

The Collective Bargaining
Agreement
Between
Central Oregon Community College
Board of Directors
And
The Central Oregon Community College
Faculty Forum

Effective July 1, 2014, through June 30, 2019

With Contingency Re-Openers (see Article 19)

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NON-DISCRIMINATION

It is the policy of the Central Oregon Community College Board of Directors that there will be no discrimination or harassment on the basis of age, disability, sex, marital status, national origin, ethnicity, color, race, religion, sexual orientation, gender identity, genetic information, citizenship status, veteran status or any other protected classes under Federal and State statutes in any educational programs, activities or employment. Persons having questions about equal opportunity and nondiscrimination should contact the Equal Employment Officer, c/o COCC's Human Resources office, 541.383.7216.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CENTRAL OREGON COMMUNITY COLLEGE BOARD OF DIRECTORS
AND
THE CENTRAL OREGON COMMUNITY COLLEGE FACULTY FORUM

ARTICLE 1 – RECOGNITION

1.1. Parties to the Agreement

This agreement is between the Central Oregon Community College Board of Directors (hereinafter called the “Board” or the “College”) and the Central Oregon Community College Faculty Forum, (hereinafter called the “Forum”), as the exclusive bargaining agent for members of the bargaining unit (hereinafter called “employee(s)” or “member(s)”) for the purposes of collective bargaining representation, as provided for in ORS 243.650 to ORS 243.782.

1.2. Members of the Bargaining Unit

The faculty bargaining unit shall consist of all full-time faculty and adjunct instructors employed on faculty or adjunct appointments approved by the Board.

1.3. Exclusions from the Bargaining Unit

Vice President, Deans, all persons on a notice of appointment (other than Adjunct Instructors), Classified Employees, ABS Instructors, Confidential and Supervisory employees, and all individuals on the administrative salary schedule shall not be included in the bargaining unit and no provision of the Agreement shall apply to them unless specifically so stated.

1.4. Academic Freedom

The College and the Forum agree that academic freedom is essential to the fulfillment of the purposes of education, and they acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching and research functions. Thus, (1) a 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 (2) a member is entitled to freedom in the classroom in discussing the subject(s) he/she is assigned, but he/she will be careful not to introduce into his/her teaching controversial matter which has no relation to the subject of the course.

1.5. Labor Management Committee

The President of the COCC Faculty Forum and the Vice President for Instruction at COCC will schedule regular meetings between COCC Faculty Forum representatives and COCC Administrative representatives in order to provide a forum to exchange information and discuss issues important to either party.

These meetings will be held at least monthly during the academic year. The President of COCC, the Chief Financial Officer (or designee), Instructional Deans and other administrators will be invited to participate as appropriate.

ARTICLE 2 – FORUM SECURITY

2.1. Dues Deduction

Upon written request, members of the bargaining unit may have monthly dues deducted from their paychecks. Such deduction will continue until the College has been notified, in writing, by the member that the deduction is to be changed or terminated. Such dues shall be paid in the aggregate to the Treasurer of the Forum, the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

2.2. Payment in Lieu of Dues

- (a) Any member of the bargaining unit who has not requested voluntary deductions of Faculty Forum Dues under 2.1 above or who has not certified in writing to the College that he/she has paid such Forum dues directly to the Forum shall be subject to a representation fee as defined in ORS 243.650 (10) and (16) and ORS 243.666 (1) and shall be subject to the provisions of this section.
- (b) Such requests for payroll deductions or certification of direct payment of Forum dues shall be made by the fifteenth (15th) day of the month following ratification of this Agreement.
- (c) The College shall deduct such representation fee, which shall be equal to the total dues paid by Forum Members.
- (d) The Forum and members of the bargaining unit agree to indemnify, defend, and hold the College harmless of all actions it takes in connection with the provisions of Sections 2.1 and 2.2 of this Article.

2.3. Non-jeopardy

The College and the Forum recognize the right of each member of the faculty to join or refrain from joining the Forum, and neither the College nor the Forum will discriminate against any employee because of his/her membership or non-membership in the Forum.

2.4. Forum Communications and Use of College Facilities

- (a) The Forum will be allowed the use of the facilities of the College.
- (b) The Forum shall notify the College when services should be charged to the Forum.
- (c) The Forum President may submit items for a Board meeting agenda provided that a written request, along with any background materials, is filed with the College President in accordance with current Board deadlines.
- (d) Copies of the agendas and the minutes of Board meetings will be furnished to the Forum at the same time as to the Board of Directors.
- (e) The College will provide the Forum with copies of the College policy changes which are being considered and which substantively affect faculty positions or significantly affect instruction prior to the Board of Directors meeting where the change is being proposed.

- (f) The College will provide public access to current policies and procedures that affect faculty. The Forum will be provided notice of all substantive changes as they occur.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1. Reservation of Management Rights

The parties of this Agreement recognize that the College retains and reserves to itself all rights, powers, duties, authority and responsibilities conferred on and invested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Education. The parties further recognize that the expressed terms of this Agreement shall be controlling over any College policy, administrative rule and regulation, and individual contract with any member of the bargaining unit that may be, in whole or in part, in conflict with the expressed terms of this Agreement. All management rights and those rights not modified or abridged by the expressed terms of this Agreement are reserved to the College.

ARTICLE 4 – NO STRIKES AND LOCKOUTS

4.1. Prohibited Activities

Inasmuch as there are other means, both by law and through this Agreement, for the resolution of disagreements that may from time to time arise during the term of this Agreement, the College and the Forum agree as follows:

- (a) During the term of this Agreement, the College shall not, as a result of a dispute with the Forum, deny employment to any member of the Forum or any employee covered by the terms of this Agreement. The foregoing shall not be construed to place any limitations or restrictions on the College's right to lay off employees, consistent with the terms of this Agreement.
- (b) During the term of this Agreement, the Forum and/or individual employees covered by the terms of this Agreement will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, refusal to report to work, mass absenteeism, or other interruptions or prevention of work or picketing. In the event of a violation of the above by the Forum or by the members of the bargaining unit, the Forum will immediately, upon notification by the College, secure an immediate and orderly return to work.
- (c) Notwithstanding the above, the College may also discipline, including discharge, any individual employee involved in any of the above defined activities.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1. Objective

It is the declared objective of Central Oregon Community College and the Forum to strive for a prompt and orderly resolution of all grievances and to provide an orderly and expeditious procedure for such resolution.

5.2. Grievance Definition

A grievance is hereby defined as a written allegation by **an individual** member of the Forum, or the **Forum itself**, that there has been a violation or inequitable application of a specific provision(s) of this Agreement by the College.

5.3. Time Limits

- (a) For purposes of this grievance procedure only, the term business days shall mean days when the College is open for business.
- (b) The time limits herein specified shall be binding on all parties.
- (c) Time limits may be waived or extended only by written mutual agreement of the grievant and the College and may not be waived or extended by an arbitrator. However, the parties agree to expedite the procedure whenever possible.

5.4. Informal Process/Administrative Channels

- (a) The College and the Forum agree that every attempt should be made to resolve grievances through informal meetings and discussions within the established administrative channels.
- (b) A faculty member or the Forum must initiate a grievance by written report to the immediate supervisor and to the Vice President for Instruction. This must be done within fifteen (15) business days of the occurrence of the event or condition that gave rise to the alleged grievance or within fifteen (15) business days from when the grievant or the Forum knew or reasonably should have known of the same.
- (c) The faculty member, his/her immediate supervisor (if appropriate), the Vice President for Instruction and a Forum representative will have fifteen (15) business days after the grievance request is filed for the purpose of resolving the grievance. Upon mutual agreement of the faculty member, the immediate supervisor, and the Vice President for Instruction, other persons may be invited to participate in this meeting.

5.5. Formal Procedure - Step One

- (a) If the grievance is not resolved informally according to 5.4, then within five (5) business days, the grievant, or the Forum as grievant, shall reduce the grievance to writing, date and sign it, and include the following: (1) the specific factual basis of the grievance; (2) the specific individuals involved; (3) the provision or provisions of this Agreement allegedly violated or applied inequitably to him/her; and (4) the specific remedy sought which will resolve the grievance. This first written document shall contain the full and complete statement of the grievance. After filing, no new allegations may be added. The document may be amended for clarification only.
- (b) The Vice President for Instruction shall be given the written grievance and will note receipt of the same by countersigning and dating the original. The Vice President for Instruction shall give a copy of the signed grievance to the grievant and the Forum.
- (c) The Vice President for Instruction shall respond to the grievance to the grievant and the Forum, in writing, within five (5) business days after receipt of the signed and dated grievance.

5.6. Formal Procedure - Step Two

- (a) If the grievance is not resolved to the satisfaction of the grievant or the Forum after receipt of the Vice President for Instruction's response in 5.5(c) above, the grievant or the Forum may submit the written grievance to the President of the College; however, the written grievance must be filed with the President's Office within five (5) business days after the receipt of the Vice President for Instruction's response.
- (b) The President shall give his/her written response to the grievance to the grievant and the Forum within five (5) business days after his/her receipt of the timely filed, Step Two, written grievance.
- (c) Voluntary Mediation: By mutual agreement of the President of the College and the President of the Forum, the parties may attempt to resolve the grievance through mediation. Selection of the mediator shall be by mutual agreement. Costs of the mediator shall be borne equally by the parties. Settlement offers made during the mediation process may not be used as evidence during the arbitration.

5.7. Formal Procedure - Step Three

- (a) If the grievance remains unresolved to the satisfaction of the grievant or the Forum after receipt of the President's written response in 5.6(b) above, the grievant or the Forum may, within fifteen (15) business days of the receipt of the President's response, submit a written notice to the President requesting that the grievance be arbitrated. The written concurrence of the Forum President is required to process any grievance to arbitration.
- (b) Upon receipt of such written request for arbitration, the President and the Forum President, or his/her designee, shall jointly request a list of seven arbitrators from the Oregon Employment Relations Board list of Arbitrators. The parties will strike alternately from the list until a single arbitrator remains, with the first strike to be determined by coin-toss.
- (c) The arbitrator shall set a time and place for a hearing on the written grievance mutually satisfactory to the College and the Forum.
- (d) The arbitrator shall hold a hearing on the grievance and, after hearing such evidence as the parties' desire to present, and consistent with the terms of this Agreement, the arbitrator shall render a written decision to the parties within thirty (30) calendar days of the hearing. A decision of the arbitrator shall, within the scope of his/her authority as provided below in 5.7(e) and elsewhere in this Agreement, be binding upon all parties.
- (e) The arbitrator shall neither add to, subtract from, nor modify the terms and provisions of this Agreement. The arbitrator shall confine his/her decision solely to the application and/or interpretation of this Agreement and to whether or not it has been violated as alleged in the written grievance.

5.8. Miscellaneous

- (a) The names of any witnesses who will be used in arbitration must be made known to the other party at least forty-eight (48) hours prior to the first arbitration hearing. Issues not presented in the first two Steps above (5.5 through 5.6) may not be presented at Step Three (5.7).

- (b) All costs and expenses (other than the arbitrator's fees and expenses) including, but not limited to, producing witnesses and evidence, shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence. The fees and other expenses of the arbitrator shall be shared equally by the College and the Forum.
- (c) A grievant may be represented at any step of this procedure by him/her, or, at his/her option, by a representative of the Forum or a representative of the grievant's choice.
- (d) Meetings and hearings called for in this grievance procedure shall be held and conducted in private in order to ensure confidentiality; however, the hearing under 5.7 (d) above may be opened to the public by mutual agreement of the parties.
- (e) All meetings and hearings held under this grievance procedure shall occur after the regular work day or at other times which do not interfere with assigned duties of faculty; provided, however, the parties may mutually agree to hold the arbitration hearing at a time other than specified herein.

