: Writing courses, WR90, 115, 121, 122, 123, and 227, will have
9 their workload calculated at 1.25X per credit hour. For example, a 3 credit writing class
10 will be calculated at 3.75 workload credits. Common standards for the .75 differential for
11 3 credit writing courses are specified in course outlines and may include the following
12 issues: assignments, conferences, drafts and response workshops, required number of
13 words, and subject matter covered.
14

15 12.17 Combined Lecture Science Workload: Combined science lecture classes shall be
16 compensated with a workload calculation at 1.25X per credit hour per additional section.
17 For example, a 4 credit science lecture that has two combined lecture sections will be
18 calculated at 5 credits.
19

20 12.18 Counseling and Learning Resource Faculty: Consistent with the requirements and
21 standards of the department, counseling and learning resource faculty's workload is based
22 on a combination of teaching and service to the institution. Service to the institution shall
23 include but is not limited to advising, career coaching, counseling, literacy program
24 development, committee work, assessment, serving on hiring committees, and mentoring.
25 Faculty in these categories will be assigned at least a 30% teaching load each year.
26 Counseling and learning resource faculty are exempt from maximum advising workload
27 provisions (see 12.11) and are not required to hold office hours (see 12.14).
28

29 12.19 Librarian: Consistent with the requirements and standards of the department, the
30 Librarian's workload is based on a combination of service to the institution and teaching.
31 Service to the institution shall include, but is not limited to assisting in the operation of the
32 library, evaluating and selecting materials to support the College curriculum, and
33 exercising judgment based on professionally recognized standards. The Librarian is not
34 required to hold office hours (see 12.14).
35

36 12.20 Instruction of Community Education or non-credit workforce training will be compensated
37 based on Community Education and Workforce training rates. Teaching community
38 education or non-credit workforce training courses will not be counted as part of a faculty
39 member's regular workload and shall not be eligible for overload.
40

41 **ARTICLE 13 - OVERLOADS AND SUMMER SESSION COMPENSATION**

42

43
44 13.1 Overloads: Compensation for overloads, as defined in Article 12.13, shall be computed on
45 the basis of eighty percent (80%) of the individual appointment rate using the following
46 formula: Annualized 10-month salary divided by 45 workload credits, multiplied by the
47

1 number of workload credits over 45 as of May 31st of each academic year. Overloads shall
2 be paid to the nearest decimal hundred (.00) of a workload credit. Librarians, Counselors,
3 and Learning Resource faculty shall not be eligible for overloads.
4

5 13.2 Summer School: Compensation for Summer School, shall be computed on the basis of
6 eighty percent (80%) of the individual appointment rate using the following formula:
7 annualized 10-month salary divided by 45 workload credits, multiplied by .80, multiplied
8 by the number of workload credits assigned for summer term. For the purpose of this
9 Section, Summer School is designated as the fourth term of the academic year. The
10 individual appointment rate shall be the same rate the faculty member was paid for the
11 other three terms in the academic year.
12

13 13.3 Summer School Assignment: Full-time faculty members shall have the first right of refusal
14 for assignment to teach summer session courses with the following conditions:
15

- 16 A. The faculty member must be qualified to teach the course.
17
18 B. The faculty member must commit to teaching summer session course(s) in a timely
19 manner in order to allow schedules to be produced and alternative instructors to be
20 found if the faculty member opts not to accept the assignment.
21
22 C. In the event there is more than one full-time faculty member qualified to teach
23 summer session courses, and provided more than one full-time faculty member
24 wants to receive the assignment, the offer to teach the summer session course(s)
25 will be made to faculty in the following order:
26
27 1. faculty who teach the course during fall, winter or spring term.
28
29 2. faculty from the department who are qualified, but do not normally teach
30 the course.
31
32 3. faculty from the division who are qualified to teach the course.
33
34 4. faculty from outside the division who are qualified to teach the course.
35

36 In the event there is more than one full-time faculty member equally qualified to
37 teach the course(s) and equally situated in the above order of offer, the most senior
38 faculty member will have the first opportunity to teach. If the most senior faculty
39 member opts to not teach summer term in any given year, they will retain the
40 seniority-based option for first refusal the following year, etc. However, once a
41 faculty member accepts the offer to teach summer courses based on seniority, that
42 faculty member will move to the bottom of the seniority list solely for the purpose
43 of accepting summer teaching assignments according to this Section, so that other
44 qualified full-time faculty members have an opportunity to teach summer courses
45 over time.
46

1 D. The Deans will determine the appropriate workload for summer term. Faculty will
2 be limited to teaching a maximum of 15 workload credits in the summer term unless
3 approved by the Vice President of Instruction.
4

5 13.4 All non-instructional work outside the annual instructional contracted days will be paid at
6 the faculty member's daily rate. Daily compensation will be based on an initial 2 hour
7 block and hourly thereafter, based on the faculty member's hourly rate on the step schedule.
8

9 13.5 Instruction of Community Education or non-credit workforce training will be compensated
10 based on Community Education and Workforce training rates. Teaching community
11 education or non-credit workforce training courses will not be counted as part of a faculty
12 member's regular workload (see Article 12.20) and shall not be eligible for overload.
13
14

15 **ARTICLE 14 - SCHEDULING AND TEACHING ASSIGNMENTS**

16

17 14.1 Publishing Class Schedules: The Office of Instructional Services shall publish class
18 schedules.
19

20 14.2 Submitting Schedules: Deans shall submit proposed schedules of classes, class meeting
21 times and faculty members to teach the classes to the office of instruction. Deans or
22 designee will consult with division faculty in preparing the proposed schedules. When
23 possible and prudent, any changes to the proposed schedules submitted by the divisions
24 will be referred to the faculty members involved before the schedules are finalized. The
25 publishing of an individual faculty member's name in connection with a course in the class
26 schedule shall not constitute a contract with that individual. While the course schedule is
27 reasonably accurate at the time of printing, it is subject to change, if necessary.
28

29 14.3 Teaching Assignments: Faculty members will be notified of their teaching assignments as
30 soon as possible after the appropriate dean finalizes their schedules. The scheduling process
31 will be done collaboratively. In accordance with Article 7.3.G, the faculty member's
32 appropriate dean retains the final right of assignment for faculty teaching assignments.
33 However, unless mutually agreed otherwise, Faculty members shall receive at least one
34 academic quarter's notice before being assigned to teach a class they have not previously
35 taught within the last academic year.
36

37 14.4 Night Teaching: It will not be the general rule to require night teaching on a continuous
38 basis. However, the appropriate dean reserves the right to require night teaching in order
39 to meet the needs of the students or College programs. Staff rotation for night teaching
40 will be practiced whenever possible. For the purpose of this section, night teaching shall
41 be defined to mean teaching a course that begins at or after 5:00 PM. A faculty member
42 teaching a night course scheduled to conclude at 8:50 p.m. or later shall not be scheduled
43 for a next-day morning course beginning before 10:00 a.m. without the approval of the
44 faculty member.
45

1 14.5 Changes in Work Assignments: It is agreed that the appropriate dean reserves the right to
2 make reasonable changes from time to time in scheduling and work assignments of the
3 individual faculty member.
4

5
6 **ARTICLE 15 - TENURE**
7

8 15.1 Probationary Period: Faculty members on a tenure track appointment shall normally be
9 given an annual agreement. At the end of each academic year the Employer reserves the
10 sole right to renew the tenure track faculty member's appointment for another year as it
11 determines appropriate by providing the faculty member with a renewal notice no later than
12 April 1 prior to the expiration of the annual agreement.
13

14 Faculty members on a tenure track appointment shall be classified as a probationary faculty
15 member for a period of four (4) years. For the purpose of this Section four (4) years shall
16 mean four (4) consecutive appointments as defined in Article 2, Definitions.
17

18 A faculty member, with recommendation from his or her peer evaluation committee chair,
19 may choose to initiate the tenure review process in their third year by informing the Vice
20 President of Instruction no later than April 1 of the faculty member's second probationary
21 year. In such cases the tenure review process will take place in the third probationary year
22 as described in Article 16 – Evaluations.
23

24 The Employer reserves the sole right to extend, for faculty members who choose to initiate
25 the tenure review process in their third year, the tenure track faculty member's third (3)
26 probationary year for one (1) additional year, as it determines appropriate, by providing the
27 faculty member with an extension notice no later than April 1 of the faculty member's third
28 probationary year. The notice to extend shall be in writing. The Employer with input from
29 the faculty member and peer evaluation committee will design a professional development
30 plan. Annual appointment for a fifth year shall be interpreted as the conferring of tenure.
31

32 15.2 Authority to Grant or Deny Tenure: The Employer reserves the sole right to offer
33 probationary tenure track faculty members tenure after the successful completion of the
34 probationary period, including an extension, if any.
35

36 15.3 Tenured Faculty Members: Probationary Tenure Track Faculty Members who have
37 successfully completed their probationary period and have been granted tenure by the
38 Board of Education shall be designated as tenured faculty. See Article 2.8: Tenured
39 Appointments.
40

41 15.4 Visiting Faculty Members: Faculty on visiting appointments shall not be granted tenure. In
42 the event that a probationary tenure track faculty member has held a visiting faculty
43 appointment prior to receiving a tenure track appointment, refer to Article 2.9.C: Visiting
44 Appointments.
45

1 15.5 Lecturer Faculty Members: Faculty on lecturer appointments shall not be granted tenure.
2 In the event a probationary tenure track faculty member has held a lecturer faculty
3 appointment prior to receiving a tenure track faculty appointment, refer to Article 2.10.C:
4 Lecturer Appointments.
5

6 15.6 Application of Grievance Procedure: It is further agreed that decisions of the Employer
7 with respect to the granting or denial of annual renewal appointment(s) or tenure to
8 probationary faculty members are not subject to the grievance procedure of this Agreement
9 unless the grievance relates to only an arbitrary or discriminatory use of tenure procedure
10 and/or arbitrary or discriminatory use of the evaluation process set forth in Article 16,
11 Evaluation. In no event may an arbitrator substitute his/her judgment for the judgment of
12 the Employer.
13
14

