

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHEMEKETA COMMUNITY COLLEGE

AND

CHEMEKETA FACULTY ASSOCIATION

July 1, 2020–June 30, 2021

2020-2021

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CHEMEKETA COMMUNITY COLLEGE
AND
CHEMEKETA COMMUNITY COLLEGE
FACULTY ASSOCIATION

This Agreement between the Chemeketa Community College District Board of Education and its representatives, hereinafter referred to as the “College” and the Chemeketa Community College Faculty Association of the Oregon Education Association as certified by the Employment Relations Board, and hereinafter referred to as the “Association.” Executed this 8th day of July 2020, at Salem, Oregon, by the undersigned officers of authority on behalf of the College and the Association.

FOR THE ASSOCIATION

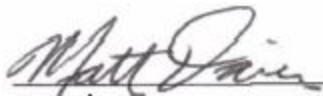
FOR THE COLLEGE



President
Chemeketa Faculty Association



Board of Education
Chemeketa Community College



Chairperson—Negotiation Team
Chemeketa Faculty Association



President/Chief Executive Officer
Chemeketa Community College

TABLE OF CONTENTS BY ARTICLE

Article/Section	Page Number
ARTICLE 1—RECOGNITION	1
A. Bargaining Unit Description	
B. Definitions	
C. Exclusions to Unit	
D. Adjunct Faculty	
E. Part-time Faculty—High School Programs	
ARTICLE 2—MANAGEMENT RIGHTS	3
ARTICLE 3—STRIKES AND LOCKOUTS	3
ARTICLE 4—FUNDING.....	3
ARTICLE 5—ASSOCIATION RIGHTS	4
A. Use of College Facilities	
B. Transaction of Business	
C. Association Communications	
D. College Board of Education Agendas	
E. President as Advisory Representative to Board	
F. Access to Information	
G. Bargaining Unit Rosters	
H. Release Time for Association Representatives	
I. Use of College Copy Center Facilities	
J. Association Investigations	
K. Collaboration on College-Wide In-service	
ARTICLE 6—UNLAWFUL HARASSMENT OR DISCRIMINATION	9
A. Nondiscrimination	
B. Promotion and Maintenance of a Respectful Workplace	

Article/Section	Page Number
ARTICLE 7—RETRENCHMENT	9
A. Definitions	
B. Elimination of Part-Time/Adjunct Faculty Funds	
C. Order of Retrenchment	
D. Notice to Faculty Members	
E. Reassignment Consideration	
F. Recall Provisions	
G. Rights of Full-Time Grant Status Faculty Members	
ARTICLE 8—PERSONNEL FILES	15
A. Maintenance of Files	
B. Working Files	
C. Placement of Materials and Rebuttals	
D. Inspection and Use of Files	
E. Use of Official File Material	
ARTICLE 9—PARTICIPATION—PART-TIME/ADJUNCT FACULTY	17
ARTICLE 10—FACULTY MEMBER EVALUATION.....	18
A. Purpose of Evaluation	
B. Evaluation Methods for Faculty	
C. Probationary and Grant Status Full-Time Faculty Evaluation	
D. Improvement Plan—Full-Time Faculty	
E. Part-Time/Adjunct Faculty Evaluation	
ARTICLE 11—VACANT POSITIONS, NOTIFICATION, TRANSFER, AND EMPLOYMENT	25
A. Full-time Faculty Positions	
B. Faculty Positions	
C. Internal Positions	
D. Application Upgrading	
ARTICLE 12—EMPLOYMENT STATUS.....	27
A. Full-time Faculty	
B. Part-time/Adjunct Faculty	

Article/Section	Page Number
ARTICLE 13—SICK LEAVE	35
A. Definition and Use	
B. Full-time Faculty	
C. Part-time Faculty	
D. Notification and Verification	
E. Sick Leave in High School Partnerships	
ARTICLE 14—LEAVES OF ABSENCE—FULL-TIME FACULTY	38
A. General Long-Term Leaves	
B. Short-Term Leaves	
C. Benefits During Leave	
D. Return from Leave	
E. Return from Long Term Disability Leave	
F. Parental Leave	
G. Family Medical Leave	
H. Return from Parental or Family Medical Leave	
ARTICLE 15—SABBATICAL LEAVE—FULL-TIME FACULTY.....	41
A. Purpose and Definition	
B. Eligibility	
C. Application Process	
D. Selection Process	
E. General Guidelines for Sabbaticals	
F. Compensation	
G. Conditions of Leave	
ARTICLE 16—PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	45
A. Tuition and Expenses for Required Activities	
B. Full-time Faculty	
C. Full-time Faculty Educational Loan Program	
D. Part-time Faculty	

Article/Section	Page Number
ARTICLE 17—BEREAVEMENT LEAVE—FULL-TIME FACULTY	49
A. Provisions	
B. Definition of Immediate Family	
C. Notice to College	
ARTICLE 18—POLITICAL LEAVE—FULL-TIME FACULTY	50
A. Public Service	
B. Running for Public Office	
C. Return from Leave	
ARTICLE 19—PERSONAL BUSINESS OR EMERGENCY LEAVE	50
A. Conditions for Leave	
ARTICLE 20—JURY DUTY.....	51
A. Conditions of Service	
B. Obligations to College	
ARTICLE 21—TUITION WAIVER	51
A. Eligibility	
B. Annual Allotment	
C. Timelines for Using Tuition Waivers for Part-time and Adjunct Faculty	
D. Faculty Enrollment in Classes	
E. Self-Support Classes	
ARTICLE 22—CALENDAR.....	53
A. Adoption of Calendar	
B. Full-time Faculty	
C. Normal Work Period for Part-time/Adjunct Faculty	
D. College Facility Closure	
ARTICLE 23—SALARY.....	55
A. Full-time Faculty	
B. Part-time/Adjunct Faculty	

Article/Section	Page Number
ARTICLE 24—WORKLOADS	62
B. Online Courses	
C. Large Class Size	
D. Full-time Faculty	
ARTICLE 25—BENEFITS	68
A. Committee to Investigate Alternatives to Current Insurance Plans	
B. Insurance Plans Available—Full-time Faculty	
C. Payment of Premiums for Coverages in Section B.1	
D. Payment of Premiums for Coverage in Section B.1.f	
E. Domestic Partner Coverage—Full-time Faculty	
F. Dual Coverage—Full-time Faculty	
G. Retirement Options—Full-time Faculty	
H. Benefits—Part-time/Adjunct	
ARTICLE 26—INSTRUCTIONAL AUTHORITY	72
A. Instructional Methodology	
B. Selection of Textbooks and/or Materials	
C. Provision of Textbooks, Materials, and/or Equipment for Part-time Faculty	
D. Determination of Student Grades	
E. Curriculum and Program Review	
ARTICLE 27—ACADEMIC FREEDOM	74
A. Public Understanding and Support of Academic Freedom	
B. Academic Freedom in Its Teaching Aspect	
ARTICLE 28—ASSIGNMENT OF OVERLOAD AND NON-CONTRACT TERM CLASSES	75
A. Applicability of Article	
B. Notice of Interest	
C. Order of Assignment	
D. Notice to Part-Time/Adjunct Faculty	
E. Pro-Rated Contracts	
F. Full-Time Retirements	

Article/Section	Page Number
ARTICLE 29—FACULTY RIGHTS.....	79
A. Criticism of Performance	
B. Just Cause for Discipline	
C. Right To Be Represented at Meetings	
D. Nondiscrimination	
E. Personal Life	
F. Notice of Resignation	
G. Complaint Processing	
H. Privacy	
ARTICLE 30—OWNERSHIP OF INSTRUCTIONAL MATERIALS	83
A. College Ownership	
B. Faculty Ownership	
ARTICLE 31—ASSOCIATION DUES AND FEES	85
A. Association Dues	
B. Hold Harmless	
ARTICLE 32—GRIEVANCE PROCEDURE.....	85
A. Definitions	
B. Purpose	
C. Initial Resolution of Issues	
D. Steps for Formal Grievance	
E. Costs of Arbitration	
F. Initiation of Group Grievances	
G. Association Grievances	
H. General Provisions	
ARTICLE 33—STATUS OF AGREEMENT.....	90
A. Full Agreement	
B. Mandatory Subjects of Bargaining	
C. Changes in Personnel Policies	
D. Severance Provision	
E. Precedence of Agreement	
F. Individual Employment Contracts	
G. Duration	