ARTICLE 6 – FACULTY APPOINTMENTS

The individuals who teach at and for Central Oregon Community College are classified as full-time tenured faculty members, full-time probationary faculty members, full-time temporary faculty members, adjunct instructors, and part-time instructors.

6.1. Adjunct Instructors

The College employs, under a teaching notice of appointment, selected individuals for limited instructional services. Persons employed in this category shall be provided benefits under the agreement solely as prescribed in this collective bargaining agreement for adjunct instructors. Adjunct faculty members who are assigned at the start of the fall term at least 24.5 load units for the succeeding academic year or at least 30 load units for the succeeding calendar year shall be recognized as members of the bargaining unit and given a yearly Notice of Appointment as adjunct instructors. Appointment does not, in any way, propose, indicate, or promise a continuation of appointment or a new appointment. Notice of non-renewal is not required for an adjunct instructor.

- (a) The qualifying load units shall include both teaching and other assignments, as determined mutually by the Faculty Forum and the administration.
- (b) In the event actual load units fall below the projection, the adjunct faculty members will maintain both benefits and unit membership for the duration of the period specified in the Notice of Appointment. If the adjunct instructor declines load units, benefits and unit membership may be reduced or terminated.
- (c) The renewal of an adjunct member's employment is entirely at the discretion of the College. Except for the applicable provisions of Article 10, adjunct faculty shall have no property interest in their employment with the College.

6.2. Full-time Faculty Members

- (a) This category of personnel of the College refers to and is limited to those members whose principal role is providing instructional services on a full-time basis over the full academic year.

This category also includes librarians and department chairs whose services are provided on a full-time basis over the full academic year, unless they are specifically contracted in another category of personnel. This category of faculty member is further subdivided into the following:

- (b) Temporary. The individual in this category is appointed for a limited period of time, often a single academic year. Appointment does not, in any way, propose, indicate, or promise a continuation of appointment or a new appointment. Notice of non-renewal is not required for a temporary faculty member. During this appointment, temporary faculty members are expected to participate in departmental work and advising, in addition to the primary assignment. Full time temporary faculty members may also participate in appropriate college committees during the term of their contract year if elected or appointed according to the Faculty Forum process.
- (c) Probationary (Tenure Track). Appointments to probationary status are for one (1) academic year and are subject to annual renewal solely at the discretion of the College. The probationary period at Central Oregon Community College will normally be five (5) consecutive years in duration, with the understanding that each annual appointment is subject to renewal by the College. Further, in cases where the College finds that a probationary faculty member needs an additional year in which to extend or complete his/her professional competence beyond the completed five (5) academic years, the faculty member's probationary period may then be extended to include a sixth (6th) academic year. Completion of a probationary period does not automatically confer, promise, or guarantee that the member shall be elevated to tenured status, nor does completion of the probationary period imply, confer, promise, or guarantee future employment.
- (d) Tenured. Faculty members who have been awarded tenure by the College Board of Directors are in this category. Appointments with tenure shall be thus specified until the retirement or resignation of a faculty member and, subject to the provisions and procedures specified in Articles 10 and 11 are dismissible only for adequate cause or reduction in force.

6.3. Policies

The parties to this Agreement agree that the College reserves unto itself the exclusive right to implement or make changes in the applicable policies and regulations dealing with the acquisition of tenure in all of their aspects as the College deems appropriate; provided, however, that such changes:

- (a) Shall not affect the provisions of 6.2 (d), above, during the term of this Agreement;
- (b) Shall not affect the provisions of article 10 during the term of this Agreement; and
- (c) Shall become effective after prior consultation with the Forum through the established formal committee processes of the College or through any other mutually agreed upon process.

ARTICLE 7 - SALARY COMPENSATION

7.1. Salary Schedules (See Addendum A)

- (a) The full-time salary schedules for fiscal years 2017-18 and 2018-19 are listed in Addendum A-1 of this agreement.

For both 2017-18 and 2018-19, there are adjustments to the schedule of the following cells (these adjustments are noted in Addendum A-2 of this agreement):

Associate Professor, Steps 13, 14 and 17 for 2017-18; and Step 17 for 2018-19.

Professor, Steps 17, 18, 19, 20 and 21 for 2017-18; and Steps 20 and 21 for 2018-19.

Additionally, there will be one-time payments, as noted in Addendum A-2, made to faculty who are, in 2016-17, at Associate Professor Step 17 and Professor Step 21, and those who move onto Professor Steps 20 and 21 in 2018-19.

- (b) Evaluations. Faculty members who receive satisfactory evaluations in any year of the Agreement will be moved one step on the scale, unless the faculty member is at the end of the scale. If a faculty member receives an unsatisfactory evaluation due to the required reports (Professional Improvement Plans, student evaluations, Annual Report of Activities) being 1 year or more overdue, no step will be awarded the following year.
- (c) Sufficient funds will be budgeted to allow promotions as approved by the College.
- (d) Other adjustments shall be allowed as approved by the Board.
- (e) The College shall pay its employee members' six percent (6%) employee contribution to the Public Employees Retirement System (PERS). Such payment of employee members' monthly contribution to the System shall continue for the life of this Agreement.

The full amount of required employee contributions paid by the College on behalf of employees shall be considered as "salary" within the meaning of ORS 238.005 for the purpose of computing an employee's "final average salary" within the meaning of ORS 238.410 but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 and shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.215.

- (f) Full-time faculty members newly contracted for work shall be placed on the schedule in effect as determined by the College. A record of such placement shall be maintained in the Office of the Vice President for Instruction. Should the College decide to advertise a position at a salary higher than the standard hiring range established by the College for that year, the President of the Faculty Forum will be notified prior to posting the position. All new placements shall be reviewed each fall with the President of the Faculty Forum.
- (g) The President of the College shall have the authority to recommend an increase to the salary of any faculty member.

7.2. Overloads and Summer Session Pay

- (a) Payment per load unit for overloads for full-time faculty members at any rank shall be according to the schedule below:

45.1 LU – 48 LU	\$750
48.1 LU – 53 LU	\$560

- (b) Payment for summer term, or the off quarter, for faculty with an alternate contract year [see Article 8.7 (b)] for tenured or tenure track faculty shall be \$850 per load unit. During the Summer term, or the off quarter, tenured or tenure track faculty may receive additional compensation for teaching instructional events designed to generate income beyond the usual tuition and fees, at the discretion of the Vice President for Instruction or his/her designee.
- (c) Normally no more than 16 load units will be assigned to an individual faculty member during summer term without the approval of the Vice President for Instruction.

7.3 Adjunct Compensation (See Addendum B)

- (a) All salary increases are merit plus time based. The adjunct instructor must have met the minimum time and be recommended by the department chair(s) for an increase.
- (b) Salary increases occur at the beginning of the academic year, if department evaluations are on file, and if the deans approve such increases. The adjunct salary schedule for 2017-18 and 2018-19 is contained in Appendix B of this Agreement.
- (c) The first step of the adjunct salary schedule for 2017-18 is set at 53.0% of the first step of the Assistant Professor I salary divided by 45 (\$559). Each subsequent step of the 2017-18 adjunct salary schedule adds \$18.

The first step of the adjunct salary schedule for 2018-19 is set at 53.35% of the first step of the Assistant Professor I salary divided by 45 (\$573). Each subsequent step of the 2018-19 adjunct salary schedule adds \$17.

ARTICLE 8 – TEACHING ASSIGNMENT, COMPENSATION, AND AGREEMENTS

8.1. Assignment for Loads

As defined here, a full load will be forty-five (45) load units per academic year. Loads are analyzed on a quarterly basis by the College for planning and scheduling procedures but shall be computed for obligation purposes at the end of each academic year, or in accordance with Article 8.7

(b) for faculty on an alternate contract year.

8.2. Full-Time Faculty Teaching Load

Full-time faculty can be assigned to teach in all areas of the district and across all time blocks. The College will provide one term notice of scheduling outside Bend or in early morning or evening time blocks, unless mutually agreed upon by the faculty member and the College and reported to the Forum. The College will determine the instructional mode and assign load units as follows:

8.3. For Credit Classes

- (a) Lecture Mode: One (1) hour per week for a term equals one (1) load unit; OR, where the class does not fall into the Fall, Winter, or Spring Terms, twelve (12) classroom hours equal one (1) load unit.

- (b) Laboratory: One (1) hour per week for a term equals two-thirds (2/3) load units; OR, where the class does not fall into the Fall, Winter, or Spring Terms, twelve (12) classroom hours equals two-thirds (2/3) load units.
- (c) Nursing Clinical Instruction: One (1) hour per week for a term equals .80 load unit. The courses that this load unit rate applies to are only the following courses:
 Nursing 106, 107 and 108
 Nursing 206, 207 and 208
- (d) Physical Education Activity Mode: One (1) hour per week for a term equals one-half (1/2) load unit.
- (e) English Composition: Teaching Assignments in English Composition (WR 95, 121, 122, 123, 214, and 227) have additional load of .75 LU per course.
- (f) Music Loads:
- Lecture/discussion classes & major ensembles at 1 – 1 rate
 - Laboratory classes at 0.67 to 1 rate
 - Small ensembles at 0.67 to 1 rate
 - Private lessons: This load will be computed as number of students x .4 LU for the first five students, number of students x .2 LU for the next five students and no additional load over ten students. Adjunct instructors will be compensated by .2 load units per private lesson student.
- (g) Upper Division: Upper division courses of 3 credits or more carry one (1) additional load unit over the load otherwise calculated in 8.3. Normally, no more than fifteen (15) load units of upper division courses per year may be taught by a full-time faculty member per contract year.
- (h) Class Size: Faculty members of non-lab courses in science, and of courses in all other disciplines receive additional load according to the following schedule (based on fourth week enrollment):
- | | |
|-------------------|-------------------------------------|
| 41-50 students | .5 LU added to base load for course |
| Over 50 students: | 1 LU added to base load for course. |
- Faculty members of science classes with labs attached to the lecture sections receive additional load according to the following schedule (based on fourth week enrollment):
- | | |
|------------------|---|
| 51-60 students | .5 LU added to base load for course |
| 61-70 students | 1 LU added to base load for course |
| 71-80 students | 1.5 LU added to base load for course |
| 81-90 students | 2 LU lu added to base load for course |
| Over 91 students | 2.5 LU lu added to base load for course |
- (i) Presidential Assignments: Other assignments approved by the President may be given a load unit equivalent and counted in a load. No faculty member shall be assigned released time, non-teaching duties, administrative, or planning duties, or the like without approval of the College President.

- (j) The President of the Faculty Forum shall be awarded 24 load units of release time (or overload at the discretion of the Faculty Forum President) to be distributed over a two-year term, subject to payment for the released time by the Faculty Forum. A minimum of 8 load units must be taken each of the two years of the term. Payment shall be at the relevant overload rate.

8.4. Online Instruction

Online Instruction Definition: "Online" describes a pedagogical mode of instructional delivery for courses in which 90% or more of the scheduled instruction is other than face-to-face and is typically accessible via technology mediation. Courses taught in the online mode involve a range of digital media and required student-to-student and student-to-faculty interaction. Science course labs, field based labs, and field trips shall be excluded in the computation of the percentage of instruction which is other than face-to-face. The instructor shall endeavor to make available alternatives to in-person activities for up to 10% of the class that is scheduled to be face to face. Such alternative procedures may include, but are not limited, to telephone conference calls and off-site test proctoring. Faculty members teaching online will be regularly available to students and colleagues on the COCC campus(es) on a face-to-face basis.

- (a) Support for Online: The College is committed to providing adequate support of instructional technology for faculty teaching courses in the online mode. No member of the faculty shall be required to participate in online courses or programs without adequate preparation and training. Adequate support is access to qualified assistance such as design teams, trainings, and individualized assistance during course development and during the term in which the course is taught.