15 **ARTICLE 16 – EVALUATION**

16

17 16.1 Evaluation Types and Source of Initiation: There shall be two (2) types of substantive
18 evaluations of faculty. First, the Tenure-Track Evaluation for tenure-track faculty, which
19 will be initiated by time of service. Second, the tenured faculty evaluation, which will
20 occur every three years.
21

22 16.2 Purpose of Evaluation: The primary purposes of evaluations are:
23

- 24 A. To ensure quality in the teaching and learning environment and enhance
25 student learning.
- 26
- 27 B. To support each individual's growth and development.
- 28
- 29 C. To support periodic assessment, reflection and mindful development by
30 faculty of their professional service.
- 31
- 32 D. To support the continuous improvement of in-service programs and faculty
33 professional development programs.
- 34
- 35 E. To support faculty creativity, experimentation and risk-taking.
- 36
- 37 F. To support alignment of performance with new needs of the discipline and
38 department/division, and promote departmental/divisional clarity of
39 purpose.
- 40
- 41 G. To identify and overcome poor performance and to provide a basis for
42 decisions regarding retention.
- 43
- 44 H. To assess the faculty member's performance of job functions as specified in
45 his/her position description.
46

1 16.3 Evaluation Cycle of Faculty: Each year, the Vice President of Instruction shall notify
2 Human Resources and faculty members of their evaluation status, including what type of
3 evaluation they are scheduled for, if any, i.e., tenure review, annual tenure track, three-year
4 tenure, annual lecturer evaluation, etc., and the timeframe for the various aspects of the
5 evaluation defined in this Article.
6

7 A. Tenure Track Faculty: Evaluation of tenure track faculty members shall be
8 conducted annually for the first four years of employment, or until the faculty
9 member receives tenure. The fourth year of the tenure track evaluation cycle shall
10 be referred to as the Tenure Review year, unless the faculty member has initiated
11 an early tenure review process in which case the Tenure Review year shall happen
12 in the third year of the tenure track evaluation cycle.
13

14 B. Visiting and Lecturer Faculty: Evaluation of visiting and lecturer faculty members
15 shall be conducted annually in accordance with the evaluation handbook.
16

17 C. Tenured Faculty: Following the granting of tenure, evaluation of tenured faculty
18 members shall be conducted on a three (3)-year rotational cycle. Tenured faculty
19 members shall submit an annual Report of Yearly Service to the appropriate dean
20 for two years of the cycle. The third year of the cycle shall consist of an optional
21 Peer observation, a required self-assessment, and a required classroom observation
22 and evaluation by the appropriate dean. This cycle will continue throughout the
23 faculty member's tenure at the College.
24

25 16.4 Evaluation Process for Tenure Track, Visiting, and Lecturer Faculty: The evaluation
26 process for tenure track, visiting, and lecturer faculty shall consist of a Peer Observation, a
27 Faculty Portfolio, and an Administrative Evaluation.
28

29 A. Peer Observation Committee and Review Schedule:
30

31 1. Peer Observation Committee:
32

33 a. Peer Observation Committee: A three-person peer observation
34 committee shall consist of faculty chosen as follows: two faculty
35 members shall be chosen by the person to be evaluated. At least
36 two of the three members on the committee shall be tenured. One
37 of the members chosen by the faculty may be a visiting faculty.
38 The third member of the committee shall be a tenured faculty
39 member chosen by the Dean and shall serve as the chair of the
40 committee. When possible, Committee Chairs shall serve as chair
41 for all years of the tenure process. It is preferable that all members
42 of the peer evaluation committee be tenured and at least one is
43 from the same discipline or division as the faculty member being
44 evaluated.
45
46

- 1 2. The Peer Observation shall be conducted annually for non-tenured faculty;
2
- 3 B. The scope of the tenure-track evaluation will include multiple indices, both in terms
4 of sources of information and activities evaluated, and may include teaching,
5 advising, assessment, scholarly performance and/or research, and service to the
6 profession, College and community as outlined in the evaluation handbook
7
- 8 C. Following observation and review, the peer observation committee shall meet to
9 discuss the observations and offer suggestions to improve the quality of the
10 educational experience.
11
- 12 D. Following the meeting of the committee, the Chair will write a summary of the
13 observation procedures, methods and materials used, conclusions, and
14 recommendations and forward the report to the Dean, and to the faculty member.
15
- 16 E. The Chair of the peer observation committee, the committee members, and the
17 Dean shall meet with the faculty member to discuss the peer observation.
18
- 19 1. In the event that the report from the peer observation committee stipulates
20 concerns or issues needing to be addressed, the Dean, the committee chair
21 and faculty will discuss the issue(s) and determine what, if any, further
22 action should be recommended.
23
- 24 2. The faculty member being evaluated is entitled to submit a response to the
25 Dean, which is included in the report to the Vice President of Instruction.
26
- 27 F. Faculty Portfolio: The faculty portfolio will be developed by the faculty member
28 being evaluated and will address areas of teaching and activities that are evidence
29 of growth and contribution as mutually agreed between the faculty member and
30 Vice President of Instruction. The Vice President of Instruction with input from
31 Faculty Senate, will determine the portfolio requirements. The Faculty Portfolio is
32 to be submitted to the Dean in accordance with the timeline provided to the faculty
33 member as set forth in the Evaluation Handbook. The Faculty Portfolio will be
34 returned to the faculty member when the evaluation process is completed.
35
- 36 G. Administrative Evaluation:
37
- 38 1. In addition to the peer observation, each non-tenured faculty member shall
39 be separately evaluated annually by the Dean or other designated
40 administrator. Each tenured faculty will be evaluated by the Dean on a
41 three-year cycle.
42
- 43 2. Each faculty member will receive a copy of the administrative evaluation in
44 a timely manner.
45

- 1 3. Following completion of the peer observation process (required for tenure
2 track faculty, optional for tenured faculty), the Dean will prepare and submit
3 a written administrative report, with recommendations, to the Vice
4 President of Instruction. The Administrative Evaluation shall encompass all
5 areas of the faculty member's performance, both academic and non-
6 academic, as set forth in 16.2, and will include information from the peer
7 observation. A copy of the Peer Observation Summary will be attached to
8 the Administrative Evaluation as well as any faculty response to their Peer
9 Observation Summary.
- 10
11 4. An administrative review committee will meet to discuss the faculty
12 member's administrative evaluation. This committee will consist of the
13 Vice President of Instruction and the Dean.
- 14
15 5. Student Rating of Instruction:
 - 16
17 a. Student rating of instruction shall be done at the end of each term
18 for at least two courses a faculty member teaches.
 - 19
20 b. Questionnaire development: The evaluation including the
21 questionnaire questions and overall format of the instrument,
22 including any revisions or modifications, must be developed by a
23 joint committee consisting of 2 faculty and 2 administrators
24 including the Vice President of Instruction or designee. Each term
25 that student ratings of instruction are conducted for an instructor, all
26 of the courses that the instructor teaches will be evaluated. Faculty
27 members are appointed to the committee by the Faculty Senate.
28 Faculty Senate appointees will seek consultation with Faculty
29 Senate on the development of the rating of instruction instrument.
30 Faculty Senate Chair and Vice President of Instruction will review
31 and approve final rating of instruction prior to implementation.
32 Revisions to the student ratings of instruction instrument may be
33 requested by either administration or Faculty Senate on an annual
34 basis. Changes should only be made on an annual basis prior to fall
35 term so students respond to the same questions set for the academic
36 year.
 - 37
38 c. Access to evaluation data: Each faculty member will have timely
39 access to student ratings for their classes that are evaluated. The
40 Office of Instruction will have access to student ratings of
41 instruction for archiving and for use in the evaluation process.

42 16.5 Evaluation Process for Tenured Faculty

- 43
44
45 A. Report of Yearly Service for tenured faculty: For the two years of the three-year
46 evaluation cycle that does not require a formal evaluation, tenured faculty member
47

1 shall submit a Report of Yearly Service to the Dean. The Dean will submit the
2 report to the Vice President of Instruction.

3
4 B. Each tenured faculty shall be scheduled on a three-year cycle and will meet with
5 their Dean to review the self-assessment and classroom observation, and peer
6 observation process, (if used). The lack of an evaluation shall not be used to deny
7 an employee any benefit, monetary or non-monetary, to which that employee would
8 have otherwise been entitled.

9
10 Each faculty member will receive a copy of the administrative evaluation in a
11 timely manner.

12
13 Following completion of the evaluation process the appropriate dean will prepare
14 and submit a written administrative report, with recommendations, to the Vice
15 President of Instruction, The Administrative Evaluation shall encompass all areas
16 of the faculty member’s performance, both academic and non-academic, as set forth
17 in 16.2, and will include information from the peer observation. A copy of the Peer
18 Observation Summary will be attached to the Administrative Evaluation as well as
19 any faculty response to their Peer Observation Summary.

20
21 An administrative review committee will meet to discuss the faculty member’s
22 administrative evaluation. This committee will consist of the Vice President of
23 Instruction and the Dean.

24
25 The Tenured Peer Observation shall be optional and conducted on the third year of
26 the cycle for tenured faculty using the process outlined in this article.

27
28 16.6 Evaluation Results and Ramifications for Tenured Faculty and Non-Tenured Faculty:
29 Where deficiencies in a faculty member’s performance are identified, the faculty
30 member is responsible for correcting the deficiencies, and the College will provide
31 reasonable development opportunities and resources. When necessary, the Vice
32 President of Instruction can initiate an improvement plan, as outlined in Section 16.7.
33 Improvement plans shall not be initiated as a disciplinary step.