Article/Section	Page Number
H. Payroll Deductions and Electronic Transfers	
I. Notice of Modification	
J. Status of Expired Agreement	
K. Printing of Agreement	

APPENDICES

Appendix A-1:	
2020–2021 Salary Index.....	93
Appendix A-2:	
a. Salaried Faculty Salary Schedule Effective July 1, 2020	94
b. Part-Time (Adjunct) Faculty Salary Schedule Effective Fall Term 2020–Summer Term 2021	95
Appendix B:	
Long Term Disability	96
Appendix C:	
List of Programs and Disciplines.....	97

ARTICLE 1—RECOGNITION

A. BARGAINING UNIT DESCRIPTION

Chemeketa Community College hereby recognizes the Chemeketa Faculty Association, affiliated with the Oregon Education Association and the National Education Association, as the exclusive representative of a merged bargaining unit consisting of employees hired by the College primarily to perform the following duties:

1. Teaching credit courses,
2. Student mental health and career counseling,
3. Program Chair,
4. Reference librarian,
5. Cooperative work experience/Internship instruction,
6. Teaching noncredit courses in Adult Basic Education, English for Speakers of Other Languages, High School Partnerships, and General Educational Development,
7. Providing online education support to faculty,
8. Providing editorial education support for Chemeketa Press,
9. Performing duties that the College and Association mutually agree are best performed by bargaining unit members.

B. DEFINITIONS

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

1. Full-time Faculty: Those faculty members hired into positions designated as full-time faculty positions by the College.
2. Part-time Faculty: Those faculty whose duties are described in Article 1.A and who are employed for the equivalent of
 - a. 3 ILCs or more in a given term;
 - b. Not more than 26 ILCs in an academic year with the exception of those whose assignments are described in Article 1.D. and 1.E;
 - c. Also included are faculty who are in programs that are funded by agencies other than the College (programs or courses funded by monies greater than 50% from outside sources/agencies [not for individual tuition reimbursement]) that exceed the averaged fifty percent (50%) workload limitation in Article 1.B.2.b by signing several contracts.

3. Employee(s)/Faculty/Member(s)/Instructor: Unless the terms employee, member, instructor or faculty are specifically identified as being full-time or part-time/adjunct, these terms will reflect the members of the entire bargaining unit.

C. EXCLUSIONS TO UNIT

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

D. ADJUNCT FACULTY

1. For every full-time faculty position above 190, the College may schedule three (3) part-time faculty above the ILC limits in Article 1.B.2.b.
 - a. Adjunct faculty may be scheduled up to 28 ILCs in the academic year (Fall, Winter, Spring terms) and up to 16 ILCs in Summer term without being considered as full-time faculty.
 - b. Adjunct faculty hired under this section will be offered three-term contracts. Additionally, they will be assigned one office hour per week and will be compensated for these office hours according to Article 23.B.7.
2. For five (5) of the positions described in Article 1.D.1, the College may schedule the adjunct faculty to teach up to forty-five (45) ILCs in the standard academic year (Fall/Winter/Spring). Adjunct faculty who are on Step 5 or above are eligible for these positions. Chemeketa full-time faculty retired from PERS are not eligible for these positions.
 - a. Adjunct faculty hired under this section will be offered:
 - i. A three-term contract defined in Article 12.B.2 and five office hours per week. They will be compensated for the office hours according to Article 23.B.7.
 - ii. The same health insurance benefits as a regular full-time faculty as described in Article 25.

- b. No more than three (3) one-year contracts may be offered to any one individual. No more than three (3) consecutive one-year contracts may be offered within the same program without the College, at its sole discretion, declaring the position vacant and recruiting for the vacancy as described in Article 11.

E. PART-TIME FACULTY—HIGH SCHOOL PROGRAMS

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

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

ARTICLE 2—MANAGEMENT RIGHTS

The Association recognizes that the College has the responsibility and authority to manage and direct and otherwise control, on behalf of the public, all of the operations and activities of the College. The College retains all rights and prerogatives not specifically restricted by this Agreement.

ARTICLE 3—STRIKES AND LOCKOUTS

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

ARTICLE 4—FUNDING

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

ARTICLE 5—ASSOCIATION RIGHTS

A. USE OF COLLEGE FACILITIES

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

B. TRANSACTION OF BUSINESS

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

C. ASSOCIATION COMMUNICATIONS

The Association shall have the right to reasonable use of channels of communication at the College—such as the College's mail, email service, and faculty mailboxes—to communicate with bargaining unit members regarding collective bargaining, including the administration of collective bargaining agreements; the investigation of grievances or other disputes relating to employment relations; and matters involving governance or business of the Association. The Association's use of the College's electronic resources will comply with College Policy 1760—Electronic Information Resources. If the College is considering any change to Policy 1760, the Association will be invited to participate in those discussions.

The Association shall have the right to use bulletin boards or display spaces in buildings housing four (4) or more faculty.

D. COLLEGE BOARD OF EDUCATION AGENDAS

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

E. PRESIDENT AS ADVISORY REPRESENTATIVE TO BOARD

The President of the Association shall be the official advisory representative to the College Board and may attend all regular and special meetings of the Board. The representative may participate in all public proceedings with

voice but without vote. If the President of the Association is unable to attend the meeting, another officer of the Association may substitute for the President. The Association shall have the right to distribute a written report to the board at all regular meetings.

F. ACCESS TO INFORMATION

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

G. BARGAINING UNIT ROSTERS

By the last Friday of each month when there is a payroll deduction for Association dues (usually October through June), the College will provide the Association available member information as it is provided to OEA in an Excel-compatible file or other editable digital file format agreed to by the Association:

Name	Date of Hire
Cellular Phone	Home Phone
Work Phone	Work Email Address
Personal Email Address	Home Address/Mailing Address
Job Title	Salary
Worksite Location	

Within ten (10) calendar days of the date of hire, the College will provide the notice of hire, including employment status, for any newly hired faculty member.

H. RELEASE TIME FOR ASSOCIATION REPRESENTATIVES

1. The Association may annually purchase release time for full-time faculty at the highest step on the current year's part-time salary schedule inclusive of any benefits to a maximum of 34.5 ILCs for representatives designated by the Association. The Association will purchase this release time at an amount equal to any and all costs associated with it.

A maximum of 22.5 ILCs of the total may be used for release time for the Association President.

The Association may pay stipends directly to adjunct/part-time faculty of their choosing to work on Association business, including the processing of grievances. These arrangements will not affect workload limitations.

2. Notice of the amount of workload reduction requested, for the Association President and Vice-President of Full-Time Faculty, shall be given prior to July 1 of each year for the following academic year, unless agreed otherwise by the President of the College. The Association will notify the College of any other bargaining unit member to have ILC release 60 calendar days prior to the starting date of the effective term.
3. The College will pay for a release of 4 ILCs per term at the highest step on the part-time salary schedule for both the Association President and the Vice-President of Full-time Faculty to prepare for and participate in College Board of Education meetings, President's Advisory Committee meetings, Contract Management meetings, and grievance meetings. If a part-time/adjunct faculty member is designated as the Association President, then the College will pay the equivalent of 4 ILCs per term at the highest step on the part-time salary schedule. This arrangement will not affect part-time/adjunct workload limitations.

The College may, in addition, offer either ILCs of release time or a commensurate stipend to the Association President, Vice-President for Part-Time Faculty, and/or Vice-President of Full-Time Faculty for participation in other activities designated by the College.

4. The Association Vice-President for Part-time/Adjunct Faculty will be offered at least one (1) class per term during the year including summer as long as he/she is qualified and the courses are available. While holding said position, the faculty member will have assignment preference over other full-time and part-time/adjunct faculty for overload courses.

