Collective Bargaining Agreement

between

AFT–Oregon Coast United Employees,
Local 6020,
AFT, AFL-CIO

and

Oregon Coast Community College

2015 to 2018

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This Agreement is made and entered into by and between Oregon Coast Community College, hereinafter referred to as the College, and AFT-Oregon Coast United Employees, Local 6020, AFT, AFL-CIO, hereinafter referred to as the Union, for itself and on behalf of the employees in the bargaining unit described herein.

ARTICLE I – RECOGNITION

The College recognizes the Union as the collective bargaining representative with respect to employment relations as set forth in ORS 243.650 to 243.782 for all part-time and full-time faculty employed by the College excluding managers, supervisors, confidential employees as defined by ORS 243.650(6) and instructors of noncredit, non-transferable community education courses.

ARTICLE II – NON-DISCRIMINATION

The College is committed to providing equal employment opportunity through the practice of non-discrimination with regard to race, color, sex, sexual orientation, religion, age, national origin, marital status, veteran status, or any other status protected by law. The College is committed to providing reasonable accommodation to qualified individuals with disabilities in accordance with applicable law.

The College will practice non-discrimination as described above in all matters concerning members of the bargaining unit.

The College is committed to complying with all applicable State and Federal laws related to civil rights.

ARTICLE III – MANAGEMENT RIGHTS

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

Nothing in the Agreement shall limit in any way the College's right to contract or subcontract work, nor shall it require the College to bargain such decisions with the Union, nor shall it require the College to continue in existence any of its present courses or programs in their present form and/or location or on any other basis. This provision, however, does not limit the Union's right to bargain the impact of such decisions.

ARTICLE IV – UNION RIGHTS

A. Information

The College will provide the Union with a list of all new faculty hires in the bargaining unit by the end of the second week of each term. All information shall be held confidential by the Union and used only for Union business.

The College shall, upon written request, provide the Union with other information needed by the Union to function as the exclusive bargaining representative of the unit. The Union shall reimburse the College for the actual costs incurred as a result of fulfilling such requests.

The Union will provide the College with a list of its officers and representatives. The Union will keep this list current.

B. Union Access

Representatives of the Union shall have reasonable access to all non-instructional bargaining unit work areas for the purposes of administering this agreement, provided that such access does not interfere with the normal business of the College.

Union representatives who are not employees of the College must notify the College President or his/her designee at least twenty-four (24) hours in advance before visiting College facilities for the purposes of administering this agreement.

C. Use of College Facilities

The College will designate space at each College Center for a bulletin board, purchased by the Union at Union's expense and installed by the College. The Union shall have access to faculty mailboxes at the College for the purpose of communicating with bargaining unit members.

The Union may use College facilities such as classrooms or meeting rooms for Union business at no cost provided it abides by any facility usage policies. This provision does not extend to any other use of facilities beyond that specifically described.

D. Dues

The College shall deduct monthly Union dues from the paycheck of each bargaining unit member who submits a written authorization for such deduction. The Union shall specify in writing at least ten (10) days prior to the end of the month names of new members, a copy of the dues deduction authorization for each new member, and the dollar and/or the percentage deduction to be applied from the paycheck each month.

E. Remittance of Deductions

The College shall remit to the Union the deductions made pursuant to this article together with the names of the faculty members for whom the deductions were made and the amounts deducted for each within ten (10) days from the payday on which the deductions were made.

F. Indemnification

The Union agrees to indemnify and hold the College harmless from any and all claims relating to any deduction made pursuant to this Article.

ARTICLE V – EMPLOYMENT STATUS

Faculty generally are defined as exempt professional employees.

A. Part-time Faculty

Part-time faculty appointments are term-by-term. The employment of part-time faculty may be for one, two, three, or four terms in an academic year. Except as expressly provided in this Agreement, employment of part-time faculty is not tenure-related and does not create any right, interest, or expectancy for any future employment.

Some part-time-faculty positions are classified as three-quarter (.75) time. Three-quarter-time faculty are employed for one-hundred-and-eighty (180) days during fall, winter, and spring terms each academic year per the Board-approved academic calendar. Three-quarter-time faculty may also be employed as part-time faculty for additional fourth-term summer employment. Three-quarter-time faculty may accept fourth term summer employment, but are not obligated to do so.

Three-quarter-time faculty may be reappointed in subsequent academic years based upon program need and satisfactory performance. Three-quarter-time faculty may also be employed as part-time faculty for summer employment. Three-quarter-time faculty may not accept courses beyond the normal three-quarter-time instructional workload limit. Except as expressly provided in this Agreement, as with other part-time faculty, employment of three-quarter-time faculty is not tenure-related and does not create any right, interest, or expectancy of any future employment.

B. Full-time Faculty

Some faculty positions are classified as full-time. Newly hired full-time faculty have probationary appointments. Probationary appointment faculty may be reappointed annually based upon satisfactory performance. After three years of successful performance at probationary appointment status, full-time faculty will be appointed to continuous appointment status.

Full-time faculty are employed for one-hundred-and-eighty (180) days during fall, winter, and spring terms each academic year per the Board-approved academic calendar. Full-

time faculty may also be employed as part-time faculty for additional fourth-term summer employment. Full-time faculty are under no obligation to accept (1) overload assignments during fall, winter, and/or spring term(s) or (2) fourth-term assignments during summer term. During fall, winter, and spring terms full-time faculty may also accept courses beyond the normal full-time instructional workload ("overload").

ARTICLE VI – WORK YEAR/ASSIGNMENTS/WORKLOAD

A. Hours

The College academic year begins on the first day of instruction of summer term and ends on the last day of the break between spring and summer terms. The College work week is established as beginning at 12:00 am Sunday and ending at 11:59 pm Saturday.

1. Full-time Faculty Hours and Work Week: The work week for full-time faculty is thirty-five (35) hours, which is typically seven (7) hours per day for five (5) consecutive days per week. The thirty-five (35) hour work week shall include a minimum of thirty (30) hours on campus. Five (5) hours will be posted office hours. The thirty-five (35) hour work week may be performed in four (4) days. If a full-time faculty member is assigned to student advising on a non-instructional day, the assignment will be for a full or half day. Full-time faculty shall work a total of fifteen (15) additional non-instructional work days (one-hundred and five (105) hours) during designated term breaks per the Board approved academic calendar.

2. Three-quarter-time Faculty Hours and Work Week: The work week for three-quarter-time faculty is twenty-six and one-quarter (26.25) hours, which is typically five and one-quarter (5.25) hours per day for five (5) consecutive days per week. The twenty-six and one-quarter (26.25) hour work week shall be performed on campus. Three and three-quarter (3.75) hours will be posted office hours. The twenty-six and one-quarter (26.25) hour work week may be performed in four (4) days. If a three-quarter-time faculty member is assigned to student advising on a non-instructional day, the assignment will be for a full day or half day. Three-quarter-time faculty shall work a total of eleven and one-quarter (11.25) additional non-instructional work days (seventy eight and three-quarter (78.75) hours) during designated term breaks per the Board approved academic calendar.

B. Assignments

1. Full and three-quarter-time faculty members are professional employees and, as such, exercise judgment and discretion in their work hours to fulfill their professional responsibilities. It is understood that faculty spend additional time, including time off campus and time outside the normal workday, in fulfilling their professional duties. These duties may include undertaking activity that promotes and supports (a) student success such as mentoring of students, (b) College priorities and programs, (c) faculty development, and (d) other activities as

directed by the Dean of Instruction or chief academic officer or his or her designee. The College expects all of these duties to be approached to effectuate the College's educational goals and mission as determined by the College. Part-time faculty recognize that in their activity for the College they too have an obligation to support College priorities and programs and undertake their work to effectuate the College's educational goals and mission as determined by the College.

2. Teaching assignments include instructing, preparing courses, evaluating students' work, grading papers, submitting grades and related reports, meeting with the Dean of Instruction or College assigned designee, and engaging in a reasonable amount of student contact outside of instruction time to respond to questions and to resolve course-related problems.

   a. The College will consider preferences of the faculty in making instructional assignments. Faculty may request modification of their proposed assignments prior to the beginning of each term.

   b. Faculty will be notified in writing of their assignments before the first class meeting, which the College will strive to provide at least 10 College working days before the first class meeting. This written notice will be known as the Confirmation of Teaching Assignment or "CTA." The CTA will include the courses to be taught or work to be done and will be authorized by the Dean of Instruction or College-assigned designee. However, confirmation of teaching assignment does not preclude changes in the class schedule due to circumstances such as class cancellation or the addition of new classes.

3. Faculty will not accept assignments within the College which conflict with any prior notices of work assignments, including staff appointments, unless the faculty member is willing to relinquish the conflicting assignment.