34
35 16.7 Improvement Plan. During an evaluation cycle, if the College and peer review
36 committee determines that the performance of an employee warrants additional remedial
37 action, an improvement plan will be developed to provide an opportunity and support
38 for the employee to improve his/her performance. The improvement plan will include:

- 39
40 A. Measurable outcomes of improvement;
41 B. Reasonable timelines for success and a date for completion;
42 C. List of types of assistance that will be provided by the College;
43 D. Support and direction by the immediate supervisor; and
44 E. A reasonable schedule of meetings with the peer review committees, appropriate
45 dean, and union representative (if requested) with written progress reports.
46

1 Following complete implementation of the improvement plan, the employee's
2 supervisor shall prepare a summary of performance and a recommendation regarding
3 retention (for probationary faculty only), which shall be placed in the employee's
4 personnel file. Completed improvement plans, or summary plans for tenured faculty
5 will not be placed in the employee's personnel file. Probationary employees may not
6 be non-renewed for concerns being addressed in a current improvement plan.
7

- 8 16.8 Evaluation Handbook. The Southwestern Oregon Community College faculty evaluation
9 (tenure track and tenured evaluation) processes are the product of a collaborative
10 faculty/administration effort. It is in the joint collegial interest of both the faculty and
11 administration to develop and maintain the highest reasonable evaluation standard, which
12 will result from the continuing collaboration of both parties in the ongoing evolution of
13 the evaluation and developmental standards and processes. Therefore, the College and
14 the Faculty Senate have produced an Evaluation Handbook, which is limited to clarifying
15 statements of the evaluation process, forms, checklists, and instructions. The College and
16 Faculty Senate will regularly review this Handbook and solicit suggestions for its
17 improvement. Any proposed changes to the Handbook will be submitted to the Senate
18 and faculty labor relations representative for timely review for conformance with the
19 CBA.
20
21

22 **ARTICLE 17 - DISCIPLINE AND DISCHARGE**

- 23
24 17.1 Discipline or Discharge of Tenured Faculty: The Employer agrees that tenured faculty
25 members shall only be disciplined or discharged for just cause. Also, a faculty member
26 can be terminated as set forth in Article 31, Reduction in Force and Recall, as a result of
27 financial exigency, declining enrollments, program reduction, or program termination.
28
29 17.2 Discipline or Discharge of Probationary, Visiting, or Lecturer Faculty: Probationary,
30 visiting, or lecturer faculty as set forth in Article 2, Definitions, may be disciplined or
31 discharged at any time at the discretion of the Employer. Further, their discipline or discharge
32 shall not be subject to Article 32, Grievance Procedure, unless the Federation can prove that
33 the Employer was arbitrary or discriminatory in the exercise of this discretion including, if
34 applicable, the evaluation process set forth in Article 16, Evaluation.
35
36 17.3 Discipline Notices: Disciplinary notices shall be acknowledged, signed and dated by the
37 faculty member. The signed faculty member's acknowledgment does not necessarily mean
38 that he/she agrees with the issued discipline. Within thirty (30) calendar days after the faculty
39 member's signed acknowledgment, the faculty member reserves the right to include in the file
40 a written response to such material placed in the file, and this response shall be attached to the
41 material in question.
42
43 17.4 The employer, the faculty, and the union will encourage the use of informal resolution,
44 including the use of an improvement plan, when addressing concerns that may not warrant
45 disciplinary procedures.
46

1 **ARTICLE 18 - PERSONNEL FILES**

- 2
- 3 18.1 Maintenance of Personnel Files: The Employer agrees to separately maintain personnel
- 4 and medical files and records in accordance with state and federal laws. The Employer
- 5 agrees to maintain confidential medical information in accordance with the Americans with
- 6 Disabilities Act and HIPAA Privacy Act and agrees to maintain any other confidential
- 7 information as required by any other statute requiring maintenance of confidential
- 8 information.
- 9
- 10 18.2 Disclosure of Information: The Employer agrees to only disclose information contained in
- 11 personnel files as allowed or required by state and federal law or as authorized by the
- 12 employee or as may be necessary to evaluate personnel decisions.
- 13
- 14 18.3 Review of Personnel Files: Each faculty member shall have the right, upon request, to
- 15 review the contents of his/her own personnel file. The College shall have a representative
- 16 present to ensure the integrity of the file's contents. In the event that a faculty member
- 17 requests a copy of his/her personnel file more than once in a twelve (12) month period,
- 18 excluding any new materials that have been added to the file since the last request, the
- 19 Employer may, at its discretion, charge in accordance with Board policy.
- 20
- 21 18.4 Representation: A Federation representative chosen by the faculty member may, upon the
- 22 faculty member's written authorization, review a faculty member's personnel file and/or
- 23 accompany the faculty member in this review.
- 24
- 25 18.5 Discipline and Performance Appraisals: Disciplinary notice, performance appraisal
- 26 (faculty evaluation summary), or other similar material that is likely to have an adverse
- 27 effect on a faculty member's reputation or employment status shall be acknowledged,
- 28 signed and dated by the faculty member. If an employee refuses to sign a document the
- 29 College administrator will record the employee's refusal and sign it in his or her place.
- 30 Within thirty (30) calendar days after the faculty member's signed acknowledgement, the
- 31 faculty member reserves the right to include in the file a written response to such material
- 32 placed in the file, and this response shall be attached to the material in question.
- 33
- 34 18.6 Faculty's Insertions into File: The faculty member shall have the right to include in the file
- 35 any material or information considered relevant to that faculty member's professional
- 36 career.
- 37
- 38 18.7 Release of Material: Excluding internal personnel administration applications, material in
- 39 the personnel file can only be released with the permission of the faculty member and in
- 40 accordance with state and federal law.
- 41
- 42
- 43

1 **ARTICLE 19 - INSURANCE COVERAGE**

2
3 19.1 The Employer shall pay all long-term disability, life and AD&D insurance premiums for
4 eligible faculty members, in accordance with the Employer's OEGB insurance policy in
5 effect as of October 1, 2018.

6
7 19.2 The Employer shall contribute to employer sponsored health plan(s) for eligible full-time
8 faculty the following amounts:

9
10 A. July 1, 2019 through September 30, 2019, the College will pay a monthly
11 contribution toward Medical, Dental, and Vision premiums as follows:

- 12 Employee only contribution is \$687.59
13 Employee + Spouse contribution is \$1448.35
14 Employee + Child contribution is \$1331.20
15 Family contribution is \$1950.99
16

17 For those faculty that choose the Evergreen Plan (former Plan H) with a Health
18 Savings Account (HSA), the employer contribution is as follows:

19

	Premium	HSA	Total
Employee only contribution is	\$554.26	\$133.33	\$687.59
Employee + Spouse contribution is	\$1181.68	\$266.67	\$1448.35
Employee + Child contribution is	\$1064.53	\$266.67	\$1331.20
Family contribution is	\$1684.32	\$266.67	\$1950.99

20
21 Health Savings Account deposits will be conducted on a biannual basis in October
22 and April of each plan year. A faculty member with an emergent need may contact
23 Human Resources to have funds deposited outside of the deposit schedule noted
24 above.

25
26 Effective October 1, 2019 through June 30, 2024, should the deductible for the
27 Evergreen or equivalent plan (HSA) increase, the employer shall contribute the
28 amount of the increase to all eligible faculty members with Health Savings
29 Accounts (HSAs), but maximum monthly contributions by the College to employee
30 sponsored health plans will remain unchanged. If the employer is already making
31 the maximum monthly contribution, the HSA contribution will increase and the
32 premium will decrease. HSA contributions made by the employer will never exceed
33 maximum monthly contributions by the employer.

34
35 B. The College will increase its contributions toward medical, dental, and vision
36 premiums over the previous plan year's premiums effective October 1, 2019
37 through September 30, 2020; October 1, 2020 through September 30, 2021;
38

October 1, 2021 through September 30, 2022; and October 1, 2022 through June 30, 2023; and October 1, 2023 through September 30, 2024 as follows:

Based on Average Percent Increase in Health Insurance Plan Premiums				
College will pay the first 6%				
Eligible faculty members will pay the increase above 6% and less than or equal to 10%				
Eligible faculty members and College will equally share the increase (50-50) above 10% and less than or equal to 15%				
Article 19 Sections 1, 2, and 3 of the CBA will be opened to discuss the increase above 15%				
	Example 1	Example 2	Example 3	Example 4
Example Premium Increases	3%	8.8%	14%	17%
College will pay the first 6%	3%	6%	6%	6%
Eligible faculty members will pay the increase above 6% and less than or equal to 10%	-	2.8%	4%	4%
Eligible faculty members and College will equally share the increase (50-50) above 10% and less than or equal to 15%	-	-	2% each	2.5% each
Article 19 Sections 1, and 2 of the CBA are opened to discuss the increase above 15%	-	-	-	Article 19 Opens

19.3 Insurance Parity: The Employer recognizes the importance of health insurance parity to the faculty at Southwestern Oregon Community College. It is the desire of the Employer that SWOCC Faculty receive health insurance offerings and monthly contributions comparable to that of other employee groups on campus, i.e. Classified and MASSC.

19.4 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.

19.5 125 Plan: The Employer shall implement an IRS Section 125 plan, without cost to the faculty member, for faculty member contributions as set forth in 19.2.

19.6 The Employer retains the right to change the Plan benefits, insurance carriers, and/or administrators as long as it provides benefits comparable to the current healthcare plan.