I. USE OF COLLEGE COPY CENTER FACILITIES

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

J. ASSOCIATION INVESTIGATIONS

1. In furtherance of its duty to represent its members, the Association has the right to conduct investigations regarding alleged violations of this Agreement committed against bargaining unit members. This includes the ability to contact relevant College administrators. The Association may meet with bargaining unit members during the member's regular work hours at the member's regular work location to investigate and discuss grievances, workplace-related complaints, and other matters relating to employment relations.
2. The Association and people designated by the Association to act on its behalf have the right to request interviews with potential witnesses.

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

3. The following procedures will be followed, depending upon whether the Association seeks or does not seek College cooperation in arranging interviews of non-supervisory employees:
 - a. If the Association or its representatives determines they will approach directly any non-supervisory employee to request an interview:
 - 1) The Association may make that request without notice to the College.
 - 2) Any non-supervisory employee so contacted is free to agree to an interview or refuse to be interviewed by Association representatives. Such employees need not seek permission from or notify the College of their choice to meet directly with Association representatives.

- 3) If employees wish to be accompanied during such interviews, they may ask their labor organization to provide them with separate representation. They may also ask the College to provide a supervisory-level staff member to sit in on the interview, and the College will decide whether to grant this request.
 - 4) Interviews with non-bargaining unit College employees will be conducted at a time as determined in collaboration with the non-bargaining unit employee's supervisor. Interviews will not be conducted in places on College property where the interview would interfere with College business or with other employees' use of facilities. Brief telephone or personal contact may occur on duty for the purpose of scheduling off-duty interviews, or setting an off-duty time and method for further communication about these matters. The College cannot otherwise direct non-supervisory employees when they can and cannot meet with Association representatives if those representatives are not seeking the College's assistance.
- b. If the Association or its representatives determine that they wish to contact the College to ask for assistance in arranging for interviews of nonsupervisory employees:
- 1) The Association President or his/her designee will clearly identify to College officials in advance of any contact by attorneys, private investigators, or other persons acting on the Association's behalf.
 - 2) The College shall reserve the right to take the position that it has no obligation to agree to this request to arrange interviews for Association representatives.
 - 3) If the College agrees to assist in arranging for interviews of non-supervisory employees, or if the College agrees, upon request of the employee to furnish a supervisory-level employee to sit in on the interview, such interviews will be conducted at mutually agreeable times and places. The College may have a representative present at such interviews if it chooses.

K. COLLABORATION ON COLLEGE-WIDE IN-SERVICE

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

ARTICLE 6—UNLAWFUL HARASSMENT OR DISCRIMINATION

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

B. PROMOTION AND MAINTENANCE OF A RESPECTFUL WORKPLACE

All employees are expected to interact with co-workers and the public in a professional, respectful manner. Additionally, all employees are expected to comply with State and Federal civil rights law and College policies/procedures 1750 (Harassment/Discrimination), 1751 (Sexual Harassment), 1752 (Respectful Workplace), and 1753 (Consensual Relationships). This includes refraining from any type of behavior, action, or language that could be reasonably perceived as unlawful harassment or discrimination.

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

The College will follow the procedures identified in Article 29.G if a faculty member is alleged to have violated any of the college policies mentioned above.

ARTICLE 7—RETRENCHMENT

Article 7.A–F applies only to full-time probationary and regular status faculty members. Full-time grant status faculty members are covered only under Article 7.G. Trial status faculty members are not covered under this article.

A. DEFINITIONS

1. Retrenchment

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

2. Program or discipline

For the purposes of this article, "program or discipline" refers to the programs and disciplines listed in Appendix D.

3. Budgetary Organizational Unit

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

4. Seniority

- a. Seniority is the length of continuous service from most recent date of employment in a program or discipline throughout the district where the faculty member has two (2) years of full-time work experience within the last five (5) years. Seniority shall not be broken by approved leaves of absence, or transfer to a non-bargaining unit assignment with the College which is of three (3) years or less in duration.
- b. Faculty members who are employed by the College outside the bargaining unit shall not accrue seniority while they are outside the bargaining unit. In any case, if they remain outside the bargaining unit for more than three (3) consecutive years, they shall relinquish all seniority rights.
- c. A faculty member in a program or discipline who subsequently takes a grant-funded assignment in the same program or discipline shall maintain and continue to accrue seniority in the program or discipline from their original date of hire.

B. ELIMINATION OF PART-TIME/ADJUNCT FACULTY FUNDS

1. Except as provided in Article 7.B.2 and 7.B.3, prior to retrenchment of a full-time faculty member, part-time faculty funds within the impacted budget organizational unit in which a full-time faculty member is funded will be eliminated before a retrenchment occurs.
2. Up to 25 ILCs per academic year may be taught in the program or discipline within the impacted budget organizational unit by part-time faculty. If more than 25 ILCs per academic year are offered, the College will be required to recall any eligible retrenched full-time member. (Article 7.F)

Any part-time courses will first be offered to the most senior eligible retrenched full-time faculty member.

3. The following applies if a retrenchment occurs among faculty teaching courses in any of the following:
 - Developmental courses (pre-100 level course numbers) in Reading/Study Skills, Math, or Writing
 - English as a New Language (ENL),
 - Languages (other than English)
 - a. Up to 275 student contact hours per academic year of non-credit courses may be taught in the program or discipline within the impacted budget organizational unit by part-time/adjunct faculty. Up to 275 contact hours per academic year may be added to the Community Education offerings at the time of the retrenchment.
 - b. If more than 275 contact hours are offered, the College will be required to recall any eligible retrenched full-time faculty member.
 - c. Any instructional workload will be offered to the most senior eligible full-time faculty member (Article 7.F).

C. ORDER OF RETRENCHMENT

1. If the College determines that retrenchment is necessary, retrenchment shall be made in the following order within each affected program or discipline throughout the district:
 - a. Temporary faculty members

- b. Probationary faculty members
 - c. Regular status faculty members
2. Retrenchment shall be made in inverse order of seniority throughout the district-wide affected program or discipline, provided the remaining faculty members have the necessary qualifications to teach the remaining courses and/or perform the remaining duties. A faculty member is qualified to teach if they meet the minimum qualifications of the most recent job announcement or have taught the remaining courses within the last five (5) years.

D. NOTICE TO FACULTY MEMBERS

1. When the College determines that a retrenchment is necessary for non-grant status faculty, it must occur at the end of an academic year and the College shall:
 - a. Notify the affected faculty members and the Association by January 31 of that academic year.
 - b. Prior to May 31 of that academic year, provide the faculty member and the Association an opportunity to present and discuss alternatives to retrenchment, such as reassignment or transfer.
2. The effective date is defined as the faculty member's last day of employment.
3. The College will continue paying the employer contribution of health insurance premiums called for in Article 25 through September 30.

E. REASSIGNMENT CONSIDERATION

1. Faculty members who are reassigned or transferred may be required to complete specified activities in a reasonable, specified period of time for the purpose of more completely equipping themselves for their new assignments. Article 16 shall not apply to this situation. Failure to meet these requirements may result in the retrenchment of the faculty members from their previous positions.
2. The specified activities for affected faculty members shall be determined by the appropriate administrator after conferring with the members of the

- faculty members' new department(s). These activities shall be determined only after an examination of the academic preparation, previous experience, and other background of the persons affected.
3. Qualifications for positions shall be no more than what would normally be required of new hires.
 4. Costs associated with such retraining may be borne by the College and/or may be loaned to the faculty member at the discretion of the College. Such a loan may be forgiven if agreed-upon conditions for the loan have been met.

F. RECALL PROVISIONS

A non-grant status faculty member affected by reassignment, transfer, or retrenchment shall have recall rights within his/her district-wide program or discipline for thirty-six (36) months and shall be recalled in inverse order of being reassigned, transferred, or retrenched provided he/she is qualified to perform the assignment to which he/she is being recalled.