In order to provide sufficient time to prepare and utilize resources in developing an online course, faculty shall be given a minimum of nine months notice of the assignment of an online course. Upon mutual consent of the faculty member and the College, the nine month notice period may be waived. In the case of the waiver, the Faculty Forum Executive Committee will be notified at the time the faculty member is offered the course.

- (b) Resolution for disputes in using online formats for specific courses: Assignment to teach a class in an online format may be declined without prejudice by the faculty member when the online mode of instruction is inconsistent with the faculty member's teaching style or pedagogy.

In the case where there is a particular disagreement between faculty and the Vice President for Instruction in the matter of whether a course is appropriate for an online format, the situation shall be referred to Academic Affairs for further consideration. Academic Affairs may consider the matter and make a recommendation to the Vice President for Instruction as to whether a course should be taught as an online course. The Vice President for Instruction shall deliberate upon the recommendation of Academic Affairs and provide an explanation in writing to the affected parties, and the Faculty Forum Executive Committee. The final decision as to whether a course will be taught online rests with the Vice President for Instruction.

- (c) Compensation for Online Courses: The first time an instructor teaches any online course they shall receive 1.5 times normal load for the course. For each subsequent new course taught online they shall receive 1.3 times normal load for the course. For any repeated course taught online, they shall receive 1.2 times normal load for the course. Courses taught by an individual instructor prior to this Agreement are not considered new courses. The online premium for load shall only apply to base load for the course and shall not be applied against other factors such as load premiums for large class size, writing classes, etc. The online premium shall not apply to the amount of load dedicated to science labs, field-based labs, and field trips. The Vice President for Instruction shall determine how much load is assigned to the part of the course which is online and how much load is assigned to the science lab, field based labs and/or field trips. Any allegation of unfair assignment of load under this provision shall be grievable pursuant to Article 5 of this collective bargaining agreement. Upon request, the results of these load assignments shall be shared with the Faculty Forum Executive Committee.
- (d) Article 8.4 shall be effective for four years (July 1, 2006 to June 30, 2010) with the sole exception that the load premiums (1.5 times base load for the first time an online course is taught by an instructor and 1.2 times base load for subsequent times the course is taught by the same instructor) shall re-open in two years (June 30, 2008). The College and the Faculty Forum shall enter into timely negotiations regarding the load premium prior to the expiration of this part of Article 8.4.

8.5. For Noncredit Classes

Load units assigned to full-time faculty to teach non-credit courses not specifically addressed in the Contracted Training Section (Article 8.8) will be determined by the College as above. A range between 75 percent (75%) and one hundred percent (100%) of normal load will be paid for those load units.

8.6. Overloads

- (a) A load of greater than forty-five (45) load units is an overload by the number and fraction of load units in excess of forty-five (45).
- (b) Overloads will be computed at the end of each academic year. Under exceptional circumstances, up to two-thirds (2/3) of the anticipated overload may be paid at the end of the quarter in which it is earned.
- (c) Normally, no more than 8 LUs of overload in a contract year will be assigned or compensated. No faculty member shall be required to teach a class that would result in 3 or more loads of overload in a single academic year.

8.7. Contract Year

- (a) Members of the Faculty Forum contracted with the College serve a total of 179 days each academic year. These 179 days include administrative or preparation days, instructional days, commencement, and five (5) regularly observed holidays: Veteran's Day, Thanksgiving (two [2] days), Martin Luther King's birthday, and Memorial Day.

- (b) The 179-day faculty contract year, unless otherwise specified in an alternative contract, will be from September to June. The College will consider requests from full-time faculty members to enter into agreement to employ a full-time faculty member for some other period of time. Examples would be a contract covering the Winter, Spring, and Summer quarters; one covering the Fall, Spring, and Summer quarters; or one covering a full load distributed over all four quarters, so long as the 179-day contract equivalence is maintained. The College is supportive of such contracts when they meet the instructional goals of the institution, but the renewal of any individual alternative contract depends on the College's assessment of staffing and operating requirements for the following academic year. Notice of intent to renew the special contract will be given by the beginning of Spring quarter, for the following academic year.

8.8. Contracted Training and Short-Term Training

The designation "contracted training" applies only when the College contracts through accepted College channels with an outside client or clients to provide a particular instructional event or series of events.

- (a) For contracted training events, ten (10) classroom hours equal one (1) load unit.
- (b) The department chair may include in the budget for a contracted training event up to \$300 to be paid to the faculty member for development of instructional materials, following guidelines issued by the Vice President for Instruction. For events which require an exceptional amount of materials preparation, the department chair may designate a load unit equivalent to be counted in the faculty member's load report, with the approval of the appropriate Vice President or his/her designee.
- (c) For short-term training events with differential pricing and a curriculum specialized for a particular audience, whether credit or non-credit, additional load for curriculum development or other work associated with the event may be assigned at the discretion of the department chair, with the approval of the appropriate Vice President or his/her designee. The Vice President for Instruction will ensure that guidelines for assigning this additional load are available to all department chairs. Load assigned under this provision will be included in the event budget.
- (d) Full-time faculty teaching contracted training events shall receive a portion of the amount paid to the College by the contracted training client, in addition to the load units and compensation outlined in sections 8.8 (a), (b), and (c). This portion shall be determined by subtracting all faculty compensation and benefits for load units and materials preparation from the total price being charged to the outside client(s), and calculating ten percent (10%) of the difference. If more than one full-time faculty member is teaching the contracted training event(s), this portion shall be divided among them in proportion to the number of contact hours taught by each participating full-time faculty member.

8.9. Load Assessment Work Group

The College and the Faculty Forum shall establish a Load Assessment Work Group (LAWG) within thirty (30) days of COCC Board approval of the 2014-19 Collective Bargaining Agreement

(CBA) to evaluate current CBA provisions governing the assignment of load (LU) for various types of instructional mode, including online instructional load.

The Faculty on the panel shall consist of three (3) representatives selected by the Faculty Forum from among its membership, with at least one (1) faculty member having served on the 2014 negotiating team, and at least one (1) faculty member having online instruction experience. Those representing the College on the panel shall be three (3) persons selected by the Administration, with at least one (1) administrator having served on the 2014 negotiating team or having thorough familiarity with the load-related issues, and at least one administrator with experience or special knowledge of online instruction. The product of the LAWG deliberations may be considered by the Faculty Forum and College Board for inclusion in the CBA or may be implemented by other means mutually agreed to by the Faculty Forum and the College.

Objectives: The primary objectives of the panel are twofold: 1) Discover or create a fair, data- and fact-based system for assigning LU for each type of instruction or faculty work assignment; 2) Institute a process and an appropriate mechanism for evaluating and assigning LU outside the periodic contract negotiation process.

Review: The LAWG shall conduct a comprehensive assessment of existing LU allotments assigned to each type of instruction or other faculty work assignment receiving load under the current CBA. The assessment should include review of models for assignment of load beyond the current COCC model. The assessment may include utilizing outside consultants with accounting or other expertise that will promote precise determinations of faculty time and effort needed to complete instructional and other load-allotted tasks.

Budget Impact: Representation on the panel shall be such that determinations of LU assignment shall be financially feasible. It is anticipated that upon Forum ratification and College approval funds will be available to implement the LU model agreed to. Therefore, LAWG members should be knowledgeable of budget guidelines or in direct contact and consultation with College officers who have budget authority.

Areas of Focus: The initial areas of focus for LU resolution include areas where a fractional LU is assigned rather than the standard "1 instructional hour of contact = 1 LU" proportion that applies in most traditional classroom instructional disciplines. The LAWG should also evaluate the load assignment for duties included in the CBA that are beyond those directly associated with delivery of assigned class instruction.

ARTICLE 9 – FRINGE BENEFITS

9.1. Sick Leave

- (a) An annual amount of twelve (12) days of paid sick leave shall accrue to full-time members of the bargaining unit at the start of each academic year for use for absence due to personal illness, illness of an eligible family member as defined by FMLA/OFLA regulations, or any other designated uses of sick leave as defined in this agreement. Sick leave not used during the

current year shall accrue without limit as per ORS 238.355 (1) as amended by Oregon Laws 1977, except as noted in 9.1(e).

- (b) Adjunct instructors will be granted 48 hours of sick leave per year. Unused sick leave for adjunct instructors shall not accrue from year to year.
- (c) Pursuant to appropriate Oregon Revised Statutes, the College has requested that members of the bargaining unit be compensated for accumulated unused sick leave with pay in the form of increased retirement benefits upon service or disability retirement, as per ORS 238.355(1), as amended by Oregon Laws 1977.

(d) FMLA/OFLA.

The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) to employees represented by the Forum. The parties further agree to the following provision in the administration of the FMLA/OFLA:

- 1) Employees must use sick leave under the collective bargaining agreement concurrent with the FMLA/OFLA.
- 2) The "FMLA/OFLA year" is considered to be a twelve-(12) month period, rolling backward. The amount of available FMLA/OFLA leave is calculated by reviewing the previous 12 months to see how much FMLA/OFLA leave remains for the individual.

(e) Personal/Business/Emergency Leave

A full-time faculty member shall have available two (2) days of non-accumulative personal, business or emergency leave per year, which shall be charged against sick leave when used. An adjunct faculty member shall have one day, which shall be charged against sick leave in hours when used.

Personal or business leave must be requested in advance. Prior notification of the department chair and approval by the Vice President for Instruction are required. Such leave cannot be taken during the first week of the contract, the first week of any term, during finals week, in conjunction with any holiday and not normally on the day of Commencement.

Except in cases where emergency leave is used to supplement bereavement leave in section (f) below, such emergency leave must have written approval of the Vice President for Instruction.

(f) Bereavement Leave

Per OFLA, sick leave shall also be used cover absences up to two weeks for each death of a family member, as defined below, not to exceed 12 weeks in a leave year. If the member does not have enough accrued sick leave to cover the allowed absence, the balance of time may be taken as leave without pay (LWOP). Bereavement leave must be completed within 60 days of the date on which the eligible employee receives notice of the death of an eligible family member. Members should contact Human Resources when they need to take a bereavement leave.

In addition, the Human Resources Director in collaboration with the Vice President for Instruction may grant extra leave, charged to sick leave or LWOP, at his/her discretion for unusual or critical circumstances. The Human Resources Director and the Vice President for Instruction shall not be compelled to grant additional leave beyond that which is outlined above. The immediate family shall be defined as spouse, domestic partner, parent, parent-in-law, parent of employee's domestic partner, child (biological, adopted, foster, or stepchild), child in loco parentis, child of the employee's domestic partner, grandchild, grandparent, brother/sister, or step-brother/sister. Immediate family also includes relationships to the employee through a domestic partner.

9.2. Sabbatical Leave

- (a) A sabbatical leave is granted to a full-time tenured or tenure-track member of the unit only when such leave contributes to the goals of the College and enhances the professional competence of the individual granted the leave. A sabbatical leave is not considered to be a right which automatically accrues because of prior service. Rather, it is considered to be a privilege granted to a faculty member.
- (b) In order to be considered for a sabbatical leave, a tenured or tenure-track member must make formal application through the PIRT committee, according to the General Procedures Manual. The person who applies for a sabbatical leave shall provide a summary of the activities to be undertaken during the leave and shall indicate the potential that these activities have for benefiting the students of Central Oregon Community College, the College as a whole, and himself/herself. Within a reasonable time after returning from a sabbatical (normally within thirty (30) working days of such return), the person shall provide the President of the College with a written report of sabbatical activities.
- (c) Requests for sabbaticals shall be considered in relation to prior as well as potential future contributions of the applicant. Alternatives for providing service not to be provided by the instructor on leave shall also be considered.
- (d) The terms and conditions of sabbatical leave will be combined in a contractual form and will become a contract upon signature of the individual being granted the sabbatical and the College.
- (e) Sabbatical salary eligibility will be based only on full-time service at Central Oregon Community College and will be in accord with the following tables.
- (f) Sabbatical Eligibility:
 - 1 to 4 years of consecutive service: not eligible for sabbatical.
 - 5 years of consecutive service: eligible for a 1-term sabbatical in the 6th year or thereafter, with a one year of required return of service to the College.
 - 6 years of consecutive service: eligible for up to 2 terms sabbatical in the 7th year or thereafter, with a two years of required return of service to the College.
 - 7 years of consecutive service: eligible for an academic year sabbatical in the 8th year or thereafter, with a three years required return of service to the College.