1 19.7 Cost Effective Measures: For all employees, the Employer may institute cost effective
2 measures for health insurance, provided the benefits level for employees is not substantially
3 decreased.
4

5
6 **ARTICLE 20 - SICK LEAVE**
7

8 20.1. Sick Leave: Sick leave for faculty members shall accumulate for an unlimited number of
9 days and shall accumulate at the rate of ten (10) days per academic year or one (1) day per
10 month employed, whichever is greater. Unlimited sick leave accumulation shall be
11 retroactive to the initial hiring of the faculty member at the College.
12

13 20.2 Eligibility for Sick Leave Benefits: To be eligible for accrued sick leave benefits for a
14 workday, the faculty member shall make a reasonable attempt to notify the Office of
15 Instruction before or at the beginning of each workday, unless otherwise directed by the
16 supervisor.
17

18 20.3 Use of Sick Leave Benefits:

19
20 A. Sick leave benefits may be used when the faculty member is absent due to an on or
21 off-the-job illness or injury or when the faculty member is absent to attend to an ill or
22 injured member of the faculty member's immediate family. For the purpose of this
23 Section immediate family shall mean spouse, domestic partner regardless of sex, the
24 faculty member's and spouse's parent, brother, sister, grandparent, child, step-child,
25 step-parent, son-in-law, daughter-in-law, or grandchild, provided the above individual
26 resides in and is an integral part of the faculty member's household. Sick leave may
27 also be used for parental leave if the faculty member qualifies for a leave of absence
28 under the Oregon Family Leave Act.
29

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

31
32 C. Faculty members shall, in accordance with 20.3A, use sick leave in one (1) hour
33 increments, depending on their scheduled activities for the day of the absence, as
34 follows:
35

36 For the purpose of this Section scheduled activities shall be defined to include
37 scheduled classes, final exams, advising appointments, committee and/or
38 evaluation meetings, in-service, graduation ceremonies, office hours, and approved
39 travel.
40

41 D. The Employer shall maintain a system that will ensure accurate accounting of sick
42 leave.
43

44 E. The Employer reserves the right to require a physician's statement verifying an
45 illness or injury, including the faculty member's inability to work and his/her fitness
46 to return to work when:
47

- 1 1. A faculty member has been absent for three (3) or more consecutive working
- 2 days.
- 3
- 4 2. The faculty member has been absent for twenty percent (20%) or more
- 5 working days in a monthly pay period.
- 6
- 7 3. The faculty member has incurred an on the job injury or illness;
- 8
- 9 4. The Employer reasonably determines that a physician’s statement is necessary
- 10 to determine that the faculty member can adequately or safely perform his/her
- 11 job.
- 12
- 13 5. In accordance with federal or state family leave laws if the reason for the
- 14 absence is a qualifying reason under either law.
- 15
- 16 F. Faculty members, upon termination of employment regardless of circumstances,
- 17 shall have unused accumulated sick leave days reported to P.E.R.S. with applicable
- 18 Administrative Board Policies and state laws.
- 19
- 20

ARTICLE 21 - BEREAVEMENT LEAVE

- 21
- 22
- 23 21.1 Bereavement Leave: The Board shall allow a faculty member up to three (3) working days
- 24 off with pay after the death of a member of the immediate family.
- 25
- 26 A. At the faculty member's request, an additional seven (7) working days off may be
 - 27 scheduled through the Office of Instruction. These days shall be deducted from
 - 28 accumulated sick leave days.
 - 29
 - 30 B. For the purpose of this Section, immediate family shall mean spouse, domestic
 - 31 partner regardless of sex, the faculty member's and spouse's parent, brother, sister,
 - 32 grandparent, child, step-child, step-parent, son-in-law, daughter-in-law, or
 - 33 grandchild, or an individual who resides in and is an integral part of the faculty
 - 34 member's household.
 - 35
 - 36 C. Any additional time off may be arranged through the College President.
 - 37
 - 38

ARTICLE 22 - LEAVES WITH PAY

- 39
- 40
- 41 22.1 Civic Leave: Faculty members shall receive time off with pay for required appearances in
- 42 court or hearings resulting from a call to jury duty or subpoena to appear to testify where
- 43 the faculty member is not personally involved in the action as the plaintiff, the defendant,
- 44 or the object of the investigation. Any remuneration received for such appearances held on
- 45 a workday, less travel costs, shall be endorsed to the Employer.
- 46

1 22.2 Personal Leave: Each faculty member shall receive twenty-four (24) hours of personal
2 leave at the beginning of each academic year. Personal leave not used within that same
3 academic year will be lost. The faculty member must give the College forty-eight (48)
4 hours advance notice, when possible, before taking personal leave, but is not required to
5 divulge the personal reason(s) necessitating the leave request. Faculty members shall use
6 personal leave in two (2), four (4), six (6), or eight (8) hour increments, depending on their
7 scheduled activities for the day of the absence as follows:
8
9

- 10 A. The faculty member shall record the use of eight (8) hours of personal leave on
11 their monthly leave report when they miss more than 75% of their scheduled hours
12 for that day.
13
14 B. The faculty member shall record the use of six (6) hours of personal leave on their
15 monthly leave report when they miss 51-75% of their scheduled hours for that day.
16
17 C. The faculty member shall record the use of two (2) or four (4) hours of personal
18 leave on their monthly leave report when they miss 50% or fewer of their scheduled
19 hours for that day.
20
21 D. For the purpose of this Section, scheduled activities shall be defined to include
22 scheduled classes, final exams, advising appointments, committee and/or
23 evaluation meetings, in-service, graduation ceremonies, office hours, and approved
24 travel.
25

26 22.3 Effect of Leaves on Faculty Status: Unless otherwise stated, faculty members who avail
27 themselves to leaves in this Section shall not lose such time as credit for regular service for
28 the purpose of advancement on the salary schedule or accrual of benefits.
29

30 22.4 Sabbatical Leave-Regulations and Procedures:

- 31
32 A. Purpose: The purpose of sabbatical leave is to provide eligible faculty members,
33 including counselors and librarians with an opportunity for professional growth and
34 development thereby substantially enhancing their future service to the College.
35 Sabbatical leave includes activities for intellectual refreshment and professional
36 growth and development by study, research, travel, or other creative activities. The
37 ultimate objective for granting sabbatical leave is for the improvement of service
38 to Southwestern Oregon Community College. The sabbatical leave is not an earned
39 right but a privilege granted at the discretion of the Board of Education.
40

41 General Guidelines for Sabbaticals:

- 42
43 1. The applicant's proposal shall be of value to self, department and the
44 College.
45

2. The applicant's proposal shall describe how the proposed project supports course or program outcomes relevant to the faculty member's teaching assignment.
3. The applicant's proposal shall be focused and definitive.

B. Eligibility:

1. First Eligibility: After six (6) academic years of continuous service as a fulltime 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. Lecturer faculty are not eligible for sabbatical leave, nor shall years of service as a lecturer faculty member count toward years of continuous service for the purpose of Section B1 or B2 except when the years of lecturer 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 appointment may, at the sole discretion of the Employer, be employed for one

1 year on a twelve-month appointment and they may be granted a
2 sabbatical leave during any one term, provided they agree to take an
3 additional one-term leave in another academic year at their own
4 expense.
5

6 2. Twelve-Month Faculty:
7

- 8 a. One year or twelve months, on one-half salary;
- 9
- 10 b. Two-thirds of a year, or eight months, on three-fourths salary;
- 11
- 12 c. One-third of a year, or four months, on full salary. (Except in
13 unusual circumstances, this type of leave will be limited to those
14 who find it difficult, because of their professional assignment, to
15 be away from their work over a longer period).
16

17 D. Application Procedure:
18

- 19 1. Application Form: Faculty Members requesting sabbatical leave must
20 complete the Application for Sabbatical Leave Form set forth in Appendix
21 C.
22
- 23 2. Time Line for Submission and Approval: Applications for Sabbatical Leave
24 Forms must be submitted through the Director and/or Dean/Supervisor to
25 the appropriate dean prior to February 1 in order to be reviewed by the
26 Screening Committee for Sabbatical Leaves not later than February 15,
27 prior to the academic year during for which the proposed leave is to begin.
28 The Applications, together with the Committee's recommendations and
29 certification of eligibility by Human Resources, will be forwarded to the
30 President not later than March 1. The Applicants will be notified, in writing,
31 of the President's and Board of Education's decision within seven (7)
32 working days of the regular March Board of Education meeting. In special
33 circumstances, sabbatical leave requests may be considered outside of this
34 timetable. The Board's decision regarding sabbatical leaves may be:
35 approved, disapproved, or approved conditionally. Faculty members who
36 have applied for admission to a college or university for study, or who have
37 applied for a scholarship, fellowship, grant-in-aid, or other similar
38 assistance but who have not been notified of their acceptance prior to the
39 deadline set for action by the screening committee, President, and/or Board
40 of Education may be approved conditionally for sabbatical leave.
41

- 42 E. Screening Committee Members: The Sabbatical Review Committee comprised of
43 six (6) members shall be appointed. Three (3) persons shall be appointed by the
44 Faculty Senate Staff Development Committee and three (3) persons by the College.
45

- 1 F. Evaluation of Applications: The Screening Committee will evaluate applications
2 and recommend action to the Vice President of Instruction prior to the March
3 meeting of the Board. The Committee’s evaluation and recommendation will be
4 based solely on the merit of the application as it applies to the purpose of sabbatical
5 leave stated in Section A, Purpose.
6
- 7 G. Approval or Disapproval: The Employer reserves the sole right to grant or deny
8 sabbatical leave to faculty members. The exercise of this discretion shall not be
9 subject to the grievance procedure unless the Federation can prove that the
10 Employer was arbitrary or discriminatory in the exercise of this discretion. In no
11 event may an arbitrator substitute his/her judgment for the judgment of the
12 Employer. All sabbatical application forms submitted for review shall be clearly
13 marked “approved” or “disapproved” and placed in the requestor’s personnel file.
14 A copy of the marked request form shall be returned to the requestor in accordance
15 with Article 22.4D (2).
16
- 17 H. Special Appointment Arrangement: To ensure the interests of the College, the
18 faculty member will enter into a special, written appointment arrangement with the
19 College at the time sabbatical leave is granted. The written appointment
20 arrangement, to be written by Chief Human Resources Officer upon consultation
21 with the Vice President of Instruction and the faculty member to take sabbatical
22 leave, shall specify, at a minimum, the following and shall be signed by the faculty
23 member and the Vice President of Instruction and be placed in the faculty member’s
24 personnel file prior to the commencement of the sabbatical leave:
25
- 26 1. The date the sabbatical leave will commence;
 - 27
 - 28 2. The date the faculty member will return to service;
 - 29
 - 30 3. The terms of compensation; and
 - 31
 - 32 4. A statement indemnifying the College for any salary paid to the faculty
33 member during the period of sabbatical leave in the event the faculty
34 member fails to return to the College and fulfill the obligations set forth in
35 Section K, Faculty Member’s Obligation.
 - 36
 - 37 5. A faculty member who fails or refuses to sign the agreement within 7 days
38 of receiving it will lose entitlement to the leave. The leave may then be
39 offered to another applicant.
40
- 41 I. Compensation: All sabbatical leave payments shall be paid on the regular monthly
42 payroll cycle.
43
- 44 1. Full-Year Leaves: Full-year leaves shall be paid at one-half (1/2) the faculty
45 member’s salary. Prorated salary payments will be made in twelve equal
46 monthly installments for full-year leaves.
47