1. Nothing in this Section shall preclude the College from offering a retrenched faculty member another position at the College for which the College determines he/she is qualified. In such a case, the provisions of Article 11 would not apply.
2. The College will consider the recall and reassignment or transfer to vacant positions which become available in the bargaining unit during the recall period. The training requirements and guidelines in Article 7.E could also apply to this situation.
3. Qualifications for recall shall be no more than what would normally be required of new hires.
4. Notice of recall shall be sent by certified mail to the most recent mailing address provided by the faculty member to the College.
5. A faculty member declining recall to a position of the same or greater salary as the position which he/she originally had shall forfeit further recall rights.
6. If a faculty member accepts a temporary position at the College that expires during the initial thirty-six (36) month recall period, regardless of

the FTE or the time period, then the recall period shall be extended by the same number of months or portion of a month the faculty member held the temporary position.

A recall at the same percentage (FTE) level and salary as the original position constitutes a return to the faculty member's original status.

G. RIGHTS OF FULL-TIME GRANT STATUS FACULTY MEMBERS

1. Grant-funded faculty to be retrenched shall be given written notice ninety (90) calendar days prior to the effective date of the retrenchment unless the College is notified of a reduction in grant funds that does not allow for ninety days' notice. In this case, the faculty member shall be given notice of retrenchment within three days of the College receiving notification of the reduction in funding.
2. A grant status faculty member whose position has been terminated or reduced due to discontinued or reduced funding shall:
 - a. be reduced in force by inverse order of seniority by grant and budget organizational unit provided the remaining faculty members within that grant and budget organizational unit have the necessary qualifications to teach the remaining courses and/or perform the remaining duties; and,
 - b. have recall, in order of seniority, to the same or similar position within that grant and budget organizational unit, if the discontinued or reduced grant program is reinstated. Such recall rights shall extend for thirty-six (36) months after the effective date of the faculty member's termination or reduction in workload. Seniority shall be based on length of unit employment with the College. Recall extensions shall be made provided that:
 - i. an accepted assignment in the same grant and budget organizational unit as the original assignment which then expires during the faculty member's initial 36 month recall period shall extend the recall period. The extension will be at the same percentage level and for the same time period as the accepted assignment; and,

- ii. there is a maximum of two funding sources; i.e., the initial funding source and the assignment funding source; and,
 - iii. there is a maximum of two (2) additional years of recall extension for a total maximum of five (5) years of recall;
- c. return to the faculty member's original status when recalled at the same percentage level and in the same funding source as the original position; and,
 - d. have consideration for vacant positions which are considered "internal opportunities" for a period of time equal to the length of his/her employment, to a maximum of thirty-six (36) months provided the individual makes application for each position during the application period.
3. The College will continue paying the employer contribution of health insurance premiums called for in Article 25 for at least 60 days beyond the date of retrenchment.

ARTICLE 8—PERSONNEL FILES

A. MAINTENANCE OF FILES

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

B. WORKING FILES

Nothing in this Agreement shall be construed to prevent or restrict immediate administrators from maintaining individual working files which shall be deemed personal to the administrators as part of their work product.

1. Working files may be used to store all notes and work product of the immediate supervisor for an indefinite period of time, except as follows:
 - a. Materials developed for a faculty member's evaluation, such as goals and objectives, observation data, and summaries of conferences will be shared with the faculty member, and when appropriate placed in the official personnel file. If relevant and timely, such materials may be transferred to a new immediate supervisor.
 - b. Other materials given to the immediate supervisor for his/her information and which may require further investigation will, within 50 working days, either be placed in the official personnel file of the affected faculty member or destroyed.
2. Working files are confidential to the immediate supervisor or designee and the affected faculty member and will not be shared with anyone except:
 - a. To discuss concerns with human resource personnel, or
 - b. To rebut new information introduced by a faculty member in any proceeding, or
 - c. If made part of the official personnel file in a timely manner and as set forth in this Article.
3. Materials from individual working files may not be utilized in any proceedings unless placed in the personnel files of the faculty member as set forth in this Section.

C. PLACEMENT OF MATERIALS AND REBUTTALS

1. Except for employment intent letters and employment contracts returned to Human Resources by the faculty member and other routine materials and any other document already provided to the faculty member with a "cc: Personnel File" listed, the faculty member shall be notified within ten (10) working days of any and all other documents to be placed in the faculty member's personnel file and allowed to respond. Any written response of the faculty member shall be placed in the official file.

2. Faculty members may place in their files documents germane to their careers, like awards and citations. Documents must be on standard size paper and no more than two pages may be submitted in any one year.

D. INSPECTION AND USE OF FILES

The personnel and working files, by appointment, shall be open for inspection by the faculty member, and such other persons as are officially designated by the College or the faculty member in accordance with such rules and regulations as the College may adopt.

E. USE OF OFFICIAL FILE MATERIAL

1. Materials may be expunged from the official file by mutual consent of the College and the faculty member.
2. No materials in the official file more than seven (7) years old will be used in any proceeding conducted pursuant to the terms of this Agreement.

ARTICLE 9—PARTICIPATION—PART-TIME/ADJUNCT FACULTY

- A. The College shall keep part-time/adjunct bargaining unit members informed of standard instructional practices. In order to meet this requirement, a faculty handbook shall be published and made available to bargaining unit employees. The text of the handbook shall be provided to the Association fourteen (14) calendar days prior to official publication and made available to part-time/adjunct faculty.
- B. Part-time/adjunct bargaining unit faculty will be notified in no less than 48 hours in advance and may attend regularly scheduled meetings of their program and department, division, or the College. Each such instructional unit will establish the level of part-time faculty participation.
- C. Part-time/Adjunct members of the bargaining unit shall be included in the following committees, if the committees are active (the number of part-time/adjunct faculty on each committee is denoted in parentheses): President's Advisory Council (2), Academic Standards Advisory Council (2), Opportunity Center Advisory Committee (2), and Curriculum Committee (2). Further, part-time/adjunct members of the bargaining unit may be included on any other committee established by the College. If insufficient numbers of members

volunteer to serve on these committees after the normal recruitment process, the Association President may appoint a member. If the committee positions are still unfilled, then the position will remain vacant.

- D. Part-time/adjunct bargaining unit members who are required to attend meetings described in Article 9.B and those appointed to committees described in Article 9.C shall be compensated for meeting attendance as provided in Article 23.B.6.
- E. For meetings not described above, compensation for actual time met will be as provided in Article 23.B.6.
- F. If any required meeting is cancelled without prior notification (48 hours or more), where the bargaining unit member is not the cause of the cancellation, said faculty member(s) shall be compensated for one hour as provided in Article 23.B.6.
- G. Any substantive changes determined by the College to require training (e.g., Banner, website software, College Policies, Federal/State requirements, etc.) will be with pay. The amount of required time and compensation will be per Article 23.B.6.
- H. A minimum of 30 minutes will be provided for the Association to present information during the New Part-Time/Adjunct Faculty Orientation.
- I. The College recognizes the special role that part-time and adjunct faculty have in fulfilling the mission of the College. The College will evaluate the need for and, when the College finds it necessary, create both shared work and private spaces for their use. This also includes giving part-time/adjunct faculty an opportunity to express concerns and make suggestions on new buildings being planned that may impact their work.

ARTICLE 10—FACULTY MEMBER EVALUATION

A. PURPOSE OF EVALUATION

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

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

B. EVALUATION METHODS FOR FACULTY

The College will evaluate faculty according to accreditation standards established by the Northwest Commission on Colleges and Universities (NWCCU). If, during the term of this contract, accreditation standards change resulting in a portion(s) of this Article being out of compliance, or if the College determines that the College is out of compliance, then the College and Association will convene a committee to develop a Memorandum of Agreement (MOA) to bring the College into compliance.

Nothing in this Article shall be construed to limit the evaluative methods that may be used, or to prevent individual departments from developing independent methods so long as they are consistent with the purposes defined in Article 10.A.

1. Faculty may be evaluated when the College determines to do so. If evaluated, a faculty member will be provided an opportunity to respond. Both the evaluation and the response will be placed in the faculty member's personnel file. The College agrees not to place an evaluation in a faculty member's personnel file without providing him/her an opportunity to review and sign the evaluation.
2. For evaluations done as part of the regular evaluation cycle, the methods of evaluation will be identified and the faculty member consulted on those methods at the outset of the evaluation cycle.

