

2017-2021

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**UMPQUA COMMUNITY COLLEGE**

**AND**

**UMPQUA COMMUNITY COLLEGE FACULTY ASSOCIATION**

This agreement is between the Umpqua Community College District Board of Education and its representative, herein after referred to as the “College” and the Umpqua Community College Faculty Association of Oregon Education Association as certified by the Employee Relations Board, and herein after referred to as the “Association.”

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018 at Roseburg, OR, by the undersigned officers of authority on behalf of the College and the Association.

**For the Association**

**For the College**

\_\_\_\_\_  
John Blackwood, President  
Umpqua CC Faculty Association

\_\_\_\_\_  
Steve Loosley, Chair  
Umpqua CC Board of Education

\_\_\_\_\_  
Crystal Sullivan, Negotiation Co-Chair  
Umpqua CC Faculty Association

\_\_\_\_\_  
Debra Thatcher, President  
Umpqua Community College

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## **ARTICLE I - RECOGNITION**

### **A. BARGAINING UNIT DESCRIPTION**

Umpqua Community College hereby recognizes the Umpqua CC Faculty Association affiliated with the Oregon Education Association and the National Education Association as the exclusive representative of all faculty of the College who work 0.68 FTE or more per academic year (Fall, Winter, Spring), including all employees who are assigned ILC classes, adult basic skill development (adult basic and secondary education) instructors, ESL instructors, librarians, counselors, and department chairs.

### **B. EXCLUSIONS TO UNIT**

Specifically excluded from the bargaining unit are supervisory and confidential employees, division deans, part-time faculty (those working less than 0.68 FTE per academic year), classified employees, and instructors who teach community education classes exclusively.

### **C. DEFINITIONS**

1. The term "Association" when used hereinafter in this agreement shall refer to the Umpqua Community College Faculty Association/OEA/NEA.
2. The terms "faculty," "faculty member," "member," or "employee" shall refer to all employees represented by the Association in the bargaining unit as defined above.
3. The term "College" shall refer to the Board of Education or designee.
4. The term "President" as used in this agreement means the chief executive officer of the college or a person acting in that capacity duly appointed and authorized by the Board.
5. The term "academic year" is the total time from the start of fall quarter through the end of spring quarter including the College's annual commencement.
6. The phrase "full-time faculty" shall mean a faculty member who is assigned 0.68 FTE or more for an academic year.

## **ARTICLE II - ASSOCIATION RIGHTS**

### **A. COLLEGIALITY**

The UCC Faculty Association and the UCC College Administration commit to creating a climate of effective communication and mutual respect. We hope that this leads towards a culture where all campus citizens are held in regard and treated with dignity and respect. A climate such as this also helps promote the success of students and serve the citizens of our region.

The UCC College Administration commits to seek advice and counsel from the UCC Faculty Association on matters that relate to individual faculty members and the UCC Faculty Association as a whole.

### **B. USE OF COLLEGE FACILITIES**

The Association and its representatives shall have the right to use College Facilities for official union meetings. College facilities shall be scheduled in advance, following the regular College procedures, when they are required for such meetings. The Association may use the facilities without charge, except that it must pay for any specific extra costs, such as overtime for custodial employees that are incurred by the College because of the use.



### **C. TRANSACTION OF BUSINESS**

Association business/meetings shall be transacted at such times that it will not interfere with the performance of the employee's regular duty.

### **D. USE OF MAIL AND E-MAIL**

The Association may use the College's mail and e-mail service for communication. Email use will be for the purposes of professional communication and in accordance with UCC computer usage policies.

### **E. COLLEGE BOARD AGENDAS**

The Association may suggest items to be placed on the agenda of each regular or special board meeting of the College Board of Education as long as those matters are made known to the College President at least two weeks prior to the board meeting.

### **F. PRESIDENT'S OPPORTUNITY TO SPEAK AT BOARD MEETINGS**

The President of the Association or his/her designee may present a monthly presentation to the Board of Education at each regular Board meeting on relevant issues. Comments will be made with professionalism and a level of trust. This contractual right does not waive the Association's President or his/her designee from speaking during the public input portion of the Board's agenda.

### **G. ACCESS TO INFORMATION**

The Association shall be furnished agendas, minutes, budget documents and other written materials falling within the provisions of the Oregon Public Records Law, ORS 192.410 et seq. and the Public Employee Collective Bargaining Act, specifically ORS 243.672 (1)(e).

### **H. BARGAINING UNIT ROSTERS**

Within thirty (30) calendar days of the beginning of each fall term a report containing the names, addresses, and location of all bargaining unit members shall be provided to the Association. Within thirty (30) calendar days after the start of winter and spring terms, the Association will be provided a report containing all changes to the bargaining unit.

### **I. COMMITTEE REPRESENTATION AND PARTICIPATION**

#### **1. Committee Representation**

When faculty representation on College committees is customary or appropriate, the Association will appoint half of the full-time faculty named to the committee and the College President or designee will appoint the other half. An even number of full-time faculty will serve. The Association may suggest members to a task force if the task force has faculty involvement.

#### **2. Committee Participation**

Faculty members shall serve on at least one College committee or task force per year; with the exception that first-year probationary faculty shall not be required to serve on any committee. A member may request through the Provost that service on a College task force or state-level advisory committee meets this service requirement.

### **3. Faculty Related Selection Committees**

At least half of the members of faculty related selection committees will consist of faculty bargaining unit members. Faculty related selection committees are related to positions that have supervisory duties over faculty members.

Faculty selection committees will make a recommendation to the President but the President of Umpqua Community College reserves the right to reject or go outside of the recommendation with justification and consultation with the committee.

### **J. LABOR/MANAGEMENT COMMITTEE**

The College and the Association shall establish a joint Labor/Management Committee composed of an equal number of College and Association representatives. The committee will meet monthly during the academic year for the purpose of discussing issues and concerns that could impact the College and/or Association bargaining unit members. Agreement, if any, shall not have contractual force or effect. The committee will not be a substitute for the grievance procedure.

### **K. ASSOCIATION BUSINESS**

Whenever any representative of the Association or any faculty member participates in negotiations, grievance proceedings, meetings scheduled by the College Board or administration during regular work hours, the member shall suffer no loss in pay.

### **ARTICLE III - EMPLOYER RIGHTS**

The Association recognizes that the College has the responsibility and authority to manage and direct and otherwise control, on behalf of the public, all of the operations and activities of the College. The College retains all rights and prerogatives not specifically restricted by this Agreement. However, the Association maintains its right under ORS 243.698 if the College considers changing a mandatory subject of bargaining during the life of this agreement that has not been previously negotiated.

### **ARTICLE IV - STRIKES AND LOCKOUTS**

The Association agrees that during the term of this Agreement they will not participate in a strike, work stoppage, slowdown, or picket line observance which interferes with an employee's normal duties. The College agrees that during the term of this Agreement there will be no lockout of members of the bargaining unit.

### **ARTICLE V—ASSOCIATION DUES AND FAIR SHARE**

#### **A. DUES AND ASSESSMENTS**

Upon request, the College shall deduct Association membership dues/assessments and related voluntary contributions from the member's paychecks.

## **B. FAIR SHARE**

A faculty member who has not authorized payroll deduction of Association membership dues/assessments or who has not certified to the College that such dues/assessments have been paid directly to the Association prior to the first deduction, shall be subject to Fair Share fees. Fair Share in-lieu-of-dues deductions shall be equal to the amount the employee would pay if he/she were an association member and shall be deducted from the employee's paychecks. Any fair share member may file objections with the Association to obtain reimbursement for that portion of fair share dues in excess of permissible UCCFA/OEA/NEA expenditures as provided annually by OEA. This Fair Share agreement shall be construed to safeguard the rights of employees with religious objections under ORS 243.666.

## **C. PROCEDURES**

1. Prior to the first payroll dues deduction of each new membership year, the Association shall provide the payroll office with the current membership dues/assessment rate schedule by category and FTE range for UCCFA and for OEA/NEA.
2. Deductions under Sections A and B shall begin with the October paycheck for new and continuing employees (or with employee's first paycheck if newly employed after the commencement of the academic year) and shall be made monthly while employed by the College for a maximum of nine (9) months annually. Each monthly deduction shall be equal to one-ninth (1/9) of the annual total for the applicable categories. Such deductions shall cease with the last monthly paycheck for any faculty member who terminates employment with the College.
3. The applicable deductions shall be transmitted to the UCCFA and to OEA monthly.

## **D. HOLD HARMLESS**

The Association shall hold the College harmless from any claims against the College as a result of deductions paid to the Association.

## **ARTICLE VI - EMPLOYEE RIGHTS**

### **A. CRITICISM OF PERFORMANCE**

Any criticism of performance, made by supervisors of employees' performance shall not be made in the presence of other employees and shall be shared only on a "need to know" basis, e.g. with persons in the employee's chain of supervision, human resources staff, or association representative, as required by law, etc. The College and Association further recognize that such criticism may be evidence in arbitrations and other legal proceedings.

### **B. JUST CAUSE FOR DISCIPLINE**

Employees shall not be reprimanded in writing or suspended without pay without just cause.

### **C. REQUIRED MEETINGS**

Whenever any employee is required by the College to appear before any supervisor/administrator, Board or any committee or member thereof, concerning any matter which could lead to discipline, adversely affect the continuation of that employee in his/her position or the salary pertaining thereto, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or

legal counsel present to advise him/her and represent him/her during such meeting or interview in accordance with the parameters for representation rights established by the Employment Relations Board. Such representation shall be provided by the Association within a reasonable period of time (normally no more than three (3) College business days after the scheduling of the meeting during the employee's work year or as soon as available, if during a break period). The convening administrator shall be notified in advance of the meeting if legal counsel will be present.

#### **D. NONDISCRIMINATION**

1. All practices, procedures and policies of the College shall clearly demonstrate that there is no discrimination in the hiring, assignment, or discipline of bargaining unit members or in the application or administration of this Agreement on the basis of race, color, religion, national origin, union activity, gender, age, marital status, disability, sexual orientation, association membership, or other protective status or protected activity in accordance with applicable law.
2. The College will not discriminate/retaliate against an employee because he/she makes a complaint, whether contractual or non-contractual.
3. Alleged violations of this Section (D) will not be pursued as a contract violation past Step 2 of the grievance procedure or as an ORS 243.672 (1.g) complaint as an unfair labor practice to the Employment Relations Board if the employee has a remedy for the alleged violation under state or federal law.