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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 Article 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.
- 14 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.
- 19
- 20 K. Faculty Member's Obligation:
- 21
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 repayment to the College for the contribution that was made during the sabbatical unless such failure is due to the faculty member's death or physical or mental disability certified by a licensed physician. The faculty member shall sign a repayment agreement prior to taking leave.
 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 Office of Instruction and with the President a written report giving evidence that the program of study or travel agreed upon has been carried out. The report will include information regarding how the sabbatical will impact the faculty member's service to the College and to student success. For travel sabbaticals, the faculty member will outline in the report specific actions they will take to incorporate their course of study in their teaching or service to the College. 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 and should be included in the next subsequent presentation of the faculty member's portfolio after the sabbatical is complete.
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1
2 L. Status: A faculty member granted a sabbatical leave shall be permitted to return to
3 employment in the College with the same salary status which he/she would have
4 enjoyed had he/she been teaching and in a comparable position. Faculty members
5 that take sabbatical shall be eligible for a step increase. Time spent in sabbatical
6 leave shall be counted toward years of service for early retirement.
7

8 M. Professional Study or Travel Considerations:
9

10 1. Professional Study: If the sabbatical leave is for the purpose of study, a
11 planned program of courses or a special project will be submitted to the
12 President for approval. Transcripts or other evidence of completion of the
13 planned program of study will be submitted to the President within sixty
14 (60) calendar days of the faculty member's return to duty and shall be placed
15 in the faculty member's personnel file.
16

17 2. Travel: Sabbatical leave which is for the purpose of travel will normally be
18 approved only if the proposed program incorporates a formal plan of study
19 in connection with the travel. Applicants will submit a detailed itinerary and
20 program with a statement of the objectives of the plan. The faculty member
21 will remain in travel status (including time spent in study) at least two (2)
22 months for each term of leave granted. A written report will be submitted
23 to the president within sixty (60) calendar days of the faculty member's
24 return to duty and shall be placed in the faculty member's personnel file and
25 should follow all provisions of 22.4K above.
26

27 22.5 Release Time for Union Activities: In recognition of the responsibilities of the Faculty
28 Federation regarding faculty representation and matters related to management of this
29 Agreement, the Employer agrees that during the regular academic year (College contract
30 days) the Faculty Federation Members will receive:
31

32 A. Up to 8 days release time to be distributed to members as needed to fulfill the
33 responsibilities of union membership that are allowed under state and federal laws.
34 These days are meant to be available so that the faculty federation members are not
35 required to use sick time and/or personal time in service to the bargaining unit.
36 Unused release time will not accumulate from year to year.
37

38 Upon request, Human Resources will instruct the Faculty Federation members on
39 how to properly fill out the leave report.
40
41
42

1 **ARTICLE 23 - LEAVES WITHOUT PAY**

2
3 23.1 Conditions of Unpaid Leaves:

- 4
5 A. Employees granted unpaid leaves will be required to use any available earned paid
6 leave benefits before any unpaid time off is granted except when prohibited by law.
7 B. If more than one type of leave applies to the employee's time off, all leaves will
8 run concurrently unless prohibited by law.
9

10 23.2 Military Leave: Military leave shall be granted consistent with applicable state and federal
11 laws.
12

13 23.3 On-The-Job Injury/Illness (or Worker's Compensation) Leave:

- 14
15 A. Faculty members shall be granted leave for the period they are unable to perform
16 their regular job or other available duties offered by the Employer due to an on-the-
17 job injury or illness in accordance with applicable law.
18
19 B. Faculty members off work on work-related injuries or illnesses are required to keep
20 the Employer apprised weekly of their anticipated date of return to work and any
21 changes in their medical condition. The Employer may require written certification
22 regarding the nature, extent, duration and other conditions for the leave from the
23 attending physician. Independent medical opinions may be required by the
24 Employer or insurance provider as permitted by law. Such leave shall not count as
25 regular service for the purpose of receiving step increases or accrual of benefits or
26 seniority.
27
28 C. Faculty members who are absent from work due to on-the-job injuries or illnesses
29 are eligible to receive workers' compensation benefits.
30
31 D. In order to have reinstatement rights, a faculty member returning from an on-the-
32 job injury or illness must request reinstatement within seven (7) calendar days of
33 the date they receive notice from the Employer's insurance provider that their
34 attending physician released them to return to work. A request for reinstatement
35 must be submitted in writing. Faculty members who make timely requests for
36 reinstatement will be reinstated to their former position, upon written verification
37 by the attending physician that the faculty member is able to perform the duties of
38 their position and further provided that their position exists. In the event their
39 former position no longer exists, the faculty member shall be reinstated to the next
40 available and suitable position in accordance with applicable law.
41

42 23.4 Domestic Violence Leave and Accommodation:

- 43
44 A. Domestic Violence Leave and Accommodation shall be granted consistent with
45 applicable laws.
46

1 23.5 Family Medical Leave, Parental, or Pregnancy Leave (Oregon Family Leave Act (OFLA)
2 and Family Medical Leave Act (FMLA)):

- 3
4 A. Family Medical Leaves, Parental or Pregnancy Leaves shall be granted consistent
5 with applicable laws and Employer policies. For more information faculty members
6 should contact Human Resources or see the following websites www.dol.gov or
7 www.oregon.gov.
8

9 23.6 Leaves for Other Reasons:

- 10
11 A. The Employer may grant a faculty member's request for leave of absence without
12 pay for the purpose of study, research, travel, recovery of physical or mental health
13 when a faculty member's health or physical condition makes it impossible for the
14 faculty member to properly discharge his/her duties, and such other leave as the
15 Employer may deem in the best interest of the College, subject to the needs of the
16 Employer.
17

- 18 B. Reduced Workload: Regular bargaining unit members are eligible for a reduced
19 workload assignment. To be eligible for a reduced workload the employee must be
20 able to show a compelling reason for the reduction. A request for a reduced
21 workload shall be submitted in writing to the appropriate dean a full quarter before
22 the preceding quarter(s) for which the reduction applies. The request shall include
23 the reason for the reduction as well as the teaching schedule that would be in effect
24 during the reduction. The minimum part-time employment that can be requested
25 will be at least 50% of their 10, 11, or 12 month appointment. The extent of the
26 request cannot be longer than one academic year. If the reduction is requested
27 beyond one academic year the employee must submit another request. The request
28 will then be considered by the appropriate dean, the Vice President of Instruction
29 and the President.
30

- 31 C. The Employer shall not unreasonably deny a faculty member's leave of absence
32 request as set forth in this Section. Such leaves shall not count as regular service
33 for the purpose of advancement on the salary schedule or accrual of benefits. The
34 terms and conditions of a leave of absence without pay shall be mutually agreed to
35 in writing prior to granting the leave.
36
37

38 **ARTICLE 24 – HOLIDAYS**

- 39
40 24.1 Faculty Members on Ten (10) Month Appointments: Faculty members on a regular ten
41 (10) month appointment shall receive time off with pay on the following holidays: Martin
42 Luther King Day, President's Day, Memorial Day, Veterans Day, Thanksgiving Day, the
43 Friday following Thanksgiving, and New Year's Day.
44
45

1 24.2 Faculty Members on Eleven (11) or Twelve (12) Month Appointments: Faculty members
2 on eleven (11) or twelve (12)-month appointments shall receive time off with pay, if
3 applicable to their appointment period, for those holidays set forth in 24.1 and for the
4 following holidays: Independence Day, Labor Day, Christmas Day, and the day before
5 Christmas.

6
7 24.3 Holiday Observance: Holidays shall be observed in accordance with the instructional
8 calendar of the College.

9
10
11 **ARTICLE 25 – VACATIONS**
12

13 25.1 Accrual: Faculty members employed on a 12-month appointment shall accrue paid
14 vacations on the basis that the annual accrual shall be 160 hours per fiscal year. The
15 maximum accrual shall be 320 hours.

16
17 25.2 Vacation Utilization: Vacation time shall partially be utilized during periods of time
18 between terms. As long as it is not disruptive to the operations of the College, faculty
19 members shall be allowed to be gone from their positions on consecutive working days for
20 the duration of their vacation.

21
22 25.3 Vacation Pay on Termination of Employment: Faculty terminating employment shall be
23 paid a lump sum for all accrued, but unused vacation leave up to a maximum of 160 hours.

24
25 25.4 Faculty members employed on ten (10) or eleven (11) month appointments are ineligible
26 for vacation accrual.

27
28
29 **ARTICLE 26 – TUITION**
30

31 26.1 Tuition Benefit: Faculty members may enroll in any SWOCC courses (see exception). The
32 Employer will waive tuition, class and registration fees each term. Exception: Tuition and
33 fees for non-SWOCC online courses, Enterprise account courses, self-supporting courses,
34 and third party fees are not covered.

35
36 26.2 Spouse/Dependent Waivers: Faculty members' spouses and dependent children as defined
37 in I.R.S. Code and Regulations shall be permitted to enroll in SWOCC courses (see
38 exception) with tuition, and class and registration fees waived by the Employer, provided
39 the faculty member submits any required dependent forms in a timely manner. The faculty
40 member shall be financially responsible for all costs incurred by his/her spouse or
41 dependent children for enrolling in courses at the College. Exception: Tuition and fees for
42 non-SWOCC online courses, Enterprise account courses, self-supporting courses, and third
43 party fees are not covered.