4. Course assignments prior to or during any term may be reassigned from part-time faculty to full-time or three-quarter-time faculty in order to satisfy full-time or three-quarter-time faculty instructional workload requirements.

5. Any combination of staff and faculty assignments will not exceed forty (40) hours in one work week unless approved by the supervisor in the area where the overtime will be worked prior to work being performed and reviewed by the Department of Human Resources designee.

6. Targeted-Training Assignments. These assignments occur when the College elects to enter into agreements with third parties to provide instructional services for targeted educational or training opportunities. Some faculty members may perform targeted-training assignments at the request of the College and the agreement of the faculty member. The faculty member's work schedule for a

targeted-training assignment will be determined pursuant to the contract between the College and the third party creating the assignment.

C. Associate Part-time Faculty Status

1. Faculty who have been employed by the College for a total of nine (9) of the previous twelve (12) terms and who have obtained a satisfactory evaluation for such purpose are eligible for associate part-time faculty status. To obtain associate part-time faculty status, faculty shall request in writing on a form available at the College an evaluation for associate part-time faculty status. Any performance evaluations completed in either of the two terms immediately preceding the date of the faculty member's request may be used for this purpose.

2. Faculty with associate part-time faculty status will be given course assignments, provided sufficient courses for which they are qualified to teach are planned.

3. Associate part-time faculty may request a projection of annual assignments in writing for the following academic year. Associate part-time faculty who desire a projected assignment must notify the Dean of Instruction or College-assigned designee in writing by March 15. The projection will be for the following academic year, beginning summer term. Requesting faculty will be notified in writing by April 15 of the following academic year's projected course(s). The notice will include the courses projected to be taught. Faculty will reply in writing to the Dean of Instruction within ten (10) College business days of receipt of the Dean's notice, indicating whether or not they will accept the projected courses.

4. The College will attempt to avoid deviations from projected annual assignments, although the College may change projected annual assignments due to any variety of circumstances. Projected assignments do not replace the Confirmation of Teaching Assignment (CTA).

5. The College need not assign courses or other work to associate part-time faculty if:

   a. The associate part-time faculty is not qualified to teach the course(s) to be offered or perform the available work;

   b. The associate part-time faculty does not accept the assignment at the time or place designated;

   c. The associate part-time faculty has received an unsatisfactory evaluation and has failed to meet the requirements of a performance improvement plan within the following two terms in which the faculty is teaching;

   d. For just cause as specified in this Agreement;

e. An associate part-time faculty has refused assignments for six consecutive terms. This provision shall not apply to terms in which the faculty member is on an approved leave of absence;

f. Assignment of courses or work is made to full-time or three-quarter-time faculty in order to satisfy full-time or three-quarter-time work assignments;

g. Insufficient classes are scheduled;

h. Funding is reduced or insufficient; or

i. Courses or work are canceled, as determined by the College.

D. Instructional Workload

1. Part-time (non-three-quarter-time) faculty teaching lecture, designated writing, or distance education courses will not be assigned to an instructional workload which exceeds an instructional load of 10.0 per the table below. Part-time (non-three-quarter-time) faculty teaching combination courses will not be assigned to a workload which exceeds fifteen (15) hours per week or an instructional load of 12.0 per the table below.

2. Full time and three-quarter-time faculty will be assigned instructional workloads within the ranges of the tables listed below. During summer term full-time and three-quarter-time faculty accepting fourth-term employment may be assigned an instructional load not to exceed fifteen (15) hours per week or 12.0 instructional load per the table below prorated for the eight (8) to ten (10) week summer term.

3. Full-time faculty may accept overload courses beyond the normal instructional workload limits during fall, winter and spring terms, not to exceed an additional instructional workload of three (3) credits or one (1) course, whichever is greater. Full-time faculty are not obligated to accept fourth-term summer employment or overload courses during the fall, winter and spring terms. Three-quarter-time faculty shall not accept overload courses beyond the normal instructional work load limits during fall, winter, and spring terms. Three-quarter-time faculty may accept fourth-term summer employment, but are not obligated to do so.

4. Instructional workload will be assigned by the Dean of Instruction or College-appointed designee based on the number of contact hours per week indicated by College-approved course content guides. The College may change instructional load factors and the method for calculating instructional workload when curricular and/or programmatic changes require. The College may also adjust instructional workload ranges or limits when the College elects to employ faculty specifically to provide instructional services to third parties for targeted educational and training opportunities.

Instructional workloads will be assigned and monitored based upon the following instructional workload factors assigned to each contact hour in an eleven (11) or twelve (12) week term.

Full-time Faculty Instructional Workload (.90 to 1.15 instructional FTE)

Type of Instruction	Load Factor for Type of Instruction per Contact Hour	Full-time Faculty Bottom of Instructional Contact Hour Range	Full-time Faculty Top of Instructional Contact Hour Range	Full-time Faculty Bottom of Instructional Load Range	Full-time Faculty Top of Instructional Load Range	Full-time Faculty Target Instructional Load
Lecture Courses	1.00	14.00	16.00	14.00	16.00	15.00
Combination Courses	0.80	20.00	25.00	16.00	20.00	18.00
Designated Writing Courses	1.25	11.00	13.00	13.75	16.25	15.00
Distance Education Courses	1.25	11.00	13.00	13.75	16.25	15.00
Aquarium Science Practicum	0.50	N/A	N/A	N/A	N/A	N/A
Internship, Cooperative Work Experience, and Independent Study Courses	0.10	N/A	N/A	N/A	N/A	N/A

Three-quarter-time Faculty Instructional Workload (.70 to .89 instructional FTE)

Type of Instruction	Load Factor for Type of Instruction per Contact Hour	Three-quarter-time Faculty Bottom of Instructional Contact Hour Range	Three-quarter-time Faculty Top of Instructional Contact Hour Range	Three-quarter-time Faculty Bottom of Instructional Load Range	Three-quarter-time Faculty Top of Instructional Load Range	Three-quarter-time Faculty Target Instructional Load
Lecture Courses	1.00	11.00	13.00	11.00	13.00	12.00
Combination Courses	0.80	16.00	20.00	12.80	16.00	14.40
Designated Writing Courses	1.25	9.00	10.00	11.25	12.50	11.90
Distance Education Courses	1.25	9.00	10.00	11.25	12.50	11.90
Aquarium Science Practicum	0.50	N/A	N/A	N/A	N/A	N/A
Internship, Cooperative Work Experience, and Independent Study Courses	0.10	N/A	N/A	N/A	N/A	N/A

Part-time Faculty Instructional Workload (.00 to .69 instructional FTE)

Type of Instruction	Load Factor for Type of Instruction per Contact Hour	Part-time Faculty Bottom of Instructional Contact Hour Range	Part-time Faculty Instructional Contact Hour Limit	Part-time Faculty Bottom of Instructional Load Range	Part-time Faculty Instructional Load Limit	Part-time Faculty Target Instructional Load
Lecture Courses	1.00	0.00	10.00	0.00	10.00	N/A
Combination Courses	0.80	0.00	15.00	0.00	12.00	N/A
Designated Writing Courses	1.25	0.00	8.00	0.00	10.00	N/A
Distance Education Courses	1.25	0.00	8.00	0.00	10.00	N/A
Aquarium Science Practicum	0.50	N/A	N/A	N/A	N/A	N/A
Internship, Cooperative Work Experience, and Independent Study Courses	0.10	N/A	N/A	N/A	N/A	N/A

To calculate instructional workload, the number of contact hours per week are multiplied by the instructional load factor indicated for the instructional type.

Instructional workload factors may be adjusted during the eight- to ten-week-long summer term or during other terms. Instructional workload for faculty teaching multiple concurrent classes in combination course settings is calculated based on the number of assigned hours per week and type of instruction provided, i.e., laboratory, lecture, etc. Special projects and tutoring assignments are not included in workload calculations.

Lecture courses are courses taught in a traditional lecture and discussion format.

Combination courses include Adult Basic Education (ABE), General Education Development (GED), English Speakers of Other Languages (ESOL), Computer Applications, Computer Science, Emergency Medical Technology, Science, Mathematics Center, Studio Art or other courses designated in the course master as some combination of lecture and laboratory or laboratory.

Designated writing classes are lower division transfer writing courses with a "WR" alpha prefix that require additional hours of course related student conferences or tutoring over and above classroom instruction. Conference hours for designated writing courses will involve at least two (2) hours in writing conferences and writing analysis for every three credit hours of lecture.

Distance education courses are courses with a distance delivery format, i.e., online (web-based) courses or telecourses (video-based).