#### **E. PERSONAL LIFE**

As citizens of the United States, employees are free to exercise all rights of citizenship, as defined by and in accordance with decisions of the state and federal courts, without institutional censorship, discipline or other interference.

#### **F. NOTICE OF RESIGNATION**

Employees desiring to terminate employment with the College are requested to notify their immediate administrator and the Director of Human Resources, in writing, and whenever possible, at least one (1) academic term prior to the requested effective date of the resignation.

#### **G. COMPLAINT PROCESSING**

##### **1. Written complaints**

Any written complaint regarding an employee will be promptly investigated and called to the attention of the employee. If the College determines there is merit (i.e. could lead to discipline) to the complaint, it will be brought to the attention of the employee and a copy of the complaint will be provided within fifteen (15) College business days, or as soon as the parties are available, if during a break period. The employee will be given opportunity to respond to and/or rebut such complaints.

##### **2. Oral complaints**

Any oral complaint(s) considered by the College to have merit (i.e. could lead to discipline) will be promptly investigated and will be brought to the attention of the employee within fifteen (15) College business days, or as soon as the parties are available if during a break period. If the matter will result in discipline, the employee will be

provided the name(s) of the complainant(s) and the nature of the complaint(s), and the employee will be given an opportunity to respond to and/or rebut such complaint(s).

### **3. Meeting with Complainant**

The employee or College administrator may request a meeting with the complainant(s). In such case, the College administrator in charge of processing the complaint will convey that request to the complainant unless there are other reasons why such meeting should not be scheduled. The meeting will proceed at the option of the complainant(s).

Regardless of the results of any meeting involving the complainant(s) and the employee, the College is not precluded from proceeding to disciplinary action (written reprimand, suspension, or dismissal) if there is just cause for discipline.

## **ARTICLE VII - EMPLOYMENT STATUS**

### **A. PROBATIONARY STATUS**

1. Contracts for the probationary period shall be for one (1) year except when the initial employment is to complete an academic year. At least two (2) academic year terms must be served to count as a full year of probationary status.
2. Uninterrupted time spent in temporary status shall be counted toward probationary status if the employee is subsequently, without a break in service, hired into the same position.

### **B. REGULAR STATUS**

A faculty member who completes three (3) academic years, as defined in A.1 above, in probationary status shall attain regular status unless he/she was notified of nonrenewal in accordance with Section E below.

### **C. GRANT STATUS**

1. An employee whose position is funded greater than 0.5 FTE by sources other than general fund or tuition shall be considered to be on "grant status." However, if the majority of the funding for a position comes from individual tuition payments from students, an employee will not be designated "grant status" even if not included in the general fund.
2. During the year prior to expiration of a grant that the College wants to extend, or during the year prior to entering into any new grant-funded program, the College may propose number of work days for any persons to be employed under the grant who qualify for unit membership. The salary rate will be the faculty member's salary on the current salary schedule, but the College and Association will bargain under ORS 243.698 over actual number of days worked.
3. Grant status employees shall have all the rights and obligations of a bargaining unit member except those limitations expressly imposed by the terms of this Agreement.
4. An employee in "grant status" is not eligible to attain "regular status". However, an employee who has attained regular status prior to accepting an assignment designated as "grant status" shall retain his/her regular status and shall continue to accrue seniority.
5. For employment status purposes, it is understood that a self support position funded by monies greater than 50% from outside sources/agencies (not from tuition reimbursement)

is designated as grant status. A self-support position funded by monies less than or equal to 50% from outside sources/agencies is designated as general funded.

#### **D. TEMPORARY OR TRIAL STATUS**

1. A temporary employee, who fits the description of a bargaining unit member under Article I, is a person hired by the College to fill a vacated position caused by the absence (e.g., paid/unpaid leave, LTD, reassignment) of a regular or probationary bargaining unit member, or to fill a vacancy created after the start of the academic year by resignation, retirement or death. A trial status employee who fits the definition of a bargaining unit member under Article I is a person hired by the College to fill a trial position (new courses or programs are being introduced on a trial basis).
2. A temporary or trial status employee shall have all the rights and obligations of a bargaining unit member except Article XI (Retrenchment) and those limitations expressly imposed by the terms of this Agreement.
3. A temporary employee shall be given a terminal employment contract for up to 12 months, which can be extended for an additional 12 months if the employee replaced goes on extended leave. Where a position has been permanently vacated before the first day of winter term, the College may fill it with a temporary employee for the rest of the academic year. If the position has been permanently vacated on or after the first day of winter term, the College may fill the position with a temporary employee for the rest of that academic year and the next academic year. A trial position can be filled with a trial status employee for up to two (2) years
4. When a vacancy, as defined in Article IX, or as defined above in Section D1-3, occurs and if the temporary employee is selected to continue in the same discipline and he/she has served three (3) or more consecutive academic terms in that discipline, the temporary employee will be placed on second or third year probationary status, dependent on the number of terms worked, if the employee has provided satisfactory service.
5. If trial courses or programs, as described in Section D.1, are determined by the College to continue as regular offered courses or programs, and the trial status employee is selected to continue as a contracted employee, said employee will be placed on second or third year probationary status dependent on the number of terms worked.
6. A faculty member, who is given a temporary assignment outside his/her regular assignment and department, shall continue to accrue seniority within the bargaining unit and with his/her regular budgetary unit, and shall have the right to return to either his/her regular position if still available, or to an equivalent position at the end of his/her temporary assignment, subject to Article XI, Retrenchment.

#### **E. PROBATIONARY STATUS NOTICE**

1. A probationary employee may be non-renewed for any cause deemed in good faith sufficient by the College.
2. The College shall provide written notice of the renewal or nonrenewal decision to the employee no later than April 1.
3. A notice of nonrenewal shall be sent by certified mail to the employee's last known mail address or provided by personal service and shall include the reason(s) for the nonrenewal.

4. If the College fails to provide such timely notice of renewal or nonrenewal as provided in Section E-2 above, then an offer of continued employment shall be considered to have been made and the probationary employee may validate such offer by providing written notice to the College to be received by April 15.

#### **F. TERMINATION OF EMPLOYMENT**

1. The employment of a regular employee may be terminated only for just cause.
2. The employment of a probationary employee may be terminated only for just cause prior to the expiration of his/her individual contract.

#### **G. COMPLETION OF EMPLOYMENT YEAR**

Employees shall be considered to have completed a year of employment if they have been contracted for and have worked an academic year, as defined in A.1 of this article at 0.68 FTE or more for that year.

#### **H. JOB SHARE**

1. With mutual agreement with the College, a faculty member may job share a 1.0 FTE assignment at 0.68 FTE or greater for the employee, with the remainder of the assignment staffed by an adjunct employee(s). During the time of the job share assignment, the faculty member will continue full benefits, prorated salary and will maintain 1.0 FTE seniority status for retrenchment purposes. A faculty member on a job share has the option to return to a 1.0 FTE at the beginning of any academic year. Job share assignments will be renewed on a year to year basis upon mutual agreement between the College and the faculty member.
2. With mutual agreement with the College, an employee may job share with an adjunct employee at less than 0.68 FTE but greater than 0.5 FTE. During the time of the job share assignment, the faculty member will continue prorated benefits, prorated salary and will maintain 1.0 FTE seniority status for retrenchment purposes. A faculty member on a job share has the option to return to a 1.0 FTE at the beginning of any academic year. Job share assignments will be renewed on a year to year basis upon mutual agreement between the College and the faculty member.

#### **I. RELEASE FROM REGULAR ASSIGNMENT**

1. Faculty members who are on full or partial release from their regular assignment by the College to work in another assignment in this bargaining unit shall continue to accumulate service credit for purposes of attaining regular status and seniority in their discipline/program for the length of the release time period.
2. Faculty members who are on full or partial release (reduced below 0.68 FTE from their bargaining unit position) from the bargaining unit shall not accumulate service credit for purposes of attaining regular status or seniority during the time of their release. Employees who are on release outside of the bargaining unit shall lose all service credit if the release is for more than the equivalent of two (2) academic years.

## **ARTICLE VIII - PERSONNEL FILES**

### **A. MAINTENANCE OF FILES**

The College shall maintain personnel files for each faculty member in the College's Human Resources Office. These files shall be the official repository of materials relevant to the faculty member's employment with the College, including but not limited to evaluations, letters of intent, commendations, letters or other materials deemed appropriate by the College. Documents that contain medical information, as well as materials that are obtained confidentially by the College during the employing process and grievance processing shall not be made a part of the official personnel file. All entries in the official personnel file must be dated and signed by the submitting party.

### **B. WORKING FILES**

1. Nothing in this Agreement shall be construed to prevent or restrict immediate administrators from maintaining individual working files which shall be deemed personal to the administrators as part of their work product.
2. Materials from working files may only be used as evidence in proceedings when related to statements contained in the official personnel file on the date of the College's action.

### **C. PLACEMENT OF MATERIALS AND REBUTTALS**

1. Except for documents returned to Human Resources by the faculty member and other routine materials and any other document already provided to the faculty member with a "cc: Personnel File" listed, the faculty member shall be notified within fifteen (15) working days of any and all other documents to be placed in the faculty member's personnel file.
2. The faculty member shall have the right to include in this file a written response to any materials placed in the file; such response shall be attached to the material to which it refers.
3. The faculty member may reasonably include in his/her personnel file any material or information considered germane to that member's career.

### **D. INSPECTION AND USE OF FILES**

Personnel files, by appointment, shall be open for inspection by the faculty member, and such other persons as are officially designated by the College or the faculty member. Information from working files shall be made available to the affected member during investigatory meetings that may lead to formal action.

### **E. REQUEST FOR COPY OF PERSONNEL FILE**

The faculty member or his/her designee will be provided upon request one copy of his/her personnel file per academic year at no cost to the employee.

### **F. USE OF OFFICIAL FILE MATERIAL**

Materials may be expunged from the official file by mutual consent of the College and the faculty member.



## **ARTICLE IX - VACANT POSITIONS**

### **A. DEFINITION OF VACANCY**

A vacancy is defined as any bargaining unit position which management determines is going to be filled after being vacated by reassignment [greater than three (3) years], resignation, termination, retirement, or death; or any new bargaining unit position. If the responsibilities of the position continue the vacancy of a full time faculty can only be filled by a full time faculty. If the full time load, decreases to that of a part time load, the position will change to a part time faculty position until such time the load increases. This provision shall not apply to temporary appointments of one (1) academic term or less, to new temporary positions with an anticipated duration of less than one (1) year, to new experimental positions of less than two (2) years in duration, to temporary replacement positions as described in Article VII, to specific reassignments of greater than three (3) years mutually agreed upon in writing by the College and the Association, or to bargaining unit positions which have been retrenched.