1 26.3 Bookstore: All faculty members, their spouse and dependent children as defined in I.R.S.
2 Code and Regulations shall be granted the opportunity to purchase specified professional
3 books and supplies at a twenty percent (20%) discount at the College bookstore.
4

5 26.4 Admission to College Functions: All faculty members' spouses and dependent children as
6 defined in I.R.S. Code and Regulations shall be admitted free of charge to all College
7 functions except the following:
8

9 A. Functions that are self-supporting and/or jointly sponsored by the College and
10 another entity, or
11

12 B. Functions at the Performing Arts Center, unless specifically waived by the College.
13
14

15 **ARTICLE 27 - CONFERENCE AND TRAVEL**

16
17 27.1 Staff Development: Faculty members may be reimbursed for the costs of attending staff
18 development activities directly related to their teaching assignments, subject to budget
19 limitations and the determination by the Employer that such attendance serves the best
20 interests of the District. In the event that reimbursement is granted, such reimbursement
21 shall be consistent with district-wide policy for member staff development.
22

23 27.2 Employer Assigned Travel: In accordance with Administrative and Board Policies, Faculty
24 shall be reimbursed for travel assigned by the Employer. Reimbursement for meals and
25 lodging shall be consistent with the Board approved per diem. The Employer shall pay the
26 costs of previously approved commercial transportation. Use of personal vehicles shall be
27 reimbursed as set forth APP 7075 Staff Travel.
28
29

30 **ARTICLE 28 – EARLY RETIREMENT POLICY**

31
32 28.1 The Employer reserves the right to establish, revise, or discontinue its early retirement
33 policy without negotiations with the Federation. It is understood that any retirement policy
34 established or revised by the Employer shall apply equally to all employees of the College.
35 Lecturer faculty are not eligible to apply for early retirement.
36
37

38 **ARTICLE 29 – FACULTY INVOLVEMENT IN RECRUITMENT AND SELECTION**

39
40 29.1 Faculty Involvement: It is agreed that faculty involvement in the selection process is
41 desirable to the institution. Lecturer Faculty are covered by the terms of this Article,
42 however, they shall not be assigned to screening committees.
43
44

1 29.2 Screening Committees: Selection of faculty members shall be made only after candidates
2 have been interviewed by a screening committee composed of a majority of faculty.

3
4 29.3 Screening Committee Recommendations: The Vice President of Instruction shall consider
5 the recommendations of the screening committee in making a recommendation to the
6 President.

7
8 29.4 Faculty Involvement in Selection of Administrators: In addition, it is agreed that screening
9 committees including faculty members shall be utilized to assist the Employer in the
10 evaluation and selection of administrative candidates.

11
12
13 **ARTICLE 30 - BUDGET DEVELOPMENT**

14
15 30.1 Faculty Participation: The Employer agrees that faculty members shall be allowed to
16 participate in the development of the College budget through the appropriate administrative
17 channels.

18
19 30.2 Draft of Budget: The final draft of the budget will be provided to the Federation ten (10)
20 calendar days prior to its submission to the District Budget Committee.

21
22 30.3 Income and Expense Reports: Monthly reports of expenditures and income will be
23 prepared for Board approval and will be made available to all faculty members or other
24 interested persons following the Board meeting.

25
26
27 **ARTICLE 31 - REDUCTION IN FORCE AND RECALL**

28
29 31.1 Definitions:

30
31 A. Reduction in Force: A reduction in force shall be defined as a position(s) being
32 laid off as determined by the Employer. However, a reduction in force shall not
33 include a reduction in work hours for all or some of the faculty members.

34
35 B. Qualifications: Qualification shall be defined to include, but are not limited to the
36 required qualification standards, preferred qualification standards, and required
37 knowledge, skills and abilities as specified in the current position description;
38 education; experience; evaluations; licensure and certification and/or prior
39 discipline, if any.

40
41 31.2 Application:

42
43 A. In the event that the Employer determines a reduction in force to be necessary, the
44 President shall develop an overall plan of reduction which best protects the
45 instructional capacity and flexibility required to maintain the highest quality of
46 education possible for College students. This plan shall contain:

1. a justification for reduction in force including Program Viability and Program Review data and analysis;
2. an identification of all positions affected; and
3. 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 staff through retirements, reassignments, leaves or other types of normal attritions. Reassignments can occur for the faculty member(s) to another vacant position in the institution for which the individual is qualified as defined in 31.1.B. Prior to the layoff or reduction of any employee covered by this Agreement, administration shall eliminate all voluntary overload for full-time faculty then part-time faculty positions held by MASSC, classified and part-time faculty respectively to courses which the full-time faculty member is competent to fill in any department pursuant to the qualifications of this provision.

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 faculty vacancies for which they are qualified, which may occur during the recall rights period and shall include ten (10) calendar days for which the faculty member may accept or decline the recall offer.

1. If a laid off faculty member rejects a recall offer for a full-time faculty position with equal or greater salary; that member's recall rights shall be terminated (Article 32.1.E).
2. If a laid off faculty member rejects a recall offer for a part-time faculty position, the rejection of such opportunity shall not modify the faculty member's right to recall within the two year period.
3. 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.

1 B. Meeting with Affected Employees: After the meeting with the Federation, the
2 President will meet with affected employees to notify the employees of the
3 reduction in force.

4
5 1. Tenured faculty members identified for layoff will be provided as much
6 notice as is practical under the circumstances but advance written notice
7 shall not be less than one hundred (100) calendar days before the layoff
8 shall become effective.

9
10 2. Non-tenured, visiting, and/or lecturer faculty members identified for layoff
11 will be provided as much notice as is practical under the circumstances but
12 advance written notice shall not be less than sixty (60) calendar days
13 before the layoff shall become effective.

14
15 C. Alternative Plan: Within thirty (30) days from the Federation's meeting with the
16 President, the Federation may present an alternative method of reduction to the
17 Board for consideration. The Board of Education in its role as appointing authority
18 shall make the final determination of the layoff plan within thirty (30) calendar days
19 from the Federation's submission. Decisions by the Board shall not be subject to
20 Article 32, Grievance Procedure.

21
22
23 **ARTICLE 32 – TERMINATION OF SENIORITY AND EMPLOYMENT**

24
25 32.1 Termination of Seniority and Employment: A faculty member's seniority and employment
26 in the bargaining unit may be terminated for any one (1) of the following reasons:

27
28 A. Discharge for cause;

29
30 B. Resignation;

31
32 C. Layoff in excess of twenty-four months (24);

33
34 D. Employment in a position with the employer but outside the bargaining unit for
35 longer than twelve (12) months;

36
37 E. Rejecting a recall offer or job assignment in accordance with Article 31.2.D.1.

38
39 F. Violating the terms of the leaves set forth in Articles 20, 21, 22, and 23;

40
41 G. Retiring; or

42
43 H. Failing to notify the employer as soon as possible of the receipt of a doctor's release
44 for work. Except for employees on pregnancy leave as set forth in Article 23.4,
45 faculty members shall have three (3) workdays following receipt of the release to
46 notify the Employer of their availability for work and faculty members who are

1 eligible for on-the-job disability leave as set forth in Article 23.2 shall have seven
2 (7) calendar days following receipt of the release for work to notify the Employer
3 of their availability for work.
4

5
6 **ARTICLE 33 - GRIEVANCE PROCEDURE**
7

8 33.1. Purpose: It is the declared objective of the Employer and the Federation to encourage the
9 prompt resolution of all grievances as defined in 33.2. Accordingly, this grievance
10 procedure is established to provide an orderly and expeditious procedure for such grievance
11 resolution.
12

13 33.2 Definition: A grievance is hereby defined as an alleged violation of the terms of this
14 Agreement by the Employer.
15

16 33.3 Filing of Grievances: A grievance may be filed by a faculty member, group of faculty
17 members, or the Federation. An individual faculty member or group of faculty members
18 shall have the right to present grievances and to have such grievances adjusted without the
19 intervention of the Federation, as long as the adjustment is not inconsistent with the terms
20 of this Agreement. A faculty member may elect to have a representative of the Federation
21 present at such meeting.
22

23 33.4 Informal: An attempt should be made to satisfactorily resolve the grievance through informal
24 meetings and discussion beginning at the lowest possible level of administrative organization
25 that has the authority to resolve the grievance. In the event of a resolution, and if requested
26 by either the faculty member or the supervisor, such resolution shall be reduced to writing and
27 forwarded to the Vice President of Instruction prior to it becoming binding. Although a failure
28 to utilize the informal process shall not deem the grievance untimely, should the employee
29 elect to utilize the formal grievance procedure he/she shall be required to file the grievance in
30 a timely manner as set forth in 32.5.
31

32 33.5 Formal: If the grievance is not satisfactorily resolved through informal means or in cases
33 concerning the discharging of employees, the grievance shall be reduced to writing within
34 twenty (20) working days of the date the grievant knew or should have known of the alleged
35 violation. The written grievance shall include a concise and factual summary of the
36 allegations, including the date of the occurrence, reference to the specific contract provisions
37 in dispute, and the remedy sought. The written grievance shall be sent or delivered to the Vice
38 President of Instruction. The following procedure shall be used to resolve the grievance:
39

40 Step I: Within ten (10) working days of receipt of the written grievance, and at a mutually
41 agreeable time, the Vice President of Instruction shall meet with the grievant and/or
42 Federation representative to discuss the grievance. For the purpose of this Article, working
43 days shall be defined as Monday through and including Friday, excluding contractually
44 recognized holidays. In such cases, the Vice President of Instruction shall respond to the
45 grievance in writing within ten (10) working days of the meeting.
46

1 Step II: If there is no satisfactory resolution of the grievance within ten (10) working days
2 of receipt of the Step I response, the grievant will notify the Vice President of Instruction
3 and President that the grievance is being advanced to Step II. At a mutually agreeable date
4 and time, within ten (10) working days of the Step II notice, the Federation shall meet and
5 attempt to resolve the grievance with the College President or designee. The College
6 President or designee shall respond to an employee or Federation grievance in writing
7 within ten (10) working days after the next regularly scheduled meeting of the Board of
8 Education but not to exceed twenty (20) working days from the date of the meeting with the
9 College President or designee giving specific reasons for a decision.