- If the faculty member or the College wants additional methods of evaluation added after the evaluation cycle begins, a similar process of identification and consultation on evaluation methods will be followed.
3. Video cameras used for public safety shall not be used for performance related evaluations.
 4. The faculty member shall be provided a written or electronic copy of every official evaluation, and shall be afforded the opportunity to respond in writing to any evaluations made. If the faculty member chooses to respond, then the response will be attached to the evaluation and placed in the personnel file.
 5. Student and Peer Feedback: To assist faculty in identifying their professional strengths and weaknesses, students and peers will be encouraged to provide feedback to faculty. This feedback may be used as a method of evaluation in the regular cycle of evaluation and to trigger further evaluation and corrective action when appropriate, but shall not be used in any proceeding which involves disciplinary action, termination, or non-renewal of full- or part-time faculty. If used for evaluative purposes, student feedback may not be the sole method of evaluation. Supervisors will collaborate with faculty about the time and method by which student feedback will take place in the classroom. Copies of these evaluations shall be made available to the faculty member.
 6. Faculty shall be provided a job description, access to guidelines for evaluation, and a faculty handbook during the first term of the faculty evaluation cycle.
 7. An early warning notice of performance concern(s) shall be given in writing or electronically to a faculty member when it comes to the attention of the faculty member's immediate supervisor.
 8. At the end of the evaluation cycle, faculty members shall have a post-evaluation discussion with their immediate supervisor. If this meeting cannot be held, the absence of such meeting will not invalidate the evaluation.

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

C. PROBATIONARY AND GRANT STATUS FULL-TIME FACULTY EVALUATION

1. Probationary faculty shall be evaluated at least once during each of the three years of probation. A faculty member can request up to two (2) additional evaluations during the first probationary period. In cases where probation is extended, there shall be one (1) additional evaluation during the additional three (3) terms.
2. Finalized evaluations shall be in writing, identifying areas in which the immediate administrator notes that improvement is required, specifying performance objectives in such areas. The performance objectives to be improved are noted on the evaluation form.
3. During the first three years of employment in a grant funded program, a grant status faculty member shall be evaluated on the same basis as a probationary faculty member in accordance with the procedures established in Article 10.B and 10.C.2 above.
4. In subsequent years, such a faculty member shall be evaluated when the College determines to do so.

D. IMPROVEMENT PLAN—FULL-TIME FACULTY

A regular or grant status full-time faculty member receiving a “Need for Improvement” rating on an evaluation shall be placed on an Improvement Plan. If the College determines it to be the best course of action, a faculty member may also be placed on an improvement plan by the College as the result of the complaint process covered in Article 29.G.

The Association will be sent a copy of any Improvement Plan to help assist the faculty member. Further, the faculty member shall have the right to representation, upon request, at any and all meetings called by the College concerning an Improvement Plan. The faculty member shall arrange for representation so that meetings regarding the plan shall not be unreasonably delayed.

1. The faculty member's immediate supervisor shall hold a conference at which time the faculty member will be given a written improvement plan and will be allowed an opportunity to review the plan with the supervisor. The following applies to the improvement plan:
 - a. Each area in which a "Need for Improvement" is identified on the performance rating will be considered in developing the Improvement Plan. A timeline will also be included.
 - b. The following are some methods which may be utilized in implementing the Improvement Plan. This list is not intended to be exclusive.
 - i. Consultation with colleagues for purposes of assistance in problem areas.
 - ii. Reassignment of duties to facilitate improvement.
 - iii. Additional training or course work.
 - iv. Personal counseling.
 - v. Support and direction by immediate supervisors.
 - vi. Consultation with the Opportunity Center.
 - c. The faculty member's right to confidentiality shall be maintained.
 - d. Improvement plans shall include at least the five sections below with each section containing clearly stated item(s).
 - i. Standard(s) and/or deficiency(ies).
 - ii. Expectation(s) for each standard.
 - iii. How satisfactory achievement of each standard will be determined.
 - iv. Suggestion(s) for achieving each standard.
 - v. Monitoring, assistance, and feedback to be provided by the supervisor.

2. The faculty member will be given sixty (60) calendar days to meet the expected level of performance. This period may be extended by mutual consent in thirty (30) day increments to a maximum of one hundred twenty (120) calendar days extension, for a total maximum of one hundred eighty (180) calendar days.

The Improvement Plan timeline will be put on hold during non-duty terms that are not part of the faculty member's regular contract year. The timeline will also be put on hold during College breaks (e.g. Winter and Spring breaks).

The March 15 date for "Notice of Employment" or nonrenewal shall be extended until the end of the plan.

3. Normally, plan(s) would be extended to coincide with the end of a regular academic term. Whenever four (4) or more areas of performance need improvement, the College may prioritize the plan into two sequential parts. Satisfactory progress, or completion, of part one will then lead to part two. In this case, each part will have its own timeline subject to Article 10.D.2. Both parts of the plan must be satisfactorily completed. Unsatisfactory progress or completion of part one will lead to Article 10.D.5.
4. If, at the conclusion of the improvement plan, the faculty member has met or exceeded the level of performance outlined in Article 10.D.1, the immediate supervisor will notify the faculty member and the plan of improvement shall be discontinued.
5. Faculty members who fail to meet the expected level of performance may be terminated or nonrenewed as provided in Article 12.A.9.

E. PART-TIME/ADJUNCT FACULTY EVALUATION

1. To assist experienced part-time/adjunct faculty in evaluating and improving their instructional performance and to assist such faculty in assessing their qualifications for potential full-time faculty positions, the College agrees to the following procedures.
 - a. Upon written request to his/her immediate supervisor, a faculty member in good standing who is currently on Step 5 or above on the salary schedule shall be formally observed and evaluated annually.

- b. In a timely manner following the evaluation, the immediate supervisor shall meet with the faculty member to discuss his/her performance and if requested, discuss the faculty member's qualifications and prospects for potential employment as full-time faculty.
2. Prior to Step 4, part-time/adjunct faculty will be evaluated and must receive a satisfactory or higher rating, prior to the College moving them to Step 5. (NOTE: All other criteria for step movement will be maintained.) Student evaluations may not be the only component of faculty evaluation. A part-time/adjunct faculty member who receives a less than satisfactory evaluation may have the opportunity to advance to Step 5 in the following year if a satisfactory or higher evaluation is received.
3. If the College determines to not evaluate a part-time faculty member for any reason, the lack of a formal evaluation shall not be used as the sole reason to deny a salary increment or to support disciplinary action. Conversely, the lack of a formal evaluation shall not nullify or restrict the College's right to take disciplinary action.
4. Part-time/Adjunct Faculty Performing Below Expectations

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

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

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

ARTICLE 11—VACANT POSITIONS, NOTIFICATION, TRANSFER, AND EMPLOYMENT

A. FULL-TIME FACULTY POSITIONS

1. DEFINITION OF VACANCY

A vacancy is defined as any full-time bargaining unit position that has been vacated by reassignment and remains vacated for more than two (2) years, resignation, termination, retirement, or death; or any new bargaining unit position.

This article shall not apply to the following:

- a. Temporary appointments of one (1) year or less,
- b. Appointment of two (2) years or less to fill a position vacated by reassignment of a full-time faculty,
- c. Specific reassignments of greater than two (2) years mutually agreed upon in writing by the College and the Association,
- d. Full-time bargaining unit positions which have been retrenched.

2. POSTING OF VACANCY NOTICES

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

3. SELECTION OF CANDIDATES

When faculty hiring committees are initially established, at least one-half of the committee shall be comprised of bargaining unit members. If a member of the bargaining unit who is on the committee cannot continue on the committee, the remaining committee members will complete the recruitment process. Nothing herein shall be construed to limit the right of the College to exercise its sole discretion in the employment of personnel.

4. TRANSFER OF FACULTY

In the event that a vacant position develops on one campus, center, or budgetary organizational unit that is equivalent to a current position occupied by a full-time faculty member, a full-time faculty member who meets the requirements for the position established by the College may request a transfer to the new vacancy without needing to apply for the position.

If more than one full-time faculty member requests placement in such a position, the College will consider the one with the most seniority in the program first.