### **B. POSTING OF VACANCY NOTICES**

In the event of a vacancy as defined above, the College shall post notice of the availability of the position at the Human Resources office, on the College web site, and via College e-mail to all employees. The notice shall include the required qualifications and the approximate date the position will be available. Posting shall be for a minimum of five (5) working days during the normal academic year and for fifteen (15) calendar days during the period between the end of the spring term and the beginning of the fall term.

### **C. SELECTION OF CANDIDATES**

Faculty Vacancy Committees will consist of no more than seven members – at least half of the members will be faculty with the majority coming from the department of the vacant position whenever feasible. However, nothing herein shall be construed to limit the right of the College to exercise its sole discretion in the employment of personnel.

### **D. FACULTY VACANCY COMMITTEE RECOMMENDATIONS**

Faculty Vacancy Committees will make a recommendation to the Provost. The Provost reserves the right to go outside of or reject the committee's recommendation after explanation and discussion with the committee.

## **ARTICLE X - EMPLOYEE EVALUATION**

### **A. PURPOSE OF EVALUATION**

Both the College and Association agree that the purpose of evaluation at Umpqua Community College will be the improvement of instruction and:

1. To identify specific strengths and provide for recognition of staff accomplishments;
2. To provide a staff member a means for identifying their growth and professional development;
3. To identify weaknesses in faculty performance, and correcting such weaknesses;
4. To help identify individual and in-service training requirements;
5. To contribute in making determinations regarding probationary employees;

6. To provide continuing documentation for pay and promotional actions or to determine whether an employee's employment should be continued.

## **B. EVALUATION PROCEDURES**

Nothing in this Section shall be construed to limit the evaluative methods that may be used, or to prevent individual departments from developing independent methods so long as they are consistent with the purposes defined in this Article. The College is responsible for initiating the evaluation process. All employees shall be given notice setting forth the methods to be used prior to the evaluation.

1. Faculty and supervisor will jointly discuss evaluation techniques and methods to be used, and the timing and frequency of observations.
2. Copies of evaluation and observation notes and records will be given to faculty prior to placing in any file and shall be afforded the opportunity to respond in writing to any evaluations made. If the employee chooses to respond, then the response will be attached to the evaluation and placed in the personnel file.
3. Faculty has the right to representation at any evaluation/Plan of Improvement meeting.
4. Faculty has the right to grieve procedural violations using the grievance procedures described in Article XXIII.
5. Student evaluations shall not be the sole or primary method of evaluating employee performance.
6. When the faculty member receives the evaluation report, he/she shall sign or initial it. Initialing or signature acknowledges receipt only and does not necessarily constitute agreement by the member in the evaluation.

## **C. STUDENT AND PEER EVALUATION**

To assist faculty in identifying their professional strengths and weaknesses, student and peer evaluations are encouraged. Copies of these evaluations will be made available to the employee.

## **D. PROBATIONARY EMPLOYEE EVALUATION**

1. The employee shall be provided a written job description, access to guidelines for evaluations and a full-time faculty handbook as early as possible during the first term of employment.
2. The employee shall be evaluated at least once per year within the first three (3) years of employment. At the employee's request, additional evaluations may occur.
3. A written report of the evaluation process and results will be provided to the instructor by the supervisor. Any areas that require improvement will be identified in this report, as will suggestions for strengthening performance. In the event that significant improvement is needed, the employee will be placed on an improvement plan as outlined in Section F to provide an opportunity for the employee to improve performance.
4. If an employee is placed on a plan of improvement, the employee will be given a minimum of sixty (60) calendar days to meet the expected level of performance. This period may be extended by mutual consent in thirty (30) day increments to a maximum of one hundred twenty (120) calendar day's extension, for a total maximum of one hundred eighty (180) calendar days. If necessary, the April 1 date for non-renewal shall be extended until the end of the plan.

5. Failure to meet the expected level of performance may lead to non-renewal or dismissal in accordance with Article VII.

#### **E. REGULAR EMPLOYEE EVALUATION**

1. Regular employees will be evaluated once every five years after attaining regular status. However, a regular employee may be evaluated prior to their fifth year in accordance with Section B above if there are documented performance concerns.
2. Student and peer evaluations may be used as a means of identifying strengths or weaknesses in performance, and to trigger further evaluation and corrective action when appropriate, but shall not be used in any proceeding that involves disciplinary action, termination, or non-renewal.
3. For instructors teaching in both online and face-to-face modalities, evaluation will include both modalities.
4. These evaluations may consist of a selection of any of the following methods to be chosen by the employee and supervisor:
  - a. Small Group Instructional Diagnosis (SGID);
  - b. Class visits by supervisor;
  - c. Video and discussion with supervisor;
  - d. Self-evaluation;
  - e. Student evaluations (may include student ratings, questionnaires, or follow-up surveys);
  - f. Discipline-related work experience;
  - g. Professional growth plan;
  - h. Review of course materials with supervisor;
  - i. Peer evaluations;
  - j. Other methods mutually agreed upon by the employee and supervisor.
5. If, following an evaluation, the College determines that the performance of an employee who has attained regular status is substandard (for instance, when an employee has received an evaluation rating of “Need of Improvement”), the following procedure shall be followed to provide an opportunity for the employee to improve performance: (See also Section F below)
  - a. The employee’s immediate supervisor shall meet with the employee, at which time the employee will be informed in writing of the deficiency and the level of performance expected of the employee.
  - b. The immediate administrator shall suggest methods of improvement to correct the deficiencies identified under paragraph (a).
  - c. If an employee is placed on a plan of improvement, the employee will be given a minimum of sixty (60) calendar days to meet the expected level of performance. This period may be extended by mutual consent in thirty (30) day increments to a maximum of one hundred twenty (120) calendar day’s extension, for a total maximum of one hundred eighty (180) calendar days.
  - d. Normally, plan(s) would be extended to coincide with the end of a regular academic term. Whenever four (4) or more standards need improvement, the College may prioritize the plan into two sequential parts. Satisfactory progress, or completion, of part one will then lead to part two. In this case, each part will have its own timelines subject to Section 3.c. Both parts of the plan must be

satisfactorily completed. Unsatisfactory progress or completion of part one may lead to Section 3.f.

e. Once the employee has met the level of performance outlined in Section 3.a, the immediate supervisor will notify the employee and the improvement plan shall be discontinued.

f. Employees who fail to meet the expected level of performance may be terminated in accordance with Article VII.

## **F. IMPROVEMENT PLAN**

A faculty member receiving a “Need for Improvement” rating in conjunction with Section E.3 above shall be required to participate in an opportunity to become more effective through an Improvement Plan. The administrator presenting the Improvement Plan must inform the member of their right to representation by the Association. The employee may then inform the Association of and seek assistance from the Association on the Improvement Plan. The Association may request, upon approval of the member, a copy of the Improvement Plan. Further, the employee shall have the right to representation by the Association, upon request, at any and all meetings called by the College concerning an Improvement Plan. The employee shall arrange for representation so that meetings regarding the plan shall not be unreasonably delayed.

1. Each area in which a “Need for Improvement” is identified on the performance rating will be considered in developing the Improvement Plan. A timeline will also be included.

2. The following are some methods which may be utilized in implementing the Improvement Plan. This list is not intended to be exclusive.

- a. Consultation with colleagues for purposes of assistance in problem areas.
- b. Reassignment of duties to facilitate improvement.
- c. Additional training or coursework paid by the College.
- d. Personal growth counseling.
- e. Support and direction by immediate administrators.

3. The employee’s right to confidentiality shall be maintained.

4. Improvement Plans shall include at least the five sections below with each section containing clearly stated item(s).

- a. Standard(s) and/or deficiency(ies).
- b. Expectation(s) for each standard.
- c. How satisfactory achievement of each standard will be determined (all standards must be measurable).
- d. Suggestion(s) for achieving each standard.
- e. Monitoring, assistance, and feedback to be provided by the supervisor. As each standard is achieved during the plan, said standard will be identified as being met and will be removed from the plan.

## **ARTICLE XI—RETRENCHMENT**

### **A. DEFINITIONS**

#### **1. Retrenchment**

a. For purposes of this Article, retrenchment is a reduction in bargaining unit filled positions or a reduction in an employee’s workload made necessary by a lack of financial resources, low enrollment, or as a result of technological

changes. If retrenchment is necessary, then reduction of personnel or reduction of an employee's workload shall be applied as hereinafter set forth.

**b.** The entry level workload FTE for new employees hired below 1.0 FTE shall be considered their base FTE for this article. If, however, the employee's FTE is increased above their base level for more than one (1) consecutive academic year, the employee's base will then be considered the new higher FTE level or the average if the subsequent two year's FTE are not the same.

### **2. Affected Unit**

An affected unit is the academic discipline or program into which the employee is currently assigned.

### **3. Seniority**

**a.** Seniority is the length of continuous service in the full-time bargaining unit from most recent date of employment. Seniority shall not be broken by approved leaves of absence or transfer to a non-bargaining unit assignment with the College which is of two (2) years or less in duration.

**b.** Employees who are employed by the College outside the bargaining unit shall not accrue seniority while they are outside the bargaining unit. In any case, if they remain outside the bargaining unit for more than two (2) consecutive years, they shall relinquish all seniority rights.

**c.** An employee with experience in more than one affected unit shall be considered to have seniority in any unit where he/she has two (2) consecutive years of full-time work experience within the last five (5) years.

**d.** An employee in a discipline/program area who subsequently takes grant funded assignment in the same discipline/program area shall maintain and continue to accrue seniority in the discipline/program area from their original date of hire.

## **B. COLLEGE PRELIMINARY NOTICE**

**1.** As soon as reasonable after the College administration determines that retrenchment may be necessary, but prior to any College Board action authorizing implementation, the College shall schedule meetings with the Association and such employees as the Association and the College invite to discuss and consider alternative actions (such as reassignment within the affected unit, transfer to another unit, or retraining).

**2.** If, after such meetings occur, as described in B.1 above, the College proceeds with Board action for implementing retrenchment of employees, the College shall schedule a meeting with the Association to discuss implementation procedures.