ARTICLE VII – ACADEMIC FREEDOM

The College and the Union agree that all Faculty are entitled to academic freedom which carries with it academic responsibility to students, to the community, and to the College. Academic freedom depends upon the free search for truth and its free exposition and is applied to teaching and other College-related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of instructors when teaching and of the student for freedom in learning. Faculty are in the best position to determine grades according to their professional judgments and any established College standards. Unless the instructor is incapacitated, a grade may be changed only with the instructor's consent or as a result of a successful appeal through a student grievance procedure based on a miscalculation or misapplication of a faculty member's course grade criteria, a violation of College policy or procedure, and/or a violation of a state and/or federal law. In all cases, a grade will not be changed by the College without a good-faith effort to consult with the faculty member.

When teaching, instructors are entitled to freedom in the classroom when discussing the instructional subject; however, while controversy is at the heart of free academic inquiry, instructors will not persist in introducing material which has no relation to the subject they are teaching. Instructors have an obligation to promote conditions of free inquiry and to further understanding of academic freedom.

Instructors seek, above all, to be effective in their assigned duties. Although they will observe the stated regulations of the College, instructors will maintain their right to criticize and seek revision.

Instructors are entitled to full freedom in research and in the publication or production of the results of their work, unless such work is undertaken as part of paid instructional assignment.

As members of the community-at-large, faculty have the rights and obligations of any person in a free society. Instructors, individually, determine the amount and character of their civic, political, and community involvement outside the College with due regard to their responsibilities within it. Faculty shall not claim to represent the College when making public statements unless authorized to do so in advance.

ARTICLE VIII – COMPENSATION

A. Full-time Faculty

1. Salary

a. Effective September 1, 2015, the base annual salary rates for full-time faculty will be as set forth in attached Appendix A.

b. For each year of the Agreement, full-time faculty in steps 1 through 28 who worked at least two of the normal three academic terms (fall, winter, spring) in the immediately preceding academic year will advance one step placement.

2. Overloads

Overloads shall be compensated at the applicable rate from the pay scale for part-time faculty.

3. Fourth-Term Employment

Fourth-term (summer term) employment shall be compensated at the applicable rate from the pay scale for part-time faculty.

4. Initial Step Placement

Initial salary placement for new full-time faculty will be at up to Step 14 on the salary schedule at the discretion of the College.

5. One-Time Bonus for Fiscal Year 2015-16

All full-time faculty who are on staff on December 1, 2015 will receive a one-time bonus of $550 to be paid by the College no later than December 15, 2015.

B. Three-quarter-time Faculty

1. Salary

a. Effective September 1, 2015, the base annual salary rates for three-quarter-time faculty will be as set forth in attached Appendix B.

b. For each year of the agreement, three-quarter-time faculty in steps 1 through 28 who worked at least two of the normal three academic terms (fall, winter, spring) in the immediately preceding academic year will advance one step placement.

2. Fourth-Term Employment

Fourth-term (summer term) employment shall be compensated at the applicable rate from the pay scale for part-time faculty.

3. Initial Step Placement

Initial salary placement for new three-quarter-time faculty will be at up to Step 13 on the salary schedule at the discretion of the College.

4. One-Time Bonus for Fiscal Year 2015-16

All three-quarter time faculty who are on staff on December 1, 2015 will receive a one-time bonus of $412.50 to be paid by the College no later than December 15, 2015.

C. Part-time (Non-three-quarter-time) Faculty

1. Salary

Effective September 1, 2015, pay rates for part-time (non-three-quarter-time) faculty will be as set forth in attached Appendix C.

2. Initial Placement

a. The initial step placement for part-time (non-three-quarter-time) credit and ABE/GED/ESL faculty will be up to Step 13 at the discretion of the College.

b. Faculty members move from Step 1 to Step 2 with accumulation of 200 step movement points based on a factored accumulation of any combination of contact hours of lecture, combination, or ABE/GED/ESL instruction. Faculty move from Step 2 to Step 3 and subsequent steps with completion of 495 additional step movement points based on a factored accumulation of any combination of contact hours of lecture, combination, or ABE/GED/ESL instruction. Effective with the first full term immediately following the ratification of this Agreement by the employees, the accumulation of step movement points will be calculated based on the following factors applied to each contact hour according to the type of instruction:

Lecture Courses: 1.25

Arts and Sciences Combination Courses: 1.25

Concurrent Combination Courses: 1.0

Adult Basic Skills: 1.0

c. Movements between steps will occur the term following the accumulation of the required step movement points. Accumulated step movement points will be added to the contact hour balances of current part-time faculty.

3. Class Cancellation

When the College cancels a class or work assignment through no fault of the faculty member, part-time faculty shall be paid for all classes met or days worked prior to cancellation. If notice of class cancellation is provided less than three (3) working days before the first class meeting, the part-time faculty shall be paid for the contact hours scheduled for the first class session.

4. Low Enrollment

If the College determines it is preferable to offer a course with fewer than ten (10) students enrolled rather than cancel it due to low enrollment, and the part-time faculty member agrees, such a class may be compensated at the low enrollment rate.

5. Special Projects

Faculty assigned to special projects outside their teaching assignments will be compensated at the special projects rate. Such projects may include outside curriculum development and other similar activities.

6. Meeting/Training/Tutoring/Independent Study Rate

Faculty required to attend meetings or training outside their teaching assignments will be paid at the meeting/training rate. For tutoring or independent study courses, part-time (non-three-quarter-time) faculty in any term and three-quarter-time and full-time faculty in summer terms will be paid at the tutoring/independent study rate.

D. Placement for Rehired Faculty Retirees

If a retired faculty member is rehired by the College in its discretion within two academic terms following the faculty member's retirement, the faculty member will be placed at the step on the current part-time or three-quarter-time salary schedule as applicable that has the rate of pay that is closest to the pay rate the faculty member attained at the time of retirement.

E. Targeted-Training Assignments

Full-time and three-quarter-time faculty working targeted-training assignments who work outside of their normal 180-day assignments shall be compensated for their additional days at the applicable daily rate of 1/180 of the annual rate for each additional day worked.

F. Payday Schedule

Faculty paydays will be in accordance with the College Board-established payday schedule.

G. Overtime Pay / Exempt Status

Faculty, as exempt employees, are ineligible for overtime pay under their professional functions as faculty members. Employees whose primary duties are exempt (i.e., 50% or more hours worked qualify as exempt status within a given work week) are ineligible for overtime pay.

H. Additional Appointments

Faculty will not be considered for additional faculty or staff appointments that will place them in overtime status, i.e. regularly scheduled to work over forty (40) hours in a work week.

I. Payroll Deductions

Child support payments and garnishments will be deducted as required by State and Federal Law.

ARTICLE IX – INSURANCE

A. Health, Vision, and Dental Insurance

1. Full-time and three-quarter-time Faculty

The present group health/vision/dental insurance plan or a comparable plan will remain in effect.

2. Part-time (non-three-quarter-time) Faculty

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

The College will provide to the fund:

a. Within 45 days after September 1, 2015, $18,000.

b. Within 45 days after September 1, 2016, $20,000.

c. Within 45 days after September 1, 2017, $22,000.

A Union committee will be established to define the terms of the administration of the fund including how and when allocations will be made and that:

a. The Union will make allocations each term based on criteria developed by the committee. Part-time faculty shall be reimbursed by the Union from the fund upon submitting evidence of payment or an invoice for their premium. The Union will submit to the College a record, with supporting documentation, of disbursements from and remaining balance in the fund within thirty (30) days after the end of each academic term. The College's contribution to the fund each year will be contingent upon timely receipt by the College of the records and supporting documentation from the previous year described in the preceding sentence.

b. Each year, if more than $250 of the fund is not utilized, the subsequent year's contribution by the College will be reduced by the amount over $250.

c. The fund may be audited annually by the College.

B. Life and Accidental Death and Dismemberment Insurance

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

C. Long-term Disability Insurance

The present or a comparable group long-term disability insurance program will remain in effect and will cover all full-time and three-quarter-time faculty. The premium will be paid by the College.

D. Insurance Benefit Amount

For full-time faculty, the College will pay the monthly premium up to a maximum combined total of $960 per month for life; accidental death and dismemberment; long-term disability; and health, vision, and dental insurance, unless the faculty member selects the College's HRA plan, in which case, the College will pay up to $1,050. During the term of this Agreement, the $960 (or $1,050) amount specified in this paragraph will be increased or decreased by the amount of any increase or decrease in the monthly premium for an employee-only coverage under the College's health, vision, and dental insurance plan. The monthly amount paid by the College will be prorated for three-quarter-time faculty.

ARTICLE X – ABSENCES AND LEAVES

A. Paid Leave

1. Sick Leave

Faculty will report absences on the "Leave Report for Faculty" which will be submitted to the Dean of Instruction or College-assigned designee on the next College working day following the return from absence.