- Faculty on sabbatical will be compensated up to 100% of their annual salary. For sabbaticals shorter than three terms, the member's salary will be divided by 3 and multiplied by the number of terms of sabbatical.
 - Notwithstanding the above, faculty members are eligible for subsequent sabbaticals only when they have repaid all of the required academic years of service.
- (g) Academic year sabbaticals are only granted to faculty members who are tenured.
- (h) If a faculty member does not return for the prescribed years of obligatory service, that faculty member will be obligated to repay the amount of funds granted according to the following schedule:

Sabbatical Repayment Schedule

For Faculty Member who does not return for the prescribed years of obligatory service:

Sabbatical Duration	Required Service Upon return	Required service actually completed	Repayment To College
One-term	1 academic year	Less than one academic year	Full amount
-----	-----	-----	-----
Two-term	2 academic years	Less than one academic year	Full amount
		Less than two academic years but at least one	One-half amount
-----	-----	-----	-----
Three-term	3 academic years	Less than one academic year	Full amount
		Less than 2 academic years but at least one year	Two-thirds amount
		Less than three academic years but at least two years	One-third amount

- (i) The terms of the required service and repayment schedule shall be a part of the contract. The contract shall contain a provision that the amount of the contract (or an appropriate share, thereof, based on time served) shall be repaid to the College if the individual does not complete the required term of service. Interest on the unpaid amount will be assessed at the then prime

interest rate as per *The Wall Street Journal*. Repayment is due on the scheduled date of return, and if not paid in full, interest will be charged from that point. Death or disability of the faculty member removes repayment obligations from the faculty member or his/her estate.

- (j) In each fiscal year of this agreement, the College will add \$125,000 annually to the sabbatical account. However, if the projected carry-over into the next fiscal year is projected to be in excess of \$75,000, the College may move up to \$35,000 to targeted funds to support faculty innovation projects and other instructional purposes, at the discretion of the Vice President for Instruction. Funded innovation projects must have departmental support. An annual spending report of any funds moved from the sabbatical fund will be made to the Forum, upon request.
- (k) Time spent on sabbatical will be considered equivalent as full-time employment for the purposes of promotions, longevity, and salary increments.
- (l) Sabbatical funds will be awarded solely at the discretion of the College. If a faculty member is to receive a salary or other reimbursement from a source outside of the College for an activity which is presented for sabbatical funding, a budget for the sabbatical must be submitted which includes that salary or other compensation. In no case should the total of the outside salary and/or other compensation and the college sabbatical funds exceed 110% of what the faculty member's regular salary would have been for the sabbatical period.

9.3. Unpaid Leave

- (a) A full-time tenure track faculty member may request an unpaid leave for a reasonable length of time. Such leave shall not normally exceed three (3) consecutive academic quarters. Such requests shall be subject to the prior approval of the Vice President for Instruction. All understandings regarding the unpaid leave shall be written into a contract, signed by the College and the individual, and copied to the department chair.
- (b) Upon return from unpaid leave, the faculty member will be assigned to the same or substantially equivalent position, which was held before the leave began unless otherwise required by law.
- (c) The faculty member shall be entitled the same library and bookstore privileges as faculty members on regular contract during the period of leave.
- (d) Upon the faculty member's return to the College, unused accrued sick leave and years accumulated toward tenure and promotion shall be restored to an equivalent level that the member had before the leave began.
- (e) Unpaid leaves normally do not count toward promotion or tenure. For an unpaid leave to count toward promotion or tenure, the faculty member would make a written request in writing to the Vice President for Instruction explaining how the length of time and the nature of activities of the leave relates directly to the faculty member's primary assignment at COCC and/or the PIP goals outlined in the recent cycle. The Vice President for Instruction will then determine the eligibility of this request for promotion and tenure. The member will submit a final report to the Vice President for Instruction which verifies the completion of the activities and assignments as initially requested.

- (f) The period of time on unpaid leave will be determined and specified in writing prior to the leave.
- (g) To the extent allowed by the insurance carrier, the College shall allow the faculty member to remain under the College insurance program if the faculty member pays the College for the cost of the insurance.
- (h) A faculty member on unpaid leave shall not be considered for promotion or tenure while on such leave.
- (i) The faculty member who does not return from unpaid leave at the time scheduled shall, upon that date, cease to be a member of the College and shall have no call upon the College of any sort. A faculty member who desires to extend the period of an unpaid leave shall prepare a written request to the President no later than one month prior to the end of the leave period. Granting or not granting such an extension is solely at the discretion of the College.
- (j) Any of the foregoing in 9.3 may be modified by mutual agreement of the faculty member and the College. The Vice President for Instruction will consult with the Faculty Forum President when such modified agreements are being considered.

9.4 Insurance

- (a) The College will contribute toward the cost of college-purchased health insurance (medical, dental and vision only) for full-time faculty members up to a maximum of 90% of the cost of such insurance. The employee will pay the balance. (For the 2016-17 year, the college contributed up to \$1519.38 for full time faculty members.) All participating Forum members will pay a minimum of 10% of the health insurance premium.
- (b) For the remaining two insurance years of this agreement, 2017-18 and 2018-19, the College contribution to a full-time Forum member's health insurance, based on a composite rate, will increase from the actual 2016-17 College contribution by the following percentages, based on the overall increase in health insurance (medical, dental and vision). However, in no case will the College ever contribute more than 90% towards an employee's premium:

% increase in health insurance	%increase in cap (\$1519.38 for 2016-17)
0-9%	The college will increase the cap (\$1519.38) by the amount of the premium increase but not to exceed 9% of the previous year's dollar amount cap. However, the college will not contribute more than 90% towards the employee's premium.
9.1-12%	The cap will be increased by 9% and employees will pay the difference between the cap and the premium increase.
>12%	Article 9.4 of the CBA re-opens.

- (c) If the Federal Government, the State of Oregon or any taxing authority taxes or otherwise increases the costs of health insurance paid by the College, Article 9.4 of the CBA will be re-opened.

- (d) Should the College elect to participate in a health insurance program that is based on a rate structure other than a composite rate during the term of this agreement, the parties agree to bargain the impact of this change on the College/forum member contributions under ORS 243.698, the interim 90-day bargaining process. If the parties do not reach agreement prior to implementation of the new structure, it is understood that the total cost for providing insurance (including administrative fees) will not increase for the College and any increase in costs shall be borne by the employees unless the parties agree otherwise. All other contractual agreements regarding eligibility for health insurance will remain in place.
- (e) Faculty members who have adjunct status shall receive a contribution towards the College provided health insurance program (medical and optional dental) according to the schedule below, however, all adjunct instructors who purchase medical insurance will be required to pay a minimum of 10% of the applicable premium.

Insurance Contribution

Three-Term (Academic Year) Adjunct Faculty Workload	Benefit Contribution
24.5 to 37.9 Load Units	One-half (1/2) of the current contribution for full-time benefited faculty
38 + Load Units	Three quarters (3/4) of the current contribution for full-time benefited faculty.
Four-Term Appointments	
Workload	Benefit Contribution
30 to 46.5 Load Units	One-half (1/2) of the current contribution for full-time benefited faculty
46.6 or more Load Units	Three-quarters (3/4) of the current contribution for full-time benefited faculty.

- (f) In the event actual load units fall below the projection, the adjunct faculty members will maintain both benefits and unit membership for the duration of the period specified in the Notice of Appointment. If the adjunct instructor declines load units, benefits and unit membership may be terminated or reduced.
- (g) The College will pay the entire cost of long-term disability insurance premiums for full-time employees. Only full-time employees shall be eligible for long-term disability insurance.
- (h) The College will provide life insurance coverage equal to the amount of the faculty member's academic year salary for full-time, regular employees. However, in no case shall the amount of insurance exceed \$50,000. Additional voluntary life insurance will be made available to Faculty Forum members.

ARTICLE 10 – DISCIPLINE AND DISMISSAL

10.1. Applicability

Faculty members within the bargaining unit and covered under this Agreement may be disciplined only for cause.

10.2. Progressive Discipline

(a) For the purposes of this Agreement, discipline shall be progressive in application and based upon the severity of the member's action or inaction warranting discipline. Discipline, subject to 10.1, shall mean only the following: Written warning, written reprimand, suspension with or without pay, not awarding salary increment, or demotion. It is agreed that discipline does not include dismissal, discharge, or non-renewal for any faculty member.

(b) Faculty Appeals of Discipline. Appeals by any bargaining unit member of discipline imposed on him/her shall be processed first through the grievance procedure of this Agreement at Article 5.

10.3. Dismissal for Adequate Cause for Adjunct, Probationary and Temporary Faculty

Adjunct Instructors, temporary, and probationary faculty members shall, during the term of their individual appointment, be dismissed only for cause with no right of appeal beyond the College Concerns Procedure. In the case of non-renewal at the conclusion of their appointment, Adjunct instructors, temporary, and probationary faculty members shall have no rights under 10.1.

10.4. Notice of Dismissal or Termination for Adequate Cause - Tenured Faculty

(a) The President shall give at least six months written notice to a tenured faculty member of intention to dismiss or terminate for adequate cause.

(b) In the case where a tenured faculty member has been given notice of intention to dismiss for adequate cause and is subsequently not dismissed because his/her actions of rehabilitation make dismissal inappropriate, then future notice for similar reasons need be accompanied by only three months notice of intention to dismiss.

10.5. Dismissal Procedure – Tenured Faculty

(a) Preliminary Proceedings – Tenured Faculty only

1. When the College has reason to question the fitness of a faculty member who has tenure, the appropriate administrative officers shall discuss the matter with the member in a personal conference. The forum member has the right to Forum representation in such a conference. The matter may be terminated by mutual consent after such a conference.
2. If an adjustment does not result from 10.5.a (1). within fifteen business days, a Review Committee of three (3) tenured faculty members will be selected by the Vice President for Instruction from a list of seven (7) provided by the Faculty Forum (without representation from the faculty member's discipline). The Review Committee shall informally inquire into the situation to affect an adjustment, if possible, and, if none is affected, to determine whether in its view formal proceedings to consider the member's dismissal should be instituted.

3. If the Review Committee recommends that formal proceedings should begin, or, if the President of the College, even after considering a recommendation of the Review Committee favorable to the faculty member, expresses his/her conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow within fifteen (15) business days.
4. Except where there is disagreement, a statement with reasonable specificity of the grounds proposed for the dismissal should then be jointly formulated by the President and the Review Committee prior to commencement of the formal proceedings.
5. If there is disagreement between the Review Committee and the President, the President and his/her designee should formulate the statement called for above.

(b) Commencement of Formal Proceedings – Tenured Faculty only

1. The formal proceedings should be commenced by a communication addressed to the faculty member by the President of the College informing the member of the statement formulated and informing him/her that, if he/she so requests, a hearing to determine whether he/she should be removed from his/her faculty position on the basis of the grounds stated will be conducted by a faculty committee at a specified time and place.
2. In setting the date of the hearing, the College shall allow thirty (30) business days for the member to prepare his/her defense.
3. The College shall inform the member in writing of the procedural rights that will be accorded him/her at the hearing.
4. The member shall reply in writing to the President as to whether or not he/she desires a hearing on his/her pending dismissal. If the member requests such a hearing, he/she must, no later than five (5) business days after receipt, provide the President a written response to the allegations in the statement of the grounds for his/her dismissal.

