

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHEMEKETA COMMUNITY COLLEGE

AND

CHEMEKETA COMMUNITY COLLEGE
FACULTY ASSOCIATION

July 1, 2014–June 30, 2017

2014–2017

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CHEMEKETA COMMUNITY COLLEGE

AND

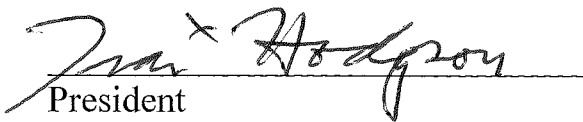
CHEMEKETA COMMUNITY COLLEGE

FACULTY ASSOCIATION

This Agreement between the Chemeketa Community College District Board of Education and its representatives, hereinafter referred to as the “College” and the Chemeketa Community College Faculty Association of the Oregon Education Association as certified by the Employment Relations Board, and hereinafter referred to as the “Association.” Executed this 25th day of June 2014, at Salem, Oregon, by the undersigned officers of authority on behalf of the College and the Association.

FOR THE ASSOCIATION

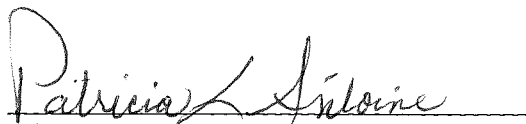
FOR THE COLLEGE



President
Chemeketa Faculty Association



Chairperson
Board of Education
Chemeketa Community College



Chairperson—Negotiation Team
Chemeketa Faculty Association



President/Chief Executive Officer
Chemeketa Community College

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ARTICLE 1—RECOGNITION

A. BARGAINING UNIT DESCRIPTION

Chemeketa Community College hereby recognizes the Chemeketa Faculty Association, affiliated with the Oregon Education Association and the National Education Association, as the exclusive representative of a merged bargaining unit consisting of all professional staff contracted by the College to perform teaching, student counseling, and/or other duties (e.g., program chair and reference librarian responsibilities, cooperative work experience instructors, instructors in credit classes and instructors in noncredit programs of Adult Basic Education, English as a Second Language, High School Completion, and General Educational Development) as directed by their immediate administrator, director, and/or dean.

B. DEFINITIONS

For the purposes of this contract, the following definitions apply:

1. Full-time Faculty: Those faculty members hired into positions designated as full-time faculty positions by the college.
2. Part-time Faculty: Those faculty whose duties are described in Section A and who are contracted the equivalent of
 - a. 3 ILCs or more in a given term;
 - b. Not more than 25 ILCs in an academic year with the exception of those whose assignment is described in Article 1.D. and 1.E
 - c. Also included are faculty who are in programs that are funded by agencies other than the College (programs or courses funded by monies greater than 50% from outside sources/agencies [not for individual tuition reimbursement]) that exceed the averaged fifty percent (50%) workload limitation in 1.B.2a by signing several contracts.
3. Employee(s)/Faculty/Member(s)/Instructor: Unless the terms employee, member, instructor or faculty are specifically identified as being full-time

or part-time/adjunct, these terms will reflect the members of the entire bargaining unit.

C. EXCLUSIONS TO UNIT

Specifically excluded from the bargaining unit are supervisory and confidential employees, employees who are members of another College bargaining unit, and employees scheduled to work less than 20% of a full workload or 3 ILC's per academic term.

D. PART-TIME FACULTY TEACHING ABOVE LIMITS OF ARTICLE 1.B.2

1. For every full-time faculty position above 190, the College may schedule three (3) part-time faculty above the ILC limits in Article 1.B.2.b.
2. These part-time faculty, referred to as adjunct faculty, may be scheduled up to 28 ILCs in the academic year (Fall, Winter, Spring terms) and up to 36 ILC in a full year (Fall, Winter, Spring, and Summer terms) without being considered as full-time faculty.

Part-time faculty hired under this section will be offered three-term contracts defined in Article 12.B. Additionally, they will be assigned one office hour per week according to Article 23.B.7.

E. PART-TIME FACULTY—HIGH SCHOOL PROGRAMS

Part-time/Adjunct faculty in high school programs who are funded by agencies other than the College may be assigned up to 28 ILCs by signing several contracts funded by separate agencies.

ILC's taught in the high school programs by part-time/adjunct faculty will be counted as part of their district-wide ILC teaching load.

ARTICLE 2—MANAGEMENT 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.

ARTICLE 3—STRIKES AND LOCKOUTS

The Association agrees that during the term of this Agreement they will not participate in a strike, work stoppage, slowdown, picket line observance which interferes with a faculty member's normal duties, or other concerted work action at the College. Faculty who participate in any such action may be subject to appropriate discipline. The College agrees that during the term of this Agreement there will be no lockout of members of the bargaining unit.

ARTICLE 4—FUNDING

The parties recognize that revenue needed to fund the provisions of this Agreement must be approved by established budget procedures. This Agreement, therefore, is entered into contingent upon approval of a budget sufficient to fund the Agreement. The College agrees to include in its budget requests amounts sufficient to fund this Agreement.

ARTICLE 5—ASSOCIATION RIGHTS

A. USE OF COLLEGE FACILITIES

The Association and its representatives shall have the right, without charge, to use College facilities for meetings and shall be provided office space on the main campus. College facilities shall be scheduled in advance through normal College procedures when they are required for meetings.

B. TRANSACTION OF BUSINESS

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

C. ASSOCIATION COMMUNICATIONS

The Association shall have the right to use the College's mail and e-mail service for communication. The College reserves the right to refuse permission to use the College e-mail and mail service for material that is detrimental to the College. The Association's use of the College's electronic resources will comply with College Policy 1760—Electronic Information Resources. If the College is considering any change to Policy 1760, the Association will be invited to participate in those discussions.

D. COLLEGE BOARD AGENDAS

The College shall place on the agenda of each regular meeting of the College Board of Education any matters brought to its consideration by the Association as long as those matters are made known to the College President's office in accordance with College policies and College regulations.

E. PRESIDENT AS ADVISORY REPRESENTATIVE TO BOARD

The President of the Association shall be the official advisory representative to the College Board and may attend all regular and special meetings of the Board. The representative may participate in all public proceedings with voice but without vote. If the President of the Association is unable to attend the meeting, another officer of the Association may substitute for the President. The Association shall have the right to distribute a written report to the board at all regular meetings.

F. ACCESS TO INFORMATION

The Association shall be furnished agendas, minutes, budget documents and other written materials falling within the provisions of College policy and ORS Chapters 192 and 341.

G. BARGAINING UNIT ROSTERS

Within twenty (20) college working days of the beginning of each fall term a report containing the names, addresses, phone number, campus e-mail and office location (full-time faculty only) of all bargaining unit members shall be provided to the Association. Within twenty (20) college working days after the start of winter and spring terms the Association will be provided a report containing all changes to the bargaining unit by campus e-mail.

H. RELEASE TIME FOR ASSOCIATION REPRESENTATIVES

1. The Association may, at its expense, annually purchase release time at the highest step on the current year's part-time salary schedule inclusive of any benefits to a maximum of 34.5 ILCs for representatives designated by the Association. A maximum of 22.5 ILCs of the total may be used for release time for the Association President.
2. Notice of the amount of workload reduction requested, for the Association President, shall be given prior to July 1 of each year for the following academic year, unless agreed otherwise by the President of the College. The Association will notify the College of any other bargaining unit member to have ILC release 60 calendar days prior to the starting date of the effective term.
3. The College may, in addition, offer either ILCs of release time or a commensurate stipend to the Association President, Vice-President for Part-time Faculty, and/or Vice-President of Full-time Faculty for participation in College governance.
4. Association Vice-President for Part-time Faculty will be offered at least one (1) class per term during the academic year including summer as long as he/she is qualified and the courses are available. While holding said position, the faculty member will have seniority rights for courses taught by part-time faculty.

I. USE OF COLLEGE COPY CENTER FACILITIES

The Association shall have the right to use the College copy center facilities at the same cost as other college clients, provided they follow copy center procedures.

J. ASSOCIATION INVESTIGATIONS

1. The Association has the right to conduct investigations regarding allegations of misconduct against bargaining unit members, in furtherance of its duty to represent members.

2. The Association and people designated by the Association to act on its behalf have the right to request interviews with potential witnesses.

The College will neither prohibit nor discourage non-supervisory employees from providing information to persons investigating on behalf of the Association. The College cannot require that interviews with non-supervisory employees be scheduled through the College or that non-supervisory employees be accompanied by the College representatives in such interviews. Whether the employee meets with the Association representative alone or without a College administrator or refuses to meet with the Association representative it is the employee's choice and there will be no negative consequences, retaliation, or reactions from the College or Association regardless of the choice.

3. The following procedures will be followed, depending upon whether the Association seeks or does not seek College cooperation in arranging interviews of non-supervisory employees:
 - a. If the Association or its representative determine they will approach directly any non-supervisory employee to request an interview:
 - 1) The Association may make that request without notice to the College.
 - 2) Any non-supervisory employee so contacted is free to agree to an interview or refuse to be interviewed by Association representatives. Such employees need not seek permission from or notify the College of their choice to meet directly with Association representatives.
 - 3) If employees wish to be accompanied during such interviews, they may ask their labor organization to provide them with separate representation. They may also ask the College to provide a supervisory-level staff member to sit in on the interview, and the College will decide whether to grant this request.
 - 4) The interviews will be conducted on the employees' non-duty time. Non-duty time includes any non-duty lunch and break time in addition to time before and after work. Interviews will

not be conducted in places on College property where the interview would interfere with College business or with other employees' use of facilities. Brief telephone or personal contact may occur on duty for the purpose of scheduling off-duty interviews, or setting an off-duty time and method for further communication about these matters. The College cannot otherwise direct non-supervisory employees when they can and cannot meet with Association representatives if those representatives are not seeking the College's assistance.

- b. If the Association or its representatives determine that they wish to contact the College to ask for assistance in arranging for interviews of non supervisory employees:
 - 1) The Association president or his/her designee will clearly identify to College officials in advance of any contact by attorneys, private investigators, or other persons acting on the Association's behalf.
 - 2) The College shall reserve the right to take the position that it has no obligation to agree to this request to arrange interviews for Association representatives.
 - 3) If the College agrees to assist in arranging for interviews of non-supervisory employees, or if the College agrees, upon request of the employee to furnish a supervisory-level employee to sit in on the interview, such interviews will be conducted at mutually agreeable times and places. The College may have a representative present at such interviews if it chooses.

K. COLLABORATION ON FALL IN-SERVICE

The College will include a member of the Association on the committees planning events that are related to Fall In-Service and the Sara Varnum Institute for Instruction Excellence. Issues that may arise from this will be resolved through Contract Management meetings and will not be subject to the grievance process.

ARTICLE 6—UNLAWFUL HARASSMENT OR DISCRIMINATION

A. The College and the Association affirm their adherence to the principles of free choice and agree that they shall not unlawfully discriminate against any faculty member.

B. PROMOTION AND MAINTENANCE OF A RESPECTFUL WORKPLACE

All faculty members shall be expected to interact with co-workers and the public in a professional, respectful manner. See College policies/procedures 1750 (Harassment/Discrimination), 1751 (Sexual Harassment), 1752 (Respectful Workplace), and 1753 (Consensual Relationships). This includes refraining from any type of behavior, action or language that could be reasonably perceived as unlawful harassment or discrimination.

Harassment is defined as any verbal, visual or physical behavior reasonably perceived by the receiver as unwelcome or offensive and refers in a demeaning way to a person's race, religion, color, sex, marital status, national origin, age, sexual orientation, disability, pregnancy or family relationship; creates a hostile or adverse work or educational environment; and subjects employees or students to different terms or conditions based on the characteristics listed above. In the context of curriculum outcomes and subject matter of a course, harassment does not include exposure to or discussion of knowledge with which one disagrees.

If the behavior involves alleged unlawful harassment or discrimination or harassment, the complainant may either contact the College's Affirmative Action Officer or the Director of Human Resources, or may file a complaint to the appropriate state and/or federal agencies. Unlawful discrimination and harassment complaints shall be excluded from the grievance procedure.

The College will follow the procedures identified in Article 29.G if a faculty member is accused of harassment or discrimination that does not constitute alleged violation of the law.

ARTICLE 7—RETRENCHMENT

Sections A–F of this Article apply only to full-time probationary and regular status faculty members. Full-time grant status faculty members are covered only under Section H. Trial status faculty members are not covered under this article.

A. DEFINITIONS

1. Retrenchment

For purposes of this Article, retrenchment is a reduction in bargaining unit personnel or a reduction in a faculty member’s workload made necessary by a lack of financial resources, low enrollment, or as a result of organizational or technological changes. If retrenchment is necessary, then reduction of personnel or reduction in a faculty member’s workload shall be applied as hereinafter set forth.

2. Program or discipline

For the purposes of this article, “program or discipline” refers to the programs and disciplines listed in Appendix F.

3. Budgetary Organizational Unit

For the purposes of this article, “organizational budget unit” refers to the discrete organization number used for budgetary and expenditure tracking.

4. Seniority

- a. Seniority is the length of continuous service from most recent date of employment in a program or discipline throughout the district where the faculty member has two (2) years of full-time work experience within the last five (5) years. Seniority shall not be broken by approved leaves of absence, or transfer to a non-bargaining unit assignment with the College which is of three (3) years or less in duration.

- b. Faculty members 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 three (3) consecutive years, they shall relinquish all seniority rights.
- c. A faculty member in a program or discipline who subsequently takes a grant-funded assignment in the same program or discipline shall maintain and continue to accrue seniority in the program or discipline from their original date of hire.

B. ELIMINATION OF PART-TIME FACULTY

- 1. Except as provided in B.2, prior to retrenchment of a full-time faculty member, part-time faculty funds within the impacted budget organizational unit in which a full-time faculty member is funded will be eliminated before a retrenchment occurs.
- 2. Up to 25 ILCs may be taught in the program or discipline within the impacted budget organizational unit by part-time faculty. Any part-time courses will first be offered to the most senior retrenched full-time faculty member. If more than 25 ILCs are offered, the college will be required to recall any eligible retrenched full-time member.

C. ORDER OF RETRENCHMENT

- 1. If the College determines that retrenchment is necessary, retrenchment shall be made in the following order within each affected program or discipline throughout the district:
 - a. Temporary faculty members
 - b. Probationary faculty members
 - c. Regular status faculty members
- 2. Retrenchment shall be made in inverse order of seniority throughout the district-wide affected program or discipline, provided the remaining faculty members have the necessary qualifications to teach the remaining

courses and/or perform the remaining duties. A faculty member is qualified to teach if they meet the minimum qualifications of the most recent job announcement or have taught the remaining courses within the last five (5) years.

D. NOTICE TO FACULTY MEMBERS

1. When the College determines that a retrenchment is necessary, the College shall:
 - a. Notify the affected faculty members and the Association within ten (10) working days from the date a final retrenchment decision is made.
 - b. Prior to implementation, provide the faculty member and the association an opportunity to present and discuss alternatives to retrenchment, such as reassignment or transfer.
2. If a retrenchment is necessary it must occur at the end of an academic year. Non-grant status faculty members to be retrenched at the end of their regular academic year shall be given written notice ninety (90) calendar days prior to the effective date of the retrenchment.
3. The effective date is defined as the faculty member's last day of employment.
4. The College will continue paying the employer contribution of health insurance premiums called for in Article 25 through August 31.