As of July 1, 1997, any remaining sick leave balances of qualified former Portland Community College (PCC) faculty who transferred to the College in 1997 will be carried forward. PCC has notified the College of those eligible for this provision.

A licensed physician's or nurse practitioner's signed statement or other College-approved verification of illness or injury may be required for each absence from assigned classes or other assigned work.

The leave must be approved by the Dean of Instruction and/or College appointed designee.

In no event will unused sick leave be paid out to a faculty member upon termination of employment.

Sick leave shall not be substituted for special project or tutor hours.

a. Part-time (Non-three-quarter-time) Faculty

Associate part-time (non-three-quarter-time) faculty will be credited with two (2) instructional calendar days of sick leave at the beginning of each term. Unused sick leave for associate part-time (non-three-quarter-time) faculty shall be accumulated up to a maximum balance of six (6) instructional calendar days. Associate part-time (non-three-quarter-time) faculty needing to use sick leave will use any accrued balance from the old PCC program first and then use any accrued College sick leave. Sick leave may be used only in terms in which the faculty member is performing instructional work at the College. An associate part-time (non-three-quarter-time) faculty's sick leave balance will revert to zero when the faculty has not taught for six consecutive instructional terms, not including summer term.

Non-associate part-time faculty (non-three-quarter-time) members will be credited with two (2) instructional calendar days of sick leave at the beginning of each term. Those days can be used during the term in which they are credited, but may not be carried into the next term.

b. Full-time and Three-quarter-time Faculty

Full-time faculty will accrue sick leave at the rate of seven (7) hours per month during 180 day appointments covering months of fall, winter and spring academic terms. Full-time faculty who teach fourth term assignments during the eight-week summer term will earn fourteen (14) additional sick leave hours. The maximum accrual is eighty-four (84) hours per year. Sick leave for full-time faculty is cumulative. Three-quarter-time faculty will accrue and accumulate sick leave on a prorated basis.

2. Bereavement Leave

Faculty absent because of the death of a member of his or her immediate family will be paid for the faculty member's normally scheduled instructional time scheduled within a period of five (5) consecutive College business days.

"Immediate Family" is defined as spouse, child, stepchild, parent, parent-in-law, stepparent, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, or persons residing in the employee's household.

One day of unpaid leave will be provided to a faculty member who wishes to attend the funeral of a relative who is not included in the definition of "immediate family" if the funeral falls on a normally scheduled instructional day.

3. Jury Duty

Part-time faculty summoned for jury duty during class time shall be excused for that purpose without loss of pay. Full-time faculty summoned for jury duty shall be excused for that purpose without loss of pay. Any per diem fees received for such duty on a day that would otherwise be a College workday for the faculty member will be paid to the College. The faculty member will present a copy of the jury summons or order to the Department of Human Resources.

Faculty subpoenaed to appear as a witness in a case in court, unless a party to the matter at issue, shall be excused for that purpose without loss of pay. The faculty member will present a copy of the subpoena to the Department of Human Resources designee. Any witness fees for a day that would otherwise be a College workday for the faculty member will be paid to the College.

If a faculty member is requested to serve as an expert witness and the pay for such duties exceeds the normal salary for that period of time, faculty may retain payment for such expert witness services and will not be paid for that period of time by the College.

4. Personal Day

Full-time, three-quarter-time, and associate part-time (non-three-quarter-time) faculty will be granted one (1) paid personal day each academic year. The personal day will be granted at the beginning of summer term. The leave may be used only on a College business day that is also a day that the instructor normally works. The amount of hours reported for pay will be equal to the amount of instructional hours that the faculty would have taught on that particular day. The personal day must be used by the last day of the spring term. Unused personal days may not be carried forward to succeeding academic years.

Faculty shall request to take such leave by submitting a "Leave Report for Faculty" form. Except in case of emergency, faculty will submit their requests for such leave at least two (2) weeks in advance to the Dean of Instruction. In emergency situations, the request will be submitted as soon as practicable.

Except in case of an emergency, faculty will not be granted a personal day during the first week of class, during finals week, on a scheduled in-service day, or for a workday that falls before and/or after a day designated as a holiday on the College's calendar of instruction.

B. Unpaid Leave

1. Professional Leave

Faculty employed by the College for nine (9) terms out of the previous twelve (12) terms may be granted up to four (4) terms of unpaid leave for the purposes of professional development. Also, the faculty member must have taught at least nine (9) consecutive terms with the College, not including summer term, since any prior professional leave was taken. A Leave of Absence Request form must be submitted through the Dean of Instruction and College-assigned designee, if applicable, for approval. On the request form the faculty member must indicate his or her date of return to work.

Upon return from an approved professional leave, the faculty member will be placed at the salary level the faculty member had attained immediately prior to the leave. In addition, upon return from an approved professional leave, (1) a full-time faculty member will retain his or her full-time status and corresponding instructional workload; and (2) an associate part-time faculty member will be given course assignments, provided sufficient courses for which they are qualified to teach are planned. Failure to return from a leave on the designated return date will be deemed voluntary separation of employment.

The purpose of professional leave is to provide faculty an opportunity for professional growth and development, thereby enhancing the quality of their future service to the College.

Appropriate professional leave activities may include: admission to a recognized college, university, or technical school for the purpose of advanced education, leading to a higher degree or certificate; a work experience program designed to update or upgrade technical skills related to the faculty's instructional area, or discipline; personal study, research, writing or other project related to the faculty's instructional area, or discipline; travel related to the improvement of instructional abilities in the faculty's instructional area, or discipline; and a program designed to meet the multiple objectives such as study, research, special project, work experience and/or travel.

2. Family and Medical Leave

Family and medical leaves will be granted in accordance with applicable state and federal laws.

3. Military Leave

Military leave will be granted in accordance with applicable state and federal laws.

ARTICLE XI – IN-SERVICE, CONTINUING EDUCATION, AND OTHER PROFESSIONAL DEVELOPMENT

A. In-Service Education

In-service programs are formal programs presented by the College with an educational objective. They do not include normal staff meetings, unless an in-service component is included in the staff meeting. Full-time and three-quarter-time faculty are expected to attend a reasonable number of in-service programs at the College, including one in-service day per term as part of their regular assignment and without extra pay. If additional in-service programs are required outside the normally scheduled workday, full-time and three-quarter-time faculty will receive credit toward the number of contract days or will be paid at the meeting rate. Part-time faculty are expected to attend one in-service day, held within the academic term, per academic year without extra pay. If part-time (non-three-quarter-time) faculty are required to attend additional in-service programs beyond their normal work hours, they will be paid at the meeting rate. In-service programs will be held during academic terms.

B. Continuing Education and Professional Development

1. Faculty may request leave for attendance at educational programs and other professional development activities directly related to the discipline they teach. Proposed educational program and professional development expenditures and any applicable leave must be approved in advance by the Dean of Instruction or assigned designee. If the request is granted, the College will inform the faculty what expenses, if any, will be paid by the College for travel, registration, materials, and related expenses. The College will provide a response to such a request within ten (10) working days, not including working days when the Dean of Instruction is absent.

2. The College will pay dues for one professional association for each full-time, three-quarter-time, and associate part-time faculty when association membership is directly related to the discipline of the faculty and approved in advance by the Dean of Instruction or assigned designee.

ARTICLE XII – TRAVEL, MEALS, & MISC. REIMBURSEMENT

A. Travel and Mileage

All work-related travel must have prior authorization from the Dean of Instruction or assigned designee.

The cost of home-to-work and work-to-home travel is not reimbursable.

When attending approved special assignments or workshops at locations other than the normal worksite, faculty will be compensated for mileage less their round-trip distance from home to work.

Authorized mileage and meals will be reimbursed in accordance with Board policy #733.

Transportation by means other than Privately Owned Vehicle (POV) will be submitted on a requisition, approved by the Dean of Instruction or assigned designee, to the Business office for approval and coordination.

In recognition of the need for the timely submission of claims and the importance of accurately reflecting expenses, faculty members will submit travel, meals & misc. claims by the end of the month in which travel took place or within five (5) working days of the event, whichever is later. All travel reimbursement will be subject to the tax laws as prescribed by the Internal Revenue Service.

B. Lodging

Lodging expenses for faculty on official College business will be paid at single commercial rates; the expenses must be pre-approved by the Dean of Instruction or College-assigned designee. A requisition for lodging will be submitted to the Business Office for making reservations and payment arrangements. Receipts approved for payment must be submitted to the Business Office for reimbursement.

Faculty accompanied by family or guests must pay any additional expenses above the single commercial rate.