## **C. ORDER OF RETRENCHMENT**

**1.** Adjunct faculty will be eliminated before any member is retrenched if the member is qualified to fill the adjunct position(s) in that academic/discipline/program.

**2.** If, after Section C.1 is concluded, the College determines that retrenchment is necessary, the affected personnel and the Association shall be notified, and retrenchment shall be made as circumstances require.

**3.** Retrenchment shall be made in inverse order of seniority, provided the remaining employees have the necessary qualifications to teach the remaining courses and/or perform the remaining duties (for non-instructional employees). An employee is qualified

if they meet the minimum qualifications as normally would be required of new hires or have taught the remaining courses within the last thirty (30) months.

4. At no time will a full-time member be retrenched and be replaced in that academic/discipline/program by adjunct faculty.

#### **D. REASSIGNMENT CONSIDERATION**

1. A faculty member who is to be retrenched shall have first right of assignment (with the exception of any member(s) of that department/program/discipline who is on the recall list) to any vacancy, as defined in Article IX, in any other department/program/discipline where the faculty member is qualified, as defined in C.3 above.

2. A Faculty member who is reassigned or transferred may be required to complete specified activities in a reasonable, specified period of time for the purpose of more completely equipping themselves for their new assignments. Article XXII shall not apply to this situation. Costs associated with such retraining shall be borne by the College.

3. The specified activities for affected employees shall be determined by the appropriate administrator after conferring with the members of the employees' new department(s). These activities shall be determined only after an examination of the academic preparation, previous experience, and other background of the persons affected.

4. Qualifications for positions shall be no more than what would normally be required of new hires.

5. A faculty member who subsequently takes an assignment, as described in this section, shall continue to accrue seniority in their previous discipline/program for the first two years in the new assignment. After that time, the faculty member will have all past seniority transferred to their new assignment.

6. If, during the two years of employment in the new position, a vacancy or new position occurs in the employee's previous discipline/program, the faculty member will be provided the choice of returning to their previous position or remaining in their current position, except if the faculty member no longer maintains the licensure required by the job description.

#### **E. FINAL NOTICE TO EMPLOYEES**

Employees shall be informed about the proposed retrenchment and the extent of their rights by being provided a copy of this article. Affected employees may submit alternative proposals to the appropriate administrators.

1. Regular employees to be retrenched shall be given written notice ninety (90) calendar days prior to the effective date of the retrenchment.

2. Probationary employees to be retrenched shall be given written notice sixty (60) calendar days prior to the effective date of the retrenchment.

3. The effective date is defined as the employee's last day of employment.

#### **F. RECALL PROVISIONS**

A general fund employee affected by reassignment, transfer, or retrenchment shall have recall rights within an affected unit for thirty (30) months and shall be recalled in inverse order of being reassigned, transferred, or retrenched provided he/she is qualified to perform the assignment to which he/she is being recalled.

1. Nothing in this Section shall preclude the College from offering a retrenched employee another position at the College for which the College determines he/she is qualified. In such a case, the provisions of Article XI would not apply.
2. Upon the member's application, the College will consider the recall and reassignment or transfer to vacant positions which become available in the bargaining unit during the recall period. The training requirements and guidelines in Section D of this Article could also apply to this situation.
3. Qualifications for recall shall be no more than what would normally be required of new hires.
4. Notice of recall shall be sent by certified mail to the most recent mailing address provided by the employee to the College.
5. An employee declining recall to a position of the same or greater salary as the position which he/she originally had shall forfeit further recall rights. A faculty member, who accepts a position of less FTE and/or salary enjoyed prior to layoff, shall retain all recall rights from the time of original layoff.
6. An accepted assignment at any percentage level and for any time period which then expires during the initial thirty (30) month recall period shall extend the recall period. The extension will be at the same percentage level and the same time period as the accepted assignment provided that:
  - a. There is a maximum of two funding sources or tracks i.e., initial funding source or track and recall funding source or track.
  - b. There is a maximum of two (2) additional years of recall for a total maximum of four (4) years of recall.
7. Unless called to a grant funded position, a recall at the same percentage level and in the same funding source as the original position constitutes a return to the employee's original status.
8. A faculty member who is retrenched may submit a list of courses that he/she is qualified and desires to teach within the member's subject area, offered by the College. The College will grant the faculty member's request prior to assigning the course(s) to adjunct faculty. Such right will continue for the length of the member's recall period, and any refusal by the member shall not waive their recall rights.

## **G. RIGHTS OF EMPLOYEES IN GRANT PROGRAMS**

1. A grant status employee whose position has been terminated or reduced due to discontinued or reduced funding shall:
  - a. be reduced in force by inverse order of seniority by grant, provided the remaining employees within that grant have the necessary qualifications to teach the remaining courses and/or perform the remaining duties; and,
  - b. have recall, in order of seniority, to the same or similar position within that grant and, if the discontinued or reduced grant program is reinstated. Such recall rights shall extend for thirty (30) months after the effective date of the employee's termination or reduction in workload. Seniority shall be based on length of unit employment with the College. Recall extensions shall be made provided that:
    - i. an accepted assignment in the same grant as the original assignment which then expires during the employee's initial 30 month recall period

shall extend the recall period. The extension will be at the same percentage level and for the same time period as the accepted assignment; and,

ii. there is a maximum of two (2) additional years of recall extension for a total maximum of four (4) years of recall.

c. return to the employee's original status when recalled at the same percentage level and in the same funding source as the original position.

2. A grant status employee who accepts a position of less FTE and/or salary enjoyed prior to layoff, shall retain all recall rights from the time of original layoff.

## **ARTICLE XII - INSTRUCTIONAL AUTHORITY**

### **A. INSTRUCTIONAL METHODOLOGY**

Each employee will be given the responsibility to determine classroom discussion and method of presentation of the subject he/she teaches, consistent with the course outcomes approved by the College, subject to the evaluation procedures as outlined in Article X of this Agreement.

### **B. SELECTION OF TEXTBOOKS AND MATERIALS**

Employees will select the appropriate textbooks and other instructional or information materials for their subjects or areas of concern in accordance with College policies and procedures as developed by the department/program's bargaining unit members. Upon approval of the immediate administrator, alternate textbooks and other instructional or informational material may be utilized.

### **C. DETERMINATION OF STUDENT GRADES**

The employee shall maintain the first right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without a good faith attempt to consult with the employee. No administrator shall change a grade or evaluation unless there has been a miscalculation or a misapplication of course grading criteria as specified in the course syllabus resulting in the assignment of an incorrect grade, or unless a change in grade is required by state or federal court.

### **D. CURRICULUM AND PROGRAM REVIEW**

Representatives of the bargaining unit shall be included on any committee or task force established by the College to review curriculum, program, or course changes. Such assignments shall be equitably distributed among department or program areas.

## **ARTICLE XIII – WORK YEAR**

### **A. NORMAL WORK YEAR**

1. The normal academic work year for Faculty will be 174 days. Six (6) paid holidays are included in the paid days for each contract year.

2. Paid holidays shall include Veteran's Day, Thanksgiving Day plus the following Friday, Martin Luther King, Jr. Day, Presidents' Day, and Memorial Day.

3. Two days will be designated prior to the start of fall term and one day prior to winter term for the sole purpose of classroom preparation.



4. At least 10 days before adoption, a draft of the College's master calendar will be developed and circulated to employees for input prior to final adoption.

## **B. VARIATION IN WORK YEAR**

The work year will be scheduled during an academic year (Fall, Winter, and Spring terms). With mutual agreement of the faculty member and of the immediate supervisor, an assignment may include any terms in a fiscal year – Summer, Fall, Winter, Spring. In this circumstance, because of the unusual scheduling that occurs during summer term, the employee and immediate supervisor will reach mutual agreement prior to official assignment and schedule determination.

## **C. COLLEGE FACILITY CLOSURE**

In the event that any College facility is closed due to inclement weather or short-term hazardous or emergency conditions, members who normally report to duty at that facility will not suffer a reduction in compensation. The College reserves the right to reschedule any cancelled day(s) when the faculty member was otherwise to have contact with students, as defined by that faculty member's job description, because of facility closure and require employees to work without receiving additional salary. The College may relocate the work site for members when a portion of a campus or a satellite campus is closed for any reason.

## **ARTICLE XIV – WORKLOAD**

### **A. NORMAL WORKLOAD**

#### **1. Instructional Faculty**

a. A workday is defined as the hours an instructional employee is scheduled to be in the classroom, conducting office hours, and performing committee assignments on or off campus.

b. The annual full time workload shall fall in the range of 43 to 45 Instructional Load Credits (ILCs) or equivalency. Mutual agreement between supervisor and faculty member will be necessary to teach over 18 ILC's per term. With faculty member approval, part of the full time workload can be a non-classroom instruction-related assignment that does not have an ILC computation. In that event, the College and faculty member will agree on the number of ILCs in the normal workload that are replaced by this assignment. In the case of music and theater, this agreement will be reached, if practicable, by the end of the previous academic year.

c. Each faculty member will work with his/her immediate supervisor to develop a teaching assignment for each term with consideration of the number of preparations.

#### **2. Non-Instructional Faculty**

Normal workload for non-instructional faculty shall be based on 40 hours per week of scheduled time.

### **B. WORKLOAD REVIEW**

A Faculty member who believes his/her workload to be excessive for any reason may request an administrative review by his/her Division Dean. Such review shall be completed within 15

College working days and a written summary with recommendations shall be furnished to the faculty member and the Association.

### C. INSTRUCTIONAL LOAD CREDITS (ILC)

Lecture .....	1.00 ILC
Lecture Lab/Lecture Studio (Labs/studios with direct instruction) .....	0.70 ILC
Laboratory/studio .....	0.70 ILC
Nursing Clinical/NSRC .....	1.00 ILC
Nursing Clinical for Integrative Practicum Course (NRS224).....	0.70 ILC
Cooperative Work Experience .....	0.25 ILC per student
Independent study .....	0.20 ILC per student
Project class .....	1.00 ILC per 8 students

Adult Basic Skills faculty will teach 45 ILCs per year where 14 contact hours are equivalent to one ILC.

Wolf Creek Job Corps will teach under the Block Time classification where 25 contact hours are equivalent to 1 ILC.

Large lecture

Up to 49 ..... 1.00 ILC/hr

50 to 64 .....1.25 ILC/hr

65 and over .....1.50 ILC/hr

For the purpose of ILC calculations, the student “counts” for a class will be determined at the end of the second week.