5. INTERVIEW RIGHTS FOR PART-TIME/ADJUNCT FACULTY

- a. The College shall give preference for vacant bargaining unit positions to qualified part-time/adjunct faculty members who have taught at least one (1) of the immediate last four (4) terms, as self-identified on the electronic application form.
- b. If one part-time/adjunct faculty member meets the above criteria, that individual shall be granted an interview for the vacant position. If two or more part-time/adjunct faculty members meet the criteria above, at least two of those will be granted interviews.
- c. If a part-time/adjunct faculty member is not selected for an interview or for hire, he/she has the right to request an explanation from Human Resources as to why he/she was not selected. This advice will be limited to advice on application materials and/or interview(s).

B. FACULTY POSITIONS

1. RIGHT TO HIRE

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

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

C. INTERNAL POSITIONS

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

D. APPLICATION UPDATING

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

ARTICLE 12—EMPLOYMENT STATUS

A. FULL-TIME FACULTY

1. PROBATIONARY STATUS

- a. Contracts for the probationary period shall be for one (1) year except when the initial employment is to complete an academic year. At least two (2) terms within the same academic year must be served to count as a full year of probationary status. The two (2) terms within the same academic year must be served consecutively unless the probationary faculty member has arranged for an (approved) leave of absence.
- b. After serving three (3) full academic years in probationary status, the faculty member may be required to serve one (1) additional year of probation when, in the judgment of the Dean/Director, the faculty member has not achieved the desired level of improvement outlined for him/her in accordance with Article 10.D.2 but has improved to the extent that the additional year of probation may allow him/her to make further improvement necessary to merit regular status. Extensions of probation must be approved by the appropriate administrator.
- c. Uninterrupted time spent in a temporary, grant, or experimental status shall be counted toward probationary status, except as noted in Article 12.A.3.g and 12.A.4.e.

2. REGULAR STATUS

A faculty member who completes a minimum of three (3) full academic years in probationary status shall attain regular status unless he/she was notified of nonrenewal in accordance with Article 12.A.7 below or of probationary extension in accordance with Articles 12.A.1.b, A.4.d, A.4.e, and A.4.f. The (3) full academic years must be served consecutively unless the probationary faculty member has arranged for an (approved) leave of absence.

3. GRANT STATUS

- a. A faculty member whose position is funded greater than 50% by sources other than general fund or tuition shall be considered to be on “grant status.” However, if the majority of the funding for a position comes from individual tuition payments from students, the faculty member will not be designated “grant status” even if not included in the general fund.
- b. Grant status faculty shall have all the rights and obligations of a bargaining unit member except those limitations expressly imposed by the terms of this Agreement.
- c. Faculty initially employed for grant status positions shall be subject to the normal faculty recruitment and selection processes.
- d. Grant status faculty shall be given terminal employment contracts for not less than one (1) year or for the duration of the grant, whichever is less.
- e. Grant status faculty whose performance is satisfactory shall be offered reemployment in the same position; provided those job expectations have not changed, if the grant program in which the faculty member was employed is renewed for the ensuing year.
- f. A faculty member in “grant status” is not eligible to attain “regular status.” However, the faculty member who has attained regular status prior to accepting an assignment designated as “grant status” shall retain his/her regular status.

- g. Time spent in grant status shall apply towards the attainment of regular status if the faculty member is subsequently employed, without interruption, in a non-grant status position in the bargaining unit and when one of the following conditions is met:
 - i. The faculty member is hired to continue working in the same discipline and with the same job duties. All time spent in the grant status position shall apply towards attainment of regular status.
 - ii. The grant status faculty member with two (2) or more years of continuous bargaining unit service, hired for a general fund position, must satisfactorily serve an additional probationary period for three (3) academic terms before qualifying for regular status. The faculty member will have the option within the first twelve months of the probationary period to return to the prior grant status position as a grant status faculty member, provided the position still exists.
- h. For employment status purposes, it is understood that a self-support position funded by monies greater than 50% from outside sources/agencies (not for tuition reimbursement) is designated as grant status. A self-support position funded by monies less than or equal to 50% from outside sources/agencies is designated as general funded.

4. TEMPORARY STATUS

- a. A temporary faculty member is a person hired by the College to fill a vacated position caused by the absence (e.g., paid/unpaid leave, LTD, reassignment) of a regular or probationary faculty member or to fill a newly created faculty position.

For these positions, the College may appoint an applicant without following the requirements of Article 11. The term of this appointment may only be for one year or less.

- b. A temporary faculty member shall have all rights and obligations of a bargaining unit member except those limitations expressly imposed by the terms of this Agreement.

- c. If the College creates a new regular, grant, or trial position with equivalent duties to the temporary position, the position shall be treated as a new bargaining unit position and subject to the provisions of Article 11. A faculty member in the temporary position will be eligible to apply.
- d. Time spent in temporary status shall apply towards the attainment of regular status if a temporary faculty member is hired into the position through the hiring process. However, there shall be a minimum of three (3) academic terms of normal probationary status before regular status can be obtained.
- e. A grant status faculty member who is hired as a general fund temporary will not accrue seniority in an additional budgetary unit until the replaced faculty member no longer has any rights to return to the position currently being held by the temporary status faculty member. Once the position is vacated by the replaced faculty member, the grant status faculty member will be placed on probationary status in that position for a minimum of three (3) academic terms if the faculty member has provided satisfactory service. However, if a faculty member returns from their absence or if the grant status faculty member is not continued in the temporary position, the grant status faculty member will be returned to his/her former or similar grant position with the additional seniority gained as a temporary faculty member.

5. TRIAL STATUS

- a. A faculty member who is hired into a non-general fund trial position for a limited period of time in order to evaluate the need for a position shall be considered to be on “trial status.” If a faculty member who has attained regular status accepts a trial position he/she will retain regular status.

For the Salem campus only, Trial Status positions will be limited to new curricular areas.

- b. Trial status faculty members shall have all the rights and obligations of a bargaining unit member except those limitations expressly imposed by the terms of this Agreement.

- c. Trial status positions shall be treated as a vacancy and subject to Article 11.
- d. New faculty members hired on trial status shall be given up to two employment contracts for no more than one (1) year each. Probationary or regular status faculty members currently employed less than 1.0 FTE cannot enhance their total FTE employment for more than one year through additional trial status employment.
- e. At the end of the trial period, if the faculty member's performance is satisfactory and the College decides to continue the position, the faculty member will move to their entitled probationary or regular status. In this case, uninterrupted time spent in trial status will be counted toward the attainment of regular status and FTE minimum level.

6. RE-EMPLOYED STATUS

- a. The College may periodically re-employ retired full-time faculty members on a temporary basis as full-time faculty to fulfill staffing needs when faculty vacancies are unable to be filled through traditional hiring processes. These faculty members are said to have "re-employment status."
- b. Re-employment faculty members will be considered members of the bargaining unit represented by the Association.
- c. All contractual rights and benefits under this Agreement and related Memoranda of Agreement will be afforded to re-employed status faculty members, except:
 - i. Re-employed status faculty members will be considered temporary status faculty (Article 12.A.4).
 - ii. Re-employed status faculty members will be placed at their most recent salary step prior to leaving College employment.
 - iii. Re-employed status faculty members are not eligible for leave of absence benefits (Article 14) or sabbatical leave (Article 15) except as provided by state and federal statutes.

- iv. Any sick leave balances a retired full-time faculty member had at the time of retirement will not be reinstated at re-employment.
- v. Early retirement benefits (Article 25.G.2) will be deferred for re-employed status faculty members until the end of the re-employment, and will be based upon the last year of regular employment.
- vi. The College will report on an hour for hour basis for re-employed status faculty members with a PERS status of 07 (current PERS retiree). Re-employed status faculty members are responsible for staying within the calendar year working hour threshold established by PERS.

7. PROBATIONARY STATUS NOTICE

- a. A probationary faculty member may be non-renewed for any cause deemed in good faith sufficient by the College so long as such action is not arbitrary or in bad faith.
- b. The College shall provide written notice of the renewal or nonrenewal decision to the faculty member no later than March 15 if hired in September or not less than forty-five (45) calendar days prior to the expiration of his/her individual contract when initially hired after September.
- c. A notice of nonrenewal shall be sent by certified mail to the faculty member's last known address and shall include the reason(s) for the nonrenewal.
- d. If the College fails to provide such timely notice as provided in Article A.7.b above, then an offer of continued employment shall be considered to have been made and the probationary faculty member may validate such offer by providing written notice to the College after fifteen (15) calendar days of the deadline for such notice, of his/her acceptance of the assumed offer.