10
11 Step III: If there is no satisfactory resolution for the grievance, the Federation within ten (10)
12 working days of receipt of the College President's response may appeal the decision to
13 arbitration. First consideration would be filing a request to the State of Oregon Employee
14 Relations Board (ERB). If necessary, a second consideration to the American Arbitration
15 Association via certified mail with a return receipt for a list of seven (7) proposed arbitrators,
16 with a copy to the Vice President of Instruction. It is the intention of both parties that selection
17 of an arbitrator shall occur within thirty (30) working days of receiving the list of arbitrators.
18 In the event the parties are unable to agree on an arbitrator, the Employer and the Federation
19 shall alternately strike from the list one name at a time, until only one name remains on the
20 list. The arbitrator remaining on the list shall be accepted by both parties, and a hearing on
21 the grievance shall be scheduled and conducted in accordance with the Voluntary Rules of
22 the American Arbitration Association.

23
24 33.6 Arbitrator's Jurisdiction: Jurisdiction of the arbitrator is limited to grievances which
25 involve an alleged violation of a specific section or provision of this Agreement; and which
26 are presented to the other party in writing during the term of this Agreement and which are
27 processed in the manner and within the time limits herein provided.

28
29 33.7 Arbitrator's Judgment: The arbitrator shall have no power to modify, add to, subtract from,
30 change or amend any term or condition of this Agreement or render an award which is in
31 conflict with the provisions of this Agreement.

32
33 33.8 Arbitrator's Fees and Expenses: The fees and expenses of the arbitrator shall be paid by
34 the losing party as determined by the arbitrator. The decision of the arbitrator shall be final
35 and binding on the Employer, the Federation and the employees affected, consistent with
36 the terms of this Agreement.

37
38 33.9 Notification and Time Limits: The grieving party may choose to drop the grievance at any
39 step in this process by notification to the other party or by not taking action to pursue the
40 matter to the next higher level within the time limits set out in the procedure. If the non-
41 grieving party fails to meet the timetable in the process, the grievance shall be deemed denied
42 and the grieving party may pursue the matter to the next higher step. However, if the
43 grievance is not appealed to the next step within the specified time limits set forth in this
44 Article, the grievance shall be deemed denied on the basis of the non-grieving party's
45 response. Both parties may mutually agree to extend the time limits of the grievance process.

46
47

1 33.10 Arbitrator's Award: The arbitrator shall render his award within thirty (30) calendar days
2 after the close of the hearing or the submission of any written briefs presented by the
3 parties, whichever is later.
4

5 33.11 Rights and Obligations: The Employer shall not be required or obligated under the terms
6 of this Agreement or otherwise to submit to arbitration any claim or cause of action which
7 it may have or assert on account of any alleged violation of this Agreement. The Employer
8 shall have the right to sue at law or in equity in any court of competent jurisdiction, Federal
9 or State, to enforce this Agreement and to recover for any breach or violation of this
10 Agreement.
11

12 **ARTICLE 34 – UNPROTECTED STRIKE ACTIVITIES AND LOCKOUTS**

13
14
15 34.1 No Strikes: The Federation agrees that there will be no work stoppages or interruptions of
16 regularly assigned duties, in violation of Oregon Revised Statutes, during the term of this
17 Agreement. Any employee participating in any work stoppage or interruption of work in
18 violation of Oregon Revised Statutes, shall be subject to discipline as determined by the
19 Employer, irrespective of the discipline, if any, imposed upon other employees. However,
20 the Employer shall not exercise a disciplinary right in an arbitrary or capricious manner.
21

22 34.2 No Lockouts: The Board of Education agrees not to lock out employees during the term of
23 this Agreement.
24

25 **ARTICLE 35 – SCOPE OF AGREEMENT**

26
27
28 35.1 Scope of Agreement: This Agreement constitutes the negotiated agreements between the
29 Employer and the Federation and supersedes any previous agreements or understandings
30 whether oral or written which are contrary or inconsistent with the terms of this Agreement.
31

32 35.2 Entire Agreement: In the event that any provision or provisions of this Agreement are or
33 shall at any time be determined to be contrary to law, all other provisions of this Agreement
34 shall continue in effect. In addition, the parties agree to enter into negotiations for the
35 revision of the Agreement with respect to any item that becomes invalid or contrary to law.
36

37 35.3 Waiver of Rights: The parties acknowledge that each has had the unlimited right and
38 opportunity to make demands and proposals with respect to any matter deemed a proper
39 subject for negotiations. The results of the exercise of that right and opportunity are set
40 forth in this Agreement. Except as specifically stated in this Agreement, the Employer and
41 the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly agree
42 to waive the right to oblige the other party to negotiate with respect to any subject or matter
43 covered or not covered in this Agreement unless mutually agreed or otherwise.
44
45

ARTICLE 36 – DURATION

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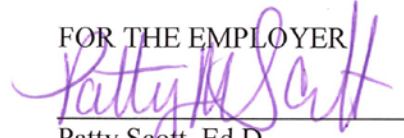
36.1 Duration: This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2024.

FOR THE FEDERATION




Maidie Rosengarden
Federation President

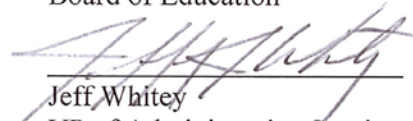
FOR THE EMPLOYER



Patty Scott, Ed.D
President



David Bridgham, Chair
Board of Education



Jeff Whitey
VP of Administrative Services

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APPENDIX A
Single-Column Step Schedule
2019-2023

	2018-2019 (for historical reference)	2019-2020	2020-2021	2021-2022	2022-2023
1	41600	43700	44500	45800	47100
2	43300	45400	46200	47500	48800
3	45000	47100	47900	49200	50500
4	46700	48800	49600	50900	52200
5	48400	50500	51300	52600	53900
6	50100	52200	53000	54300	55600
7	51800	53900	54700	56000	57300
8	53500	55600	56400	57700	59000
9	55200	57300	58100	59400	60700
10	56900	59000	59800	61100	62400
11	58600	60700	61500	62800	64100
12	60300	62400	63200	64500	65800
13	62000	64100	64900	66200	67500
14	63700	65800	66600	67900	69200
15	65400	67500	68300	69600	70900
16	67100	69200	70000	71300	72600
17	68800	70900	71700	73000	74300
18	70500	72600	73400	74700	76000
19	72200	74300	75100	76400	77700
20			76800	78100	79400
21				79800	81100
22					82800

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APPENDIX B
Multi-Column Step Schedule
2023-2024

	2023-2024		
	A	B	C
1	44500	48500	54500
2	44500	48500	54500
3	46500	50500	56500
4	48500	52500	58500
5	50500	54500	60500
6	52500	56500	62500
7	54500	58500	64500
8	56500	60500	66500
9	58500	62500	68500
10	60500	64500	70500
11	62500	66500	72500
12	64500	68500	74500
13	66500	70500	76500
14	68500	72500	78500
15	70500	74500	80500
16	72500	76500	82500
17	74500	78500	84500
18	76500	80500	86500
19	78500	82500	88500

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Last Name	Step	22-23	New Step	23-24 Base	23-24 Increase	One time stipend (23-24)
GAUDETTE	5	53,900.00	A9	\$58,500.00	\$4,600.00	\$400.00
HENDERSON	5	53,900.00	A9	\$58,500.00	\$4,600.00	\$400.00
CLEMENS	7	57,300.00	A10	\$60,500.00	\$3,200.00	\$1,800.00
DEUTSCHMAN	8	59,000.00	A11	\$62,500.00	\$3,500.00	\$1,500.00
BRYAN	8	59,000.00	B9	\$62,500.00	\$3,500.00	\$1,500.00
BIDARI	9	60,700.00	B10	\$64,500.00	\$3,800.00	\$1,200.00
LIVINGSTONE	9	60,700.00	B10	\$64,500.00	\$3,800.00	\$1,200.00
WINSTON	9	60,700.00	B10	\$64,500.00	\$3,800.00	\$1,200.00
WYMAN	10	62,400.00	B11	\$66,500.00	\$4,100.00	\$900.00
RUSHTON	10	62,400.00	B11	\$66,500.00	\$4,100.00	\$900.00
HOLT	10	62,400.00	B11	\$66,500.00	\$4,100.00	\$900.00
CASH	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
COYNER	11	64,100.00	C9	\$68,500.00	\$4,400.00	\$600.00
DOUDA	11	64,100.00	C9	\$68,500.00	\$4,400.00	\$600.00
EBERT	11	64,100.00	B12	\$68,500	\$4,400.00	\$600.00
FREIM	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
FOLTZ	11	64,100.00	A14	\$68,500.00	\$4,400.00	\$600.00
DORNBACH	11	64,100.00	C9	\$68,500.00	\$4,400.00	\$600.00
COOPER	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
LISSEVELD	12	65,800.00	B13	\$70,500.00	\$4,700.00	\$300.00
PETERS	12	65,800.00	B13	\$70,500.00	\$4,700.00	\$300.00
TRUKA	12	65,800.00	B13	\$70,500.00	\$4,700.00	\$300.00
KEENE	13	67,500.00	C11	\$72,500.00	\$5,000.00	\$0.00
SPRINGER	13	67,500.00	C11	\$72,500.00	\$5,000.00	\$0.00
WILL	13	67,500.00	B14	\$72,500.00	\$5,000.00	\$0.00
RIDGWAY	14	69,200.00	B14	\$72,500.00	\$3,300.00	\$1,700.00
LUNDQUIST	14	69,200.00	B14	\$72,500.00	\$3,300.00	\$1,700.00
ROSENGARDEN	14	69,200.00	C11	\$72,500	\$3,300.00	\$1,700.00
REYNOLDS	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
COLLINS	15	70,900.00	B15	\$74,500.00	\$3,600.00	\$1,400.00
TREMONTI	15	70,900.00	B15	\$74,500.00	\$3,600.00	\$1,400.00
WOZNIAK	15	70,900.00	C12	\$74,500.00	\$3,600.00	\$1,400.00
DAVIES	16	72,600.00	B16	\$76,500.00	\$3,900.00	\$1,100.00
ENGELKE	16	72,600.00	B16	\$76,500.00	\$3,900.00	\$1,100.00
MANTEY	16	72,600.00	B16	\$76,500.00	\$3,900.00	\$1,100.00
WILLIAMS	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
HOPPE	17	74,300.00	B17	\$78,500.00	\$4,200.00	\$800.00
KYPRIOTAKIS	17	74,300.00	C14	\$78,500.00	\$4,200.00	\$800.00