Art Gallery Director/Collection Curator .....3 ILC release/term

### D. COACHING/ATHLETIC DIRECTOR WORKLOAD

#### 1. Coaching

Full time faculty members, who are head coaches of varsity sports as part of their regular assignment, will be provided a minimum release time of nine (9) credit hours per academic year.

#### 2. Athletic Director

A full time faculty member who is the athletic director as part of his/her regular assignment will be provided a minimum release time of six (6) credit hours per academic year.

### E. NURSING PROGRAM DIRECTOR (851-021-0005 (23) WORKLOAD

#### 1. Registered Nursing/Licensed Practical/Certified Nursing Assistant

a. Roles and responsibilities in accordance with Oregon State Board of Nursing Division 21 (851-021-0040) Standards for Approval: Organization and Administration for Registered Nursing/Practical Nursing Programs.

b. Roles and responsibilities in accordance with Oregon State Board of Nursing Division 61 (851-061-0080) Nursing Assistants Standards for Program Approval: Faculty Qualifications and Responsibilities.

2. A full time faculty member who is the Nursing Program Director will be Provided a minimum release time of thirty three (33) credit hours/ILC per Academic year. No overload ILC may be earned by the Nursing Program Director.

#### **F. OVERLOAD**

1. Overloads shall be paid after an employee exceeds 45 ILCs during the regular academic year at seventy-five percent (75%) of the individual faculty members contracted rate.

A faculty member shall not be permitted to teach more than nine (9) ILCs in overload in any basic work year.

2. Planned overloads must be mutually agreed upon prior to spring term by the faculty member and the Division Dean and Department Chair.

#### **G. UNDERLOAD**

1. Underload is defined as less than forty-three (43) ILCs during the work year.

2. No faculty member with a full-time contract (1.0 FTE) will receive less than the contracted salary for an underload, unless he/she refuses to teach a class which would bring him/her up to the basic contract workload. Faculty members whose loads would fall below forty-three (43) ILCs may be assigned special underload professional assignments by the Division Dean within their 174 day contract, in order to reach the expected forty-three (43) ILCs, unless the faculty member cannot qualify for special professional assignments. If no additional class is available or a special professional assignment cannot occur, the faculty member will not be required to take on an additional assignment or course the following year or during summer term.

#### **H. LOW ENROLLMENT**

If any class has fewer students than the cut off number established for regular term and summer by College procedure, the supervisor may, 1) cancel the course, in which case Section G.2 of this Article will apply; 2) decide to run the course if the course meets the exception criteria, at 100% of ILC rate; or 3) run the course with a prorated ILC based on the percentage of minimum enrollment, if both the faculty member and the supervisor agree.

For purposes of that ILC calculation, the student count will be taken at the beginning of the second week. The maximum ILCs to be assigned by this process is the normal ILC load for the class.

#### **I. SUMMER ASSIGNMENTS**

1. Summer term assignments, unless part of regular load, shall be paid at 80% of the faculty member's salary rate based on the following fall salary schedule.

2. The option of summer employment shall be first offered to members of the unit, based on seniority, who are qualified to teach the class.

3. Summer assignments shall be voluntary.

#### **J. OFFICE HOURS**

Faculty members shall hold one (1) office hour per week per 3 ILCs up to a maximum of five (5) hours per week. Office hours will accommodate both online and face-to-face students.

## **K. PROFESSIONAL RESPONSIBILITIES OF INSTRUCTORS**

The College Board views the duties of staff members as responsibilities which require devotion of considerable time and effort on the part of each individual. Instructors are professional educators as well as professionals within their disciplines; therefore, the goal of each instructor should be excellence of performance in the educational process.

The Work Week – The Board recognizes that the performance of professional duties cannot necessarily be contained within traditional work hours. However, the Board and the community expect the full-time staff member to devote at least forty hours each week to preparation, instruction, student conferences, and other academic work of the college community. During the regular school session the full-time staff member is expected to devote weekly- in addition to the classroom time involved in his teaching assignment - at least:

1. Five regularly scheduled office hours on days and at times he/she finds appropriate to student needs. These hours may be virtual in proportion to the online load;
2. Five additional unscheduled campus hours in academic advising, student contact, consultation with colleagues, or other professional work;
3. Fifteen hours in preparation, either on or off campus.

The faculty member is also expected to be available each day of the regular working week to meet professional obligations.

## **L. UCCFA FACULTY ASSOCIATION PRESIDENT**

The UCC Faculty Association President will be provided 4.5 ILC release time during the regular academic year to conduct UCC Faculty Association responsibilities. The UCC Faculty Association President will determine when release time will be used.

## **M. ADVISING ASSIGNMENT**

Beginning in 2018-19 faculty will begin a two year transition into advising. All faculty will complete advisor training and will be approved by the Provost prior to advising students. Advisees will not be assigned until training has been completed. Training will be provided during the faculty member's normal work year.

For 2018-19, faculty will begin advising up to 15 advisees. Any new full time faculty will not advise student their first year, but will complete advisee training and be mentored by an experienced faculty advisor. An advisee is defined as a degree or certificate seeking student, taking at least 6 credits each term (fall, winter, spring) per academic year. Faculty will transition towards 30 advisees the following year. Advising more than 30 students will be by mutual agreement and compensated at the faculty member's regular ILC rate (not overload) of 0.05 per student per year. All efforts will be made to assign students in areas that faculty are leading or familiar with unless by mutual agreement.

In circumstances when a faculty member is not qualified to advise, an appropriate load of departmental, programmatic, or college work will be assigned equivalent to 30 advisees per year. Equivalent duties must be pre-approved and mutually agreed upon.

## **ARTICLE XV - FACULTY DEPARTMENT CHAIRS**

### **A. DEFINITION**

A faculty department chair shall be a bargaining unit member. The College will give first consideration to regular status faculty when assigning department chairs.

### **B. VOLUNTARY ASSIGNMENT**

Department faculty chair positions shall be voluntary.

### **C. METHOD OF APPOINTMENT**

The appointment of faculty department chairs shall be made by the Division Dean in consultation with the department members.

### **D. LENGTH OF APPOINTMENT**

The length of appointment to a faculty department chair position shall be a minimum of two years. Appointments can be extended after every two years by consensus of the department members and the Division Dean.

### **E. JOB DESCRIPTION**

1. Each faculty department chair's job description shall be developed by mutual agreement between the appointed chair and the Division Dean.
2. Job descriptions can change mid-year by mutual agreement between the department chair and the Division Dean.
3. Job descriptions shall be reviewed biennially by the department members, the current department chair and the Division Dean.

### **F. RELEASE TIME**

1. Faculty department chairs shall receive a regular faculty contract with release time, stipend, or combination of release time and stipend equivalent to 3-5 ILCs per quarter.
2. The amount of release time, stipend, or combination of release time and stipend for each department chair will be determined by mutual agreement between the department chair and division Dean based on the Department Chair Compensation Guidelines. The guidelines will be developed during the 2017-2018 academic year by an ad hoc committee of four faculty and three academic administrators.
3. The Department Chair Compensation Guidelines will provide criteria and procedure by which the department chair and Division Dean can reach agreement on chair compensation.
4. Faculty members on the compensation guidelines ad hoc committee will be selected by UCCFA. Faculty members assigned to the committee will include department chairs from a wide representation of campus departments.
5. Compensation for department chairs will remain at a minimum, status quo with the 2016-17 academic year until guidelines are developed and implemented.

6. Release time may be increased above the 3-5 ILC's per quarter, as stated in F.1. of this section, for additional responsibilities that are outside the job description, as described in Section E. of this article, by mutual agreement between the department chair and the Division Dean.

### **G. COMPENSATION**

All hours worked outside of the regular academic year shall be voluntary. Mutually agreed upon department chair functions performed outside the regular academic year shall be paid at their regular contract rate set forth in Article 18.

### **H. NON-SUPERVISORY DUTIES**

Faculty department chairs shall not be involved in decisions regarding final evaluations, dismissal, or non-renewal of fellow bargaining unit members.

### **I. EVALUATION OF FACULTY DEPARTMENT CHAIRS**

The evaluation of a faculty department chair shall be separate from any evaluation that is described in Article 10 and will not be considered part of their normal faculty evaluation.

### **J. RESIGNATION**

With a minimum of 30 College calendar day notice, prior to the end of any term, a faculty department chair may resign from the position effective at the end of that term and return to his/her regular faculty assignment.

### **K. REMOVAL FROM POSITION**

Removal of a faculty department chair shall not cause the separation of said person from the service of the College. Upon removal from a chair position, the faculty person shall return to a regular faculty assignment the following academic term.

## **ARTICLE XVI – DISTANCE EDUCATION**

### **A. WORKLOAD CREDIT**

Any college credit distance education class shall result in faculty receiving workload credit or overload pay consistent with Article XIV. Distance education classes are defined as those that are 100% online course delivery with the exception of orientation and exams. Additional workload credit or compensation and other assistance or support, as mutually agreed upon by the employee and the Division Dean, shall be granted for:

1. The original production of instructional distance education course material;
2. The updating of the original production – distance education course material;
3. Training in the special skills and methods necessary for successful instruction in the distance education environment for the first time or in the development of significant materials or media.

### **B. AUTHORS FIRST RIGHT OF REFUSAL**

A faculty member who had initially authored a distance education course will be given first right of refusal to teach that course each time it is offered for the first four (4) times it is taught or for two (2) years, whichever comes first. This right to teach may be extended by mutual agreement

of the Provost and the faculty member if the member is authorized to redevelop an existing distance education course. Recognition will be given to the author of an online course if the course is taught by another instructor.

### **C. DISTANCE EDUCATION DEVELOPMENT STIPEND**

The College will pay a \$2,000 stipend to any faculty member authorized by the Provost or designee to develop or convert a course to a distance education format for the first time.

### **D. ASSIGNMENT OF DISTANCE EDUCATION CLASSES**

The assignment of teaching of distance education courses will only be made after a discussion between the Division Dean and the employee, including the employee's willingness and ability to work in that modality.

### **E. VIRTUAL OFFICE HOURS**

Faculty assigned a distance learning course(s) as part of their basic contract workload will observe a portion of their office hours in a virtual format. The number of virtual office hours will be proportionate to the distance learning component of the faculty member's basic contract workload. Faculty will post the preferred method of contact for distance learning students (e.g., e-mail, telephone, and Learning Management Systems) on their office door placard and/or within their electronic syllabus.