E. REASSIGNMENT CONSIDERATION

1. Faculty members who are 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 16 shall not apply to this situation. Failure to meet these requirements may result in the retrenchment of the faculty members from their previous positions.

2. The specified activities for affected faculty members shall be determined by the appropriate administrator after conferring with the members of the faculty members' 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.
3. Qualifications for positions shall be no more than what would normally be required of new hires.
4. Costs associated with such retraining may be borne by the College and/or may be loaned to the faculty member at the discretion of the college. Such a loan may be forgiven if agreed-upon conditions for the loan have been met.

F. RECALL PROVISIONS

A non-grant status faculty member affected by reassignment, transfer, or retrenchment shall have recall rights within his/her district-wide program or discipline for thirty-six (36) 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 faculty member another position at the College for which the College determines he/she is qualified. In such a case, the provisions of Article 11 would not apply.
2. 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 E 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 faculty member to the College.

5. A faculty member declining recall to a position of the same or greater salary as the position which he/she originally had shall forfeit further recall rights.
6. If a faculty member accepts a temporary position, regardless of the FTE or the time period which expires during the initial thirty-six (36) month recall period, then the recall period shall be extended. 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 five (5) years of recall from the original retrenchment date.

A recall at the same percentage level and in the same funding source as the original position constitutes a return to the faculty member's original status.

G. RIGHTS OF FULL-TIME GRANT STATUS FACULTY MEMBERS

1. Grant-funded faculty to be retrenched shall be given written notice ninety (90) calendar days prior to the effective date of the retrenchment unless the college is notified of a reduction in grant funds that does not allow for ninety days notice. In this case the faculty member shall be given notice of retrenchment within three days of the college receiving notification of the reduction in funding.
2. A grant status faculty member 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 and budget organizational unit provided the remaining faculty members within that grant and budget organizational unit 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 budget organizational unit, if the discontinued or reduced grant program is reinstated. Such recall rights shall extend for thirty-six (36) months after the effective date of the faculty member'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 and budget organizational unit as the original assignment which then expires during the faculty member's initial 36 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 funding sources or tracks; i.e., the initial funding source or track and the assignment funding source or track; and,
 - iii. there is a maximum of two (2) additional years of recall extension for a total maximum of five (5) years of recall.
 - c. return to the faculty member's original status when recalled at the same percentage level and in the same funding source as the original position; and,
 - d. have consideration for vacant positions which are considered "internal opportunities" for a period of time equal to the length of his/her employment, to a maximum of thirty-six (36) months provided the individual makes application for each position during the application period.
3. The college will continue paying the employer contribution of health insurance premiums called for in Article 25 for at least 60 days beyond the date of retrenchment.

ARTICLE 8—PERSONNEL FILES

A. MAINTENANCE OF FILES

The College shall maintain personnel files for each faculty member in the College Human Resources Department. These files shall be the official repository of all materials relevant to the faculty member's employment with the College, including but not limited to evaluations, letters of intent, payroll change authorizations, commendations, letters or other materials deemed appropriate by the College. Materials that are obtained confidentially by the College during the employing process and grievance processing forms 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

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.

1. Working files may be used to store all notes and work product of the immediate supervisor for an indefinite period of time, except as follows:
 - a. Materials developed for a faculty member's evaluation, such as goals and objectives, observation data, and summaries of conferences will be shared with the faculty member, and when appropriate placed in the official personnel file. If relevant and timely, such materials may be transferred to a new immediate supervisor.
 - b. Other materials given to the immediate supervisor for his/her information and which may require further investigation will, within 50 working days, either be placed in the official personnel file of the affected faculty member or destroyed.
2. Working files are confidential to the immediate supervisor or designee and the affected faculty member and will not be shared with anyone except:

- a. To discuss concerns with human resource personnel, or
 - b. To rebut new information introduced by a faculty member in any proceeding, or
 - c. If made part of the official personnel file in a timely manner and as set forth in this Article.
3. Materials from individual working files may not be utilized in any proceedings unless placed in the personnel files of the faculty member as set forth in this Section.

C. PLACEMENT OF MATERIALS AND REBUTTALS

1. Except for employment intent letters and employment contracts 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 ten (10) working days of any and all other documents to be placed in the faculty member’s personnel file and allowed to respond. Any written response of the faculty member shall be placed in the official file.
2. Faculty members may place in their files documents germane to their careers, like awards and citations. Documents must be on standard size paper and no more than two pages may be submitted in any one year.

D. INSPECTION AND USE OF FILES

The personnel and working 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 in accordance with such rules and regulations as the College may adopt.

E. USE OF OFFICIAL FILE MATERIAL

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

2. No materials in the official file more than seven (7) years old will be used in any proceeding conducted pursuant to the terms of this Agreement.

ARTICLE 9— PARTICIPATION/COMMUNICATION RIGHTS—PART-TIME/ADJUNCT FACULTY

- A. The College shall keep part-time/adjunct bargaining unit members informed of standard instructional practices. In order to meet this requirement, a faculty handbook shall be published and made available to bargaining unit employees. The text of the handbook shall be provided to the Association ten (10) college working days prior to official publication and made available to part-time/adjunct faculty.
- B. Part-time/adjunct bargaining unit faculty will be notified in no less than 48 hours in advance and may attend regularly scheduled meetings of their program and department, division, or the College. Each such instructional unit will establish the level of part-time faculty participation.
- C. Part-time/Adjunct members of the bargaining unit shall be included in the following committees (the number of part-time/adjunct faculty on each committee is denoted in parentheses): President's Advisory Council (2), Academic Standards Committee (2) and Opportunity Center Advisory Committee (2). Further, part-time/adjunct members of the bargaining unit may be included on any other committee established by the College. If insufficient numbers of members volunteer to serve on these committees after the normal recruitment process, the CFA president may appoint a member. If the committee positions are still unfilled, then the position will remain vacant.
- D. Part-time/adjunct bargaining unit members who are required to attend meetings described in Section B and those appointed to committees described in Section C shall be compensated for meeting attendance as provided in Article 23.
- E. For meetings not described above, compensation for actual time met will be as provided in Article 23.
- F. If any required meeting is cancelled without prior notification (48 hours or more), where the bargaining unit member is not the cause of the cancellation,

said faculty member(s) shall be compensated for one hour as provided in Article 23.

- G. Any substantive changes determined by the College to require training (e.g., Banner, website software, College Policies, Federal/State requirements, etc) will be with pay. The amount of required time and compensation will be per Article 23.B.6.
- H. A minimum of 20 minutes will be provided for the Association to present information during the New Part-time/Adjunct Faculty Orientation.

ARTICLE 10—FACULTY MEMBER EVALUATION

A. PURPOSE OF EVALUATION

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

1. To identify specific strengths and provide for formalized recognition of staff accomplishments;
2. To provide faculty a means for identifying their growth and professional development;
3. To identify weaknesses in faculty performance, and eliminate such weakness;
4. To identify special circumstances which impede effective instruction.
5. To help identify individual and in-service training requirements;
6. To provide continuing documentation for pay and promotional actions or to determine whether a faculty member's employment should be continued.

B. EVALUATION METHODS FOR FULL-TIME FACULTY

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 Section A of this Article.

1. All full-time faculty shall be given written notice setting forth which methods are to be used prior to the time data for evaluation purposes is gathered.
2. Faculty members being evaluated shall have a pre- and post-evaluation discussion with their immediate administrator . The absence of such meetings, however, will not invalidate the evaluation.
3. Video cameras used for public safety shall not be used for performance-related evaluations.

C. DEADLINE FOR RECOMMENDATIONS OF FULL-TIME FACULTY

Recommendations for continuing employment, salary placement, or promotional action, any or all of which may include an evaluation, as specified in Article 23, shall be in writing and shall be completed in accordance with the provisions of Article 23.

D. STUDENT AND PEER EVALUATION

To assist faculty in identifying their professional strengths and weaknesses, students and peers will be encouraged to evaluate faculty. These 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 which involves disciplinary action, termination, or non-renewal of full-time faculty. Copies of these evaluations shall be made available to the faculty member.

E. RESPONSE TO EVALUATION

The faculty member shall be provided a written or electronic copy of every official evaluation, and shall be afforded the opportunity to respond in writing

to any evaluations made. If the faculty member chooses to respond, then the response will be attached to the evaluation and placed in the personnel file.

F. PROBATIONARY FULL-TIME FACULTY EVALUATION

1. The probationary faculty member shall be provided a written job description, and access to guidelines for his/her evaluations and a full-time faculty handbook as early as possible during the first term of his/her employment.
2. The faculty member shall be evaluated at least once during each of the three years of probation. A faculty member can request up to two (2) additional evaluations during the first probationary period. In cases where probation is extended, there shall be one (1) additional evaluation during the additional three (3) terms.
3. Evaluations shall be in writing, identifying areas in which the immediate administrator notes that improvement is required, specifying performance objectives in such areas. The performance objectives to be improved are noted on the evaluation form.

G. REGULAR STATUS FULL-TIME FACULTY EVALUATION

1. A regular status faculty member may be evaluated when the College determines to do so. These evaluations will be done in accordance with accreditation guidelines. If the College determines not to evaluate a regular status faculty member for any reason, the lack of a formal evaluation shall not be used to justify denial of an increment or to support disciplinary action, termination, or nonrenewal.
2. An early warning notice of performance concern(s) shall be given in writing or electronically to a faculty member when it comes to the attention of the faculty member's immediate supervisor.

H. IMPROVEMENT PLAN—FULL-TIME FACULTY

A regular or grant status full-time faculty member receiving a “Need for Improvement” rating on an evaluation shall be offered an opportunity to become more effective through an Improvement Plan. The association will also be sent a copy of any Improvement Plan to help assist the faculty member. Further, the faculty member shall have the right to representation, upon request, at any and all meetings called by the College concerning an

Improvement Plan. The faculty member shall arrange for representation so that meetings regarding the plan shall not be unreasonably delayed.

1. The faculty member’s immediate supervisor shall hold a conference at which time the faculty member will be given a written improvement plan and will be allowed an opportunity to review the plan with the supervisor. The following applies to the improvement plan:
 - a. 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.
 - b. The following are some methods which may be utilized in implementing the Improvement Plan. This list is not intended to be exclusive.
 - i. Consultation with colleagues for purposes of assistance in problem areas.
 - ii. Reassignment of duties to facilitate improvement.
 - iii. Additional training or course work.
 - iv. Personal counseling.
 - v. Support and direction by immediate supervisors.
 - vi. Consultation with the Opportunity Center.
 - c. The faculty member’s right to confidentiality shall be maintained.

- d. Improvement plans shall include at least the five sections below with each section containing clearly stated item(s).
 - i. Standard(s) and/or deficiency(ies).
 - ii. Expectation(s) for each standard.
 - iii. How satisfactory achievement of each standard will be determined.
 - iv. Suggestion(s) for achieving each standard.
 - v. Monitoring, assistance, and feedback to be provided by the supervisor.
2. The faculty member will be given 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 days extension, for a total maximum of one hundred eighty (180) calendar days. The March 15 date for “Notice of Employment” or nonrenewal shall be extended until the end of the plan.
3. Normally, plan(s) would be extended to coincide with the end of a regular academic term. Whenever four (4) or more areas of performance needing 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 10.H.2. Both parts of the plan must be satisfactorily completed. Unsatisfactory progress or completion of part one will lead to section 10.H.5.
4. If, at the conclusion of the improvement plan, the faculty member has met or exceeded the level of performance outlined in Section 10.H.1, the immediate supervisor will notify the faculty member and the plan of improvement shall be discontinued.
5. Faculty members who fail to meet the expected level of performance may be terminated or nonrenewed as provided in Article 12.A.10.

I. GRANT STATUS FULL-TIME FACULTY EVALUATION

1. During the first three years of employment in a grant funded program, a grant status faculty member shall be evaluated on the same basis as a probationary faculty member.
2. In subsequent years such a faculty member shall be evaluated when the College determines to do so. These evaluations will be done in accordance with accreditation guidelines.

J. PART-TIME/ADJUNCT FACULTY EVALUATION

1. A part-time/adjunct faculty member may be evaluated when the College determines to do so. These evaluations will be done in accordance with accreditation guidelines. If evaluated, the faculty member will be provided an opportunity to respond. Both the evaluation and the response will be placed in the faculty member's personnel file. The College agrees not to place an evaluation in a faculty member's personnel file without providing him/her an opportunity to review and sign the evaluation.
2. To assist faculty in identifying their professional strengths and weaknesses, students and peers will be encouraged to provide feedback about faculty. Student feedback shall be made available to the faculty member.
3. Video cameras used for public safety shall not be used for performance related evaluations.
4. To assist experienced part-time/adjunct faculty in evaluating and improving their instructional performance and to assist such faculty in assessing their qualifications for potential full-time faculty positions, the College agrees to the following procedures.
 - a. Upon written request to his/her immediate supervisor, a faculty member in good standing who is currently on Step 5 or above on the salary schedule shall be formally observed and evaluated annually.
 - b. In a timely manner following the evaluation, the immediate supervisor shall meet with the faculty member to discuss his/her

performance and if requested, discuss the faculty member's qualifications and prospects for potential employment as full-time faculty.

5. Part-time/adjunct faculty on Step 4 will be evaluated, and must receive a satisfactory or higher rating, prior to the College moving them to Step 5. (NOTE: All other criteria for step movement will be maintained.). Student evaluations may not be the only component of faculty evaluation. A part-time/adjunct faculty member who receives a less than satisfactory evaluation may have the opportunity to advance to Step 5 in the following year if a satisfactory or higher evaluation is received.
6. If the College determines to not evaluate a part time faculty member for any reason, the lack of a formal evaluation shall not be used as the sole reason to deny a salary increment or to support disciplinary action. Conversely, the lack of a formal evaluation shall not nullify or restrict the College's right to take disciplinary action.
7. Part-time/Adjunct Faculty Performing Below Expectations

Faculty members who do not perform up to the College's expectation will be notified in writing and given a chance to improve before termination. The following procedure will be followed to provide an opportunity for the faculty member to improve their performance:

- i. supervisor will meet with the faculty member;
- ii. expectations will be outlined in that meeting;
- iii. a timeframe shall be given for improvement;
- iv. a notice of outcome shall be given at the end of the timeframe .

A faculty member may grieve only the misapplication of this procedure. Faculty members who do not improve sufficiently may be terminated. (See Article 12.B.)

ARTICLE 11— VACANT POSITIONS, NOTIFICATION, AND EMPLOYMENT

A. FULL-TIME FACULTY POSITIONS

1. DEFINITION OF VACANCY

A vacancy is defined as any full-time bargaining unit position which has been vacated by reassignment [greater than three (3) years], resignation, termination, retirement, or death; or any new bargaining unit position. 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 12.A.4.d, to specific reassignments of greater than three (3) years mutually agreed upon in writing by the College and the Association, or to full-time bargaining unit positions which have been retrenched.