(c) Paid Administrative Leave. Placement on paid administrative leave, and/or reassignment of a faculty member during proceedings involving his/her dismissal shall be at the discretion of the College.

10.6. Hearing Committee

- (a) The committee of faculty members to conduct the hearing and to reach a decision should either be an elected standing committee not previously concerned with the instant case or a committee established within fifteen business days. The committee will consist of five (5) tenured faculty members selected by the Vice President for Instruction from a list of nine (9) provided by the Faculty Forum (without representation from the faculty member's discipline).
- (b) The choice of members of the hearing committee should be made on the basis of their individual objectivity, competence, and the regard in which they are held in the academic community. The committee shall elect its own chairperson who, with the consent of his/her fellow committee members, shall rule on all questions of procedure during the hearing consistent with the provisions herein.

(c) Hearing Committee Proceedings

1. The committee shall conduct proceedings as described below within thirty (30) business days. They shall begin by considering the statement of the grounds for dismissal already formulated and the faculty member's written response.
2. If on the record before the committee any facts as put forth in the statement for the grounds for dismissal and the member's written response thereto are in dispute, the testimony of witnesses and other evidence concerning the matter may be received by the committee during the course of the hearing.
3. The President has the option of attendance during the hearing. He/she may also designate an appropriate representative to assist or represent the College in developing and presenting the case against the faculty member.
4. The College has the burden of proof and shall proceed first with its case and the faculty shall have the opportunity to respond to that evidence and present their own evidence. The committee is free to ask questions of either party as desired.
5. The faculty member shall be entitled to representation by the Forum at the hearing. A representative of the Forum shall have the right to attend all the proceedings covered in this article.
6. The faculty member shall also have the additional procedural right of presenting evidence or testimony from teachers and other scholars, either from Central Oregon Community College or from other institutions, if one (1) or the only charge against him/her is professional incompetence.
7. The faculty member and the College shall have the assistance of the committee when needed in securing the attendance of witnesses at the hearing, consistent with this article. Further, the faculty member, the Forum, and the representative of the College shall have the right, within reasonable limits as provided in this article, to question all witnesses who testify at the hearing.
8. The faculty member shall have the opportunity to confront all witnesses adverse to him/her. However, whenever a witness used by either the faculty member or the College will be unable for good and sufficient reason to be present at the hearing, his/her testimony may be taken by deposition. If either the College or the faculty member exercises the right to secure such testimony through a deposition, then the party who seeks the deposition shall be obligated to afford the other party the opportunity to be present and participate in the taking of the deposition.
9. All expenses of bringing a witness to the hearing shall be borne by the party bringing the witness to the hearing. All expenses of the taking of witness' depositions, as provided in this article, shall be borne by the party who initiated the taking of the deposition, except that the cost of the written deposition itself shall be shared equally by the College and the faculty member if both parties participate in the taking of the deposition. If either party declines to

participate with the other in the deposition process, a copy of the deposition used at the hearing shall be given freely to the other party in advance of the hearing. The expenses of the parties participating in the taking of the deposition shall be borne by each side individually and shall not be shared.

10. All evidence used during the hearing should be duly recorded, but not transcribed. Unless special circumstances warrant, the committee shall conduct the hearing informally without formal rules of court procedure and submission of evidence.
11. The committee shall give opportunity to the faculty member or Forum representative and to the representative of the College to argue orally before it.
12. If written, post-hearing briefs would be helpful to the committee, the committee may request such briefs from both sides and set appropriate time limits for their submission.
13. The committee will render a decision within ten (10) business days from the conclusion of the hearing.

(d) Consideration by the Hearing Committee

1. The committee shall reach its decision in conference on the basis of evidence and testimony presented at the hearing and, if applicable, on the basis of post-hearing briefs.
2. The committee shall reduce its decision to writing, which shall contain explicit findings with respect to each of the grounds of removal presented and a reasoned opinion may be desirable.
3. The President and the faculty member shall each be supplied with a copy of the record and transcript of the hearing, if such were made.

(e) Consideration by the Board of Directors of the College

1. The President shall transmit to the Board of Directors the full report of the hearing committee.
2. The Board of Directors may accept the committee's report or the Board may review the case.
3. If the Board of Directors chooses to review the case, its review shall be in executive session unless the faculty member involved requests in writing that it be held in public session. The Board of Directors' review shall be based on the record and transcript, if any exists, of the hearing, accompanied by opportunity for argument, oral or written or both, by the faculty member or his/her counsel and the representative of the College.
4. The Board of Directors shall either sustain the decision of the hearing committee or it shall return the committee's decision back to the committee along with the Board of Directors' specific written objections attached thereto.
5. If the committee's decision is returned to it, as above, the committee must reconsider its earlier decision, taking into account the Board of Directors' specific objections and taking new evidence, if deemed necessary. The committee shall decide to what extent it needs to take new evidence; if the hearing is reopened thereby, it shall be held within fifteen (15) business days and the provisions relating to submission of evidence, witnesses and recording and transcribing of the hearing, shall be in accordance with the applicable provisions above.

6. Within ten (10) business days after the provisions of 10.6.e.5 are completed, the committee must frame its final decision and communicate it in accordance with the provisions above.
7. Only after a study of the committee's reconsideration of its original decision may the Board of Directors render a final and binding decision to either sustain the final committee decision or to overrule the final committee decision.

(f) Further Appeals

1. Action taken by the College with regard to the dismissal of a tenured faculty member and the dismissal prior to the expiration of the term of appointment of a probationary or temporary faculty member shall be consistent with the applicable provisions of this article.
2. For the purposes of this Agreement, appeal by any affected faculty member from such action(s), as referred to above, shall be solely processed in accordance with the provisions of this article, herein, and no tenured, probationary, or temporary faculty member may appeal his/her dismissal through the grievance procedure of this Agreement at Article 5.

- (g) Reduction in Force Removals Notwithstanding the provisions of this Article and of any other provisions of this Agreement, oral understandings, or prior agreements, the provisions of Article 11 – Reduction in Force, herein, shall be applicable to all members of the bargaining unit without exception and the provisions of Article 11 shall supersede the provisions of this Article in the event of a reduction in force.

ARTICLE 11 – REDUCTION IN FORCE

11.1. Need for Reduction in Force

- (a) It is the intention of the College, to the extent possible given confidentiality requirements, to conduct any reduction in force (RIF) activities in as open and transparent of manner as possible; all the while providing the opportunity for constructive input and suggestions.
- (b) In the event of reduction due to a need to reduce or eliminate a significant set of courses in a seated discipline (see Article 11.3 for definition), impending financial crisis or immediate financial crisis, the Board of Directors of the College shall determine the RIF in accordance with the process outlined in this Article and shall not implement such reductions in staff unless and until the process contained herein has been accomplished.
- (c) The Board of Directors of the College shall take final action on recommendations of the President regarding layoffs due to RIF. Such actions by the Board shall begin the period of timely notice.

11.2. Preliminary Considerations

- (a) Before instituting a RIF due to an impending or immediate financial crisis, the College will make a reasonable effort to reduce non-salary expenditures; but such effort must seek balance between fiscal realities, and must maintain, to the extent possible, the instructional mission of the College.
- (b) Before a RIF due to an impending or immediate financial crisis involving the faculty bargaining unit shall occur, the President and/or his/her representatives shall meet at least twice with the Faculty Forum Executive Committee or its representatives and 1) present the College's current

general fund revenue and expenditure projection and any anticipated short fall in the current and future year(s), and 2) give reasonable consideration to other means of reducing the budget and increasing revenues. These may include, but are not limited to, retirement incentives, leave without pay, shared or reduced positions, salary freeze or reduction and delayed capital expenditures. Prior to implementing any RIF, the President shall: 1) provide the Faculty Forum Executive Committee with advance notice of the tentative RIF plan along with the factors the President considered in reaching that decision; 2) give the Faculty Forum Executive Committee a reasonable period of time within which to provide input regarding the plan; and 3) give reasonable consideration to the Faculty Forum's input.

11.3. Definitions

- (a) Definition of Seated Discipline: A faculty member's seated discipline is determined by the primary subject area which the faculty member teaches at COCC. In the event that more than one subject area meets this criterion the seated discipline will be the subject area which reflects the majority of the faculty member's teaching load over the last three (3) academic years or since they were hired to teach at COCC, whichever is shorter. It is the responsibility of the Vice President for Instruction to create a list of adjunct, temporary, probationary, and tenured faculty members by seated discipline in consultation with department chairs and the Forum. This list will be updated and reviewed annually prior to the start of fall term.
- (b) Definition of Seniority: For adjunct instructors, seniority will be determined by the cumulative number of terms as an adjunct or full-time instructor at COCC. For probationary and tenured faculty seniority shall be determined by the total number of terms served as a full-time temporary, probationary and tenured faculty member.
- (c) Definition of a significant set of courses in a seated discipline: A significant set of courses in a seated discipline is a group of courses in a seated discipline that represents at least 20% of the full load assignment in credit instruction for a full-time faculty member in that seated discipline.
- (d) Definition of prorated pay: Prorated pay is defined to be 1/45th of the reduced faculty member's annual salary at the time they were laid off for each load unit of instruction delivered.
- (e) Definition of projected load: When determining the projected load, all load units for courses taught in a seated discipline will be assigned first to tenured and then probationary faculty in the seated discipline in order of seniority. The projected load of a full-time faculty member is determined from the load assigned for courses scheduled in their seated discipline for a future year under the provisions of 11.7.b or 11.7.c.
- (f) Definition of benchmark: A benchmark is a specific and measurable goal that is identified as an indicator of sustainability (such as, but not limited to, significant enrollment change, cost per Full-time Equivalent student, program accreditation, or employability of graduates) in the notification for review of a set of courses in a seated discipline

11.4. Order of RIF

- (a) In the event the College determines a RIF is necessary as provided in this article, part-time faculty will be laid off before adjuncts in that same seated discipline. Adjunct faculty will be laid off in inverse order of their seniority as an adjunct in the seated discipline. Laid off adjunct and part-time faculty shall have no re-employment rights or property interest in re-employment.
- (b) In the event the College determines a RIF of a full-time faculty member is necessary, due to impending or immediate financial crisis, as provided in this article, temporary faculty will be laid off before probationary faculty, and probationary faculty will be laid off before tenured faculty in that same seated discipline. Temporary faculty, probationary faculty and tenured faculty will be laid off in reverse order of seniority in their seated discipline. In the event that the College eliminates a full-time probationary or tenured faculty position through RIF, loads equivalent to 45 load units will be reduced in that same seated discipline for the following two academic years (F-W-Sp terms) for each faculty member reduced. Loads equivalent to 45 load units will be restored for each probationary or tenure track position that is offered to the furloughed faculty members in the seated discipline in order of seniority and then to any other furloughed faculty in order of seniority at the college, who are qualified to provide this instruction in the judgment of the Vice President for Instruction as per 11.5(a).
- (c) In the event the College determines a RIF of a full-time faculty member is necessary due to a need to reduce or eliminate a significant set of courses in a seated discipline, the equivalent to 45 load units of credit instruction will be reduced in the seated discipline of the reduced faculty member for the three academic years (F-W-Sp terms) following the completion of the remediation process described in 11.6(a) for each faculty member reduced except as provided in 11.10. Loads equivalent to 45 loads units will be restored for each probationary or tenure track position that is offered to the furloughed faculty members in the seated discipline in order of seniority and then to any other furloughed faculty in order of seniority at the college, who are qualified to provide this instruction in the judgment of the Vice President for Instruction as per 11.5(a).