8. LETTERS OF INTENT NOTICE

- a. An annual “Letter of Intent” will not be issued to regular status faculty members, unless there is a change in their employment status. Any change in employment status shall be provided in writing and received by the faculty member by March 15.
- b. All faculty members who are not on regular status and are being renewed, shall receive renewal notices including the terms and conditions of employment for the following academic year.
- c. A faculty member who has received notice of renewal or change in employment status shall notify the College in writing of his/her intent to continue employment within 15 calendar days of receipt of notice. Failure by the faculty member to respond in writing to the College’s notification shall release the College from any additional obligation.

9. TERMINATION OF EMPLOYMENT

- a. The employment of a regular faculty member may be terminated for just cause.

Just cause in this Agreement will be defined as:

- 1.) The employee shall have had reasonable notice of the policy or expectation;
- 2.) The policy or expectation shall be reasonably related to the operation of the College;
- 3.) The College shall conduct a fair and thorough investigation;
- 4.) The College shall demonstrate that the employee has engaged in the conduct that is alleged;
- 5.) The College shall apply its rules and expectations consistently, or provide a reasonable rationale for treating the immediate situation differently from prior situations;
- 6.) The College shall administer discipline in a progressive manner, where appropriate given the seriousness of the offense and in accordance with the past record of the employee.

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

10. COMPLETION OF EMPLOYMENT YEAR

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

B. PART-TIME/ADJUNCT FACULTY

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

If the faculty member requests it, the College shall provide the faculty member reasons for the non-renewal in written or electronic form.

1. Except as stated below, contracts for part-time faculty are for one academic term.
2. The following faculty will be given three-term contracts (Fall, Winter, Spring) that will be effective the first day of the fall term. This provision does not guarantee the faculty member any number of ILCs. The assignment of classes will be determined by Article 28.C.
 - a. Part-time faculty who are on Step 8 and who give notification according to Article 28.B.
 - b. Adjunct faculty who have been designated by the College to teach a workload as defined in Article 1.D.1 and 1.D.2.

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

ARTICLE 13—SICK LEAVE

A. DEFINITION AND USE

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

B. FULL-TIME FACULTY

1. ACCUMULATION

- a. At the beginning of each academic year, each full-time faculty member on a 172-day contract shall be granted a ten (10) day sick leave allowance; each faculty member on a 192-day contract shall be granted an eleven (11) day sick leave allowance; and each faculty member on a 222-day contract shall be granted a twelve (12) day sick leave allowance. The accrued but unused portion of sick leave shall accumulate to an unlimited number of days.

- b. At the beginning of the fourth year of full-time employment, but not in succeeding years, each faculty member on a 172-day contract shall be granted an extra three (3) days of sick leave.

2. USE OF SICK LEAVE

- a. Accumulated paid sick leave can be used for family illness or injury (see also Article 14.G) as long as it is consistent with the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Sick leave can be used in whole days when a faculty member is absent for a full duty day or incrementally for less than full days. A full day is counted as 8 hours for the purpose of this section.
- b. Accrued but unused sick leave is not payable on termination of employment for any reason. However, upon retirement the value of one-half (1/2) of accumulated sick leave may be added to the final year's salary for the purposes of determining final average earnings to be used in computing benefits under the Oregon Public Employees Retirement System (PERS) in accordance with ORS 238.350 (355).
- c. Sick leave cannot be used beyond the qualifying period for Long Term Disability Insurance.
- d. Before a faculty member who has been on sick leave returns to work, the College may require a note from the member's physician certifying that the member is able to resume his/her duties.

3. TRANSFER FROM OTHER PUBLIC EMPLOYERS

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

4. WORKER'S COMPENSATION

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

C. PART-TIME FACULTY

Starting July 1, 2018, and at the beginning of each fiscal year, each part-time/adjunct faculty member shall receive forty (40) hours of sick leave. A maximum of forty (40) hours of sick leave may be carried over into a new year, and at no time shall a member's sick leave balance exceed eighty (80) hours.

Part-time/adjunct faculty who are not employed by the College for four (4) consecutive academic terms, including summer term, shall forfeit all accumulated sick leave.

No portion of this leave can be transferred to another college employee or to another institution. This leave is not payable upon separation from college employment.

D. NOTIFICATION AND VERIFICATION

Faculty members who are absent due to illness or injury may be required to keep their Dean/Director or Human Resources informed as to their status. Procedures for reporting shall be as specified by the Dean/Director or Human Resources.

Verification of the necessity for absence from work and use of sick leave from an attending physician or health care practitioner may be required.

E. SICK LEAVE USE IN HIGH SCHOOL PARTNERSHIPS

1. In order to cover sick leave use in High School Partnerships, the College may hire qualified substitutes or may contract qualified part-time/ adjunct faculty. A substitute who is not otherwise a bargaining unit member will not gain membership in the Association by their employment as a substitute in the High School Partnerships program, neither will such a substitute be afforded any additional rights under this Agreement by their employment as a substitute in the High School Partnerships program.
2. When a part-time/adjunct faculty member substitutes for another faculty member in High School Partnerships, it shall not count toward their ILC workload, and they shall be compensated at their ILC hourly rate (Appendix A.2.b).

ARTICLE 14—LEAVES OF ABSENCE—FULL-TIME FACULTY

A. GENERAL LONG TERM LEAVES

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

B. SHORT TERM LEAVES

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

C. BENEFITS DURING LEAVE

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

D. RETURN FROM LEAVE

1. A faculty member returning from unpaid leave shall normally be placed on the salary schedule step earned at the time the leave was granted. However, if the leave was for an approved professional development activity and the faculty member establishes that the activity was satisfactorily completed, he/she will be placed on the same salary schedule step as that which would have been earned had the leave not occurred. In such an event, not more than one (1) additional step may be granted.

2. Reinstatement of group insurance benefits shall be requested of the insurance carrier(s) but reinstatement shall be governed by the terms of the insurance policy or policies.

E. RETURN FROM LONG TERM DISABILITY LEAVE

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

F. PARENTAL LEAVE

1. Faculty who are becoming parents, either natural or adoptive, shall have the right to take parental leave for a maximum of one (1) year per event. Such leave shall be without compensation except as noted in Article 14.F.2 below.
2. Eleven (11) weeks per event shall be paid leave with benefits at their normal rate of pay with the requirement that the faculty member first uses ~~all~~ accrued sick leave, until ten (10) days of accrued sick leave remain. This paid leave will be prorated for faculty at less than 1.0 FTE.
3. When parental leave begins after the term has started, the faculty member and their Dean/Director shall collaboratively create a special work assignment to cover the duty days before and/or after the leave. The special assignment shall count as the faculty member's normal workload.
4. If the Dean/Director decides to have the faulty member teach their originally assigned course before and/or after their leave, the College may assign a part-time/adjunct faculty member to cover the remainder of

the course while the originally assigned faculty member is on leave, in accordance with Article 28. In this case, it shall not affect the part-time/adjunct faculty member's ILC limits for the term or year, and they shall be compensated at their ILC hourly rate (Appendix A.2.b).

5. If the faculty member decides to utilize the leave, it must be taken within one (1) year.
6. See also Article 14.G and H below.

G. FAMILY MEDICAL LEAVE

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

H. RETURN FROM PARENTAL OR FAMILY MEDICAL LEAVE

1. Faculty members who take parental or family medical leave after completion of at least two (2) consecutive terms of an academic year will

receive credit for a full year of experience; however, time spent on parental or family medical leave may not be applied toward the completion of the probationary period.

2. Except as provided in Article 14.H.1 above, faculty returning from parental or family medical leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.
3. Upon request by the faculty member, the College may extend the leave beyond the time limit specified in Article 14.F.1 and 14.G above. However, credit on the salary schedule shall not be allowed for such extensions.