2. POSTING OF VACANCY NOTICES

- a. In the event the College determines to fill a full-time vacancy as defined above, the College shall post notice of the availability of the position.
- b. The notice shall include the required qualifications and the approximate date the position will be available. Advertising and posting shall be for a minimum of twenty-one (21) calendar days.

3. SELECTION OF CANDIDATES

The College shall continue to include full-time professional staff in the process of selecting bargaining unit personnel. However, nothing herein shall be construed to limit the right of the College to exercise its sole discretion in the employment of personnel.

B. FACULTY POSITIONS

1. RIGHT TO HIRE

The College shall have the sole right to hire part-time instructional personnel. In the exercise of this sole right, the College agrees to:

- a. Provide reasonable notice of part-time employment openings; and
- b. Require an employment application from all prospective employees.

C. INTERNAL POSITIONS

All faculty may apply for internal faculty positions. Part-time faculty must be on a part-time teaching contract or have been employed with Chemeketa once during the preceding three terms.

D. APPLICATION UPGRADING

- a. Faculty members may upgrade information on their instructional application by electronically updating their on-line application on the Chemeketa job opportunities website.

ARTICLE 12—EMPLOYMENT STATUS

A. FULL-TIME FACULTY

1. PROBATIONARY STATUS

- a. 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) terms within the same academic year must be served to count as a full year of probationary status. The two (2) terms within the same academic year must be served consecutively unless the probationary faculty member has arranged for an (approved) leave of absence.

- b. After serving three (3) full academic years in probationary status, the faculty member may be required to serve one (1) additional year of probation when, in the judgment of the immediate administrator, the faculty member has not achieved the desired level of improvement outlined for him/her in accordance with Article 10 but has improved to the extent that the additional year of probation may allow him/her to make further improvement necessary to merit regular status. Extensions of probation must be approved by the appropriate administrator.
- c. Uninterrupted time spent in a temporary, grant, or experimental status shall be counted toward probationary status, except as noted in Sections 3 and 4.

2. REGULAR STATUS

A faculty member who completes a minimum of three (3) full academic years in probationary status shall attain regular status unless he/she was notified of nonrenewal in accordance with Section 6 below or of probationary extension in accordance with Sections 1.b, 4.d, 4.e, 4.f. The (3) full academic years must be served consecutively unless the probationary faculty member has arranged for an (approved) leave of absence.

3. GRANT STATUS

- a. A faculty member whose position is funded greater than 50% 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, the faculty member will not be designated “grant status” even if not included in the general fund.
- b. Grant status faculty shall have all the rights and obligations of a bargaining unit member except those limitations expressly imposed by the terms of this Agreement.

- c. Faculty initially employed for grant status positions shall be subject to the normal faculty recruitment and selection processes.
- d. Grant status faculty shall be given terminal employment contracts for not less than one (1) year or for the duration of the grant, whichever is less.
- e. Grant status faculty whose performance is satisfactory shall be offered reemployment in the same position, provided those job expectations have not changed, if the grant program in which the faculty member was employed is renewed for the ensuing year.
- f. A faculty member in “grant status” is not eligible to attain “regular status.” However, the faculty member who has attained regular status prior to accepting an assignment designated as “grant status” shall retain his/her regular status.
- g. Time spent in grant status shall apply towards the attainment of regular status if the faculty member is subsequently employed, without interruption, in a non-grant status position in the bargaining unit and when one of the following conditions are met:
 - i. The faculty member is hired to continue working in the same discipline and with the same job duties. All time spent in the grant status position shall apply towards attainment of regular status.
 - ii. The grant status faculty member with two (2) or more years of continuous bargaining unit service, hired for a general fund position, must satisfactorily serve an additional probationary period for three (3) academic terms before qualifying for regular status. The faculty member will have the option within the first twelve months of the probationary period to return to the prior grant status position as a grant status faculty member, provided the position still exists.
- h. For employment status purposes, it is understood that a self support position funded by monies greater than 50% from outside

sources/agencies (not for tuition reimbursement) is designated as grant status. A self support position funded by monies less or equal to 50% from outside sources/agencies is designated as general funded.

4. TEMPORARY REPLACEMENT STATUS

- a. A temporary replacement faculty member 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 faculty member.
- b. A temporary replacement faculty member shall have all rights and obligations of a bargaining unit member except those limitations expressly imposed by the terms of this Agreement.
- c. A temporary replacement faculty member shall be given a terminal employment contract for up to one (1) year.
- d. When a vacancy, as defined in Article 11.A.1, occurs and the temporary replacement faculty member has served for more than three (3) academic terms in that position, the temporary replacement faculty member will be placed on probationary status in that position if the faculty member has provided satisfactory service.
- e. Time spent in temporary replacement status shall apply towards the attainment of regular status if the replaced faculty member does not return to that position. However, there shall be a minimum of three (3) academic terms of normal probationary status once the position becomes vacated by the replaced faculty member before regular status can be obtained. Seniority will not accrue in an additional budgetary unit until the replaced faculty member no longer has any rights to return to the position currently being held by the temporary replacement status faculty member.
- f. A grant status faculty member who is hired as a general fund temporary replacement will not accrue seniority in an additional budgetary unit until the replaced faculty member no longer has any

rights to return to the position currently being held by the temporary replacement status faculty member. Once the position is vacated by the replaced faculty member, the grant status faculty member will be placed on probationary status in that position for a minimum of three (3) academic terms if the faculty member has provided satisfactory service. However, if a faculty member returns from their absence or if the grant status faculty member is not continued in the temporary position, the grant status faculty member will be returned to his/her former or similar grant position with the additional seniority gained as a temporary replacement.

5. TRIAL STATUS

- a. A faculty member who is hired into a non-general fund trial position for a limited period of time in order to evaluate the cost-effectiveness and need for the position shall be considered to be on “trial status.” If a faculty member who has attained regular status accepts a trial position he/she will retain regular status.
- b. Trial status faculty members shall have all the rights and obligations of a bargaining unit member except those limitations expressly imposed by the terms of this Agreement.
- c. Faculty members initially employed for trial status positions shall be subject to the normal faculty recruitment and selection processes.
- d. New faculty members hired on trial status shall be given terminal employment contracts for no more than one (1) year. Probationary or regular status faculty members currently employed less than 1.0 FTE cannot enhance their total FTE employment for more than one year through additional trial status employment.
- e. At the end of the trial period, if the faculty member’s performance is satisfactory and the College decides to continue the position, the faculty member will move to their entitled probationary or regular status. In this case, uninterrupted time spent in trial status will be counted toward the attainment of regular status and FTE minimum level.

6. RE-EMPLOYED STATUS

- a. The College may periodically re-employ retired full-time faculty members on a temporary replacement basis as full-time faculty to fulfill staffing needs when faculty vacancies are unable to be filled through traditional hiring processes. These faculty members are said to have “re-employment status.”
- b. Re-employment faculty members will be considered members of the bargaining unit represented by the Association.
- c. All contractual rights and benefits under this agreement and related memoranda of agreements will be afforded to re-employed status faculty members, except:
 - i. Re-employed status faculty members will be considered temporary replacement status faculty (Article 12.A.4).
 - ii. Re-employed status faculty members will be placed at their most recent salary step prior to leaving College employment.
 - iii. Re-employed status faculty members are not eligible for leave of absence benefits (Article 14) or sabbatical leave (Article 15) except as provided by state and federal statutes.
 - iv. Any sick leave balances a retired full-time faculty member had at the time of retirement will not be reinstated at re-employment.
 - v. Early retirement benefits (Article 25.G.2) will be deferred for re-employed status faculty members until the end of the re-employment, and will be based upon the last year of regular employment.

- vi. The College will report on an hour for hour basis for re-employed status faculty members with a PERS status of 07 (current PERS retiree). Re-employed status faculty members are responsible for staying within the calendar year working hour threshold established by PERS.

7. PROBATIONARY STATUS NOTICE

- a. A probationary faculty member may be non-renewed for any cause deemed in good faith sufficient by the College so long as such action is not arbitrary or in bad faith. Upon request the College shall provide the faculty member reasons for the non-renewal.
- b. The College shall provide written notice of the renewal or nonrenewal decision to the faculty member no later than March 15 if hired in September or not less than forty-five (45) calendar days prior to the expiration of his/her individual contract when initially hired after September.
- c. A notice of nonrenewal shall be sent by certified mail to the faculty member's last known address and shall include the reason(s) for the nonrenewal.
- d. If the College fails to provide such timely notice as provided in Section 6.b above, then an offer of continued employment shall be considered to have been made and the probationary faculty member may validate such offer by providing written notice to the College after fifteen (15) calendar days of the deadline for such notice, of his/her acceptance of the assumed offer.

8. LETTERS OF INTENT NOTICE

- a. An annual "Letter of Intent" will not be issued to regular status faculty members, unless there is a change in their employment status. Any change in employment status shall be provided in writing and received by the faculty member by March 15.

- b. All faculty members who are not on regular status and are being renewed, shall receive renewal notices including the terms and conditions of employment for the following academic year.
- c. A faculty member who has received notice of renewal or change in employment status shall notify the College in writing of his/her intent to continue employment within 15 calendar days of receipt of notice. Failure by the faculty member to respond in writing to the College's notification shall release the College from any additional obligation.

9. TERMINATION OF EMPLOYMENT

- a. The employment of a regular faculty member may be terminated for just cause.
- b. The employment of a grant status, or temporary replacement status faculty member may be terminated for just cause prior to the expiration of his/her individual contract.
- c. Any termination for inadequate performance shall be on thirty (30) calendar days notice.

10. COMPLETION OF EMPLOYMENT YEAR

Faculty members shall be considered to have completed a year of employment if they have been contracted for a full academic year at one-half or more of the workload for that year. Faculty members who begin service in midyear shall be considered to have completed a year of employment if they have been contracted for three academic quarters at one-half or more workload for that period.

B. PART-TIME/ADJUNCT FACULTY

Part-time faculty shall not, during the term of their contract, be terminated, reduced in rank or compensation without just cause. However, it is expressly recognized that the College may decline to re-employ any part-time faculty member for any academic, fiscal, or programmatic reason.

1. Except as stated below, contracts for part-time faculty are for one academic term.
2. The following faculty will be given three-term contracts (Fall, Winter, Spring) that will be effective the first day of the fall term.
 - a. Part-time faculty who are on Step 8 and who give notification according to Article 28.B
 - b. Adjunct faculty who have been designated by the college to teach above the part-time maximum in Article 1.B.b.

This provision does not guarantee the faculty member any number of ILCs.

3. The college will be allowed to deviate from the schedule of assigned classes during the term of the contract without penalty and will be under no obligation to replace the class for the following reasons:
 - a. At the sole discretion of the college enrollment in one or more of the classes warrants a cancellation of the class.
 - b. One or more of the classes in the assignment are needed to fill a full-time faculty member's full-time assignment in accordance with this agreement.
 - c. The college determines that the faculty member is not qualified to teach one or more of the classes.
 - d. One or more of the classes are rightfully assigned to a more senior part-time faculty member under 28.B.2.c.
 - e. The College determines that there are insufficient funds to run one or more of the classes.
 - f. The College determines to cancel the program containing the class.

The college and the union may establish a committee to refine the criteria arising from Article 12.B.3.

ARTICLE 13—SICK LEAVE

A. DEFINITION AND USE

Sick leave is defined as absence due to illness or injury of a faculty member or other absences consistent with Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

B. FULL-TIME FACULTY

1. ACCUMULATION

- a. At the beginning of each year, each full-time faculty member on a 180 day contract shall be granted a ten (10) day sick leave allowance; each faculty member on a 200 day contract shall be granted an eleven (11) day sick leave allowance; and each faculty member on a 230 day contract shall be granted a twelve (12) day sick leave allowance. The accrued but unused portion of sick leave shall accumulate to an unlimited number of days.
- b. At the beginning of the fourth year of full-time employment, but not in succeeding years, each faculty member on a 180 day contract shall be granted an extra three (3) days of sick leave.

2. USE OF SICK LEAVE

- a. Accumulated paid sick leave can be used for family illness or injury (see also Article 14-G) as long as it is consistent with the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Sick leave can be used in whole days when a faculty member is absent for a full duty day or incrementally for less than full days. A full day is counted as 8 hours for the purpose of this section.
- b. Accrued but unused sick leave is not payable on termination of employment for any reason. However, upon retirement the value of one-half (1/2) of accumulated sick leave may be added to the final year's salary for the purposes of determining final average earnings to be used in computing benefits under the Oregon Public

Employees Retirement System (PERS) in accordance with ORS 238.350 (355).

- c. Sick leave cannot be used beyond the qualifying period for Long Term Disability Insurance.
- d. Before a faculty member who has been on sick leave returns to work, the College may require a note from the member's physician certifying that the member is able to resume his/her duties.

3. TRANSFER FROM OTHER PUBLIC EMPLOYERS

Unused sick leave accumulated under employment with other Oregon Community Colleges, or with other public employers, as mandated by law, shall be transferred to the new faculty member's sick leave account.

4. WORKER'S COMPENSATION

The College will pay the first three day's salary of a faculty member on Worker's Compensation if such injury was the result of battery or assault while the faculty member was acting in their capacity as an employee.

C. PART-TIME FACULTY

1. A part-time faculty member shall receive two (2) hours per term of sick leave for each ILC of workload. Such leave shall be non-accumulative.
2. At the beginning of each fall term, the College shall establish a pool of 150 hours of sick leave. Part-time faculty whose illness or injury requires absence and whose sick leave in Section C.1 is exhausted may, upon request to the Human Resources Office, use up to an additional fifteen hours per year.
3. During the spring term of each year of this Agreement, the Association and the College shall review the usage of leaves under this article.

D. NOTIFICATION TO COLLEGE

Faculty members who are absent due to illness or injury may be required to keep their immediate administrators informed as to their physical status. Procedures for reporting shall be as specified by his/her immediate supervisor(s).

ARTICLE 14—LEAVES OF ABSENCE—FULL-TIME FACULTY

A. GENERAL LONG TERM LEAVES

1. A full-time faculty member may be granted a leave of absence without pay for up to two (2) years if the particular educational program for which the faculty member is responsible will not be adversely affected by his/her absence.
2. Requests for such leaves shall be submitted to the faculty member's immediate administrator in writing and must include a detailed explanation of the reason for the requested absence. Requests shall be submitted in sufficient time to allow reasonable time for review. A response to such a request will be given in time to allow the faculty member adequate notice of its disposition prior to the period for which the leave is being requested.

B. SHORT TERM LEAVES

Leaves of absence without pay for less than two (2) weeks will require the approval of the dean. Leaves of absence without pay for more than two (2) weeks, up to one (1) academic term, will require the approval of the College President. All other requests or leaves of absence without pay will require the approval of the College Board.

C. BENEFITS DURING LEAVE

During such unpaid leave(s) which exceed one (1) month in duration, the faculty member shall not accrue any benefits; however, the faculty member may arrange with the college to self-pay the costs of group insurance benefits, if approved by insurance carrier, for the duration of such leave.

D. RETURN FROM LEAVE

1. A faculty member returning from unpaid leave shall normally be placed on the salary schedule step earned at the time the leave was granted. However, if the leave was for an approved professional development activity and the faculty member establishes that the activity was satisfactorily completed, he/she will be placed on the same salary schedule step as that which would have been earned had the leave not occurred. In such event, not more than one (1) additional step may be granted.
2. Reinstatement of group insurance benefits shall be requested of the insurance carrier(s) but reinstatement shall be governed by the terms of the insurance policy or policies.