11.5. Impact of RIF upon Tenured Faculty

The College recognizes the value of the tenured faculty to our educational mission. As such, the College will make every reasonable attempt to retain tenured faculty members by observing the following process:

- (a) In the event a tenured faculty member's position is recommended for RIF, and upon request of that faculty member, the Vice President for Instruction shall place the member in a vacant position within the bargaining unit which the faculty member is fully qualified to occupy, or, under the same foregoing conditions, the Vice President for Instruction shall place the requesting member in another occupied position within the bargaining unit which the requesting member is better qualified to occupy than is the incumbent member. The Vice President for Instruction's determination of qualifications will be based on the faculty member's education, training, experience, professional development and evaluations. Prior to the final determination of

qualifications, the Vice President for Instruction shall meet with the affected faculty member(s) to review credentials and all other pertinent information regarding placement or lack thereof.

Any placement of a furloughed faculty member in a vacant position in their seated discipline or in another vacant position for which they qualify shall be at no less than their salary at the time of the RIF.

- (b) In the event that a vacant administrative position exists at the College which the faculty member is fully qualified to occupy, if the faculty member does apply, he/she will be granted an interview and, if hired, will be hired at the posted rate for the administrative position. Acceptance of another faculty position or an administrative position by a tenured faculty member ends the furlough period.
- (c) If placement of the tenured faculty member results in displacement of a tenured or probationary faculty member, then the displaced faculty member shall be treated by the College as if he/she was the subject of the RIF.
- (d) To the extent practicable, the College will consider whether a tenured faculty member can, through additional coursework and/or professional experience, be retrained to hold another needed bargaining unit position at the College. Such retraining experiences shall generally not exceed one academic year in length. Any such retraining opportunities shall be at the discretion of the College and be put to writing in a contract between the tenured faculty member and the College. In cases where such retraining occurs, the College shall have access to all faculty sabbatical funds not awarded by the Board to pay for such retraining.

11.6. Timeline for Review of a Need to Reduce or Eliminate a Significant Set of Courses in a Seated Discipline

- (a) Remediation Notification: Remediation notification is to be provided as described in the General Procedures Manual Policy G-7-8.7 Review and Support Committee: Course Review. The remediation process is initiated when the Review and Support Committee, responsible for evaluating the sustainability of courses, provides written notification during Fall Term of an academic year that stipulates the areas of concern, the specific measures and indicators which support those concerns, and specific benchmarks which would eliminate those concerns. This written notification will be provided to all faculty members in the affected seated discipline, all department chairs at COCC, and the Faculty Forum Executive Committee. The remediation process will extend for a minimum of five terms following this notification and may be extended for an additional year with the approval of the Vice President for Instruction.
- (b) Alternative Remediation Notification: The Vice President for Instruction may independently initiate the remediation process for a significant set of courses in a seated discipline. In such a case the Review and Support Committee will be given 30 days to articulate its response to the Vice President for Instruction's initiative in writing and direct any concerns to the President of the College. Following the 30 day period, the office of the Vice President for Instruction will provide written notification, during Fall Term of an academic year that stipulates the areas of concern, the

specific measures and indicators which support those concerns, and specific benchmarks which would eliminate those concerns. This written notification will be provided to all faculty members in the affected seated discipline, all department chairs at COCC, and the Faculty Forum Executive Committee and will include a copy of the internal committee's written response. The remediation process will extend for a minimum of five terms following this notification and may be extended for an additional year with the approval of the Vice President for Instruction.

- (c) Reduction of Remediation Timeline: The remediation process may be reduced to less than 5 terms following notification with the written consent of the majority of the full-time faculty in that seated discipline and the written consent of the Faculty Forum Executive Committee.
- (d) If, at any time during the remediation process, the specific benchmarks given in the notification in either 11.6.a or 11.6.b are met, as determined by the Vice President for Instruction consistent with the indicators and benchmarks stipulated in the notification, the remediation process will be terminated and no reduction of probationary or tenured faculty members will take place.

11.7. Timeline for Layoffs Due to a Need to Reduce or Eliminate a Significant Set of Courses in a Seated Discipline

- (a) Definition of a need to reduce or eliminate a significant set of courses in a seated discipline: There is a demonstrated need to reduce or eliminate a significant set of courses in a seated discipline when the internal process of review and the subsequent remediation process identified in 11.6.a and 11.6.b are completed and a course or courses are determined by the Vice President for Instruction consistent with the indicators and benchmarks stipulated in the notification, to be not sustainable because the benchmarks stipulated in the notification process in 11.6.a and 11.6.b were not achieved.
- (b) Tenured faculty members may, at the option of the College, be given written notice at the end of the remediation process identified in 11.6.a and 11.6.b, of the intention to dismiss or terminate under the provisions of 11.7 when the projected load is less than 80% of the full load assignment in credit instruction for full-time faculty members in that seated discipline. Such projected load will be determined for the academic year following the completion of the remediation process or, in the event of any required one year teach out (required program completion for current students), the academic year following the teach out.
- (c) A probationary faculty member may, at the option of the College, be given written notice during or at the end of the remediation process identified in 11.6.a and 11.6.b, of the intention to dismiss or terminate under the provisions of 11.7 when their projected load is less than 80% of the full load assignment in credit instruction for full-time faculty members in that seated discipline. Such projected load will be determined for the academic year following the completion of the remediation process or, in the event of any required one year teach out, the academic year following the teach out.
- (d) The College shall give at least three academic terms, including summer term for faculty whose contract includes summer (if applicable) written notice to tenured and probationary faculty

members of intention to dismiss or terminate under the provisions of RIF. The notice period will begin with the term subsequent to the one in which written notice is provided.

11.8. Timeline for Layoffs Due to Impending Financial Crisis

- (a) Definition of Impending Financial Crisis: For purposes of this agreement, an impending financial crisis exists when the President notifies the Board of Directors in writing of the following conditions: that the institution faces a revenue shortfall beyond the current fiscal year; that there is a projected absence of sufficient funds for the campus as a whole to maintain current programs and activities at existing levels to fulfill its educational mission and goals; and that the budget can only be balanced by significant cost-reduction measure, which includes the termination of continuing academic and non-academic appointments. A copy of the letter will simultaneously be sent to the President of the Faculty Forum.
- (b) The College shall give at least three academic terms, including summer term for faculty whose contract includes summer (if applicable) written notice to tenured faculty members of intention to dismiss or terminate under the provisions of RIF. The notice period will begin with the term subsequent to the one in which written notice is provided.
- (c) The notification period for adjunct and temporary faculty members shall be 180 days or until the end of the contract period, whichever shall occur first. Probationary faculty shall have until the end of their annual contract period.

11.9. Timelines for Layoffs Due to Immediate Financial Crisis (Financial Exigency)

- (a) Definition of financial exigency: For purposes of this agreement, financial exigency exists when the Board of Directors formally declares a financial exigency and that the following conditions exist: that the institution faces an imminent financial crisis; that there is a current or projected absence of sufficient funds for the campus as a whole to maintain current programs and activities at a level sufficient to fulfill its educational mission and goals; and that the budget can only be balanced by extraordinary means, which includes the termination of existing and continuing academic and nonacademic appointments.
- (b) During a period of financial exigency, the notice period for tenured faculty is reduced from three academic terms to 180 calendar days; the notice period for adjunct, temporary and probationary (tenure track) faculty is 90 calendar days.

11.10. Furlough Status

- (a) At the end of the notice period, tenured faculty shall be placed on furlough status. At the option of the College, a probationary faculty member may be placed on furlough status.
- (b) A faculty member on furlough status shall have reemployment rights as specifically defined by the terms of this Article.
- (c) A faculty member on furlough status who has not been reemployed by the College after twenty-six (26) consecutive calendar months on such status shall no longer be on furlough status and shall have no recall rights.

- (d) During the twenty-six (26) calendar-month furlough period, if a position (80% or more of the full load assignment in credit instruction for a full-time faculty member in that seated discipline) becomes permanently vacant (excluding such temporary vacancies as those created by leaves of absence, sabbaticals, transfers to grant accounts, etc.), in either the seated discipline or another position for which they qualify, or could qualify under 11.5(d), then the furloughed faculty member shall be reemployed at a salary rate not less than that which he/she was receiving at the time he/she was furloughed.
- (e) If, during the furlough period, the total remaining load, due to 11.4(b) or 11.4(c), in the seated discipline of a furloughed faculty member is less than 12.5 load units annually, the college may offer up to 12.5 total load units annually of instruction in that seated discipline as required for courses which support certificates or degrees outside the seated discipline that has been reduced. Such instruction, at prorated pay, will first be offered to the furloughed faculty members in the seated discipline in order of seniority and then to any other furloughed faculty in order of seniority at the college, who are qualified to provide this instruction in the judgment of the Vice President for Instruction as per 11.5(a)
- (f) During the furlough period the college may offer between 24.5 and 36 load units annually of instruction in the seated discipline of the furloughed faculty members provided such load is first offered to the furloughed faculty members in the seated discipline in order of seniority and then any other furloughed faculty, in order of seniority at the college who are qualified to provide this instruction in the judgment of the Vice President for Instruction as per 11.5(a) at prorated pay with the insurance benefits of full-time faculty members as provided in 9.4.
- (g) Before a faculty member is furloughed, the implications of such status shall be fully explained orally and in writing to the faculty member by the President or his/her designee and the member shall make written acknowledgement of the explanation.

11.11. Appeals

- (a) The requirements of this article are subject to the grievance procedure only by the Faculty Forum Executive Committee and not by individual bargaining unit members.
- (b) The need for a RIF, the disciplines that would face reductions or elimination and the determination of qualifications for placement in positions outside a seated discipline are at the sole discretion of the College and the Board of Directors and not subject to the grievance procedure.
- (c) Any such grievance shall be initiated in Section 5.a of Article 5 and conform to all the requirements therein except as modified here. In order for such grievances to be filed in a timely manner, the Faculty Forum may not initiate their grievance until the affected faculty member(s) has personally been given written notice of the President's recommendation affecting the member's position. The Forum may not file a grievance any later than fifteen (15) calendar days after the provisions of 11.1(c) have been followed by the College.

ARTICLE 12 – EVALUATION AND PERSONNEL FILES

12.1. Evaluation

- (a) Each member shall undergo evaluation(s) pursuant to procedures and criteria promulgated by the College.
- (b) After each evaluation is completed by the college designated evaluator and discussed with the faculty member, the faculty member shall have the right to have a review team review any specific objection(s) to the designated evaluator's evaluation. A written request containing the specific objection(s) for such a review of his/her evaluation must be given to the faculty member's department chairperson within five (5) working days of the meeting between the designated evaluator and the faculty member held to discuss the member's evaluation.
- (c) The evaluation review team shall be composed of one (1) faculty member chosen by the Faculty Forum and one (1) administrator chosen by the Vice President for Instruction. The team's review will be limited to investigating the specific objections, but it may replicate any part of the prior evaluation. The team shall discuss its written findings and recommendations as soon as is possible with the affected faculty member, the designated evaluator, and the faculty member's department chairperson. The review team's written findings and recommendations shall be attached to the faculty member's evaluation record and may not be substituted for the original evaluation.
- (d) This review process shall not delay any action that the College would normally take in acting on the designated evaluator's evaluation.
- (e) No grievances shall be allowed over any portion of this subject or this section.

12.2. Personnel Files

- (a) Each faculty member shall have the right to review the contents of his/her own personnel file, which shall be exclusive of materials received prior to the date of employment by the College. One official personnel file for each faculty member shall be maintained by the College.
- (b) All material placed in a faculty member's personnel file upon the effective date of this collective bargaining agreement must have the signature of the appropriate Vice President and must be dated. The faculty member may request a copy of any materials in his/her personnel file with the exception noted in 12.2 (a) above at his/her own expense. The faculty member may also include in his/her personnel file a written response to any material in the file.
- (c) At any time, a faculty member shall have the right to indicate those materials in his/her own personnel file, which he/she believes to be obsolete. Such identified materials may be sealed within the personnel file upon mutual agreement of the faculty member and the President of the College; provided, however, the seal may be removed by the faculty member whose file it is or by the College President.
- (d) Access to a faculty member's personnel file shall be limited to only the faculty member involved, such administrators of the College who are assigned to review or place materials therein, such

clerical personnel whose duty it is to maintain personnel files, the Forum (pursuant to its rights under the PECBA), the Board of Directors acting as a body, and such College committees as are charged by the College to consider personnel matters. All faculty member personnel files shall be stored in secure surroundings when not in use by those officially designated herein.