ARTICLE XIII – TUITION WAIVERS

College (OCCC) tuition shall be waived for faculty and for the faculty's spouse and eligible children who enroll in classes at the College. Eligible children are those dependents as defined by the Internal Revenue Service. Such classes may be taken with or without credit.

Faculty will register for College (OCCC) classes during the faculty's non-working hours and in accordance with current College registration policies and procedures for those receiving tuition waivers.

Attendance at any class by a faculty will not interfere with the faculty's regular instructional assignments and/or responsibilities to students.

The enrollment of a tuition-waiver student will not count towards the minimum enrollment count required for a class to be held, nor will such a student replace a tuition-paying student. Faculty must pay all lab fees and cost of books and supplies.

A tuition waiver will apply to a maximum of six (6) credit hours per term for each faculty or the dollar equivalent of non-credit classes. The total waiver will not exceed six (6) credit hours—or the dollar equivalent of non-credit classes—for the entire family (faculty, faculty's spouse or eligible children). A faculty member must be employed during the current or immediately preceding (not including summer) term in which the tuition waiver is granted and must not have been dismissed or have resigned the faculty member's employment with the College. The faculty member must also be teaching during the current term, or must have completed during the immediately preceding term the assignment of, a minimum of a three credit class or 30 hours.

ARTICLE XIV – TUITION REIMBURSEMENT

Faculty may apply for tuition reimbursement for non-College college courses, seminars or other study. Faculty may be eligible for tuition reimbursement with a current satisfactory performance evaluation and completion of three terms of teaching assignments during the previous academic year. Reimbursement applies to tuition only; costs incurred in attending classes, mileage, lodging, books, supplies, etc. are not reimbursable items. Such courses must relate directly to the faculty's area of professional expertise.

Reimbursement must be approved in advance by the President through the faculty's immediate supervisor. Criteria used in evaluating the request will include the connection to the College's mission, benefit to both the College and employee and the availability of budgeted funds. Faculty utilizing this benefit must provide in advance on a term-by-term basis a plan of courses to be taken. Faculty must also formally meet with the Dean of Instruction or College-assigned designee to review and receive approval of their professional development plan. Faculty must be employed during the current term or have been employed in the previous term, teaching or having taught at least a three-credit course or 30 hours in a faculty capacity.

Reimbursement will be limited to the equivalent cost of nine graduate quarter hours per year based on fees prescribed by the Oregon University System and the tuition rates of Oregon State University in use at the time of the faculty member's request.

ARTICLE XV – RETIREMENT

A. Retirement

In accordance with established PERS directives, the College provides a retirement plan through the Public Employees Retirement System (PERS). PERS membership is available to employees who are appointed to PERS qualifying positions. OCCC will pay the employer contribution and will, additionally, "pick up" the employee contribution to the plan for eligible members. Part-time employees appointed to positions which do not meet this requirement may still be eligible if working concurrently for another PERS covered employer. At all times, the College will comply with PERS statutes, regulations, and interpretations as well as any other laws affecting PERS.

B. Voluntary Retirement Plans

The College offers its faculty the opportunity to participate in a variety of 403(b) tax-deferred compensation plans, also known as Tax-Sheltered Annuities (TSA's).

Participation in these plans is strictly voluntary and at employee expense. Individual contributions may be made through payroll deduction on a fixed dollar amount or on a percentage basis. Faculty are allowed two changes in contribution amount per tax (calendar) year.

Faculty who voluntarily stop contributions with a signed payroll authorization must wait until the beginning of the following tax (calendar) year to restart contributions.

The College Board will approve all plans offered to employees.

ARTICLE XVI – EARLY RETIREMENT

A. General

Early retirement may be a viable option for some full-time faculty who become eligible for retirement under the Oregon Public Employees Retirement System rules and regulations. Early retirement shall be mutually agreed to by the retiring faculty member and the College. A faculty member desiring early retirement must give written notice of intent to retire to the Department of Human Resources designee no later than 180 days prior to the faculty member's effective retirement date. The faculty member's retirement date shall be June 30 unless a different date is approved by the College President. This time limit provision may be waived at the discretion of the College President.

B. Eligibility

To qualify for early retirement benefits, the faculty member must (1) have been employed by Oregon Coast Community College, (2) be at least age fifty-eight (58) but not more than age sixty-two (62) as of the faculty member's early retirement date, and (3) have been in a full-time faculty status for a minimum of thirty (30) consecutive terms (excluding summer terms and any terms during which the faculty member was on an approved professional leave of absence under the terms of this Agreement) immediately preceding the application for early retirement.

C. Benefits

An eligible full-time faculty retiree shall, upon approved application, receive a monthly stipend of $300 beginning on the payday following the first full month after the date of retirement.

D. Termination of Payments

Stipend payments will terminate on the first payday after the month in which the retiree reaches age (65), or after five (5) years have elapsed since the date of retirement, whichever comes first. If the retired faculty member dies within the time period described in the preceding sentence, stipend payments will terminate on the first payday after the date of death. However, the employee's dependent may continue to participate in the College's health insurance plan in accordance with the terms of the plan.

E. Health Insurance

Full-time faculty members who retire under the provisions of this Article shall be allowed to participate in the College group health, dental, prescription and vision care plans for self and eligible dependents, for the period in which the faculty member is receiving monthly stipends under this Article, subject to approval by the insurance carriers, and provided that the faculty member pays the premiums.

ARTICLE XVII – HOLIDAYS/TEMPORARY CLOSURE

A. Holidays

Full-time and three-quarter-time faculty shall receive six holidays off work without loss of pay during the normal 180 day work year:

Veterans' Day	Martin Luther King Jr.'s Birthday
Thanksgiving Day	Presidents' Day
Day After Thanksgiving	Memorial Day

When a holiday occurs on Saturday, the preceding Friday will be observed as a holiday. When a holiday falls on Sunday, the following Monday will be a holiday.

If a holiday occurs while the full-time or three-quarter-time faculty is on sick leave, the day will be classified as a holiday and not count against the faculty's accrued sick leave.

Classes will not be scheduled on College-recognized holidays. However, instruction should be planned in such a manner to cover the required course material for the term, including the appropriate amount of class meetings designated for a given term.

B. Temporary Closure

In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency, management may delay opening and/or close some or all College operations. In that case, instructors will not have to report to classes.

Unless the College's operation, including instruction, has been declared closed due to extreme adverse weather, natural disaster, fire or other emergency, instructors are expected to report to assigned classes.

In the event a class is canceled due to inclement weather, it is the instructor's responsibility to reschedule the missed class or to provide the missed course content in an alternative appropriate method within the same term. Arrangements for made up class sessions will be communicated to the Dean of Instruction or College-assigned designee.

ARTICLE XVIII – HEALTH & SAFETY

The College and the faculty agree that a safe and healthful work and learning environment contribute to the prevention of injuries and the reduction of property damage.

The College and the faculty will strive to maintain a safe and healthful work and learning environment and will attempt to reduce the number of preventable accidents.

The safety of each instructor and each student is of primary importance to the College. The College shall follow all applicable health and safety laws and regulations and assign its own Safety Officer. A Safety Committee shall be formed pursuant to applicable laws and OR-OSHA regulations.

The College will provide information, materials and/or resources to ensure the facility have the necessary information for adhering to safety rules. As the College's Safety Officer, the Department of Human Resources designee shall maintain safety reports that include records of accidents, injuries and near misses reported in the workplace. The Safety Officer shall also investigate reports of problems and take necessary corrective action. The Safety Committee will review worksite inspections, all reports, and the subsequent corrective actions taken to remedy reported problems as well as perform other duties and functions as prescribed by applicable laws and OR-OSHA regulations.

Faculty members recognize that contributing to a safe work and educational environment is part of their role as professionals. Therefore, faculty will comply with established health and safety rules as established by law and the College.

Faculty will also communicate safety standards appropriate for the class taught to the students, monitor compliance with those standards by students, and report unsafe conditions, including near misses, and/or practices to the Human Resources Director/Safety Officer, the faculty member's immediate supervisor, or the North County Director. Any faculty member who believes that he/she is working in an unsafe condition or with unsafe equipment will immediately report his/her concerns to the Human Resources Director/Safety Officer, the faculty member's immediate supervisor, or the North County Director in writing.

A faculty member may refuse to work in an alleged unsafe working environment until a final review and decision are made by the Safety Committee and its findings submitted in writing to the faculty member. A faculty member shall be compensated at his/her regular rate of pay during the investigative period. A faculty member serving on the College's Safety Committee will be compensated at the meeting rate while attending safety meetings, unless their attendance falls under work normally compensated under a staff position.

ARTICLE XIX – WORKERS' COMPENSATION

The College's faculty are insured under the provisions of the Oregon State Workers' Compensation Act.

All faculty will follow College safety guidelines and use prudent safety practices.