E. RETURN FROM LONG TERM DISABILITY LEAVE

1. A faculty member on Long Term Disability Leave that does not exceed one (1) year shall be returned from such leave to the same position and salary step assigned at the time the LTD leave was granted. A faculty member on LTD leave for more than one (1) year shall have a right of reinstatement for additional periods of one (1) year for each two (2) years he/she had been employed by the College prior to the commencement of his/her LTD leave, to a maximum of five (5) years. (See Appendix B.)
2. A faculty member who wishes to exercise his/her right of reinstatement under this provision shall notify the College of his/her availability for work and shall be reinstated to the first available assignment he/she is qualified to perform. Such faculty members shall be returned at the same salary step assigned at the time the LTD leave was granted.

F. PARENTAL LEAVE

1. Faculty who are becoming parents, either natural or adoptive, shall have the right to take parental leave for a maximum of one (1) year. Such leave shall be without compensation except as noted in section F-2 below.
2. Faculty may use accrued sick leave for parenting purposes for up to 12 weeks if such leave occurs during a period of normally active employment.
3. See also sections G and H below.

G. FAMILY MEDICAL LEAVE

1. Faculty may take family medical leave for up to twelve (12) weeks within a twelve (12) month period (i.e. rolling one-year period as defined by the College) for their own qualifying illness or another family member's qualifying illness as allowed by FMLA or OFLA. Family is defined under FMLA and OFLA as of the time of the leave. The faculty member must provide certification of the need for leave from a qualified health provider before the leave begins and periodically during the leave. Accumulated sick and personal leave must be used for such leave. A faculty member will start to utilize family medical leave from the first day from being qualified for its use. Insurance benefits during FMLA/OFLA leave will be covered as required by FMLA/OFLA. If a faculty member received insurance benefits during a period of leave and does not return after the leave, the College may recover premium costs for unpaid time.
2. At the end of the twelve (12) weeks, a faculty member who is unable to work because of his/her own personal illness or injury and who does not qualify for Long Term Disability, may use any additional sick leave hours they have accumulated in order to complete the academic year in which the leave occurs. The faculty member may request to use additional accrued sick leave in the subsequent academic year.
3. Faculty members who are unable to return to work following the twelve (12) weeks of FMLA/OFLA and who have exhausted all their sick leave

may request additional unpaid leave for a period of up to the end of the academic year in which the leave occurs.

H. RETURN FROM PARENTAL OR FAMILY MEDICAL LEAVE

1. Faculty members who take parental or family medical leave after completion of at least two (2) consecutive terms of an academic year will receive credit for a full year of experience; however, time spent on parental or family medical leave may not be applied toward the completion of the probationary period.
2. Except as provided in section H-1 above, faculty returning from parental or 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.
3. Upon request by the faculty member, the College may extend the leave beyond the time limit specified in sections F-1 or G above. However, credit on the salary schedule shall not be allowed for such extensions.

ARTICLE 15—SABBATICAL LEAVE—FULL-TIME FACULTY

A. PURPOSE AND DEFINITION

1. Sabbatical leaves are opportunities for professional growth and enrichment for full-time faculty and are encouraged by the College.
2. For the purposes of this article a sabbatical is for 100% leave time for one or more terms. A partial sabbatical is less than 100% leave time for one or more terms.

B. ELIGIBILITY

1. The College shall annually budget funds for faculty sabbatical leaves. Upon recommendation of the Sabbatical Review Committee, in accordance with its established guidelines and procedures, leaves shall be granted up to the annual maximum FTE equivalent of four percent (4%) of the full-time probationary and regular status (but not grant status)

members of the bargaining unit. Any approved partial sabbaticals will be prorated to a full-time equivalent (FTE) basis. This FTE will be totaled then rounded up to the nearest whole number to determine the number of sabbatical terms used. This rounded-up total will be used to determine the remaining number of terms of sabbatical leave still available.

2. Regular full-time faculty members who have completed six (6) years of service in the bargaining unit (unbroken by resignation) and who are in good standing shall be eligible for three (3) terms of sabbatical leave. Any approved partial sabbatical will be considered the same for that individual as a full 100% sabbatical in terms of eligibility and use (i.e.; a term of leave is a term of leave regardless of percent time of sabbatical for that individual).
3. After initial sabbatical eligibility is established, a faculty member shall become eligible for one (1) additional term of sabbatical leave for each additional two (2) years of full-time (or equivalent) service in the bargaining unit.
4. The maximum accumulation of sabbatical leave at any time shall be three (3) terms.
5. No accrual of sabbatical leave credits shall occur while the faculty member is on any leave. A resignation will eliminate any accrued sabbatical leave credit.

C. APPLICATION PROCESS

Sabbatical leave applications must be completed and submitted in writing to the requesting faculty member's immediate administrator not later than the third work day of the start of Winter Term of each year for leaves to be taken the following year. Completed forms, signed by the respective director and dean, must be submitted to the Sabbatical Review Committee no later than January 31. If all eligible leaves are not awarded by the April Board meeting, applications for a spring leave will be accepted until October 1. Sabbatical leave applications and procedures for preparing and processing of requests are available through the Sabbatical Review Committee and the employee Dashboard.

D. SELECTION PROCESS

1. The Sabbatical Review Committee comprised of six (6) members shall be appointed. Three (3) persons shall be appointed by the Association and three (3) persons by the College. Criteria for qualifications and procedures for the application of such criteria shall be determined by the Sabbatical Review Committee and be consistent with the purpose in section A.
2. The Committee shall review all applications and make recommendations on each applicant to the Instructional and Student Services Management Committee prior to the March meeting of the Board. Faculty members with approved sabbaticals will be officially notified by the College after Board approval in April.
3. If a faculty member declines an approved sabbatical, the Committee will reconvene to evaluate and recommend a replacement. Such approval, however, is subject to fiscal and/or time constraints on the College.

E. GENERAL GUIDELINES FOR SABBATICALS

1. The applicant's proposal shall be of value to self, department and the College.
2. The applicant's proposal should be related to previous experience or background.
3. The applicant's proposal shall be focused and definitive.
4. The applicant's length of service to the College and the number of sabbatical terms previously granted shall be considered.
5. A wide variety of research and/or experiential methods to accomplish goals shall be allowed.
6. A fair distribution of sabbatical opportunities to all departments/programs represented in the applicant pool shall be considered.

7. A proposal for 100% sabbatical leave time for one or more terms shall be given highest priority. If, as this point, there is still sabbatical leave available, partial sabbaticals will be reviewed and considered.

F. COMPENSATION

Compensation for salary, sick leave allowance, and personal business leave allowance for faculty members who are granted sabbatical leave will be seventy-five percent (75%) for each term of sabbatical leave.

1. Faculty members taking a full year's 100% sabbatical will be given two options for the seventy-five percent (75%) compensation.
 - Option 1: 75% pay during sabbatical year, then return for two (2) years at full pay.
 - Option 2: The difference between 75% compensation and 100% compensation shall be deducted equally over the twelve (12) months during the sabbatical year and twenty-four (24) months after returning, i.e., deducted over thirty-six (36) total months.
2. Faculty members who have never taken a sabbatical at the College and who have had at least ten (10) years of full-time service in the bargaining unit shall be compensated at eighty-five percent (85%) for up to three (3) terms of leave which must be taken within six (6) years of the commencement of the first term of leave.
3. All other faculty member benefits shall be maintained at the normal rate during the period of the sabbatical or partial sabbatical.
4. Any partial sabbatical shall be prorated financially. Salary will be averaged on a monthly basis over the individual's contract year in which the sabbatical leave is taken. Item #1 in section F is not available for partial sabbatical leave.

G. CONDITIONS OF LEAVE

1. A faculty member on leave shall file, each academic quarter during such leave, a report of his/her activities and accomplishments with his/her director.
2. Upon completion of the sabbatical leave the faculty member must return to the employ of the College for a period two (2) times as long as the duration of the leave. The College agrees that the employment offer will be of at least equal status to that held prior to the leave. Any partial sabbatical leave time shall be considered the same as a full 100% leave for required return time (e.g., one (1) term of any percent sabbatical leave time requires two (2) terms of return employment at the college).
3. In the event the faculty member fails to return to the employ of the College, he/she may be required to return any or all of the compensation received from the College during the period of the leave.
4. Faculty members returning from sabbatical leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.
5. Faculty on sabbatical leave shall continue to accumulate seniority in accordance with Article 7 as if the leave did not occur.
6. All written or other instructional materials developed as part of an approved sabbatical are considered joint property of the faculty member and the College.

ARTICLE 16— PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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 a faculty member is required to take by the College.

B. FULL-TIME FACULTY

1. PROFESSIONAL ACTIVITIES FUND

- a. Professional Activities Fund. Each academic year covered by this contract, each probationary, grant, trial, and regular status faculty member will have available at their request the sum of \$500 for travel and professional activities. Such funds, at the beginning of each academic year, shall be deposited into a professional development fund within the department.

Any individual unused professional activity funds shall be carried forward from academic year to academic year up to a total of \$2,000 per faculty member.

- b. ISS Professional Development Fund. The College will maintain a fund for the purpose of supporting faculty professional activities not fully funded by the Professional Activities Fund. Examples of such activities are: travel to make presentations at professional gatherings, travel to participate as an officer in a professional organization, or honoraria for faculty who make presentations for the professional growth of other faculty. Criteria for the awarding of funds and application procedures will be developed and administered by Instruction and Student Services (ISS). The criteria, application procedures, and amount of funds available will be made known to faculty members by the College at the beginning of each academic year.

2. TRAINING RELATED TO RETRENCHMENT

Training which may be elected by the faculty member for reassignment or transfer to avoid retrenchment or to activate recall is addressed solely in Article 7, and is not subject to Section A of this Article.

C. FULL-TIME FACULTY EDUCATIONAL LOAN PROGRAM

1. General Information

- a. A forgivable loan of up to \$40,000 is available to each full-time faculty member considering an educational program who meets the eligibility requirements outlined in following section.
- b. During the time the faculty member is taking a course(s), no interest will accrue and no payments will be due.
- c. Continued employment at Chemeketa Community College as a faculty member in the same discipline shall be accepted in lieu of monthly principal and interest payments. For every month that the faculty member remains employed, the loan balance shall be reduced by one month's payment. Amortization will be over 48 months and will begin at the completion of the faculty member's program. The amount forgiven may be considered taxable income by the IRS.
- d. The loan is only for tuition and fees and will be paid directly to the institution.
- e. The loan program cannot be used to pay for classes completed prior to being hired.
- f. If the faculty member discontinues or suspends the educational program prior to completion, monthly interest and principal payments will begin the month following discontinuation or suspension of the program. The loan accrues interest beginning on the first day of the month following discontinuation of the program at 6.0 (six) percent per annum, will be amortized over 60 months, and payments will be paid via payroll deduction. The College may allow a grace period before requiring payments in special circumstances.
- g. Any suspension of the educational program does not automatically extend the faculty member's obligation to complete the program by a pre-determined date, as discussed under Eligibility.

- h. If employment at Chemeketa is discontinued for any reason, all outstanding principal and interest become due three months following the date of separation.
- i. Funding for the Program will be reviewed by the College prior to March 1 for the subsequent year. If it is determined that there is not adequate funding for the year, the Association will be notified and new applications will not be accepted. Faculty members whose applications were previously approved will be allowed to borrow additional funds.

2. Eligibility

Full-time faculty members are eligible if:

- a. At the time of hire, they did not meet the educational requirement and a Master's degree, license, or certification was a condition of their employment, or
- b. Subsequent to being hired, the College determines that a Master's degree, license, or certification is required or desirable.
- c. The faculty member, at the time of application, shall not have been notified of substandard job performance within the last term or be on an improvement plan. Notices of substandard job performance or an improvement plan may disqualify current program participants from receiving future loan proceeds.
- d. The educational program must be from an accredited institution.
- e. The faculty must remain in good standing in the educational program.
- f. The application must be approved by the faculty member's Director/Associate Dean, Dean, and Director of Human Resources. The approval will be based on the eligibility standards stated in this section.

3. Reporting Requirements

- a. The faculty member is responsible for providing Human Resources with invoices in a timely manner. This may mean working with the educational program to arrange invoicing.
- b. The faculty member is required to submit notification within two weeks to Human Resources of any change in status. This includes discontinuation or suspension of participation in the educational program.
- c. Unofficial transcripts must be provided to Human Resources at the end of each term enrolled. An official transcript or certificate of completion must be submitted to HR upon completion of the educational program.

4. Procedure for Applying

- a. Applications are available in Human Resources and must be submitted to the Human Resources Department at least 30 days prior to starting course work. The form must be signed by the faculty member's Director/Associate Dean and Dean prior to submission. Once submitted to HR, the Director of Human Resources will approve or deny the application within 10 working days. The decision will be based on the eligibility standards stated in the Eligibility section.
- b. A signed loan agreement must be completed before any funds will be disbursed.

D. PART-TIME FACULTY

1. Part-time faculty are encouraged to attend appropriate in-service and orientation sessions. However, a part-time faculty member will not be reimbursed for attending general in-service or orientation sessions unless he/she has been required to attend by his/her supervisor.
2. For courses, workshops, seminars, and conferences which a faculty member is not required to take by the College, the College will set aside an

annual “dedicated professional development fund” of \$15,000 exclusively for the professional development of part-time faculty. These funds will be disbursed through an application process by the Opportunity Center. A maximum amount of \$500.00 will be made available for any part-time faculty member, on a first come, first serve basis.

3. Application for these funds will be at anytime during a faculty member’s employment. If there are unspent professional development funds as of May 1 in any year, a part-time faculty member who has received professional development funds for that year may request additional funds to pay for incurred expenses not previously reimbursed, on a first come, first serve basis.
4. All agreements to pay tuition and other expenses shall be reduced to writing by the faculty member’s supervisor.
5. Specifically excluded from reimbursement under this Article are expenses for incidental supervisory conferences and meetings a faculty member may be required to attend.

ARTICLE 17—BEREAVEMENT LEAVE—FULL-TIME FACULTY

A. PROVISIONS

1. In the case of death in the full-time faculty member’s immediate family or of a close personal friend, the faculty member shall be granted such time as is required up to three (3) working days leave with pay for the purposes of attending the funeral or making the necessary arrangements. Bereavement leave shall not accumulate from year to year.
2. Up to an additional five (5) working days may be granted when necessary for the purpose of travel connected with attendance at the funeral or making necessary arrangements or other special circumstances, which shall be deducted from accrued but unused sick leave.
3. Faculty members who exhaust all bereavement leave may be eligible for additional bereavement leave in accordance with Oregon Family Leave Act.

B. DEFINITION OF IMMEDIATE FAMILY

For the purposes of the Article, immediate family shall include: parent, child, spouse, domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, grandparent, grandchild, or a dependent who lives in the household.

C. NOTICE TO COLLEGE

The faculty member shall provide the earliest possible notice of his/her absence to the College.