## **ARTICLE XVII - INTELLECTUAL PROPERTY RIGHTS**

- 1.** The ownership of any materials, processes, or inventions developed solely by an employee's individual effort, time and expense shall vest in the employee and be copyrighted or patented, if at all, in his/her name.
- 2.** The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.
- 3.** All materials, processes or inventions developed by an employee with greater than de minimis use of College time, facilities, or other College resources shall be produced only with a prior written agreement between the College designee and the employee prior to the production. Ownership shall be determined by such written agreement.

## **ARTICLE XVIII – SALARY**

### **A. SALARY SCHEDULE**

- 1.** The 2017-19 salary schedule is set forth as Appendix A.1. This schedule shall apply to all members of the bargaining unit and shall not be deviated from except as provided through this Agreement or through mutual consent of the Association and the College. The 1% increase in base salary will be paid retroactive to July 1, 2017.
- 2.** The 2018-19 salary schedule is set forth as Appendix A.2. This schedule shall apply to all members of the bargaining unit and shall not be deviated from except as provided through this Agreement or through mutual consent of the Association and the College.

For 2018-2019, the schedule includes a deletion of the previous step 1, the addition of a new step 15, a 1% increase in base salary, and maintenance of a 3.4% step. Because of the elimination of a step, faculty will remain on the same step number as in 2017-2018, but will be compensated the equivalent of a step increase in salary that reflects the 1% increase in base plus a 3.4% step increase.

3. The 2019-21 salary schedule is set forth as Appendix A.3. This schedule shall apply to all members of the bargaining unit and shall not be deviated from except as provided through this Agreement or through mutual consent of the Association and College.

Normal step advancement will resume as referenced in Article XVIII. C.

4. Effective 2019-20, faculty who have completed a full academic year at step 15 will receive an annual longevity increase of 1% to base for each year past step 15, in addition to any other salary schedule adjustments.

**B. INITIAL PLACEMENT CRITERIA**

1. The initial placement of each faculty employee shall be agreed upon with the UCCFA President and the Director of Human Resources based on the following criteria:

- a. Without Master's Degree.....up to Step 2
- b. Master's Degree..... up to Step 4
- c. Doctorate..... up to Step 6

2. The College President may, in cases of special need, authorize the initial salary placement of an employee at any step on the salary schedule.

**C. STEP MOVEMENT**

Upon completion of three academic terms, an employee shall advance one step on the salary schedule.

**D. ADDITIONAL STEP ADVANCEMENT**

An advancement of an additional step at the beginning term of the following academic year will be provided to any current faculty member upon completion of a masters or doctorate following evidence of attainment to the Director of Human Resources. This advance will only occur if the advanced degree is related to the faculty member's assigned duties.

**E. COMPENSATION FOR EXTRA RESPONSIBILITIES**

1. Employees engaged in extra responsibilities beyond the normal contract responsibilities shall be compensated in accordance with their annual salary in place at that time.

2. Extra responsibilities are defined as those that exceed normal full time faculty job responsibilities and are required by the College.

3. Any faculty who feels their job duties have exceeded the normal full time responsibilities may submit a written request to have their job duties reviewed and assessed for additional compensation. This request shall outline the extra responsibilities, when they started, why they started, and how long they are expected to last. It shall also include an estimate of time for doing said extra duties. This request shall be signed by the applying faculty and their immediate Dean. The request shall be sent to the Provost's executive assistant who will put it on the agenda of the next regularly scheduled meeting.



- a. The Committee will consist of three UCC Faculty Association members appointed by the Association and three UCC College Administrators appointed by the President. Co-Chairs consisting of one administrator and one faculty will enforce the 6 person limit. Meetings will only proceed if the exact number of members from each side are present - no more or no less unless mutually agreed upon before the meeting by all members of the Committee, the President of the College, and the President of the UCC Faculty Association.
- b. If there is a "tie" in the Committee vote the final decision shall be determined through a mutual decision between the UCC Faculty Association President and the UCC College President.
- c. This Committee shall have full rights and authority to evaluate the extra duties request and shall not have to consult with other committees.
- d. This Committee shall have full rights to award compensation without consultation with other committees.
- e. This Committee shall not be limited to awarding compensation based on budgetary reasons.
- f. Once a decision to award compensation has been made, the applicant shall receive back pay to the date of their initial request.
- g. Pay shall begin within 2 pay periods from the date of the decision from the Committee.

4. Overload compensation is excluded from this article.

## **F. EXTENDED CONTRACT**

Employees required to work more than their contract days shall be compensated for their additional days at the applicable per diem rate of 1/174 for each additional day worked. An official College holiday shall be considered a working day if it occurs during the period of the extended contract.

## **G. PERS/OPSRP**

- 1. The College shall withhold from members' monthly salaries the employee contributions/payments required by the Public Employee Retirement System (PERS) and/or Oregon Public Service Retirement Plan (OPSRP).
- 2. For all employees continuously employed prior to November 1, 1994, the College shall "pick-up" the six percent (6%) employee contribution for members participating in PERS. Such "picked-up" or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for purpose of applicable law.

## **ARTICLE XIX - EMPLOYEE BENEFITS**

### **A. INSURANCE BENEFITS AVAILABLE**

For each eligible full-time (1.0 FTE) faculty member who has elected to participate, for the 2018-19 academic year the College shall make available beginning July 1, 2018, a maximum of \$1,280.00 per month toward the purchase of the following insurance benefits:

1. Full Family Medical
2. Full Family Vision
3. Full Family Dental

Bargaining unit members who are less than 1.0 FTE shall receive a pro-rated share of the College's contribution based on the percent of their regular workload.

The College will also pay the premium for employee AD&D/Group Life - \$30,000

#### **B. LONG-TERM DISABILITY INSURANCE**

Long-Term Disability insurance premiums shall be deducted from the employee's monthly salary. The policy shall provide 60% salary, maximum of \$8000 per month, available after 90 days of disability.

#### **C. DOMESTIC PARTNER COVERAGE**

Domestic Partner coverage will be available to those employees who submit the notarized signed affidavit acceptable to the insurance company(ies).

#### **D. SECTION 125 PLANS**

The College shall provide Section 125 Plans (A and B) for use by faculty members. The College will pay the administrative fee for any employee using the Section 125 (Flexible Spending Accounts) offered by the College.

#### **E. CONTINUATION OF BENEFITS**

Faculty members completing their annual contractual duties shall receive the full twelve (12) months of insurance benefits. Members terminating employment shall receive College contribution for any month in which they worked. Thereafter, terminating faculty members may self-pay to participate in the College's insurance program if eligible under COBRA.

#### **F. EARLY RETIREMENT**

1. Eligibility for early retirement benefits shall be contingent upon the faculty member meeting the following standards:
  - a. The minimum age for full early retirement benefits shall be 58 years;
  - b. The faculty member shall have completed a minimum of fifteen (15) years of full-time (1.0 FTE) service for the College.
  - c. The faculty member shall have retired under PERS.
  - d. The faculty member must have begun work in a full-time (1.0 FTE) position prior to July 1, 2007
2. Early retirement benefits shall include the following:
  - a. For a faculty member who began work in a full-time (1.0 FTE) position prior to July 1, 2007, the College shall contribute towards the insurance premiums for the member and his/her spouse the same amount contributed toward insurance for active members. Such benefits/premium payments for the retired faculty member will continue for the life of the faculty member or until the retired faculty member becomes Medicare eligible. Such benefits/premium payments for the retired

faculty member's spouse will continue for the life of the faculty member's spouse or until the retired faculty member's spouse becomes Medicare eligible.

**b.** Early retirement does not preclude the faculty member from continuing employment on a part-time or contract basis at the option of the College.

**3.** Approved paid or unpaid leaves of absence, excluding sabbaticals, do not constitute a break in continuous years of service, but will not be counted as time served for this option.

**4.** A minimum of six (6) months' notice must be given prior to the planned date of retirement. This requirement may be waived by the College President.

**5.** A "Lifetime Pass" will be granted to any retiring faculty member who has worked at the College for ten or more years. The pass will entitle the faculty member and one guest to free admission to college-sponsored events including athletic events. This pass will also allow the faculty member and their spouse/domestic partner for free tuition to classes.

## **G. TUITION WAIVER**

### **1. Eligibility**

The College agrees to waive tuition (but not fees) for any faculty member or member of his/her immediate family who enrolls in classes at Umpqua Community College. Such classes may be taken either with or without credit. Immediate family for this purpose shall include spouse, children, step-children, domestic partner, or legal dependents which meet the IRS dependent definition. Children, step-children, and legal dependents are eligible for tuition waiver until age 25.

### **2. Annual Allotment**

Tuition waivers shall be granted tuition-free enrollment in all classes offered by the College.

### **3. Faculty Member Enrollment in Classes**

A faculty member may enroll in a class provided attendance does not interfere with the employee's regular responsibilities to his/her students, he/she has first received permission from his/her Director if the class is taken during his/her normal work day, and such classes do not require rescheduling of assigned classes and duties.

### **4. Waiver for Dependents of Deceased Faculty Members**

All dependents, as defined in Section I.1 of this Article, of a deceased faculty member who died while employed are entitled to six consecutive terms of tuition free enrollment.

## **ARTICLE XX - PAID LEAVES OF ABSENCE**

### **A. SICK LEAVE**

**1.** Sick leave shall cover absences due to accident, illness, doctor or dental appointments of employees or members of the immediate family when the presence of the employee is required.

**2.** Up to 12 weeks (60 working days) of accumulated sick leave may be used within a rolling one-year period to cover the member's absence due to the illness, injury, and dental or medical appointments of members of the immediate family when the presence of the employee is required. Members of an employee's immediate family are defined as a dependent, parent or step-parent or legal guardian, children, step-children, spouse or

domestic partner, parent-in-law, grandparent, son-in-law, daughter-in-law, grandchildren, or another member of the immediate household. Depending on the situation, other persons may be included or a greater period of use of accumulated sick leave may be allowed at the discretion of the President or designee.

**3.** Unused sick leave for employees shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) eight hour days per academic year. Sick leave shall be earned during the summer (July and August) if an employee works during those months.

**4.** Any disability due to pregnancy shall be included within the definition of accident or illness for sick leave purposes.

**5.** Sick leave allowance shall be credited to the employee's account from beginning of employment with the institution. If an employee terminates their employment with the College, having used more sick days than earned, the College shall have the authority to re-coup any monetary loss from the employee. Each employee shall have access to a record, showing the number of days allowed for that year and the number of days of unused sick leave remaining.