Faculty will immediately report any on-the-job accident, injury, or near miss to the Dean of Instruction or to the Department of Human Resources designee, who is the assigned Safety Officer.

An incident will be documented in writing by the Safety Officer who will ensure that all necessary report forms are completed and submitted, when appropriate, to the College's workers' compensation carrier.

In the event of a compensable injury, the day of the injury will be considered a paid workday. A faculty's sick leave balance will be applied to work absence due to injury. Once the sick leave balance is exhausted, leave without pay may be granted in conjunction with workers' compensation benefits until the instructor returns to work.

Faculty will return to work as soon as the treating physician releases them to return and the faculty member submits the written release from the treating physician to the Department of Human Resources designee prior to returning to work.

ARTICLE XX – RECRUITMENT

Employment opportunities will be posted at the North, Central and South County Centers, except in emergency situations. There may be additional postings with the Employment Division, the Confederated Tribes of the Siletz, and the Community Services Consortium. In order to broaden the applicant pool, the College may post employment opportunities for faculty positions in publications outside of Lincoln County.

Emergency appointments may be offered to a currently employed instructor who has the appropriate qualifications.

Faculty will not be considered for additional faculty or staff appointments that will result in them working over forty (40) hours in a work week unless the applicant is willing to relinquish enough of his/her existing appointment(s) to remain within the forty (40) hour limit.

In the formal recruitment process, preference will be given to a qualified employee of the College when he/she is a finalist for a position and all of the finalists present equal qualifications upon interview. Applications from College employees will be subject to the same screening process as outside applicants. College faculty are guaranteed interviews if they meet the minimum qualifications of the position announcement.

Upon notification of selection for a position, the newly hired faculty member will have five (5) weeks from the notice of hire to have current valid college transcripts sent to the Department of Human Resources designee, serving as official verification that the faculty meets the position's educational requirements, including requisite degrees. Faculty supplying the College with a self-addressed stamped envelope may request to be notified when the transcripts are received. Except for extenuating circumstances, failure of receipt of the transcripts within the required amount of time may result in the offer of employment being rescinded or in the termination of employment of the faculty member.

ARTICLE XXI – EVALUATION

A. Purpose of Evaluation

An effective evaluation system helps the College to assure and improve the quality of its instruction and programs. It affords the opportunity for professional growth and improvement. Also, evaluation related to the improvement of instructional effectiveness is a requirement of the College's accreditation.

Part-time (including three-quarter-time) and full-time faculty evaluation consists of two distinct components:

1. The performance of assigned job duties and related responsibilities. These include adherence to College policies and procedures and the responsibility for

fostering safety, non-discrimination, and other elements included in the "Duties and Responsibilities" section of the Faculty Handbook.

2. Professional development activities. These include maintaining certification, if applicable, and upgrading skills through any of a wide range of activities designed to keep pace with changing technology and knowledge in the discipline.

B. Evaluation Methods

A variety of evaluation measures will be used, including but not limited to classroom observation by the Dean of Instruction or College-assigned designee, followed by a written narrative; student evaluations after the fifth week of class; and self-evaluation. Faculty will receive a summary of student evaluations and a narrative from the observer about the observation. Faculty members may suggest optimal times and dates for an observation, which will be considered. Student focus groups, portfolios, videotaping and peer evaluations may be requested by faculty as supplemental methods of evaluation. The Dean of Instruction or College-assigned designee may schedule a meeting with a faculty member to discuss their evaluation. A faculty member also may respond in writing to an evaluation report.

Probationary full-time and three-quarter time faculty will be evaluated annually. Newly hired part-time (non-three-quarter-time) faculty will be evaluated by the Dean of Instruction or College-assigned designee during their first term of assignment. If requested by either the faculty member or the supervisor, the faculty member and the supervisor will meet to discuss the results of the evaluation and/or the faculty member's plans for professional development.

Temporary full-time and three-quarter-time faculty will be evaluated during their first term of employment.

All other faculty, both full-time and part-time, shall be evaluated by the College but not more than once every two years unless the College determines that additional evaluation is warranted based on performance. A faculty member may be evaluated at other times upon their request. A faculty member who requests an evaluation will receive an evaluation unless they have already been evaluated within the last two years.

C. Evaluation Report

The Dean of Instruction or designee will prepare a written report of an evaluation which will be signed by the Dean of Instruction or designee and the faculty member under review. For probationary faculty, the report will include whether the faculty member is recommended for renewal of probationary appointment. The report will include the preliminary Evaluation Plan for the next year, when applicable. A copy of the report will be supplied to the faculty member and the original report will be sent to the Human Resources Director for inclusion in the employee-s personnel file.

ARTICLE XXII – PERSONNEL FILES

An official personnel file will be maintained by the Department of Human Resources designee for each faculty member. The personnel file is to be considered the official record of the individual's employment with the College.

Faculty members may review their personnel file during regular office hours after providing the Human Resources Office with 24 hours' notice. A representative of the Union may review the contents of a faculty member's personnel file after the College has received a signed written request from the faculty member authorizing such review by the Union representative. Faculty members may receive copies of materials in their personnel files. Faculty members must pay the cost of the reproduction.

College-designated supervisors, including the Dean of Instruction, and the Department of Human Resources designee, will have access to the personnel files of employees they supervise. The Board, College President, and College legal counsel will also have access. The College will notify a faculty member if any Board member reviews the faculty member's personnel file.

The faculty member reserves the right to include in their personnel file a written response to any material placed in their file. Documents relating to assessment or discipline shall be signed or initialed by the faculty member before placement in the personnel file, indicating the material has been read. In the event that the faculty member refuses to sign, such will be noted on the document(s) and the document(s) will be placed in the personnel file.

ARTICLE XXIII – DISCIPLINE

Disciplinary action may be taken for just cause. Disciplinary action shall be progressive unless a more severe sanction is warranted. The College will make every reasonable effort to administer disciplinary action in private. At the option and request of the faculty member, he/she may have a Union representative present at any investigatory meeting between the College and the faculty member that reasonably may lead to disciplinary action against the faculty member. The College will notify the faculty member in advance of any meeting scheduled for such purpose.

ARTICLE XXIV – SEPARATION FROM EMPLOYMENT

The parties recognize the volatile nature of the economy and legislative dictates. The parties also recognize that part-time faculty employment is term by term, and that the College makes efforts to keep faculty informed of the likelihood of employment. When it becomes clear to the College that a faculty member's position will end for programmatic reasons, the College will notify the faculty member as soon as practicable but not later than forty-five (45) days before the final day of a full-time or three-quarter-time faculty member's annual contract or the end of full-time associate status. If the faculty member receives insurance contributions under Article IX.D., employment will be continued into the month following the end of the position, or the College will make arrangements to pay the same insurance contribution in the month following the end of the position.

ARTICLE XXV – GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to disputes relating to the administration of this Agreement which may from time to time arise. A faculty member covered by this Agreement or the Union may file a grievance in accordance with the terms of this Article.

B. Definitions

1. Grievance: An allegation that a specific section of this Agreement has been violated.

2. Grievant: A faculty member(s) who alleges a violation of this Agreement. A grievant may also be the Union when the Union alleges a violation by the College of a provision in this Agreement that specifically grants a right to the Union as an organization.

3. Days: Monday through Friday, excluding Saturdays and Sundays and College-observed holidays. "Days" shall also mean those College workdays that occur during term breaks.

4. Occurrence: When the grievant knew or reasonably should have known of the event giving rise to the alleged violation.

A grievance shall not include, and this grievance procedure shall not apply to: (a) any matter as to which the College is without authority to act; (b) any matter as to which the faculty member has sought relief in another forum established by state or federal law; (c) performance evaluations; (d) any prior grievance already remedied at any procedural level mentioned in this article; (e) a College-scheduled separation of a faculty member at the end of temporary assignment; or (f) the dismissal of a probationary, full-time faculty member.

At the option and request of the grievant, the grievant may represent him or herself at steps one through three of the grievance procedure and may have a Union representative present at steps two and/or three of the grievance procedure.

C. Procedures

Step 1 The grievant shall, within twenty days of the occurrence, discuss the alleged violation with his/her immediate

supervisor. The immediate supervisor shall have ten (10) days from the initial meeting in which to respond orally to the grievant about the matter discussed. If the matter cannot be satisfactorily resolved at this level, the grievant may proceed to step 2.

Step 2 If the matter remains unresolved, the grievant shall submit the problem clearly and completely in writing to the Dean of Instruction within ten (10) days following the immediate supervisor's oral response. The written statement shall contain:

a. The date of the occurrence.

b. A statement of the grievance.

c. The specific article(s) of this Agreement allegedly violated.

d. The date of the initial discussion of the occurrence with the immediate supervisor.

e. The immediate supervisor's response to the grievance presented at the first step.

f. The remedy sought to resolve the grievance.