ARTICLE 18—POLITICAL LEAVE—FULL-TIME FACULTY

A. PUBLIC SERVICE

A full-time faculty member who is elected or appointed to a full-time public office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay for the duration of such public service.

B. RUNNING FOR PUBLIC OFFICE

A leave of absence without pay for one (1) term shall be granted to any faculty member upon application for the purposes of running for political office.

C. RETURN FROM LEAVE

Upon his/her return, the faculty member still under contract shall be placed at no less than the same position on the salary schedule as he/she was at the time the leave was granted.

ARTICLE 19—PERSONAL BUSINESS OR EMERGENCY LEAVE

A. CONDITIONS FOR LEAVE

Personal business/emergency leave is for personal business not of a recreational nature.

1. Full-time

A full-time faculty member shall be granted up to two (2) days of non-accumulative personal/emergency leave with pay each year.

2. Part-time

A faculty member may use their sick leave hours (see Article 13) for personal/emergency leave.

ARTICLE 20—JURY DUTY

A. CONDITIONS OF SERVICE

Full and part-time faculty members shall be granted leave with pay for service upon a jury or when subpoenaed as a witness; however, such compensation shall be reduced by the amount the faculty member receives for such jury service or as a witness, excluding compensation for travel or expenses.

B. OBLIGATIONS TO COLLEGE

During the period of time a faculty member 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.

ARTICLE 21—TUITION WAIVER

A. ELIGIBILITY

The College agrees to waive tuition as allotted in Section B for any faculty member or member of his/her immediate family who enrolls in classes at Chemeketa

Community College. Such classes may be taken either with or without credit, including self-supporting classes (subject to Section E below). Immediate family for this purpose shall include spouse, children, step-children or legal dependents which meet the IRS dependent definition. Children, step-children, and legal dependents are eligible for tuition waiver until age 25.

Prior to registration, part-time member are responsible for supplying the College Human Resources Office proof of dependent status (such as showing a copy of previous year's tax form indicating dependent status). Proof can be submitted in person, through campus mail or by fax. The documents used to prove eligibility shall be shredded after eligibility is established.

B. ANNUAL ALLOTMENT

1. Full-time Faculty

Tuition waivers shall apply to a maximum of sixty-four (64) credit hours annually for each full-time faculty member employed for a full year. The annual allotment shall begin with the summer term and run through spring term. Waivers for full-time faculty members less than 1.0 FTE and/or less than full year shall be prorated based on FTE.

2. Part-time Faculty

- a. Part-time faculty members on Steps 1–4 shall be allotted 5 credit hours per term employed.
- b. Part-time faculty members on Steps 5–8 shall be allotted 8 credit hours per term employed.

3. Adjunct Faculty

- a. Adjunct faculty on Steps 1-4 shall be allotted 8 credits per term employed.
- b. Adjunct faculty on Steps 5-8 shall be allotted 12 credits per term employed.

C. **TIMELINES FOR USING TUITION WAIVERS FOR PART-TIME AND ADJUNCT FACULTY**

Such waivers may be used anytime within the current term or the ensuing four (4) terms, including summer.

D. **FACULTY ENROLLMENT IN CLASSES**

A faculty member may enroll in a class provided attendance does not interfere with the faculty member'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.

E. **SELF-SUPPORT CLASSES**

In no instance shall the faculty member or family member taking tuition-free classes be counted toward making minimum enrollment for self-support classes.

ARTICLE 22—CALENDAR

A. **ADOPTION OF CALENDAR**

Prior to official adoption, any proposed calendars affecting the bargaining unit will be referred to the Association for review and recommendation.

B. **FULL-TIME FACULTY**

1. **NORMAL WORK YEAR**

- a. The normal contract year, except as noted in B.1.d below, shall not exceed 180 days, including paid holidays.
- b. The work year may be scheduled in any three terms during an academic year (Summer, Fall, Winter, Spring); however, a teaching assignment will normally be for Fall, Winter, and Spring terms. With the consent of the full-time faculty member hired prior to June 30, 2005, or for any full-time faculty hired after that date, assignments may include any three terms of the academic year. In this circumstance, because of the unusual scheduling that occurs during summer term, the faculty member will be consulted prior to official assignment and schedule determination.

A faculty member who works Summer term as part of their 180-day contract will be credited for 55 days. A faculty member who does not work Fall term as part of their 180-day contract will need to add 15 days to other terms in order to complete their 180-day contract.

- c. At the faculty member's option, with consultation with the program/discipline members, and with the approval of the College, a faculty member's work year may be scheduled in four consecutive terms at a prorated work level for each of the four terms. The aggregated work performed during the four-term work year will be equivalent to that performed during the 180-day work year with a 35-hour work week. This option will require an annual agreement between the faculty member and the College.
- d. Faculty members may be initially hired for 200 or 230 day contracts. This will be considered their normal work year.

2. EXTENDED WORK YEAR

Full-time faculty members may upon request and with the approval of the immediate administrator work up to four (4) additional days where necessary in connection with preparation for an academic term.

3. PAID HOLIDAYS

Contract	Work Days	Holidays
180	175	5
200	193	7
230	219	11

The maximum number of paid holidays shall include Veteran's Day, Thanksgiving and the Friday following Thanksgiving Day, Martin Luther King, Jr. Day, Memorial Day, Labor Day, Fourth of July, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day.

C. NORMAL WORK PERIOD FOR PART-TIME/ADJUNCT FACULTY

- 1. Part-time/adjunct faculty members will not be expected to work on College observed national holidays that occur within their contracted period of employment.

2. During finals week, part-time/adjunct faculty members shall meet with students in a manner consistent with the program in which the class is taught.

D. COLLEGE FACILITY CLOSURE

In the event that a 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 or relocate any cancelled day(s) when the faculty member was otherwise required to report and require faculty to work without receiving additional salary. Part-time/adjunct faculty who, because of other employment commitments, are unavailable on the scheduled makeup day shall notify their supervisor and make alternate arrangements for class coverage.

ARTICLE 23—SALARY

A. FULL-TIME FACULTY

1. SALARY SCHEDULE

The salary index for the term of the contract is provided in Appendix A-1. The salary schedule, effective July 1, 2014, is set forth as Appendix A-2a. The base step for purposes of calculation shall be Step 13 (180 day contract). This schedule shall apply to all full-time 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.

Effective July 1, 2014, the salary table will be increased by 4.0%.

Effective July 1, 2015, the salary table will be increased by 1.5%.

Effective July 1, 2016, the salary table will be increased by 2.5%.

2. INITIAL PLACEMENT CRITERIA

- a. Initial placement on the salary schedule shall be at Step 3.

- b. The College President, or designee, may, in cases of special need, authorize the initial salary placement of a full-time faculty member at any step on the salary schedule.
3. In addition to the salary set forth in A.1., faculty who teach online will receive additional compensation. It is understood that this compensation is in lieu of an increase to the salary schedule set forth in A.1 above. The compensation is set forth below:
- a. When a faculty member teaches a CTV course, he/she will receive additional compensation of \$96.00 per credit hour per course.
 - b. When a faculty member teaches an online course for the first time, the instructor shall be paid additional compensation of \$300 per credit hour per course.
 - c. After the faculty member has taught an online course for the first time, he/she will receive additional compensation of \$48.00 per credit hour per course. Effective July 1, 2016, instructors who teach online courses after the first time will not receive any additional compensation for teaching an online course.

4. FULL-TIME EXPERIENCE

Full-time experience shall mean an accumulation of three (3) academic terms of teaching with an academic assignment of 50% or more.

5. STEP MOVEMENT

Annual step advancement on the salary schedule is dependent upon an evaluation which contains the recommendation for salary step placement for the following year. In the event that an evaluation has not been done in the preceding year, the faculty member will advance to the next step.

- a. A faculty member obtaining an annual performance rating of “Effective Performance” will receive one (1) step for the following year.

- b. A faculty member obtaining an annual performance rating of “Need for Improvement” may remain at his/her present step for the following year. Such a member will be evaluated. Where appropriate an Improvement Plan (see Article 10.H) will be developed by the member and the immediate administrator. The member’s immediate administrator will identify the problem area(s) and suggest methods of improvement.
- c. Step movement beyond the terms of this Agreement shall not be considered a continuation of this contract and is subject to the bargaining process.

6. COMPENSATION FOR EXTRA RESPONSIBILITIES

Full-time faculty members engaged in extra responsibilities beyond the normal contract responsibilities shall be compensated in accordance with the Part time Faculty Salary Schedule of Chemeketa Community College with the exception of on-line classes, which are covered in Section (e) below.

- a. Faculty who volunteer for additional teaching/non-teaching assignments shall be compensated in accordance with the Part-time Faculty Salary Schedule of Chemeketa Community College whenever such duties are outlined on that schedule.
- b. Faculty may also volunteer for extra responsibilities beyond the normal workload. If such extra responsibilities are not outlined on the Part-time Faculty Salary Schedule, then Article 23.A.1 is to be literally followed.
- c. Voluntary assignments shall be mutually agreed upon between the instructor and supervisor, and shall be confirmed upon signing a part time contract and/or submitting a signed timesheet seeking hourly reimbursement based on the Part time Faculty Salary Schedule.

- d. Part time salary for probationary faculty or grant funded faculty will be at Step 1 of the current part-time faculty schedule for the first year of employment, Step 3 for the second year of employment, Step 5 for the third year of employment, Step 7 for the fourth year of employment and Step 8 for the fifth year of employment
- e. Online. The development of any online course shall be paid at the same curriculum development rate as for all courses. A maximum of thirty (30) hours per credit hour will be authorized.

7. EXTENDED CONTRACT

Faculty members required to work more than their contract days shall be compensated for their additional days at the applicable per diem rate of 1/180, 1/200, or 1/230 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.

8. PERS/OPSRP PARTICIPATION

- a. The College shall not withhold from faculty members' monthly salaries the faculty member contributions/payments required by the Public Employee Retirement System (PERS) and/or Oregon Public Service Retirement Plan (OPSRP).
- b. The College shall "pick-up," assume and pay the six percent (6%) faculty member contribution for faculty members participating in PERS or OPSRP. The full amount of required faculty member contributions "picked-up" or paid by the District on behalf of faculty members pursuant to this Agreement shall be considered as "salary" for the purpose of computing a member's "final average salary" within the meaning of the law, but shall not be considered as "salary" for the purposes of determining the amount of faculty member contributions required to be contributed. Such "picked-up" or paid faculty member contributions shall be credited to members' accounts and shall be considered to be faculty member contributions for purpose of applicable law.

B. PART-TIME/ADJUNCT FACULTY

1. The salary schedules and indices for part-time/adjunct faculty are specified in Appendix A-2b and c for 2011. Levels A and B schedules are referenced and related to the full-time faculty schedule as follows:

Part-time Step	Full-time Step
1	1
2	3
3	5
4	7
5	9
6	11
7	13
8	15

The salary schedules and indices specified in Appendix A-2b and c shall not be deviated from except as provided through this Agreement.

For the length of this agreement, the part-time/adjunct salary schedule (lecture and lab ILC rate) shall be indexed to the 180 day full-time salary schedule at 58%.

The salary schedule for faculty on Step 8 will be indexed at 59%.

2. In addition to the salary set forth in Section 23.B.1., faculty who teach online will receive additional compensation. It is understood that this compensation is in lieu of an increase to the salary schedule. The compensation is set forth below:
 - a. When an instructor teaches a CTV course, he/she will receive additional compensation of \$96.00 per credit hour per course.
 - b. When an instructor teaches an online course for the first time, the instructor shall be paid additional compensation of \$300 per credit hour per course.
 - c. After the instructor has taught an online course for the first time, he/she will receive additional compensation of \$48.00 per credit

hour per course. Effective July 1, 2016, instructors who teach online courses after the first time will not receive any additional compensation for teaching an online course.

3. The college president, or designee, may, in cases of special need, authorize the initial salary placement of an individual at any step on the salary schedule.
4. The faculty member shall be awarded a salary step at the end of the quarter that causes the completion of 22 ILCs of teaching or 242 contact hours of teaching and/or non-teaching duties provided the member has not received an adverse supervisory recommendation. The payment of the awarded salary step shall occur the following quarter of employment. If a member is awarded more than one step in an academic year, said member can only receive payment for one step movement increase during that academic year. Hourly teaching credits toward advancement on the salary schedule, which were earned prior to the fall term of 1992, shall be converted to an equal number of ILCs. Any subsequent accumulation of teaching credits shall be based on ILCs taught. Level E shall continue to be calculated on a contact hour basis with 242 contact hours required for step movement. No member will be awarded more than one (1) step movement on the salary schedule in any academic year including summer quarter, with summer being the first quarter and likewise spring being the fourth quarter. "Awarded" as used in this section means earned, or qualified for. "Payment at" or "implemented," or "earning salary at that step" occurs at the next quarter of employment subject to this section.

5. WORKSHOPS/SPECIAL ASSIGNMENTS

- a. Part-time/adjunct faculty hired by the College for workshops or special assignments (Level D) shall be paid at rates determined by the College. The minimum hourly rate for such assignments shall be .062 times the lowest ILC rate contained in Appendices A-2d and A-2e.
- b. Faculty hired by the College for specific faculty level tasks of ESL assessment and placement, i.e. administering and interpreting tests for placing students and/or measuring their progress, shall be paid at the rate equal to 0.056 times the lowest ILC rate, and shall not count towards maximum workload.

- c. In special circumstances, as approved by the College president, classes which may evolve from Level D to Level A/B, shall have special assignment rights and salary placement which may exceed the required minimums to accommodate the College's needs
6. Any required meetings referred to in Article 9 shall be administered within the following guidelines:
- a. Required meetings which may occur as a reassignment, in lieu of contracted duties, shall not be paid additional compensation.
 - b. Required meetings which occur in addition to previously contracted duties, and any required meetings during end-of-term finals week shall be compensated as follows:
 - i. Compensation shall be at an hourly rate equal to .056 times the lowest ILC rate.
 - ii. Any one (1) required meeting shall be reimbursed for a minimum of two (2) hours.
 - iii. Adequate notice of any required meeting will be given.
7. If requested by the Director/Associate Dean for special circumstances and agreed to by the faculty member, office hours shall be provided by the member. Compensation shall be at the required meeting rate as provided in Section B.6 above.
8. Faculty required in their course/work assignment to drive to multiple work sites/campuses within the same day will be paid mileage by the College at the current IRS rate. Excluded from this provision are faculty who teach individual courses at more than one work site/campus.
9. PERS/OPSRP PARTICIPATION
- a. The College shall pay the faculty member contribution to the Oregon Public Employees Retirement System (PERS) for all eligible faculty members.

- b. Pursuant to ORS 238.074 and 238A.074, a part-time faculty member becomes eligible for PERS/OPSRP when his/her level of employment for the College reaches 0.375 FTE on a 12 month basis or 0.50 FTE on a nine month basis. These levels shall be deemed to have been reached when a faculty member teaches 27 ILCs or accumulates 429 contact hours over a calendar year for the College. These employment levels are illustrated below:
 - i. an average of 9 ILCs or 143 hours over three terms in a calendar year, or
 - ii. an average of 6.75 ILCs or 107.25 hours over four terms in a calendar year.
- c. The parties recognize that faculty member who do not fulfill the eligibility requirements in Section 9.b above, will only become eligible for PERS/OPSRP if their accumulated hours from multiple institutions satisfy the eligibility thresholds established by PERS/OPSRP.
- d. If qualified criteria are revised in state statute after July 1, 2009, the College may also revise these criteria to be consistent with state statute.
- e. The College will report hours to PERS on an hour-for-four basis for faculty members who are coded in the PERS system as “07” (PERS retirees).