**6.** Certification by one or more health care providers that an illness or injury prevents an employee from carrying on his/her duties may be required when employee is absent in excess of five (5) consecutive working days. If the College has reason to believe of possible misuse of sick leave by an employee, the College may request a health care provider's certification of illness prior to five (5) consecutive days. In such request, the employee shall be reimbursed by the College for any co-pay cost if the illness is substantiated.

**7.** When an employee is to be absent from work, he/she shall notify his/her immediate supervisor at the earliest possible time to minimize the impact to students and other college employees.

**8.** Employees absent because of illness must fill out a sick leave form.

**9.** Sick leave may be used to cover absence due to on-the-job injury or accident provided that any additional payment for such time loss is endorsed over to the College by the employee. In such instances deductions from accumulated sick leave shall not include the amount reimbursed from the state.

**10.** Employees who work less than 1.0 FTE shall accumulate and use sick leave prorated on their individual FTE for the year.

**11.** Employees hired from other schools and colleges within Oregon may transfer and utilize from their first day of employment up to ten (10) days (80 hours) of sick leave accumulated with that school to Umpqua Community College.

## **B. BEREAVEMENT LEAVE**

**1.** An employee shall be allowed up to three days (in state) or five (5) days' (out of state) paid leave per bereavement due to the death of a member of the immediate family of the employee. Immediate family shall be defined in Section A with the addition of siblings of employee or spouse/domestic partner and any other person who has lived with the employee's family for a significant period and is considered a member of the family.

**2.** Days of absence in excess of the above shall be deducted from the employee's sick leave or personal leave. The employee will notify his/her supervisor as provided in A.7 of this Article.

### **C. EMERGENCY LEAVE**

1. Short-term emergency leave may be granted by the employee's immediate supervisor for emergencies beyond the employee's immediate control.
2. Whenever circumstances permit, employees are expected to seek advanced approval of paid emergency leave.

### **D. JURY DUTY AND OTHER COURT APPEARANCES**

1. An employee shall be granted leave with pay for service upon a jury; however, such compensation shall be reduced by the amount the employee receives for such jury service excluding compensation for travel or expenses.
2. During the period of time an employee is on jury duty, he/she will be responsible for reporting for duty at the College on those days when he/she is not required to report for—or is excused for the day from—jury duty.
3. An employee shall receive time off, with pay, for required appearances in court or hearings resulting from a subpoena to appear to testify where the employee is not
  - a. personally involved in the action as the plaintiff,
  - b. the defendant,
  - c. the object of the investigation, or
  - d. called on behalf of the Association in any action against the College.

Any remuneration excluding expenses received for such appearances shall be endorsed to the College.

### **E. MILITARY LEAVE**

Military leave shall be granted consistent with applicable state and federal laws.

### **F. PERSONAL LEAVE**

Each employee is eligible for two (2) days of personal leave per academic year; however during the first three months of employment, a new employee may utilize only one (1) day of personal leave. The employee shall not be required to state the reasons for said leave. This leave does not accumulate from year to year. Arrangements must be made in advance as mutually agreed with the employee's immediate supervisor. The employee will not be required to provide specific reasons for such leave.

### **G. BONE MARROW LEAVE**

Employees that donate bone marrow will be granted a leave of absence not exceeding the amount of his/her accrued paid leave or five (5) work days, whichever is less.

### **H. SICK LEAVE BANK**

1. Faculty members may donate a yearly maximum of 40 hours (prorated for faculty who are less than 1.0 FTE) of their accrued sick leave credits to the sick leave bank. A donating faculty member must maintain a minimum balance of 40 hours (prorated for faculty who are less than 1.0 FTE) of sick leave, which he/she cannot donate.
2. A faculty member may receive a yearly maximum of 240 hours (prorated for faculty who are less than 1.0 FTE) of donated sick credits. This will assist a faculty member in getting through a difficult illness or family situation, and enable them to return to work.

3. Faculty members are eligible to receive donated credits if:
  - a. They are eligible to receive sick leave;
  - b. They are not eligible for Worker's Compensation;
  - c. They are not eligible for LTD;
  - d. They have exhausted all of their sick leave and personal leave days;
  - e. They meet the qualifications for Family Medical Leave.
4. Sick leave bank credits may be used for illness or injury for the faculty member or immediate family member (spouse, dependents, parents, grandparents, siblings, domestic partner). Other individuals may be included with prior unanimous approval of the Human Resources Director and one representative appointed by each of the classified and faculty Associations.
5. Faculty members must provide a health care provider's certificate to be considered eligible for the sick leave bank. Eligibility for the sick leave bank shall be made by unanimous approval of the Human Resources Director and one representative appointed by each of the classified and faculty Associations.
6. Sick leave credit donations shall be made in no less than half-day four-hour increments (prorated for faculty who are less than 1.0 FTE).
7. If the meeting of the Human Resources Director and the representatives appointed by the Associations is delayed, donated sick leave credits may be used by the recipient on a retroactive basis beginning the day after sick leave and personal days are exhausted.
8. Faculty members wishing to request or donate sick leave credits should contact the Director of Human Resources. The sick leave account will be maintained by the Payroll Department.

## **ARTICLE XXI – UNPAID LEAVES OF ABSENCE**

### **A. EXTENDED LEAVE OF ABSENCE**

1. Upon request, an employee may be granted an extended leave of absence without pay for up to one (1) year and may, upon approval by the College, be extended for up to an additional year.
2. Except in emergency situations, requests for such leave shall be submitted to the employee's immediate supervisor in writing at least two months in advance of the date on which the leave is to commence. The response to such request will be given to the employee in time to allow the employee adequate time to make necessary arrangements prior to the period for which the leave is being requested.
3. While on such unpaid leave, the employee shall be allowed to continue to be covered by the College's insurance programs at the employee's expense.
4. Upon return to the College, the employee will be placed in the same position/discipline (not necessarily the same courses) as was vacated for the leave. However, an employee returning from leave shall not have any right to reinstatement if the instructional position/discipline in which the employee was employed at the time of the commencement of the leave is at the time of return been eliminated.
5. Upon return to the College, the employee will be reinstated at the same salary schedule placement and seniority which the employee occupied at the time the leave was granted.
6. Seniority will not accumulate while an employee is on an extended leave of absence.

7. Upon return to the College, all benefits to which the employee was entitled at the time his/her unpaid leave of absence commenced, and which are currently in effect for bargaining unit members, shall be restored to the employee.

8. If a leave of absence has been granted to participate in a professional work program, an exchange program, or a professional study program, in which unpaid leave was granted, the employee, upon return to College employment, will be required to submit a report to his/her immediate supervisor to be shared, where deemed beneficial, with other college employees.

9. In all instances of leave of 90 days or more, the employee on leave shall, no less than 30 days prior to the end of the scheduled leave, notify the College in writing that the employee intends to return to College employment at the end of the said leave. All extensions or renewals of leaves shall be applied for in writing. Approval or denial shall also be in writing. Failure of the employee upon leave of 90 days or more to give the advance notice of intention to return by the end of the leave may be treated by the College as that employee's resignation. Failure of any employee to report for duty at the end of such leave shall be deemed as the resignation of the employee.

## **B. SHORT TERM LEAVES OF ABSENCE**

Leaves of absence without pay for less than six (6) weeks will require the approval of the employee's immediate supervisor. While on such unpaid leave, benefits to which the employee is entitled under the terms of the Agreement, including College paid insurance coverage, will continue. Leaves of absence without pay for more than six (6) weeks, up to one (1) academic term, will require the approval of the President of the College or designee.

## **C. FAMILY MEDICAL LEAVE**

1. Faculty members may take family leave without compensation for up to twelve (12) weeks within a rolling one (1) year period for their own injury or illness, the care of a family member (spouse, the biological, adoptive or foster parent or child of the faculty member, a parent-in-law of the employee, grandchild, grandparent, or a person with whom the employee was or is in a relationship of in loco parentis) who suffers from serious health conditions. The employee must provide certification of need for leave, both before the leave begins and periodically thereafter, from the health care provider. Accumulated sick leave and personal leave must be used for such leave. Faculty members will start to utilize family medical leave from the first day of being qualified for its use. Insurance benefits for eligible employees will continue through an employee's FMLA/OFLA leave of absence. If the member does not return after the leave, the College may recover premium costs for any unpaid leave days.

2. At the end of the 12 weeks of FMLA/OFLA, the faculty member unable to work due to his/her own personal illness or injury may continue to use any additional sick leave days still available or sick leave bank days until he/she qualifies for LTD. Further, after the use of FMLA/OFLA and the exhaustion of additional sick leave or bank days, the faculty member, at his/her option, will be placed on an unpaid leave of absence for the remainder of the academic year. By August 1 prior to the start of the next academic year, if the member has not provided information establishing his/her fitness to return to duty, the College may terminate the member or may grant additional unpaid leave time, upon request.

3. Except as provided in section C.2 above, faculty members returning from family medical leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.

**D. OPTION FOR LEAVE OF ABSENCE WITH PAY/BENEFITS**

Partial or full salary payment and/or benefits, at the sole discretion of the College president or designee, may be granted to an employee on leave as described in this article.

**ARTICLE XXII – PROFESSIONAL GROWTH AND DEVELOPMENT**

**A. TUITION AND EXPENSES FOR REQUIRED ACTIVITIES**

The College agrees to pay the full cost of tuition, fees, and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which an employee is required to take by the College.

**B. FACULTY DEVELOPMENT FUND**

1. The College shall provide a Professional Development Fund according to Appendix D for faculty to support faculty development activities including, but not limited to, workshops, conferences, seminars, travel to make presentations at professional development gathers, travel to participate as an officer in a professional organization related to a person’s discipline, honoraria for presenters at faculty and/or staff events, and for honoraria for faculty presenters for professional development of others on UCC faculty. Any unused funds will carry forward to the following year for the life of this contract.
2. A Faculty Development Committee shall be established with four faculty members elected by the faculty and a Division Dean appointed by the Provost.
3. The committee shall develop the rules and criteria which will be mutually agreed by the Faculty Association and the Provost. Those criteria will become part of the Faculty Handbook and shall only change with mutual agreement of the Association and the College.

**C. SABBATICAL LEAVE**

Upon recommendation of the President, the Board may approve one (1) Quarter sabbatical for each 20 FTE faculty.