The grievant shall submit a copy of the grievance to his/her immediate supervisor and to the Department of Human Resources designee.

The Dean of Instruction shall submit a written response to the grievant within ten (10) days of receipt of the written grievance.

If the grievance is not satisfactorily resolved, the grievant may proceed to step 3 within ten (10) days of the Dean of Instruction's written reply.

Step 3 The grievant shall submit the written grievance to the College President within ten (10) days of receipt of the Dean of Instruction's written response at step 2. The written grievance shall contain the information described in paragraphs a – f of step 2.

The grievant shall submit an informational copy to the Department of Human Resources designee. The College President or assigned designee shall conduct a meeting, during which the grievant shall have the opportunity to present the basis for the grievance. The grievant's immediate supervisor, the Dean of Instruction, and the Department of Human Resources designee may be present at the meeting. The President

or assigned-designee shall submit a written response to the grievant within ten (10) days of the meeting.

Step 4 Arbitration. The Union may appeal the President's decision by the submission to the President of a request for arbitration within ten (10) days of the completion of the step 3 procedures except that any grievance over an oral or written reprimand may not be submitted to arbitration. The parties agree that step 3 of the grievance procedure shall be the final step regarding any grievance over an oral or written reprimand.

Upon receipt by the College of a request for arbitration by the Union, the Union and the College shall have ten (10) days in which to mutually agree upon an arbitrator. If none is selected, the parties shall request from the Oregon Employment Relations Board a list of five (5) arbitrators. The parties shall alternately strike one name from the list until only one name remains. The remaining person will be the arbitrator. The Union shall strike first.

The arbitrator shall render a decision within thirty (30) days following the close of the hearing. The decision of the arbitrator shall be final and binding upon the College, the Union, and the grievant to the extent that the decision is within the authority of the arbitrator. The arbitrator shall have no authority to add to, subtract from, or to alter the provisions of this agreement.

In cases involving suspension or dismissal, the arbitrator may in no case order reinstatement in any instance in which the alleged contractual violation(s) is procedural rather than substantive.

Expenses incident to the services of the arbitrator shall be shared equally by the College and the Union. Each party shall be responsible for all cost of presenting its own case at arbitration.

D. Time Limits

The time limits in this article shall not be extended or modified except by written agreement of the parties. A failure by the College at any step of the grievance procedure to issue a response within a time limit specified in this article will allow the grievant to proceed to the next step. A failure by the grievant or the Union to comply with any time limit specified in this article shall constitute an acceptance of the College's position on the matter.

ARTICLE XXVI – NO STRIKES/NO LOCKOUTS

Unit members and the Union and its officers and agents will not call, encourage, support, or in any way be involved in any form of strike, boycott, slowdown, work stoppage or picketing, and

the College will not lock out employees during the term of this Agreement. Any employee who engages in any conduct prohibited by the preceding sentence will be subject to disciplinary action up to and including discharge at the College's discretion. If any activity occurs by employees which violates this provision, the Union will use its best efforts to terminate the activity as soon as possible.

ARTICLE XXVII – FUNDING

The economic provisions contained in this Agreement are based upon expectations and conditions that the amounts of annual resources of the College will not be reduced by more than four percent (4%) in any one year. If that condition is not met and the reductions are based upon factors other than FTE fluctuations, the College may reopen the economic provisions of this Agreement to re-negotiate those provisions for the remaining years of the Agreement.

The College will give the Union reasonable and timely written notification to reopen the economic provisions of this Agreement, and the parties will meet promptly to commence negotiations. Salaries and benefits will be frozen at the levels that were in effect on the date the Union received the College's written notification until either an agreement on revised economic provisions is reached or the statutory bargaining process is concluded.

ARTICLE XXVIII – LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established. The committee is established by the College and the Union from a desire to develop better day-to-day communication practices and to achieve and maintain a mutually beneficial relationship through the use of a continuing communication program.

The purpose of the committee is to discuss, explore and study those problems referred to it by the parties to this Agreement. The committee by mutual agreement shall be authorized to make recommendations on those problems which have been discussed, explored and studied.

In order to have frank and open discussions, the committee shall have no authority to change, delete or modify any of the terms of this Agreement, not to settle grievances arising under the contract. Committee discussions shall not be publicized except for those mutually agreed-upon recommendations.

The committee shall be composed of three representatives from the bargaining unit and three representatives from the College and shall meet at the request of either party during the period of the Agreement.

ARTICLE XXIX – COMPLETE AGREEMENT

This Agreement modifies or replaces the College's policies and practices which are in conflict with a provision of this Agreement. Otherwise, this Agreement does not eliminate, reduce, or diminish any current management rights, policies or any employment relations which are established by past practice. The written collective bargaining agreements at Portland Community College do not establish the past practice or the "status quo" applicable to the College faculty.

The parties agree that they have had full opportunity to negotiate over mandatory subjects of bargaining and that all agreements reached during bargaining are reflected in this Agreement. After ratification, this Agreement shall not be modified in whole or in part except by the mutual consent of the parties in a written amendment.

ARTICLE XXX – SEPARABILITY

In the event any provision or provisions of this Agreement are declared invalid by a tribunal of competent jurisdiction, the provisions or provisions shall no longer be operative or binding on the parties. The remaining provisions of this Agreement shall continue in full force and effect. In such cases, the College and the Union shall commence collective bargaining negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for the invalid provision or provisions.

ARTICLE XXXI – DURATION

This Agreement is effective on the date of its ratification by the employees and shall continue in full force and effect through August 31, 2018.

AFT-Oregon Coast
United Employees, Local 6020, AFT,
AFL-CIO

By: _____
Susan Resz, Faculty Representative

Dec 16, 2015
Date

Oregon Coast Community College

By: _____
Dr. Birgitte Ryslinge, President

12/16/2015
Date

Appendix A: Full-time Faculty Salaries												
Step Increase =	**2%**	**2015 - 2018**										
Annual	**STEP 1**	40698	**STEP 6**	44934	**STEP 11**	49611	**STEP 16**	54774	**STEP 21**	60475	**STEP 26**	66769
Monthly (12)		3392		3744		4134		4565		5040		5564
Monthly (9)		4522		4993		5512		6086		6719		7419
Daily		226		250		276		304		336		371
Annual	**STEP 2**	41512	**STEP 7**	45833	**STEP 12**	50603	**STEP 17**	55870	**STEP 22**	61685	**STEP 27**	68105
Monthly (12)		3459		3819		4217		4656		5140		5675
Monthly (9)		4612		5093		5623		6208		6854		7567
Daily		231		255		281		310		343		378
Annual	**STEP 3**	42342	**STEP 8**	46749	**STEP 13**	51615	**STEP 18**	56987	**STEP 23**	62918	**STEP 28**	69467
Monthly (12)		3529		3896		4301		4749		5243		5789
Monthly (9)		4705		5194		5735		6332		6991		7719
Daily		235		260		287		317		350		386
Annual	**STEP 4**	43189	**STEP 9**	47684	**STEP 14**	52647	**STEP 19**	58127	**STEP 24**	64177	**STEP 29**	70856
Monthly (12)		3599		3974		4387		4844		5348		5905
Monthly (9)		4799		5298		5850		6459		7131		7873
Daily		240		265		292		323		357		394
Annual	**STEP 5**	44053	**STEP 10**	48638	**STEP 15**	53700	**STEP 20**	59289	**STEP 25**	65460		
Monthly (12)		3671		4053		4475		4941		5455		
Monthly (9)		4895		5404		5967		6588		7273		
Daily		245		270		298		329		364		

Appendix B: Three-quarter-time Faculty Salaries

Step Increase =	2%	2015 - 2018										
Annual	**STEP 1**	30524	**STEP 6**	33701	**STEP 11**	37209	**STEP 16**	41081	**STEP 21**	45357	**STEP 26**	50078
Monthly (12)		2544		2808		3101		3423		3780		4173
Monthly (9)		3392		3745		4134		4565		5040		5564
Daily		170		187		207		228		252		278
Annual	**STEP 2**	31134	**STEP 7**	34375	**STEP 12**	37953	**STEP 17**	41903	**STEP 22**	46264	**STEP 27**	51079
Monthly (12)		2595		2865		3163		3492		3855		4257
Monthly (9)		3459		3819		4217		4656		5140		5675
Daily		173		191		211		233		257		284
Annual	**STEP 3**	31757	**STEP 8**	35062	**STEP 13**	38712	**STEP 18**	42741	**STEP 23**	47189	**STEP 28**	52101
Monthly (12)		2646		2922		3226		3562		3932		4342
Monthly (9)		3529		3896		4301		4749		5243		5789
Daily		176		195		215		237		262		289
Annual	**STEP 4**	32392	**STEP 9**	35764	**STEP 14**	39486	**STEP 19**	43596	**STEP 24**	48133	**STEP 29**	53143
Monthly (12)		2699		2980		3291		3633		4011		4429
Monthly (9)		3599		3974		4387		4844		5348		5905
Daily		180		199		219		242		267		295
Annual	**STEP 5**	33040	**STEP 10**	36479	**STEP 15**	40276	**STEP 20**	44468	**STEP 25**	49096		
Monthly (12)		2753		3040		3356		3706		4091		
Monthly (9)		3671		4053		4475		4941		5455		
Daily		184		203		224		247		273		