ARTICLE 24—WORKLOADS

A. NORMAL TEACHING LOAD

1. Teaching Load Weights and Conversion Factors

Types of Assignment	Weight Factor	One (1) ILC Equals
Lecture	1.0000	1.0000 Lecture Hours
Lab	0.7000	1.4286 Lab Hours
*Select Writing Courses (See Appendix A-2b)	1.2500	.8000 Lecture Hours

[*Only when the fourth week enrollment report shows sixteen (16) or more students]

2. The normal maximum teaching load per term for instructional staff is fifteen (15) instructional load credits (ILCs), as defined in Section A.1 above. Workloads shall be applied on an annualized basis with the normal maximum teaching assignment as forty-five (45) ILCs.
3. All Learning Center classes at outreach centers shall be counted at lab credit (0.7000 ILC for each hour of instruction). Learning Center instructors will qualify for lecture credit as in number 1 above whenever scheduled as lecture sections using the same criteria.

B. ONLINE COURSES

1. First Right of Refusal

A full-time/adjunct/part-time faculty member who has initially authored an online course will be given first right of refusal to teach that course for the first four years after the course is developed. In order to exercise this right, the faculty author is responsible for submitting a written notice to the appropriate supervisor prior to March 1st, or the term prior to teaching the course during the same academic year that it has been developed, expressing a willingness to accept the specific teaching assignment for

the following academic year. First right of refusal status is not affected by summer term or non-contract term assignment assignments, or terms when the course is not offered.

2. The right does not apply in the following situations:
 - a. When the course has been developed by a team.
 - b. When the faculty member has modified or adapted a pre-developed course, whether by another faculty member, or third party.
 - c. When the instructor is no longer a full-time faculty unit member.
 - d. When the supervisor's unsatisfactory evaluation of the online course occurs after initial class offering.
3. Full-time faculty having authorship rights as outlined in Section 1 above have the right to designate authored classes as part of their regular workload, less than or equal to 100%, which may have been initially assigned as part-time above the regular workload.

C. LARGE CLASS SIZE

1. The college will provide maximum enrollment caps for all courses offered to be offered in the coming academic year on or before March 1.
2. Whenever a fourth week class enrollment, regardless of delivery method, is larger than the enrollment cap provided in C.1. The schedule of payment below shall apply.

CLASS SIZE*	EXTRA PAY**
100% = up to current department practice i.e., enrollment caps	No—Regular Workload Credit.
100% to 124%	No change from regular workload rate.
125% to 149%	Plus 25% of regular part-time contract for that class.
150% to 174%	Plus 50% of regular part-time contract for that class.
175% to 199%	Plus 75% of regular part-time contract for that class.
200% and above	Plus 100% of regular part-time contract for that class. Also see Appendix C, Section C-2.

*Any fractional percentage shall be rounded to the nearest whole percent.

**All extra pay shall be based on enrollments at the end of the fourth week of classes each term.

3. Classes that are above 124% cap shall only occur with the mutual agreement of the faculty member and his/her supervisor.
4. Final determination as to the percent a class is above the cap will be made at the end of the fourth week of the term.

D. FULL-TIME FACULTY

1. NORMAL WORK WEEK

- a. The normal work week for 1.0 FTE full-time faculty shall be thirty-five (35) hours per week on the campus or at their work station.

- b. The immediate administrator shall meet with the department or program areas to obtain input from faculty on concerns and alternatives related to schedules, workloads, and the addition of any new classes or courses. These meetings shall occur prior to the scheduling process.
- c. When a disagreement exists concerning the workload credit of a new class between the supervisor and faculty developing the class:
 - i. An appeals committee made up of two full-time faculty appointed by the Association from curriculum committee members, and two administrators appointed by the College will convene. This committee will review the workload and recommend a resolution to the difference of opinion.
 - ii. If the impacted faculty is not satisfied with the decision of the appeals committee, the decision on workload credit may be appealed to the Vice President of Academic Services for final resolution.

2. TEACHING LOAD—SPECIAL CIRCUMSTANCES

- a. ABE/GED and Career and Technical Education instruction conducted within the Corrections Department will continue to be offered an average of 22 contact hours per week with a maximum of 25 contact hours in any one week.
- b. High School Programs instruction will be offered an average of 22 contact hours per week.
- c. Section A.2 shall not prohibit the adjustment of workloads. It shall be the responsibility of the immediate administrator to fix and adjust workloads as circumstances warrant. If it is necessary for only a few in a program area to have an assignment less than or greater than forty-six and a half (46.5) ILCs the maximum ILC's in one year set forth in A2 of this article ILC's in one year, then an honest effort will be made to decrease in workload for them the following year.

- d. Normally, an instructor's assignment shall not require more than three (3) different lecture preparations per term. The immediate administrator shall discuss exceptions with the instructor. The instructor shall be given the opportunity to suggest alternatives prior to official assignment.

3. REGULAR TEACHING LOADS

If during the contracted three (3) term year a full-time faculty member's regular teaching load (other than that assigned through Article 28) exceeds the maximum ILC's indicated in Section A.2, forty-six and a half (46.5) the member shall, upon completion of the year, be paid for this overload. The total hours shall be paid on a pro rata basis on forty-six and a half (46.5) for all ILCs greater than forty-six and a half (46.5).

4. EQUIVALENT WORKLOADS

The additional compensation provided for in Section C of this Article shall not apply if, all things considered, the member's overall workload is substantially equivalent to that described in Sections A, B, and C, of this Article. Any disagreement with regard to whether such equivalency exists may be submitted as a grievance in accordance with Article 32 of the Agreement.

5. EQUITY OF ASSIGNMENTS

- a. Workloads and academic advising shall be divided equitably among the full-time faculty in each department and program area on an annual basis. The same faculty within a department or program area will not always be given an assigned overload. However, nothing in this subsection shall restrict a faculty member to volunteer for additional teaching/non-teaching assignments above a normal workload at any time.
- b. All additional assignments, voluntary or not, will count toward the faculty's annual workload.

6. QUALIFICATION FOR ASSIGNMENTS

A faculty member shall not be assigned to instruct classes or be given assignments, including distance education, for which he/she has not had preparation, either through education, training, experience, or informal study.

7. TEMPORARY ASSIGNMENTS

A full-time faculty member, who is given a temporary assignment outside their regular assignment and department, shall continue to accrue seniority within the bargaining unit and within their regular budgetary unit, and shall have the right to return to their regular position if still available, or to an equivalent position at the end of their temporary assignment.

8. PROGRAM CHAIRS

- a. Program Chairs shall be a regular status full-time faculty member, unless none are available and will be selected by the supervisor after consultation with program full-time faculty.
- b. Program Chairs will be designated on a voluntary basis. Program Chair duties are outlined in the Program Chair handbook. Changes to the duties of PC's will be made in consultation with CFA. Program Chair duties performed outside the regular academic year shall be paid at the faculty member's regular per diem contracted daily rate for a maximum of 10 days. Program Chairs will be released a minimum of 33%, from their regular assignment during the regular academic year to perform these duties, with the two exceptions;
 - i. programs containing two (2) or less FTE faculty
 - ii. Program Chairs that do not perform all A duties as listed in the Program Chair's Handbook may be prorated to a minimum of 4 ILCs per term.

- c. The length of appointment to a program chair position shall be two years. Appointments can be extended by consensus of the department/program members and the chair's supervisor.
 - d. Program Chairs shall not exercise final decision-making in hiring or determining the evaluation of a faculty member, nor shall they adjust grievances or discipline a member of the bargaining unit.
 - e. The evaluation of Program Chair duties will be separate in content from any evaluation that is described in Article 10, and will not be considered part of their normal faculty evaluation.
 - f. With a minimum of a thirty day calendar notice, a program chair may resign from the position effective at the end of the academic year and return to his/her regular faculty assignment.
 - g. Removal of a program chair shall not cause the separation of said person from the service of the College. Upon removal from the chair position, the faculty person shall return to their regular faculty assignment the following academic year.
 - h. The college and the association agree to jointly work to revamp the current Program Chair arrangement with the goal of streamlining the PC duties and having faculty be in the classroom.
9. The college is currently implementing a mandatory advising system. The college and the association agree to monitor the progress of the system through regular Contract Management meetings. If both sides agree that the system requires contractual language, a separate Memorandum of Agreement will be entered into.

ARTICLE 25—BENEFITS

- A. The College and Association will participate in a joint committee that will investigate alternatives to current insurance plans. Any findings or recommendations that could result in a change to the existing plans will be subject to the approval of the College and the Association. The addition of new plans will be subject to the approval of the College.

B. INSURANCE PLANS AVAILABLE—FULL-TIME FACULTY

1. For each eligible full-time faculty member who has elected to participate, the College will make available insurance benefits that are substantially similar to the existing plans (subject to availability):
 - a. Full Family Medical—choice of one:
 - 1) Preferred Provider Plan
 - 2) Health Maintenance Organization Plan
 - b. Full Family Vision Plan
 - c. Full Family Dental Plan
 - d. Faculty member AD&D/Group Life Plan—1.5 X Annual Salary, plus \$6,000 (Total maximum \$50,000)
 - e. Dependent Group Life—\$2,000
 - f. Faculty member Long Term Disability for 2/3 salary, maximum \$7,333 monthly, after ninety (90) calendar days

C. PAYMENT OF PREMIUMS FOR COVERAGES IN SECTIONS B-1

Any premium costs in excess of the College contribution will be paid by the faculty member.

1. Starting January 1, 2015, the College paid contribution for premiums of 1,286.91 shall be increased by the actual Portland CPI-U annualized average for 2013.

Starting January 1, 2016, the College paid contribution for premiums shall be increased by the actual Portland CPI-U annualized average for 2014.

Starting January 1, 2017, the College paid contribution for premiums shall be increased by the actual Portland CPI-U annualized average for 2015.

For the life of this agreement, the college will pay up to an additional \$30.00 per month towards the combined medical insurance. This will be prorated by FTE.

For the life of this agreement, the following will apply to full-time faculty who elect a plan with a Health Saving Account (HSA):

- a. The college will contribute \$30 per month to the employee's HSA.
 - b. For employees who contribute to the HSA account, the college will contribute an additional dollar-for-dollar matching contribution up to a maximum of \$20 per month.
 - c. Both college contributions (1 and 2) will be prorated for less than 1.0 FTE employees.
2. The College will pay the same percent of the premiums as the workload level when faculty have workloads less than one hundred percent (100%) subject to the provisions of Section B above.
 3. Full-time faculty on partial retrenchments shall have their premiums paid at the same level as their assignment just prior to the partial retrenchment subject to the provisions of Section B above.
 4. All disabled full-time faculty shall receive all insurance benefits through the period of their qualified recall right as specified in Article 7.F.

D. PAYMENT FOR PREMIUMS FOR COVERAGE IN SECTION B.1.f

Long Term Disability insurance premiums shall be deducted from the faculty's monthly pay.

E. DOMESTIC PARTNER COVERAGE—FULL-TIME FACULTY

Domestic Partner coverage will be available to those faculty who submit the notarized signed affidavit shown in Appendix C.

F. DUAL COVERAGE—FULL-TIME FACULTY

The College will provide coverage for only one spouse (partner) if both parties are employed by the College. Faculty with a spouse (partner) with College coverage will decide which employee will carry coverage or else the College will choose.

The college will pay a \$100 per month stipend to employees who are required to waive dual coverage because both spouses/domestic partners are employed by the college.

G. RETIREMENT OPTIONS—FULL-TIME FACULTY

1. PERS/OPSRP Retirement Plan: Full-time faculty who discontinue work and are eligible for PERS/OPSRP retirement benefits and have applied for these benefits and have at least five (5) years of salaried employment service with the College, and are not eligible for Medicare may receive and participate in the College's retiree medical insurance plan at their own expense. Further, contingent upon approval of the insurance carrier, retirees may enroll in the College's plan upon a change of life circumstances (prior to Medicare eligibility) resulting in loss of coverage for the retiree after the date of retirement.
2. Chemeketa Faculty Early Retirement Plan: Faculty member hired on or before September 30, 2005, who meet certain age, service periods and retirement dates are eligible for the faculty early retirement plan according to the requirements below:
 - a. Service and Age Requirement: Faculty who have reached the age of 55 but not yet 62 who have served the College for a minimum of ten (10) years of continuous service immediately prior to retirement or faculty members less than age 55 who have obtained 30 years of college salaried employment (full-time faculty, exempt, or classified) at Chemeketa Community College.

- b. Monthly Stipend Amount: The monthly stipend shall be four hundred dollars (\$400) for ten (10) years of service, plus ten dollars (\$10) for each year of service beyond the minimum ten (10) e.g. twenty (20) years of service earns a monthly stipend of five hundred dollars (\$500).
- c. Stipend Period:
 - i. Faculty who meet service and age requirements in 2a above and who retire on or before June 30, 2015 will be paid a monthly stipend for a maximum of four years up to the age of sixty-two (62).
 - ii. Faculty who meet service and age requirements in 2a above and who retire between June 1, 2015 and June 30, 2016 will be paid a monthly stipend for a maximum of three years up to the age of sixty-two (62).
 - iii. Faculty who meet service and age requirements in 2a. above and who retire between July 1, 2016 and June 30, 2017 will be paid a monthly stipend for a maximum of two years up to the age of sixty-two (62).
 - iv. Faculty who meet service and age requirements in 2a. above and who retire between July 1, 2017 and June 30, 2018 will be paid a monthly stipend for a maximum of one year up to the age of sixty-two (62).
 - v. Notwithstanding Subsection 2a, faculty who retire prior to age fifty-eight (58) will have the option of receiving the same amount of stipend calculated using the Monthly Stipend amount in 2.b. above and the Stipend Period in 2.c.i. through 2.c.iv. above, divided over the months between retirement and age sixty-two (62).

- d. The total monthly stipend will be subject to prorating for full-time faculty who have had reduced contracts during their employment with the College. The formula is:

(Sum of yearly percentage divided by total years = stipend percentage of assignments)
- e. Approved paid or unpaid leaves of absence, excluding sabbaticals, do not constitute a break in continuous service, but will not be counted as time served for this option.
- f. Faculty who retire under this option shall be able to participate, up to qualification for Medicare, in College group health insurance plans, including their spouse, and provided that the faculty member pays the premiums.
- g. Stipends or benefits are not transferable to a beneficiary in the event of the faculty member's death.
- h. A minimum of six (6) months notice must be given prior to the planned date of retirement. Normally, retirements should be effective at the end of an academic term. This requirement may be waived by the College President.
- i. For faculty who have birthdays during the breaks between their regularly schedule terms, a faculty member will qualify under Article 25.G when a faculty member's last working day (last scheduled duty day) is prior to the qualifying birthday (e.g., faculty completing working fall term, then have a qualifying birthday before the start of winter term). However, the last day of actual work (not the date of retirement) determines insurance coverage.