ARTICLE 13 – PROMOTIONS

13.1. Board Prerogatives

The Board of Directors of the College reserves unto itself the exclusive right to promote and does not delegate away from itself that management right by this article.

13.2. College Obligations

The college agrees not to change the promotion criteria during the life of this Agreement without notice to and consultation with the Forum.

ARTICLE 14 – TUITION AND PROFESSIONAL IMPROVEMENT

14.1. Tuition

A bargaining unit member or his/her spouse, documented domestic partner, or dependent to the age of 25 (STUDENT) shall be allowed to enroll as either a part-time or full-time student free of tuition cost but subject to the following limitations:

- (a) The College reserves the right to limit or bar STUDENTS from free enrollment in specific classes when limited enrollment might work a hardship on regular college students.
- (b) Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.
- (c) The STUDENT pays whatever laboratory fees or other fees which are paid by tuition-paying students in the course.
- (d) The employee does not take a course(s) during his/her working hours unless arrangements are approved by the College to make up the time.

14.2. Professional Improvement

(a) Professional improvement is a responsibility of probationary and tenured faculty. Each probationary and tenured faculty member is required to submit and/or revise a four-year professional improvement plan according to a schedule and approved process provided by the College and complete the appropriate plan within the appropriate cycle. The plan shall be reviewed by the designated evaluator and dean prior to being submitted to the appropriate Vice President/Dean.

The plan shall also contain a description of planned professional development activities of the faculty member over the next four years which the faculty member proposes to accomplish.

Each probationary and tenured faculty member is assigned to a four-year cycle of professional improvement. Early in a cycle (no later than May 1 of the first year of a cycle, but

October 15 of the second year for first year probationary faculty), each faculty member shall submit the aforementioned four-year professional improvement plan. If, during the course of the cycle, the faculty member proposes substantive changes to an approved professional improvement plan, he/she should file an amended plan.

- (b) Full time temporary or adjunct instructors who have taught a minimum of forty-five (45) load units for the college (part-time/adjunct/full-time) are eligible to apply for up to \$500 in professional improvement funds per academic year. Once eligibility is established, and with consecutive full time temporary or adjunct appointments, unused amounts will accrue from one year to the next to a maximum accrual of \$1,000 per full time temporary or adjunct instructor. Because funds for all full time temporary or adjunct PIP activities are limited, it is not guaranteed that all approved full time temporary or adjunct professional improvement requests will be funded.

In the event that a full time temporary or adjunct instructor's contract is not renewed, any unused accrual amount for that individual will revert to the Full time Temporary/Adjunct PIP account.

Full time temporary or adjunct instructors who intend to apply for PIP funds will prepare a Professional Improvement Plan for submission to PIRT following the approved PIRT guidelines.

14.3. Professional Improvement Accounts

- (a) Funds will be put into the respective Professional Improvement Accounts according to the rates which follow:
 - \$600 per year, per full-time, probationary and tenured faculty member.
 - \$250 per year, per full-time temporary and adjunct instructor up to a maximum contribution of \$6000 in any given year
- (b) If the balance in the full time temporary/adjunct instructor professional improvement account on July 1 of any year exceeds \$15,000, up to \$5000 of this balance may be used by the Vice President for Instruction for professional development activities for the full time temporary and adjunct instructors including, but not limited to, workshops, speakers and funds for assessment and curriculum development. Full-time temporary and adjunct instructors with an approved professional improvement plan may submit a request to the Vice President for Instruction for PIP funds (in accordance with PIP guidelines for full time temporary and adjunct instructors) to draw on this account for assistance in completing the professional improvement activities, subject to the limitations of Article 14.2 (b) and 14.3 (a).
- (c) If, on July 1 of any year the projected carry-over into the next year of the full-time PIP account is projected to be in excess of \$75,000, the College may move up to \$35,000 to a targeted fund to be drawn on at the discretion of the Vice President for Instruction to support program innovation or unique professional development opportunities beyond those covered by professional travel or PIP funds, when the project or activity has the support of the department. An annual spending report of any funds moved from the PIP account for such purposes will be made to the Forum, upon request.

Although the funds are generated on a per faculty member basis, the funds are not considered to be a part of the salary of a faculty member, nor does any faculty member or the Forum have any claims on the funds except through an approved professional improvement plan.

- (d) If a faculty member is to receive a salary or reimbursement for an activity which is presented for professional improvement funding, a budget for the professional improvement should be submitted which includes the salary or reimbursement. In no case should the total of the outside salary and/or reimbursement, and the College funds exceed 110% of the faculty member's pro-rated regular salary for the period.
- (e) In order to assure linkage of activities to the Professional Improvement Plan, funding requests must be approved prior to the activity or purchase. In order to expedite requests presented at different times and in different formats, the Vice President for Instruction or designee may approve a professional improvement plan and grant funds for activities or purchases in support of that plan, but normally the chair and dean will be consulted. A probationary and tenured faculty member's professional improvement obligation must be carried out whether or not funding from the College is provided.

ARTICLE 15 – SAVINGS

Except as otherwise provided for in this Agreement, should any article, section, or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law or administrative rules; but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement. The parties shall, upon written request of either party, meet to renegotiate a substitute for the removed article, section, or clause. Failure to renegotiate a substitute provision shall not be subject to the grievance procedure of this Agreement.

ARTICLE 16 – FUNDING

16.1. Recognition

The parties to this Agreement recognize that revenue necessary to operate the College's educational and service programs and its facilities and operations must be approved by established budget procedures and, in certain circumstances, by vote of the citizens of the College district.

ARTICLE 17 – WAIVER

The Forum and the College both acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Forum, for the term of this Agreement each voluntarily

and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they were negotiated or signed this Agreement. All terms and conditions of employment not covered or abridged by this Agreement shall continue to be subject of the direction and control of the College and its Board of Directors.

ARTICLE 18 – INTELLECTUAL PROPERTY RIGHTS

18.1. Intellectual Property Rights

Unless otherwise provided for in a separate agreement between individual faculty member(s) and the College, the conditions laid out in this Article shall apply.

18.2. Definition of Intellectual Property

Intellectual property includes instructional materials, and may extend to patents and copyrights. Separate agreements are required when projects undertaken with College support may lead to patents. Instructional materials include materials originally developed by the faculty member for use in teaching in any form (including digital, print, video, physical objects and textbooks, lectures, lecture notes and material, assessment materials, images, models, demonstrations or lab materials, multi-media presentation, web content and course software.)

18.3. Ownership of Intellectual Property

Absent an agreement between the faculty member(s) and the College to the contrary, the following rules shall apply:

The faculty member shall be the sole owner of the intellectual materials except in cases where the College provides support for the development of the instructional materials beyond the faculty member's normal salary. In such cases, limited joint ownership with the College as defined in 18.4 shall occur and faculty members are required to report annually any revenue received to the Vice President for Instruction. Examples of additional support include: sabbatical leave, professional improvement funds, load unit assigned for materials development, College or COCC Foundation funds or in-kind support provided as match for an external grant, internal grants such as Innovation funding, assignment of a design team to assist in materials development, and any stipend or payment in addition to the faculty member's ordinary compensation such as additional load units for an on-line course.

While the faculty member is employed at the College, any use of the materials to which this article applies shall require the express agreement of both joint owners (the faculty member and the College). The faculty member may use the materials in the following ways without obtaining permission of the College: Making reproductions of the materials for his/her personal use in teaching, scholarship and research; altering the materials, adding to them or updating the content; and using the materials for scholarship and research by colleagues or students. The faculty member retains the right to be identified as the author of the work including the right to decide whether to allow his/her

name to be displayed in association with the work. Should the faculty member leave the employment of the College, the faculty member may take the materials to, and use them with, any educational institution by which they are employed.

18.4. Joint Ownership Conveys Limited Rights to College

Joint ownership of the intellectual materials conveys to the College the following rights:

- (a) The right to receive one-half the revenue generated by the intellectual materials until the College's investment of support as identified in 18.3 is repaid. Thereafter 100% of the revenue is distributed to the faculty member or members and no further reporting is required.
- (b) The College retains the right to control whether the College's name or logo is displayed in association with the work and the right to require appropriate acknowledgement of College support in the creation of the materials.
- (c) The right to borrow portions of the work for use in compilations or other composite works.
- (d) If the faculty member leaves the employment of the College, the College retains a royalty free, nonexclusive license to use the materials in the following ways without obtaining permission from the faculty member: Adding to the materials or updating their content; transmitting, distributing, performing, reproducing, or displaying the materials for its students; and the right for Central Oregon Community College faculty, staff and students to make reproductions of the materials for use in teaching, scholarship and research. If the faculty member leaves the College in a non-voluntary RIF (RIF) as defined in Article 11, the ownership right referred to in this paragraph shall not accrue to the College.
- (e) For any of the materials for which joint ownership applies, either of the joint owners must notify the other joint owner before entering into any collaboration with a third party which may result in multiple ownership of the materials.
- (f) If the faculty member assigns ownership right to a third party, the College retains the right to modify the materials, add to them or update their content, and the right to transmit, distribute, perform reproduce or display the materials for its students and employees.
- (g) Should either of the joint owners decide to sell or otherwise dispose of any portion of the ownership rights, the other joint owner has the right of first refusal, and must be offered the opportunity to purchase the ownership rights before they are offered to a third party.

ARTICLE 19 – DURATION

19.1. Effective Dates

This Agreement shall be effective as provided herein and remain in full force and effect from July 1, 2017, until June 30, 2019, when it shall cease and expire on that date. However, if the College and the Forum are engaged in collective bargaining on July 1, 2019, for a successor Agreement, then the parties agree that the benefits in this Agreement in effect on June 30, 2019 shall be maintained by the College until a successor Agreement is executed or until the Forum has exercised its rights and obligations under ORS 243.726, inclusive.

19.2 Modification

Except as noted in Article 9.4, this agreement shall not be modified during its term except by written mutual agreement of the parties hereto.


19.3 Adjunct Salary Schedule Task Force

By October 1, 2017, the COCC Faculty Forum will appoint three of its members to the Task Force and the COCC President will appoint three administrative representatives. The task force will present recommendations to the Labor Management Team and the 2018-19 bargaining teams for consideration by November 2018.

The Adjunct Salary Schedule Task Force is charged to investigate and make recommendations regarding the Adjunct Salary Schedule and movement on the Schedule. These recommendations should be made following research of other Oregon community colleges and local universities.

ARTICLE 20 – SIGNATURES

20.1. Signatures



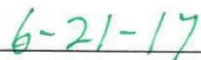
Eddie Johnson, President
Faculty Forum



Vikki Ricks, Chair
Board of Directors



Date



Date

Addendum A – 1: FACULTY SALARY SCHEDULE FOR 2017-18 AND 2018-19

	2017-18				2018-19			
	Asst 1	Asst 2	Assoc	Prof	Asst 1	Asst 2	Assoc	Prof
1	47500				48350			
2	48500	52000			49350	52850		
3	49500	53000			50350	53850		
4	50500	54000	59800		51350	54850	60650	
5	51500	55000	61050		52350	55850	61900	
6	52500	56000	62300		53350	56850	63150	
7	53500	57000	63550		54350	57850	64400	
8	54500	58000	64800		55350	58850	65650	
9	55500	59000	66050	71800	56350	59850	66900	72650
10	56500	60000	67300	73300	57350	60850	68150	74150
11		61000	68550	74800		61850	69400	75650
12		62000	69800	76300		62850	70650	77150
13			71050*	77800			71900	78650
14			72300*	79300			73150	80150
15			73550	80800			74400	81650
16			74800	82300			75650	83150
17			*	83800*			*	84650
18				85300*				86150
19				86800*				87650
20				88300*				89150*
21				89800*				90650*

* See Addendum A - 2

ALL PROMOTIONS GO STRAIGHT ACROSS. YEARLY STEP (NON-PROMOTION) GO DOWN.