STAGG-BROWN	17	74,300.00	B17	\$78,500.00	\$4,200.00	\$800.00
BROUSE	19	77,700.00	C16	\$82,500.00	\$4,800.00	\$200.00
HUTCHERSON	19	77,700.00	B19	\$82,500.00	\$4,800.00	\$200.00
KAPOCIAS	19	77,700.00	B19	\$82,500.00	\$4,800.00	\$200.00
WHITLATCH	19	77,700.00	B19	\$82,500.00	\$4,800.00	\$200.00
BRICK	20	79,400.00	B19	\$82,500.00	\$3,100.00	\$1,900.00
BELL	21	81,100.00	B19	\$82,500.00	\$1,400.00	\$3,600.00
FRITZ	21	81,100.00	B19	\$82,500.00	\$1,400.00	\$3,600.00
WILSON	21	81,100.00	B19	\$82,500.00	\$1,400.00	\$3,600.00
FIELDS	22	82,800.00	C18	\$86,500.00	\$3,700.00	\$1,300.00
METZGER	22	82,800.00	C18	\$86,500.00	\$3,700.00	\$1,300.00

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APPENDIX C
Application for Faculty Sabbatical Leave

Name: _____ Date of Hire: _____

Date of Application: _____

Current Position:

10 Month 11 Month 12 Month

Have you been employed as a full-time faculty for six (6) consecutive academic years?

Yes No

Dates of Proposed Leave:

From _____ To _____

Length and Type of Leave: *See Article 22.4C for more information about types of leave*

One academic year (3 terms or 12 months) @ ½ salary

2/3 academic year (2 terms or 8 months) @ ¾ 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 appointment 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.

Please complete the following for your sabbatical request.

Title of Proposal: _____

1. Give a narrative explaining the type, scope, and objectives of the project as well as the means of completion and time-line (two page maximum).
2. Explain the value of the project to specific aspects of your professional development goals (1 page maximum)
3. Explain why the project is of a scale that warrants a sabbatical leave as opposed to a project that might be undertaken in the summer.
4. Briefly describe your follow-through on previous projects such as sabbaticals, grants (internal and external), fellowships, service learning projects, commission/committee leadership, etc.
5. After discussing with your Dean, please describe your recommendations for covering courses, taking care of advisees, and other departmental obligations.

- 1 6. Attach an updated C.V. and copies of your two most recent Reports of Yearly Service
 2 (ROYs).
- 3 7. Attach supporting documents that might strengthen or better convey your readiness to
 4 undertake the sabbatical project. This might include letters indicating support from any
 5 external sites or individuals upon whom the research or project depends, evidence of
 6 preparatory research, or other work that indicates investment in and preparedness to
 7 undertake the proposed project. A good proposal demonstrates the worthiness of the project,
 8 the applicant's readiness to complete the project, and the value of the project to SWOCC. If
 9 the sabbatical includes travel, please also include a formal plan of study and proposed
 10 itinerary for the travel.
 11
 12

13 **APPLICANT SIGNATURE**

14
 15 I believe that I am eligible to apply for Sabbatical Leave. The information contained in this
 16 application is accurate and true to the best of my knowledge. I agree to abide by the conditions
 17 of Sabbatical Leaves as outlined in the Faculty Collective Bargaining Agreement and agree to
 18 enter into a written appointment agreement prior to beginning my leave, if approved, and I agree
 19 to fulfill the obligations set forth in the Bargaining Agreement and in the written appointment
 20 agreement. I understand that failure to fulfill my obligations may result in a forfeiture of salary.
 21
 22

23
 24 _____
 25 Signature of Applicant Date

26 **APPROVAL/SIGNATURES**

27
 28 **Human Resources** verification of eligibility: Meets eligibility
 29
 30 Does not meet eligibility
 31

32 Date Received by Vice President of Instruction: _____
 33

34 Screening Committee Recommend Approval Recommend Denial
 35

36 Comments:
 37

38 Instruction: Recommend Approval Recommend Denial
 39

40 Comments:
 41

42 President: Recommend Approval Recommend Denial
 43

44 Comments:
 45

46 Board of Education: Recommend Approval Recommend Denial
 47

1 Comments:

2

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OUTCOME

5

6 Sabbatical Leave request is:

7

8 Approved as requested

9

10 Denied

11

12 Approved conditionally

13

14 Explanation of denial or conditional approval:

15

16

17

18 Date filed in personnel file:

19

20

APPENDIX D
Floating Days – Effective 2020-2021

Phase 1: 2020-2021 and 2021-2022

One day of faculty member's 174 (10-month), 194 (11-month), 249 (12-month) will be considered floating days for the purposes of advising, student engagement and student success activities, instructional mission fulfillment planning, and professional development.

Phase 2: 2022-2023 through 2023-2024

Two days of faculty member's 175 (10-month), 195 (11-month), 250 (12-month) will be considered floating days for the purposes of advising, student engagement and student success activities, instructional mission fulfillment planning, and professional development.

Faculty Senate and the Vice President of Instruction shall come to mutual agreement regarding the scheduled activities for each faculty member each year. Possible activities are listed below. This list is not intended to be all inclusive, as the activities for each year will depend on current projects and need.

- Focused assessment training (e.g., norming using rubrics)
- Student engagement activities prior to term start
- Student recruitment activities (e.g., engaging in a STEM workshop in the summer for high school or middle school students)
- Participation in summer student success summit
- Participation in meetings during the summer (e.g., working with administration to develop learning communities)
- College 101 activities after winter term
- New faculty orientation and mentorship prior to the start of fall term
- Instructional planning retreat in summer term
- Committee Work
- Faculty Senate Retreat and/or planning
- Professional Development Activities
- Department wide meetings for planning or professional development.

Faculty Senate, in cooperation with the Office of Instruction, will develop a list of possible activities in spring of each year, which will be shared via survey with faculty during fall in-service. Final assignment of floating day activities for each subsequent appointment year will be made by March 31st.

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4 **APPENDIX E**
5 **Payment for Course and Program Development**

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9 **Payment for Course Development**

10 Faculty will be compensated for any new course development whether face-to-face or online for
11 courses that administration has requested or new courses that faculty have discussed with and
12 gotten approval for development from their Dean of Instruction.

13 First time conversion of a face-to-face course to an online format will also be compensated.
14 Development of the following items for both face-to-face and online courses constitute a fully
15 developed course that will be compensated:

- 16 a) Course Outline
- 17 b) Syllabus
- 18 c) Unit plans and outcomes
- 19 d) Unit assessments and related rubrics
- 20 e) Unit assignments
- 21 f) Identified textbook or OER materials

22 Courses should be sufficiently developed that they could be handed to another faculty member to
23 teach. Development of online courses will only be compensated once the course has been peer-
24 reviewed using a Quality Matters rubric and any necessary revisions have been completed.

25 New courses will be compensated at the rate of \$600 per course.

26 Inactivated courses that have been inactive for three or more years will be treated as new
27 courses.

28 Faculty, in agreement with their Dean, can choose reassigned time to develop courses in lieu of
29 the \$600 stipend.

30 Course materials developed and paid for via stipend become the property of the College.

31 **Payment for Program Development**

32 Faculty will be compensated for program development for programs that are requested by
33 administration for development or that faculty request approval for from administration.

34 A fully developed program will include the following:

- 35 a) New program form
- 36 b) LMI information
- 37 c) Any related certificates of completion and all associated new program forms for the
38 certificates.
- 39 d) Any new course outlines necessary for the program.

40 New programs will be compensated at the rate of \$600 per program.

41 New programs that are articulated AS degrees or are closely related to existing programs will be
42 developed as part of a full-time faculty's regular duties and will not be compensated at the above
43 rate; however, faculty can request release time for program development.

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**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 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 Vice President of Instruction. The Vice President of Instruction 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 & September 26, 2005

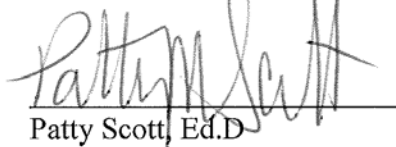
Signed this 21st day of November, 2016 at Coos Bay, Oregon.

FOR THE FEDERATION

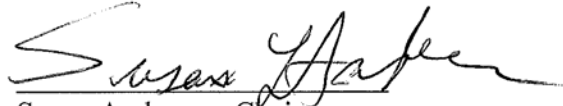


Bernadette Kapocias
President
Local 3190

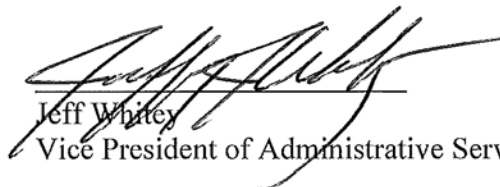
FOR THE EMPLOYER



Patty Scott, Ed.D
President



Susan Anderson, Chair
Board of Education



Jeff Whitey
Vice President of Administrative Services