H. BENEFITS—PART-TIME/ADJUNCT

The college will contribute \$20,000 each year of the contract to a CFA administered health insurance reimbursement fund to be administered by CFA. The insurance fund will comply with the Affordable Care Act and the college retains the right to audit the fund.

ARTICLE 26—INSTRUCTIONAL AUTHORITY

A. INSTRUCTIONAL METHODOLOGY

Each faculty member will be given the initial responsibility to determine classroom discussion and method of presentation of the subject he/she teaches subject to the evaluation procedures as outlined in Article 10 of this Agreement.

B. SELECTION OF TEXTBOOKS AND/OR MATERIALS

1. Full-time faculty will initially select the appropriate textbooks and/or other instructional or informational materials for their subjects or areas of concern in accordance with the policies and guidelines as developed by the College. Upon approval of the immediate administrator, alternate textbooks and other instructional or informational materials may be utilized.
2. Part-time faculty will use textbooks and/or other instructional or information materials for their subjects or areas of concern in accordance with the policies and guidelines as developed by the College. Upon approval of the immediate administrator, alternate textbooks and other instructional or informational materials may be utilized.

C. PROVISION OF TEXTBOOKS, MATERIALS, AND/OR EQUIPMENT FOR PART-TIME FACULTY

Any program-required software, textbooks, or safety equipment as determined by the College and specifically for the instruction of a class in that program shall be provided for the part-time faculty member at no cost. The part-time member may be required to return equipment or supplies that can be re-used by the College.

D. DETERMINATION OF STUDENT GRADES

Faculty shall maintain the first right and responsibility to determine grades and other evaluations of students in accordance with guidelines published in the current Faculty Handbook. No grade shall be changed without

consultation with the faculty member unless, after a good faith effort, the instructor cannot be located for consultation. No immediate administrator shall change a grade unless there has been a miscalculation or misapplication of the grading criteria as specified in the course syllabus resulting in the assignment of an incorrect grade.

E. CURRICULUM AND PROGRAM REVIEW

1. Program Chairs from the affected program or discipline shall be consulted regarding scheduling, any curriculum, program, course changes or course development affecting their program curriculum prior to changes being made.
2. Full-time faculty members of the bargaining unit shall be included on the Curriculum Committee and Academic Standards Committee for the purpose of providing faculty input into curriculum and academic policy development and to maintain curriculum continuity and quality.

ARTICLE 27—ACADEMIC FREEDOM

- A. The purpose of this statement is to promote public understanding and support of academic freedom and professional responsibility to the students, to the community, and to Chemeketa Community College. This institution is being operated for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free expression.
- B. Academic freedom is essential to these purposes 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 the faculty member in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.
 1. A faculty member is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matters which have no relation to his/her subject.

2. A faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties and in concert with existing College policies and publications and printing.
3. A faculty member is a citizen, a member of a learned profession, and a member of the educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and as an education member, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances.
4. As a member of his/her institution, the faculty member seeks above all to be an effective teacher. Although he/she observes the stated regulations of the institution, he/she maintains his/her right to criticize and seek revision.
5. As a member of his/her community, the faculty member has the rights and obligations of any citizen. He/she determines the amount and character of the civic and community involvement outside the institution with due regard to his/her responsibilities within it. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the faculty member has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

ARTICLE 28—ASSIGNMENT OF OVERLOAD AND NON-CONTRACT TERM CLASSES

Article 28 is status quo through November 30, 2014.

The parties agree to continued work by the Article 28 subcommittee. The parties will be enjoined to negotiate language changes by November 30, 2014. The parties will use the April 22, 2014 assignment flowchart as a framework for continued negotiations.

A. APPLICABILITY OF ARTICLE

This article applies to the assignment of classes that are available after the assignment of regular teaching loads have been made for full-time faculty members.

B. ORDER OF ASSIGNMENT

When more than one faculty member has expressed interest in teaching a specific class covered by this article, the class will be assigned in the following order. This notice must be received in writing or email before the preceding March 1.

1. Full-time faculty members who have given written notice to the appropriate immediate supervisor of their interest in teaching specific classes for the subsequent Summer, Fall, Winter, and Spring terms.
 - a. This assignment preference is limited to classes in the program or discipline into which the faculty member was most recently hired.
 - b. This preference may be restricted by the College both for faculty members who are currently on an Improvement Plan (see Article 10) or probationary full-time faculty members.
 - c. During their assigned terms (Fall, Winter, Spring unless an alternative schedule has been approved), full-time faculty members are allowed to teach up to 25 ILCs beyond the normal work load. This restriction does not apply to their non-assigned term (normally, summer).
 - d. However, this option shall not be construed to permit a faculty member to bump another faculty member in a particular course who has already been assigned under the procedures set forth in this Article, whether or not a full-time member of the bargaining unit, except as required to give the member a full workload.

2. Part-time faculty members who have given written notice to the appropriate immediate supervisor of their interest in teaching specific classes for the subsequent Summer, Fall, Winter, and Spring terms and who meet the following criteria:
 - a. Have taught the course in the same supervisory area at the same location within the last three years, and
 - b. Are on Step 5 or higher of the salary schedule (Appendix A.2b and c), and
 - c. Have not exceeded the allowable assignment levels set forth in Article 1.

In any given term, the member cannot exceed the maximum of twelve (12) ILC's or four (4) classes, whichever is greater, in exercising these rights.

If two or more part-time faculty qualify because they are on Step 5 or higher, the first option will be given to the member who has accumulated the most hours in that course while a member of the bargaining unit. If the members have the same number of accumulated hours, determination of assignment shall be by lot. In the event such reassignment is not offered, the member may request from his/her supervisor the reason(s).

3. Qualified full-time faculty members who are requesting to teach courses outside the program or discipline into which they were hired or currently assigned.

C. NOTICE TO PART-TIME FACULTY

1. Prior to September 1 of each year, the College shall prepare a tentative master schedule of all classes covered under this contract for the regular academic year.
2. Assignment notification. The College will provide the following upon written request from a Part-time faculty member:

- a. Between September 1 and one (1) week prior to beginning of classes, the college will provide to Part-time faculty members, who have been employed by the College for any part of the two (2) immediately consecutive prior years, a proposed schedule of assigned classes for the coming academic year.
- b. For others, by the third week of the current term, a proposed work assignment will be provided for the following term.

The proposed assignment notification is not an enforceable employment contract. It is an expression of the College's tentative assignment plans based on information available at the time of notification.

3. Part-time-faculty members may discuss their proposed assignments with their supervisors prior to the beginning of any term to grant them the option of requesting modification of said assignments.
4. The College shall make an effort to avoid deviations from the proposed assignment notifications, but nothing in this Article shall limit the College's ability to deviate because of academic, fiscal, or programmatic reasons, or as set forth in Article 12.B,
5. In the event a class is canceled or the class is rightfully reassigned to another individual by the College seven (7) calendar days or less prior to, during, or after the first class meeting, the member will be paid for a minimum of two (2) hours. If a class is cancelled or reassigned after there has been student contact hours, the member will be paid for the contact hours and an additional two hours at his/her regular hourly rate of pay for the canceled/reassigned class.
6. The College and the part-time faculty member may, by the end of the second week of a term, mutually agree on a pro-rata contract for classes that are below the current minimum class size required of full-time faculty. Pro-rata contracts shall be calculated in the following manner: $(\text{actual class size} / \text{minimum FT class size}) \times 100$. At no time will a pro-rata contract fall below 50 percent of the faculty member's scheduled salary.

Minimum class size for continuing any class may vary due to special circumstances as determined by the College.

ARTICLE 29—FACULTY RIGHTS

A. CRITICISM OF PERFORMANCE

All faculty members shall be accorded treatment by their supervisors in a manner befitting the professionalism of both parties. Any criticism of performance, therefore, shall be made in confidence.

B. JUST CAUSE FOR DISCIPLINE

1. Part-time/adjunct faculty shall not be disciplined without just cause during the term of their contract.
2. Full-time Faculty members shall not be disciplined without just cause.

C. REQUIRED MEETINGS

Whenever any faculty member is required by the College to appear before the President, Board, any committee or member thereof concerning any matter which could adversely affect the continuation of that faculty member 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.

D. NONDISCRIMINATION

The College will not discriminate against a faculty member because he/she makes a complaint, whether the complaint is contractual or noncontractual.

E. PERSONAL LIFE

The College recognizes that the personal life of the faculty member is not an appropriate concern of the College except to the extent that such activity affects the faculty member's ability to do his/her job.

F. NOTICE OF RESIGNATION

A full-time faculty member desiring to terminate employment with the College are requested to notify their immediate supervisor 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 termination.

G. COMPLAINT PROCESSING

Students with a concern or complaint about a faculty member that would commonly be perceived to be less serious should be referred to the faculty member first. If the situation is not resolved at that level, it will be resolved at the instructional department/program level in consultation with the faculty member and the faculty member's direct supervisor. Examples of these types of complaints are grade disputes, pedagogical concerns, and professional differences.

More serious complaints that may result in discipline or that could otherwise impact a member's employment status shall be processed in accordance with the process described below.

As used in this process:

- i. "days" are defined to be calendar days.
 - ii. A complaint is resolved when the complainant retracts the complaint or the College determines that sufficient measures have been taken to address the complaint. However, a complaint of unlawful harassment or discrimination shall not be considered resolved solely because the complainant retracts the complaint.
1. Faculty Member Notification

Any complaint registered against a faculty member will be called to the attention of the faculty member, his/her immediate supervisor, and the Association Vice President (or designee) within fourteen (14) days of when the complaint was first received.

If the complaint was written, the faculty member, his/her immediate supervisor, and the Association Vice President (or designee) will be

given a copy of the complaint. If the complaint was made verbally, the faculty member, his/her immediate supervisor, and the Association Vice President (or designee) will be given a written summary of the complaint that includes the name(s) of the complainant(s).

2. Meeting with Complainant

The faculty member or immediate supervisor may request a meeting with the complainant(s). In such case, the College supervisor or 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).

3. Meeting with Faculty Member

If the complaint is not resolved after the notification in (1) and/or meeting in (2), the College supervisor or administrator in charge of processing the complaint will meet with the faculty member, his/her immediate supervisor and, upon the request of the faculty member, the Association Vice President (or designee) in an attempt to resolve the complaint.

This meeting will occur within fourteen (14) days of faculty notification in (1) unless otherwise agreed to by the parties.

4. Investigation

If the complaint is still unresolved after the meeting in (3) and the College determines there is sufficient reason to believe there may be merit to the complaint(s), then a formal investigation will begin. At this time the faculty member, and his/her immediate supervisor, and the Association Vice President (or designee) will be made aware that an investigation will begin.

5. Investigation Report and Rebuttal

The College will submit a written investigation summary to the faculty member, his/her immediate supervisor, and the Association Vice

President (or designee) immediately following the investigation. This submission signifies the end of the investigation. Within fourteen (14) days of receiving this report, the faculty member will be given the opportunity to respond to and/or rebut the findings of the investigation.

6. Record of Complaint

If the complaint is resolved or, following the investigation, the College determines that there is insufficient proof of merit to the complaint, then no record of the complaint will be placed in the member's personnel file and such complaint shall not be used against the faculty member in any future disciplinary action.

7. Just Cause

The College is not precluded from proceeding to disciplinary action (written reprimand, unpaid suspension, or dismissal) if there is just cause for discipline.

H. PRIVACY

1. The college recognizes that the primary purpose of security/surveillance cameras is to protect the College, employees, students, and visitors. The college may access and use video footage if it has a reasonable suspicion of a violation of law or college policies and the footage is accessed as part of a related or unrelated investigation.
2. Except for students receiving an accommodation through Disabilities Services, the college will recognize the right of instructors to prohibit students from electronically recording their classes without the permission of the instructor.

ARTICLE 30—OWNERSHIP OF INSTRUCTIONAL MATERIALS

A. COLLEGE OWNERSHIP

Instructional materials developed by a faculty member who is reimbursed by the College for the work, or the work is done as part of a regular College work

assignment, becomes the property of the College. The College has the right to print and use such materials so long as they are not published or sold for a commercial profit. Prior to college instructional materials being published or sold for commercial profit, the College will negotiate an agreement with the faculty member and a copy of the agreement given to the Association.

B. FACULTY OWNERSHIP

All instructional materials developed by a faculty member on his/her own time are deemed to be his/her property. Use of the published works of a faculty member by the College is accomplished by standard procedures through publishers. Any use or publication of other such materials by other staff members, by the College, or its designated agents, other than the developing person, is arranged through a negotiated agreement with the author and publishers.

All original instructional materials and practices (e.g. lecture notes, exams, assignments, worksheets, course activities, course resources, photos, or other creative works, etc.), not the property of the College, developed by faculty members, are available to other staff members only with permission of the originator. These materials may be voluntarily shared, or their use arranged through a negotiated agreement with the author(s).

C. TRANSFER OF COURSE MATERIAL

When circumstances require a change in a faculty member during a term, the new faculty member will be given the following college instructional materials:

1. An approved course outline (if a new course).
2. A syllabus as described in the Faculty Handbook except for those items listed in Section B above.

D. JOINT OWNERSHIP

College instructional materials developed as a part of an approved sabbatical are considered joint property of the faculty member and the College, unless other negotiated agreements are made with the author(s). A copy of negotiated agreements shall be given to the Association.

Continued use and rights of jointly owned instructional materials upon faculty retirement or severance shall be negotiated between the College and the author(s).

E. ELECTRONIC MEDIA

Electronic media made by a faculty member becomes property of the College with the restriction that they may not be sold or used for a commercial profit. The College has the right to use the electronic media without limitations to broadcast or show for all educational purposes over educational television, over commercial or governmentally owned or operated stations, and the internet, providing that the broadcast of such programs is on an on-going basis and not commercially sponsored. Use for commercial profit in any form may be arranged through a negotiated agreement between the party or parties involved or their designated agents, and the College. A copy of any negotiated agreement shall be provided to the Association within five (5) days of final signature.

ARTICLE 31—ASSOCIATION DUES AND FAIR SHARE FEES

- A. The Association will establish the dues and fair share fees for its members and will provide the College with this information. The College will deduct dues and fees from the faculty member’s paycheck each month according to the information provided by the Association.

The College will remit the dues and fees to the Association each month at no cost to the faculty member or the Association. Each month, the College will provide the Association the names of the persons whose fees the College has collected.

B. FAIR SHARE FEES

The College shall deduct an in-lieu-of-dues payment each month from the paycheck of each faculty member who is not a member of the Association.

C. HOLD HARMLESS

The Association shall hold the College harmless from any claims against the College as a result of deductions paid to the Association. This fair share agreement shall be construed to safeguard the rights of faculty members under ORS 243.666 (check).

ARTICLE 32—GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A “grievance” shall mean a complaint by a faculty member of the Chemeketa Faculty Association/OEA/NEA, 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. As used in this article, “days” are defined as calendar days. With the exception of the initial filing timeline set forth in Section C of this article, days on which the aggrieved is not under contract, days between terms, or days the aggrieved is on an approved leave shall not be counted without mutual agreement of the parties.