Yearly step (non promotion) moves a faculty member one cell down; Promotion moves a faculty member one cell to the right A faculty member moves either one cell to the right or one step down -- but not both.

Doctorates earned after hiring receive additional step increase.

**Addendum A – 2: Transition Adjustments
TO FACULTY SALARY SCHEDULE FOR 2017-18 AND 2018-19**

<u>2017-18</u>	<u>Salary</u>	<u>One-time payment</u>
Associate Professor, Step 13:	\$71,701	-0-
Associate Professor, Step 14:	\$73,256	-0-
Associate Professor, Step 17:	\$79,552	\$800
Professor, Step 17:	\$84,546	-0-
Professor, Step 18:	\$86,261	-0-
Professor, Step 19:	\$88,104	-0-
Professor, Step 20:	\$90,063	-0-
Professor, Step 21:	\$90,662	\$900
<u>2018-19</u>		
Associate Professor, Step 17:	\$79,552	\$1,600
Professor, Step 20:	\$89,150	\$275
Professor, Step 21 (a)*:	\$90,650	\$764
Professor, Step 21 (b)*:	\$90,662	\$1,800

*(a): those who enter Step 21 in 2018-19

*(b): those who were already on Step 21, prior to 2018-19

Addendum B: 2017-18 and 2018-19 Adjunct Salary Schedule

ADJUNCT COMPENSATION	2017-18	2018-19
	\$ per LU	\$ per LU
Step 1: First three quarters	\$559	\$573
Step 2: Next three quarters with successful evaluation	\$577	\$590
Step 3: Next three quarters with successful evaluation	\$595	\$607
Step 4: Next three quarters with successful evaluation	\$613	\$624
Step 5: Next three quarters with successful evaluation	\$631	\$641
Step 6: Next three quarters with successful evaluation	\$649	\$658
Step 7: Next three quarters with successful evaluation	\$667	\$675
Step 8: Next three quarters with successful evaluation	\$685	\$692
Step 9: Next three quarters with successful evaluation	\$703	\$709
Step 10: Next three quarters with successful evaluation	\$721	\$726
Step 11: Next three quarters with successful evaluation	\$739	\$743
Step 12: Next three quarters with successful evaluation	\$757	\$760
Step 13: Next three quarters with successful evaluation	\$775	\$777
Step 14: Next three quarters with successful evaluation	\$793	\$794
Step 15: Next three quarters with successful evaluation	\$811	\$811
Step 16: Next three quarters with successful evaluation	\$829	\$828
Step 17: Next three quarters with successful evaluation	\$847	\$845
Step 18: Next three quarters with successful evaluation	\$865	\$862
Step 19: Next three quarters with successful evaluation	\$883	\$879
Step 20: Next three quarters with successful evaluation	\$901	\$896
Step 21: Next three quarters with successful evaluation	\$919	\$913
Step 22: Next three quarters with successful evaluation		\$930

Memorandum of Agreement on Retiree Insurance

Retiree Insurance

This memorandum of agreement is entered into between Central Oregon Community College (hereinafter referred to as the College) and the Faculty Forum (hereinafter referred to as the Forum) regarding medical insurance for retired and retiring faculty members. Section 6 of Article 9 of the COCC/Faculty Forum Labor Agreement will be deleted. This memorandum of agreement will constitute the entire agreement between the College and the Forum regarding medical insurance for retired and retiring faculty members.

Effective June 30, 2002, current faculty retirees and those faculty members who have retired with the conclusion of the 2001 – 2002 academic year are eligible to receive up to \$550.00 per month to be paid by the College toward the cost of his/her premium for the medical insurance plan in effect for regular status full-time employees.

As of June 30, 2002, faculty eligibility for retirement medical insurance and the level of the College contribution to that insurance will be based on the faculty member's years of service as of that date. Those faculty members with 15 or more years of continuous full-time service (as of June 30, 2002) and who meet the criteria listed below are eligible to receive up to \$500 per month to be paid by the College towards the cost of their premium for the medical insurance plan in effect for regular status full-time employees.

Those faculty members with twelve to fourteen years of continuous full-time service (as of June 30, 2002), and who meet the criteria listed below are eligible to receive up to \$300 per month to be paid by the college towards the cost of their premium for the medical insurance plan in effect for regular status full-time employees.

The current faculty and retired faculty members who are eligible for up to either a \$550 per month, \$500 per month or \$300 per month medical insurance contribution are listed on Attachment A to this Memorandum of Agreement. No other faculty members shall receive a College contribution for retiree medical insurance.

The college will participate in the payment of this amount towards the purchase of medical insurance for retiring faculty members according to the following criteria:

1. The faculty member must be considered by PERS to be a retired member of the COCC faculty and must be receiving benefits from PERS under one of the PERS retirement plans. It is the obligation of the retiring faculty member to inform the College as to his/her status relative to PERS and to any change in PERS status. Failure of the faculty member to notify the College of their PERS status removes all obligations of the College to provide any insurance assistance.
2. The faculty member must be between the ages of 55 and 65, and not eligible for Medicare coverage.
3. The faculty member must have served the College for fifteen (15) years in continuous service as a regular, full-time COCC employee.
4. Spouse, domestic partner, and/or dependent children to the age provided in the current Medical Insurance Plan, who are dependents of the faculty member at his/her date of retirement, shall be covered under the retiree's medical insurance policy, if the retiree so chooses. Coverage for spouse and dependent children shall remain in force only so long as the retiring faculty member is covered under the provisions of this agreement. In the event of the death of the retiring faculty member who has met the provisions of this agreement, the surviving spouse and children who have medical insurance provided by the

provisions of this agreement will be allowed to retain medical insurance coverage under the terms of this agreement for a period of one year from the date of the death of the retiring faculty member to allow the spouse time to obtain his/her own medical insurance. No other person shall be covered, and once an election is made, it may not be changed.

- i. Retirees after 6/30/02 can choose their contributions to go toward the College's medical insurance or receive a taxable stipend equal to the respective maximum contribution. This election must be made no later than 30 days before the date of retirement and once made is irrevocable.
- ii. If the retirement stipend option has been elected, it shall cease the month following the month of death.

Attachment A – Retirement Insurance Eligibility List

Current Faculty & Faculty Retirees
Eligible for Health Insurance Support
8/14/02

Name	Amount		
	550	500	300
Brookover, Bob	X		
Cooper, Robert	X		
Early, Dan	X		
Gallagher, Don	X		
Hought, Duane	X		
Howe, Ellen	X		
Klein, Susan	X		
MacKenzie, Millie	X		
Niederhoff, Rich	X		
Noll, Loretta	X		
Powell, Bob	X		
Smith, Douglas	X		
Tonsfeldt, Ward	X		
Ahern, Gloria	X		
Carroll, Tom		X	
Casey, Peter		X	
Foreman, Lilli Ann		X	
Glenn, Diana		X	
Helfenstein, Franz		X	
Hill, Tim		X	
Kirk, Diane		X	
Lamberton, Lowell		X	
McClelland, Bruce		X	
McCown, Jack		X	
O'Brien, Steve		X	
O'Neill, Patricia		X	
Sanchez, Art		X	
Sequeira, Mike		X	
Smith, Bill		X	
Taylor, Gene		X	
Agatucci, Cora			X
Benefiel, Art			X
Buck, Bill			X
Eberle, Mark			X
Huck, Karen			X
Keener, Julie			X
Kempfer, Kelvin			X
Krempel, Sara			X
Krueger, Terry			X
Mays, Ken			X
Ostrander, Mary			X
Peterson, Margaret			X
Zens, Nancy			X

Memorandum Of Understanding - Faculty Collective Bargaining Agreement

The following have been agreed to by The College and The Forum (as per Article 7.4) regarding faculty salaries for the 2015-16 and 2016-17 faculty contract years:

- 1) All full-time faculty members will step in the salary schedule in each of the 2015-16 and 2016-17 contract years;
- 2) \$350 will be added to each cell at the Instructor/Assistant Professor 1 rank for the 2015-16 contract year;
- 3) Any faculty member in the last cell of any rank in either contract year will receive a salary adjustment equivalent to the amount of a step in that rank;
- 4) Three additional steps in increments of \$19 (\$885, \$904, \$923) will be added to the top of the adjunct salary schedule.



Carol Higginbotham, Faculty Forum President



Shirley Metcalf, COCC President

6/24/2015

Date

6/24/15

Date

Addendum B: 2014-2017* Adjunct salary schedule

ADJUNCT COMPENSATION	AY 2014-2017
	\$ per LU
First three quarters with successful evaluations	\$543
Next three quarters with successful evaluations	\$562
Next three quarters with successful evaluations	\$581
Next three quarters with successful evaluations	\$600
Next three quarters with successful evaluations	\$619
Next three quarters with successful evaluations	\$638
Next three quarters with successful evaluations	\$657
Next three quarters with successful evaluations	\$676
Next three quarters with successful evaluations	\$695
Next three quarters with successful evaluations	\$714
Next three quarters with successful evaluations	\$733
Next three quarters with successful evaluations	\$752
Next three quarters with successful evaluations	\$771
Next three quarters with successful evaluations	\$790
Next three quarters with successful evaluations	\$809
Next three quarters with successful evaluations	\$828
Next three quarters with successful evaluations	\$847
Next three quarters with successful evaluations	\$866
Next three quarters with successful evaluations	\$885
Next three quarters with successful evaluations	\$904
Next three quarters with successful evaluations	\$923

*subject to modification for 2015-16 and 2016-17 only according to Article 7.4 of this agreement.

Memorandum of Understanding

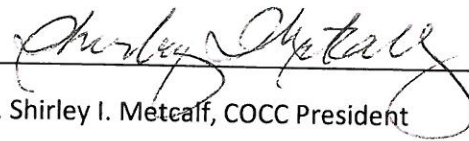
Faculty Collective Bargaining Agreement

The following have been agreed to by The College and The Forum (as per Article 7.4) regarding faculty salaries for the 2016-17 faculty contract year:

- 1) All full-time faculty members will step (or be promoted) to the 2016-17 Faculty Salary Schedule (Addendum A);
- 2) Adjunct faculty members will move down the schedule (Addendum B) as specified in Article 7.3;
- 3) \$275 has been added to each cell at the Instructor/Assistant Professor I rank for the 2016-17 contract year;
- 4) \$3 has been added to each cell on the 2016-17 Adjunct salary schedule.
- 5) Full-time faculty members in the last cell of any rank will receive a salary adjustment equivalent to the amount of a step in that rank;
- 6) The new Adjunct salary schedule goes into effect Fall 2016.



Dr. Eddie Johnson, Faculty Forum President



Dr. Shirley I. Metcalf, COCC President

15 August, 2016

Date

8/15/16

Date



Memorandum of Understanding


Faculty Collective Bargaining Agreement

Details for Addendum A – 2: One-time payments

The following is agreed to by The College and The COCC Faculty Forum:

One-time payments due to faculty members, as noted in Addendum A – 2 (Transition Adjustments) of the July 1, 2014 – June 30, 2019 Collective Bargaining Agreement, shall be paid as part of the January pay period (January 2018 for the 2017-2018 year and January 2019 for the 2018-2019 year).

Authorized Signatures:



Dr. Shirley I. Metcalf
For the College

7/10/17
Date



Dr. Edward W. Johnson
For the Forum

10 July, 2017
Date

RECEIVED

AUG - 7 2017

HUMAN RESOURCES