1. Sabbaticals will be administered by the Faculty Development Committee of four faculty members elected by the faculty and one Division Dean as appointed by the Provost.
2. As with the professional development awards, the criteria for a sabbatical will be mutually developed and agreed upon by the Faculty Association and the Provost. The Board will review and approve the sabbatical criteria upon recommendation of the President.

**ARTICLE XXIII - GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. A “grievance” shall mean a complaint by an employee or employees of Umpqua Community College or of the Umpqua Community College Unit of the Oregon



Education Association, hereinafter called the Association, that there has been a violation of any provision of this contract.

2. An “aggrieved” is the person or persons making the complaint.

3. “Days”, unless otherwise specified, shall mean the 174 faculty work days (excluding holidays) during the academic year, and thereafter the days when the College’s administrative offices are open for business.

## **B. PURPOSE**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level and there shall be no suspension of work or interference with the operations of the College. Meetings or discussions involving grievances or grievance procedures shall be scheduled at times so as not to interfere with the employee’s duties. The aggrieved may be accompanied by an Association representative when presenting the grievance at any step.

## **C. INITIATING GRIEVANCES**

An employee shall be responsible for instituting the first step of the grievance procedure by presentation of a Grievance Conference Request Form (Appendix C) to the immediate administrator within fifteen (15) days after the facts upon which the grievance is based first occur or first become known to the employee, or the grievance will be deemed waived. A copy of the Form must also be sent to the Human Resources Director.

## **D. STEPS**

After the form is filed, grievances will be processed in the following manner and unless mutually agreed upon by the parties, within the stated time limits. If these timelines extend into summer break, the College and Association will extend each timeline to a date when the parties are available during the summer. Regular counting of timelines shall resume once the new academic year begins.

### **1. Step 1**

a. The aggrieved and his/her immediate administrator will meet to informally discuss the grievance, within ten (10) working days after the employee’s Grievance Conference Request Form is received, and attempt to resolve the grievance.

b. If the grievance is not resolved informally, within ten (10) working days provided in part a., it shall be reduced in writing by the aggrieved who shall submit it to the Human Resources Director within ten (10) additional working days. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought. (Steps 1.a and 1.b are a maximum of thirty (30) working days.)

c. The Human Resources Director will designate an appropriate administrator other than the immediate administrator, who shall review the grievance, arrange for necessary discussions, and give a written answer to the aggrieved with a copy

to the Association, within ten (10) working days after receipt of the written grievance.

## **2. Step 2**

**a.** If the grievance is not resolved in Step 1, the grievant may file the grievance in writing to the College President. Such appeal shall occur within ten (10) working days after receipt of the written answer in Step 1.

**b.** The President or his/her representative shall thoroughly review the grievance, arrange for necessary discussion, and give a written answer to the employee with a copy to the Association no later than ten (10) working days after receipt of the written grievance.

## **3. Step 3**

**a.** Grievances not resolved in Step 2 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, whether individual or Association, should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall file a written notice of a request for arbitration to the President within fifteen (15) working days following the President's answer concerning the alleged grievance.

**b.** Within ten (10) working days after a written notice of arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of seven (7) arbitrators, who reside in Oregon or Washington, from the State Employment Relations Board, Conciliation Service Division and, upon receipt of same, alternately strike names until one (1) remains, and submit the matter to arbitration.

**c.** The hearing and all other proceedings shall be conducted according to the voluntary rules of the American Arbitration Association.

**d.** The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement, nor reach a decision contrary to public policy of the State of Oregon or the United States as clearly defined in statutes and/or judicial decisions, or make any decision on any matter not specifically addressed by the Agreement, and his/her decision shall be based on whether or not the Agreement has been violated.

**e.** A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

## **E. COSTS OF ARBITRATION**

The College and the Association will share equally any joint costs of the arbitration procedure such as the fee and expense of the arbitrator and the cost of the hearing room.

## **F. INITIATION OF GROUP GRIEVANCES**

**1.** Where more than one employee has a common grievance, the Association may initiate a group grievance on their behalf. In such a case, a written grievance may be filed originally with the Human Resources Director, who shall designate the grievance hearing officer who will initially hear the grievance.

**2.** The same steps and time intervals shall apply as in the individual grievances.

**3.** The Association shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this contract. Any such grievance shall be initiated

by filing the written grievance in the first instance with the President. The remainder of the procedure shall be as provided for the individual grievances.

## **G. GENERAL PROVISIONS**

1. No reprisals of any kind will be taken by the employer or by any members of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.
2. Unless there is a mutual agreement of extension of timelines, failure at any step of the procedure to communicate the decision in writing within the specified time limits shall permit the grievant to proceed to the next step.
3. Unless there is a mutual agreement of extension of timelines, failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be an acceptance of the decision rendered at that step.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

## **ARTICLE XXIV - GENERAL PROVISIONS**

### **A. PRECEDENCE OF AGREEMENT**

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the college which shall be contrary to or inconsistent with its terms.

### **B. SEPARABILITY**

In the event that any provisions of the Agreement shall at any time be declared invalid by any court of competent jurisdiction, or made invalid by any legislative enactment, such decisions shall not invalidate the entire Agreement; it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force. Upon such declaration, either party may call for immediate negotiations, which shall be conducted under ORS 243.698 for the purpose of arriving at a mutually satisfactory replacement of such provisions.

### **C. INDIVIDUAL EMPLOYMENT CONTRACTS**

No individual contract offered to employees by the College shall be inconsistent with the terms and conditions of the Agreement.

### **D. DISTRIBUTION OF AGREEMENT**

Following ratification of this Agreement by both parties, the Association shall arrange to print this Agreement. The cost of the printing and distribution of the Agreement shall be borne equally by the Association and by the College. The College shall arrange to distribute to all faculty copies of this Agreement. All faculty new to the College shall be provided a copy of the Agreement by the College upon their date of hire, and such Agreement shall be available for review by all applicants for bargaining unit positions on the College's web site.

### **E. CHANGES IN PERSONNEL POLICIES**

The College shall provide the Association president with a copy of the Board Packet, exclusive of executive session materials. Copies of policies recommended at first and second reading shall be included in the packet.

## **F. MODIFICATION OF AGREEMENT**

This agreement may not be modified in whole or in part except by an instrument in writing duly executed by the parties.

## **ARTICLE XXV - TERM AND EXECUTION OF THE AGREEMENT**

### **A. DURATION**

This Agreement shall be effective as of July 1, 2017. It shall be binding on the College and the Association and shall remain in full force and effect through June 30, 2021 except that the Association shall have the right to re-open Articles XVIII. Salary, XIX. Employee Benefits, and Article XIV. M. Advising Assignments, and both the College and the Association have the right to re-open one other article of their choice. If either party chooses to re-open any article(s), they shall specify the Article and notify the other party in writing by February 15, 2019 of their intent to re-open and bargain.

### **B. SUCCESSOR AGREEMENT**

Negotiations for a successor agreement shall begin by April 1, 2021. If the contract expires prior to completion of negotiations, the College shall maintain the status quo of the Contract, including mandatory subjects of bargaining to the extent required by state law.

**APPENDIX A.1**  
**Umpqua Community College Faculty Association**  
**2017-18 Full-time Faculty Salary Schedule**

<b><u>Step</u></b>	<b><u>2017-18</u></b>
1	\$44,715.06
2	\$46,235.01
3	\$47,806.99
4	\$49,432.01
5	\$51,113.13
6	\$52,851.38
7	\$54,648.80
8	\$56,506.40
9	\$58,427.25
10	\$60,413.38
11	\$62,467.86
12	\$64,591.71
13	\$66,787.99
14	\$69,058.73
15	\$71,407.00

**APPENDIX A.2**  
**Umpqua Community College Faculty Association**  
**2018-19 Full-time Faculty Salary Schedule**

<u>Step</u>	<u>plus 1%</u>	<u>2018-19</u>	<u>New Steps</u>	<u>Adjusted schedule 2018-19</u>
1	\$447.15	\$45,162.21	1	\$46,697.36
2	\$462.35	\$46,697.36	2	\$48,285.06
3	\$478.07	\$48,285.06	3	\$49,926.33
4	\$494.32	\$49,926.33	4	\$51,624.26
5	\$511.13	\$51,624.26	5	\$53,379.89
6	\$528.51	\$53,379.89	6	\$55,195.29
7	\$546.49	\$55,195.29	7	\$57,071.46
8	\$565.06	\$57,071.46	8	\$59,011.52
9	\$584.27	\$59,011.52	9	\$61,017.52
10	\$604.13	\$61,017.52	10	\$63,092.54
11	\$624.68	\$63,092.54	11	\$65,237.63
12	\$645.92	\$65,237.63	12	\$67,455.87
13	\$667.88	\$67,455.87	13	\$69,749.32
14	\$690.59	\$69,749.32	14	\$72,121.07
15	\$714.07	\$72,121.07	15	\$74,573.19
16	Added \$74,573.19			

**APPENDIX A.3**  
**Umpqua Community College Faculty Association**  
**2019-21 Full-time Faculty Salary Schedule**

**Step**

1	\$46,697.36
2	\$48,285.06
3	\$49,926.33
4	\$51,624.26
5	\$53,379.89
6	\$55,195.29
7	\$57,071.46
8	\$59,011.52
9	\$61,017.52
10	\$63,092.54
11	\$65,237.63
12	\$67,455.87
13	\$69,749.32
14	\$72,121.07
15	\$74,573.19*

\* For full-time faculty who have been on Step 15 for one year, see Article XVIII. A. (4)

**APPENDIX B**  
**DEPARTMENT CHAIR GUIDELINES**

This Appendix will be updated once Chair Guidelines have been established.



**APPENDIX C**  
**GRIEVANCE CONFERENCE REQUEST FORM**

Umpqua Community College  
Umpqua CC Faculty Association  
Grievance Conference Request Form

To:  
(Supervisor's Name)

I have a concern regarding the Collective Bargaining Agreement and would like to have an informal conference to discuss the interpretation of the contract.

Employee Name      Date  
Phone Number (day) (evening)

Suggested times of availability:

Brief nature of my concern:

Supervisor's Signature

Date Received

Please retain a copy for your records

**APPENDIX D**  
**PROFESSIONAL DEVELOPMENT CONTRIBUTION TABLE**

<b>YEAR</b>	<b>CONTRIBUTION</b>
<b>2015</b>	\$32,000
<b>2016</b>	\$35,200
<b>2017</b>	\$38,720
<b>2018</b>	\$42,592
<b>2019</b>	\$46,851
<b>2020</b>	\$51,536