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 faculty member’s duties. The aggrieved may be accompanied by a representative of his/her choice when presenting the grievance at any step.

C. INITIATING GRIEVANCES

A faculty member shall be responsible for instituting the first step of the grievance procedure by presentation of a Grievance Conference Request Form (Appendix E) to the immediate administrator within thirty (30) days after the facts upon which the grievance is based first occur or first become known to the faculty member, or the grievance will be deemed waived.

D. STEPS

Grievances will be processed in the following manner and unless mutually agreed upon by the parties, within the stated time limits.

1. Step 1

- a. The aggrieved and his/her immediate administrator will meet to informally discuss the grievance, within fourteen (14) days after the faculty member's Grievance Conference Request Form is received, and make an earnest attempt to resolve the grievance. The Director of Human Resources or designee may get involved in the informal discussions to help resolve the grievance.
- b. If the grievance is not resolved informally, within fourteen (14) days provided in part a., it shall be reduced in writing by the aggrieved who shall submit it to the division dean within fourteen (14) additional 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.
- c. The division dean, or representative, shall review the grievance, arrange for necessary discussions, and give a written answer to the aggrieved with a copy to the Association and to the College President, within fourteen (14) 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 fourteen (14) days after receipt of the division dean's or representative 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 faculty member with a copy to the Association no later than fourteen (14) days after receipt of the written grievance.

3. Step 3

- a. Grievances not settled 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 twenty-one (21) days following the President's answer concerning the alleged grievance.
- b. Within fourteen (14) 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, 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.
- f. For part-time/adjunct faculty, it is expressly understood that this Agreement creates employment relationships that terminate, without condition, upon the expiration of an individual faculty member's contract. Consequently, the arbitrator has no power to make an award that confers continuing employment status, beyond the term of an existing employment contract, to any bargaining unit employee.

This prohibition against awards of continuing employment is absolute and unconditional, except as described in the paragraph below. The College shall not be obligated to comply with any award given by an arbitrator in violation of this section of the Agreement.

If an arbitrator finds that the college failed to assign a course to a part-time/adjunct member in accordance with Article 28 and determines that the appropriate remedy is to assign an equivalent course in a future term, the college will be obligated to pay the member an amount equivalent to what would have been paid for teaching the course in lieu of assigning the course.

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 faculty member 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 director or division dean in the event more than one is involved.
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. 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. 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 acceptance of the decision rendered at that step.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE 33—STATUS OF AGREEMENT

A. FULL AGREEMENT

Both parties agree that during the course of negotiations which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals and analyzing positions. The parties further assert that all obligations and benefits contained in the Agreement are the result of voluntary agreement. This Agreement contains the full and complete agreement reached on issues considered during negotiations.

B. MANDATORY SUBJECTS OF BARGAINING

All conditions of employment which are mandatory subjects of bargaining shall remain in effect for the duration of this Agreement unless mutually agreed to in writing.

C. CHANGES IN PERSONNEL POLICIES

Any time the College determines that personnel policies not covered by this Agreement should be amended or new personnel policies adopted, the College will provide the Association one (1) calendar month notice and an opportunity to respond prior to the time the amendment or new policy becomes effective.

D. SEVERANCE PROVISION

In the event that any provisions of the Agreement shall at any time be declared invalid by any court of competent jurisdiction, 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 and effect. If any mandatory provision is declared invalid and the subject or intent of the provision is still lawful, the parties shall enter into negotiations in accordance with ORS 243.698 to obtain language that is mutually satisfactory to implement the lawful subject or intent of the invalidated provision.

E. PRECEDENCE OF AGREEMENT

In the event that any provision of this Agreement is contrary to any policies adopted by the College prior to the effective date of this contract, the provisions of this Agreement shall then apply.

F. INDIVIDUAL EMPLOYMENT CONTRACTS

Any individual employment contract between the College and an individual, as defined in Article 1 of this Agreement, shall be subject to the terms and conditions of this Agreement. If such an individual employment contract contains language contrary to this Agreement, this Agreement during its duration shall be controlling.

G. DURATION

This Agreement shall be effective as of July 1, 2014 (unless otherwise noted) and shall remain in effect through June 30, 2017.

H. PAYROLL DEDUCTIONS AND ELECTRONIC TRANSFERS

The College shall continue for the life of this agreement payroll deductions and electronic transfers as permitted by law on the date of this agreement (e.g. credit union, association dues, fair share fees, tax sheltered annuities (TSA's), Chemeketa Foundation donations, scholarships) including but not limited to any portions that may be used for political purposes.

I. NOTICE OF MODIFICATION

If either the Association or the College desires to modify this Agreement for a successive term, it shall attempt to give as much advance notice as possible to the other party, preferably by December 1 of the academic year in which the Agreement expires. In the event such notice is given, the parties shall commence negotiations for a successor Agreement within 60 calendar days, or as otherwise mutually agreed upon, pursuant to ORS 243.650–243.782.

J. STATUS OF EXPIRED AGREEMENT

This Agreement shall be automatically renewed from year to year unless the College or the Association provides written notice to the other of its desire to modify the Agreement for a successive term or to terminate the Agreement as provided in Section I above.

K. PRINTING OF AGREEMENT

Access to the Agreement shall be provided to all bargaining unit members now employed or hereafter employed by the College. The College will provide printed copies to any bargaining unit members requesting one. An additional 75 printed copies of the Agreement will be provided to the President of the Association.

APPENDIX A-1
CHEMEKETA COMMUNITY COLLEGE
2014–2017 SALARY INDEX
Effective July 1, 2014

STEP	180 Day Index	200 Day Index	230 Day Index	STEP
15	1.10250	1.22500	1.34750	15
14	1.05000	1.16667	1.28333	14
13	1.00000	1.11111	1.22222	13
12	0.96000	1.06666	1.17333	12
11	0.92160	1.02400	1.12640	11
10	0.88473	0.98304	1.08134	10
9	0.84934	0.94372	1.03809	9
8	0.81537	0.90597	0.99656	8
7	0.78276	0.86973	0.95670	7
6	0.75144	0.83494	0.91843	6
5	0.72138	0.80154	0.88170	5
4	0.69253	0.76948	0.84643	4
Normal Starting Step 3	0.67175	0.74639	0.82103	Normal Starting Step 3
2	0.65160	0.72399	0.79640	2
1	0.63205	0.70228	0.77250	1

APPENDIX A-2a

CHEMEKETA COMMUNITY COLLEGE

SALARIED FACULTY SALARY SCHEDULE

Effective July 1, 2014

CHEMEKETA COMMUNITY COLLEGE 2014-2015 SALARIED FACULTY SALARY SCHEDULE Effective JULY 1, 2014									
STEP	180 DAYS			200 DAYS			230 DAYS		
15	\$75,109	\$ 6,259.08	\$ 417.27	\$83,454	\$ 6,954.50	\$ 417.27	\$91,800	\$ 7,650.00	\$ 399.13
14	\$71,532	\$ 5,961.00	\$ 397.40	\$79,481	\$ 6,623.42	\$ 397.40	\$87,428	\$ 7,285.67	\$ 380.12
13	\$68,126	\$ 5,677.17	\$ 378.48	\$75,695	\$ 6,307.92	\$ 378.48	\$83,265	\$ 6,938.75	\$ 362.02
12	\$65,401	\$ 5,450.08	\$ 363.34	\$72,667	\$ 6,055.58	\$ 363.34	\$79,934	\$ 6,661.17	\$ 347.54
11	\$62,785	\$ 5,232.08	\$ 348.81	\$69,761	\$ 5,813.42	\$ 348.81	\$76,737	\$ 6,394.75	\$ 333.64
10	\$60,273	\$ 5,022.75	\$ 334.85	\$66,971	\$ 5,580.92	\$ 334.85	\$73,667	\$ 6,138.92	\$ 320.29
9	\$57,862	\$ 4,821.83	\$ 321.46	\$64,292	\$ 5,357.67	\$ 321.46	\$70,721	\$ 5,893.42	\$ 307.48
8	\$55,548	\$ 4,629.00	\$ 308.60	\$61,720	\$ 5,143.33	\$ 308.60	\$67,892	\$ 5,657.67	\$ 295.18
7	\$53,326	\$ 4,443.83	\$ 296.26	\$59,251	\$ 4,937.58	\$ 296.26	\$65,176	\$ 5,431.33	\$ 283.37
6	\$51,193	\$ 4,266.08	\$ 284.41	\$56,881	\$ 4,740.08	\$ 284.41	\$62,569	\$ 5,214.08	\$ 272.04
5	\$49,145	\$ 4,095.42	\$ 273.03	\$54,606	\$ 4,550.50	\$ 273.03	\$60,067	\$ 5,005.58	\$ 261.16
4	\$47,179	\$ 3,931.58	\$ 262.11	\$52,422	\$ 4,368.50	\$ 262.11	\$57,664	\$ 4,805.33	\$ 250.71
NORMAL STARTING STEP 3	\$45,764	\$ 3,813.67	\$ 254.24	\$50,849	\$ 4,237.42	\$ 254.24	\$55,933	\$ 4,661.08	\$ 243.19
2	\$44,391	\$ 3,699.25	\$ 246.62	\$49,323	\$ 4,110.25	\$ 246.62	\$54,256	\$ 4,521.33	\$ 235.90
1	\$43,059	\$ 3,588.25	\$ 239.22	\$47,844	\$ 3,987.00	\$ 239.22	\$52,627	\$ 4,385.58	\$ 228.81

APPENDIX A-2b

Part-time (Adjunct) Faculty Salary Schedule Effective Fall Term 2014–Summer Term 2015

CHEMEKETA COMMUNITY COLLEGE PART-TIME (ADJUNCT) FACULTY BARGAINING UNIT SALARY SCHEDULE Effective Fall Term 2014 - Summer Term 2015											
LEVEL	DESCRIPTION	STEPS								LEVEL	
		1	2	3	4	5	6	7	8		
A	Lecture Credit Courses										A
	ILC Rates	\$ 555.00	\$ 590.00	\$ 633.00	\$ 687.00	\$ 746.00	\$ 809.00	\$ 878.00	\$ 985.00		
	Hourly Rates	\$50.4545	\$53.6364	\$57.5455	\$62.4545	\$67.8182	\$73.5455	\$79.8182	\$89.5455		
B/C	Labs (1 lab hr. = .7 ILC)	\$ 388.50	\$ 413.00	\$ 443.10	\$ 480.90	\$ 522.20	\$ 566.30	\$ 614.60	\$ 689.50	B/C	
	Hourly Rates	\$35.3182	\$37.5455	\$40.2818	\$43.7182	\$47.4727	\$51.4818	\$55.8727	\$62.6818		
	ABE/GED/HSC/ESL Labs										
	Agriculture Credit Labs										
	Health Care Skills Credit Labs										
	Laboratory Credit Courses										
	Physical Education Activity Courses										
	Science Credit Labs										
	Studio Art Classes										
	Technology Credit Labs										
	Trade Credit Labs										
	Vocational Preparatory Credit Labs										
Vocational Supplemental Credit Labs											
D	Workshops/Special Assignments (Bargaining Unit Rate) (See Article 23B.5)	Minimum = \$ 34.41 (CD = Curriculum Development Rate)								D	
E	Hourly Employees Rate Counseling CWE Coordinator Library Work	\$ 23.46	\$ 24.61	\$ 25.86	\$ 27.19	\$ 28.53	\$ 30.08	\$ 31.31	\$ 32.04	E	

Required Meeting (RM) Rate = \$ 31.08

Bargaining Unit (See Article 23-B1)

Curriculum Development Rate (CI) \$ 34.41

APPENDIX B—LONG TERM DISABILITY

1. The first day, identified by the attending physician, that the faculty member is unable to perform duties of their job, will be the first day of the 90 (ninety) calendar-day waiting period and will be considered as the beginning of their disability and the beginning of their recall period.
2. The following chart outlines the years of recall an individual will have as per Article 14, E-1.

Employment Years	LTD Period	Recall Years
1+	1 year or less	1
2	1+years	2
3	1+years	2
4	1+years	3
5	1+years	3
6	1+years	4
7	1+years	4
8+	1+years	5

To obtain a year of service, an individual must complete one-half or more of their assigned duty days. Example: 91 days or more of a 180-day contract. In no case will an individual have more than five years of recall rights.

APPENDIX C-2

**STATEMENT OF TERMINATION OF DOMESTIC PARTNERSHIP
(Submitted to Chemeketa Community College)**

I (name of employee) _____, affirm that the Affidavit of Domestic Partnership attested to and signed by me on (date of Affidavit) _____ shall be and is terminated as of this date.

Termination is due to:

_____ Termination of domestic partnership because of a change in one or more of the circumstances attested to in Section One of the Affidavit.

_____ Death of domestic partner.

Signature of Employee

Date

Received By:

Human Resources—Benefits Representative

Date

APPENDIX C-3

The parties met to discuss contract implications on the *Tanner vs. OHSU Oregon Appeals Court* case along with related issues. The parties have agreed on the following points:

1. Any place in the contract where the term “family” or “spouse” is used may include domestic partner.
2. The current affidavit for domestic partners must be signed and approved for receiving any benefit for a domestic partner relationship.
3. Both homosexual and heterosexual domestic partners shall be treated the same.
4. Signing the affidavit for any benefit is “constructive receipt” for all benefits available, even if some may be individually waived. “Constructive receipt” as used here is by IRS code and rulings.
5. The college may declare some benefits as “de-minimus” in cost and not assess taxes for those benefits; i.e., tuition waivers.
6. Tax assessments for domestic partner coverage shall be made wherever there are direct college costs for the coverage. If the employee believes tax refunds are due, he/she may apply for refunds from the appropriate agency.
7. If any state or federal agencies require different treatment later regarding tax assessment issues, the college shall adjust that practice as required.
8. Tax assessments required by IRS showing increased compensation benefits shall have no impact on PERS calculations.
9. The college will work with current insurance carriers to provide domestic partner coverage, however will only offer benefits when provided by that preferred carrier. Appeals should be made directly to any carriers not providing that coverage.
10. These domestic partner benefits beyond medical/vision/dental may be accessed beginning spring term 1999.

APPENDIX D

**Chemeketa Community College
Chemeketa 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 E

LIST OF PROGRAMS AND DISCIPLINES

Academic Transitions	Health & Human Performance
Accounting	Health Information Management
Anthropology	Hemodialysis Technician
Art	History
Apprenticeship	Horticulture
Automotive Technology	Hospitality & Tourism
Business Technology	Human Services
Chemistry	Journalism
Machining Technology	Languages/American Sign Language
Communication & Performing Arts	Library Services
Computer Information Systems	Life Science
Computer Science	Management
Cooperative Work Experience	Mathematics
Counseling & Advising	Medical Assisting
Criminal Justice	Nursing
Dental Assisting	Pharmacy Technician/Pharmacology
Distance Education & Academic Technology	Philosophy/Religion
Drafting Technology	Physical Science
Early Childhood Education	Psychology
Economics	Small Business Development
Electronics Technology	Sociology
Emergency Medical Technology	Speech Language Pathology
Engineering	Visual Communications
English/Writing	Vineyard Management
Farm Business Management	Welding Technology
Fire Protection Technology	Wine Business
Geography	Winemaking

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