Appendix C: Part-time Faculty Rates

COLA = 1.50%
Step Increase = 2.50%

SECTION 1 - LECTURE RATES

Credit Amount Per Term

Step	2015-2016	2016-2017	2017-2018
1	491	498	506
2	503	511	518
3	516	524	531
4	529	537	545
5	542	550	558
6	556	564	572
7	569	578	587
8	584	592	601
9	598	607	616
10	613	622	632
11	629	638	648
12	644	654	664
13	660	670	680
14	677	687	697
15	694	704	715
16	711	722	733
17	729	740	751
18	747	758	770
19	766	777	789
20	785	797	809
21	805	817	829
22	825	837	850
23	845	858	871

Credit Index and Cancellation

Step	2015-2016	2016-2017	2017-2018
1	43.36	44.01	44.67
2	44.44	45.11	45.79
3	45.56	46.24	46.93
4	46.69	47.39	48.11
5	47.86	48.58	49.31
6	49.06	49.79	50.54
7	50.28	51.04	51.80
8	51.54	52.31	53.10
9	52.83	53.62	54.43
10	54.15	54.96	55.79
11	55.50	56.34	57.18
12	56.89	57.75	58.61
13	58.31	59.19	60.08
14	59.77	60.67	61.58
15	61.27	62.19	63.12
16	62.80	63.74	64.70
17	64.37	65.33	66.31
18	65.98	66.97	67.97
19	67.63	68.64	69.67
20	69.32	70.36	71.41
21	71.05	72.12	73.20
22	72.83	73.92	75.03
23	74.65	75.77	76.90

Low Enrollment Rate Index

Step	2015-2016	2016-2017	2017-2018
1	28.19	28.61	29.04
2	28.89	29.33	29.77
3	29.62	30.06	30.51
4	30.36	30.81	31.28
5	31.12	31.58	32.06
6	31.89	32.37	32.86
7	32.69	33.18	33.68
8	33.51	34.01	34.52
9	34.35	34.86	35.38
10	35.21	35.73	36.27
11	36.09	36.63	37.18
12	36.99	37.54	38.11
13	37.91	38.48	39.06
14	38.86	39.44	40.03
15	39.83	40.43	41.04
16	40.83	41.44	42.06
17	41.85	42.48	43.11
18	42.89	43.54	44.19
19	43.97	44.63	45.30
20	45.07	45.74	46.43
21	46.19	46.89	47.59
22	47.35	48.06	48.78
23	48.53	49.26	50.00

Appendix C: Part-time Faculty Rates

COLA = **1.50%**

Step Increase = **2.50%**

SECTION 2 - COMBINATION RATES

Credit Amount Per Term

Step	2015-2016	2016-2017	2017-2018
1	392	398	404
2	402	408	414
3	412	418	424
4	422	428	435
5	433	439	446
6	444	450	457
7	455	461	468
8	466	473	480
9	478	485	492
10	490	497	504
11	502	509	517
12	514	522	530
13	527	535	543
14	540	548	557
15	554	562	571
16	568	576	585
17	582	591	600
18	596	605	615
19	611	621	630
20	627	636	646
21	642	652	662
22	658	668	678
23	675	685	695

Credit Index and Cancellation

Step	2015-2016	2016-2017	2017-2018
1	34.69	35.21	35.74
2	35.56	36.09	36.63
3	36.45	36.99	37.55
4	37.36	37.92	38.49
5	38.29	38.87	39.45
6	39.25	39.84	40.43
7	40.23	40.83	41.45
8	41.24	41.85	42.48
9	42.27	42.90	43.54
10	43.32	43.97	44.63
11	44.41	45.07	45.75
12	45.52	46.20	46.89
13	46.65	47.35	48.06
14	47.82	48.54	49.27
15	49.02	49.75	50.50
16	50.24	51.00	51.76
17	51.50	52.27	53.05
18	52.78	53.58	54.38
19	54.10	54.92	55.74
20	55.46	56.29	57.13
21	56.84	57.70	58.56
22	58.26	59.14	60.03
23	59.72	60.62	61.53

Low Enrollment Rate Index

Step	2015-2016	2016-2017	2017-2018
1	22.54	22.88	23.22
2	23.10	23.45	23.80
3	23.68	24.04	24.40
4	24.27	24.64	25.01
5	24.88	25.25	25.63
6	25.50	25.88	26.27
7	26.14	26.53	26.93
8	26.79	27.19	27.60
9	27.46	27.87	28.29
10	28.15	28.57	29.00
11	28.85	29.29	29.73
12	29.57	30.02	30.47
13	30.31	30.77	31.23
14	31.07	31.54	32.01
15	31.85	32.33	32.81
16	32.64	33.13	33.63
17	33.46	33.96	34.47
18	34.30	34.81	35.33
19	35.15	35.68	36.22
20	36.03	36.57	37.12
21	36.93	37.49	38.05
22	37.86	38.43	39.00
23	38.80	39.39	39.98

Appendix C: Part-time Faculty Rates

COLA = 1.50%

Step Increase = 2.50%

SECTION 3 - ABE/GED/ESOL RATES

Contact Hour Rate Index

Step	2015-2016	2016-2017	2017-2018
1	34.69	35.21	35.74
2	35.56	36.09	36.63
3	36.45	36.99	37.55
4	37.36	37.92	38.49
5	38.29	38.87	39.45
6	39.25	39.84	40.43
7	40.23	40.83	41.45
8	41.24	41.85	42.48
9	42.27	42.90	43.54
10	43.32	43.97	44.63
11	44.41	45.07	45.75
12	45.52	46.20	46.89
13	46.65	47.35	48.06
14	47.82	48.54	49.27
15	49.02	49.75	50.50
16	50.24	51.00	51.76
17	51.50	52.27	53.05
18	52.78	53.58	54.38
19	54.10	54.92	55.74
20	55.46	56.29	57.13
21	56.84	57.70	58.56
22	58.26	59.14	60.03
23	59.72	60.62	61.53

Low Enrollment Rate Index

Step	2015-2016	2016-2017	2017-2018
1	22.54	22.88	23.22
2	23.10	23.45	23.80
3	23.68	24.04	24.40
4	24.27	24.64	25.01
5	24.88	25.25	25.63
6	25.50	25.88	26.27
7	26.14	26.53	26.93
8	26.79	27.19	27.60
9	27.46	27.87	28.29
10	28.15	28.57	29.00
11	28.85	29.29	29.73
12	29.57	30.02	30.47
13	30.31	30.77	31.23
14	31.07	31.54	32.01
15	31.85	32.33	32.81
16	32.64	33.13	33.63
17	33.46	33.96	34.47
18	34.30	34.81	35.33
19	35.15	35.68	36.22
20	36.03	36.57	37.12
21	36.93	37.49	38.05
22	37.86	38.43	39.00
23	38.80	39.39	39.98

Appendix C: Part-time Faculty Rates

COLA = **1.50%**

Step Increase = **2.50%**

SECTION 4 - MISCELLANEOUS

Special Project Rates

Step	2015-2016	2016-2017	2017-2018
1	21.69	22.02	22.35
2	22.23	22.57	22.90
3	22.79	23.13	23.48
4	23.36	23.71	24.06
5	23.94	24.30	24.67
6	24.54	24.91	25.28
7	25.15	25.53	25.91
8	25.78	26.17	26.56
9	26.43	26.82	27.23
10	27.09	27.49	27.91
11	27.77	28.18	28.60
12	28.46	28.89	29.32
13	29.17	29.61	30.05
14	29.90	30.35	30.80
15	30.65	31.11	31.57
16	31.41	31.88	32.36
17	32.20	32.68	33.17
18	33.00	33.50	34.00
19	33.83	34.34	34.85
20	34.67	35.19	35.72
21	35.54	36.07	36.62
22	36.43	36.98	37.53
23	37.34	37.90	38.47

Meetings/Training/Tutoring Rates

Step	2015-2016	2016-2017	2017-2018
All	22.03	22.36	22.70