ARTICLE 15—SABBATICAL LEAVE—FULL-TIME FACULTY

A. PURPOSE AND DEFINITION

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

B. ELIGIBILITY

1. Upon recommendation of the Sabbatical Review Committee, in accordance with its established guidelines and procedures, leaves shall be granted up to the annual maximum full-time equivalent (FTE) of four percent (4%) of the full-time probationary and regular status (but not grant status) members of the bargaining unit. Any approved partial sabbaticals will be prorated to a FTE basis. This FTE will be totaled then rounded up to the nearest whole number to determine the number of sabbatical terms used. This rounded-up total will also be used to determine the remaining number of terms still available for one-term spring sabbaticals.
2. Initially, regular full-time faculty members who have completed six (6) years of service in the bargaining unit (unbroken by resignation) and who are in good standing shall be eligible for three (3) terms of sabbatical leave.

Any approved partial sabbatical will be considered the same for that individual as a full 100% sabbatical in terms of eligibility and use (i.e. a term of leave is a term of leave regardless of percent time of sabbatical for that individual).

3. After initial sabbatical eligibility is established and at least one (1) term of sabbatical has been taken, a faculty member shall become eligible for one (1) additional term of sabbatical leave for each additional two (2) years of full-time (or equivalent) service in the bargaining unit.
4. The maximum accumulation of sabbatical leave at any time shall be three (3) terms.
5. No accrual of sabbatical leave credits shall occur while the faculty member is on any leave. A resignation will eliminate any accrued sabbatical leave credit.

C. APPLICATION PROCESS

1. Verify eligibility with Human Resources.
2. Sabbatical leave applications, available on the employee Dashboard, must be completed and submitted in writing to the requesting faculty member's Dean/Director no later than the third work day of the start of Winter Term for leaves to be taken the following year.
3. Completed forms, signed by the Director/Dean, must be submitted to the Sabbatical Review Committee no later than January 31.
4. If all eligible leaves are not awarded by the April Board meeting, applications for a spring leave will be accepted until October 1.

D. SELECTION PROCESS

1. The Sabbatical Review Committee comprised of six (6) members shall be appointed. Three (3) persons shall be appointed by the Association and three (3) persons by the College. Criteria for qualifications and procedures for the application of such criteria shall be determined by the Sabbatical Review Committee and be consistent with the purpose in Article 15.A.

2. The Committee shall review all applications and make recommendations on each applicant to the Vice President of Instruction and Student Services prior to the March meeting of the Board. Faculty members with approved sabbaticals will be officially notified by the College after Board approval in April.
3. If a faculty member declines an approved sabbatical, the Committee will reconvene to evaluate and recommend a replacement. Such approval, however, is subject to fiscal and/or time constraints on the College.

E. GENERAL GUIDELINES FOR SABBATICALS

1. The applicant's proposal shall be of value to self, department, and the College.
2. The applicant's proposal should be related to previous experience or background.
3. The applicant's proposal shall be focused and definitive.
4. The applicant's length of service to the College and the number of sabbatical terms previously granted shall be considered.
5. A wide variety of research and/or experiential methods to accomplish goals shall be allowed.
6. A fair distribution of sabbatical opportunities to all departments/programs represented in the applicant pool shall be considered.
7. A proposal for 100% sabbatical leave time for one or more terms shall be given highest priority. If, at this point, there is still sabbatical leave available, partial sabbaticals will be reviewed and considered.

F. COMPENSATION

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

1. Faculty members taking a full year's 100% sabbatical will be given two options for the seventy-five percent (75%) compensation.

- Option 1: 75% pay during sabbatical year, then return for two (2) years at full pay.
- Option 2: The difference between 75% compensation and 100% compensation shall be deducted equally over the twelve (12) months during the sabbatical year and twenty-four (24) months after returning, i.e., deducted over thirty-six (36) total months.
2. Faculty members who have never taken a sabbatical at the College and who have had at least ten (10) years of full-time service in the bargaining unit shall be compensated at eighty-five percent (85%) for up to three (3) terms of leave which must be taken within six (6) years of the commencement of the first term of leave.
 3. All other faculty member benefits shall be maintained at the normal rate during the period of the sabbatical or partial sabbatical.
 4. Any partial sabbatical shall be prorated financially. Salary will be averaged on a monthly basis over the individual's contract year in which the sabbatical leave is taken. Option 2 in Article 15.F.1 above is not available for partial sabbatical leave.

G. CONDITIONS OF LEAVE

1. A faculty member on leave shall file a quarterly report of activities and accomplishments with their Dean or Director.
2. Upon completion of the sabbatical leave, the faculty member must return to the employ of the College for a period two (2) times as long as the duration of the leave. The College agrees that the employment offer will be of at least equal status to that held prior to the leave. Any partial sabbatical leave time shall be considered the same as a full 100% leave for required return time (e.g., one (1) term of any percent sabbatical leave time requires two (2) terms of return employment at the College).
3. In the event the faculty member fails to return to the employ of the College, he/she may be required to return any or all of the compensation received from the College during the period of the leave.

4. Faculty members returning from sabbatical leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.
5. Faculty on sabbatical leave shall continue to accumulate seniority in accordance with Article 7.A.4 as if the leave did not occur.
6. Ownership rights for instructional materials developed as part of an approved sabbatical will be determined in accordance with Article 30.

ARTICLE 16—PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. TUITION AND EXPENSES FOR REQUIRED ACTIVITIES

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

B. FULL-TIME FACULTY

1. PROFESSIONAL ACTIVITIES FUND

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

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

- b. ISS Professional Development Fund. The College will maintain a fund for the purpose of supporting faculty professional activities not fully funded by the Professional Activities Fund. Examples of such activities are: travel to make presentations at professional gatherings, travel to participate as an officer in a professional organization, or honoraria for faculty who make presentations for the professional growth of other faculty. Criteria for the awarding of funds and

application procedures will be developed and administered by Instruction and Student Services (ISS). The criteria, application procedures, and amount of funds available will be made known to faculty members by the College at the beginning of each academic year.

2. TRAINING RELATED TO RETRENCHMENT

Training which may be elected by the faculty member for reassignment or transfer to avoid retrenchment or to activate recall is addressed solely in Article 7, and is not subject to Article 16.A.

C. FULL-TIME FACULTY EDUCATIONAL LOAN PROGRAM

1. General Information

- a. A forgivable loan of up to \$40,000 is available to each full-time faculty member considering an educational program who meets the eligibility requirements outlined in following section.
- b. During the time the faculty member is taking a course(s), no interest will accrue and no payments will be due.
- c. Continued employment at Chemeketa Community College as a faculty member in the same discipline shall be accepted in lieu of monthly principal and interest payments. For every month that the faculty member remains employed, the loan balance shall be reduced by one month's payment. Amortization will be over 48 months and will begin at the completion of the faculty member's program. The amount forgiven may be considered taxable income by the IRS.
- d. The loan is only for tuition and fees and will be paid directly to the institution.
- e. The loan program cannot be used to pay for classes completed prior to being hired.
- f. If the faculty member discontinues or suspends the educational program prior to completion, monthly interest and principal payments will begin the month following discontinuation or suspension of the program. The loan accrues interest beginning on

the first day of the month following discontinuation of the program at 6.0 (six) percent per annum, will be amortized over 60 months, and payments will be paid via payroll deduction. The College may allow a grace period before requiring payments in special circumstances.

- g. Any suspension of the educational program does not automatically extend the faculty member's obligation to complete the program by a pre-determined date, as discussed under Eligibility.
- h. If employment at Chemeketa is discontinued for any reason, all outstanding principal and interest become due three months following the date of separation.
- i. Funding for the Program will be reviewed by the College prior to March 1 for the subsequent year. If it is determined that there is not adequate funding for the year, the Association will be notified and new applications will not be accepted. Faculty members whose applications were previously approved will be allowed to borrow additional funds.

2. Eligibility

Full-time faculty members are eligible if:

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

- f. The application must be approved by the faculty member's Director/Associate Dean, Dean, and Director of Human Resources. The approval will be based on the eligibility standards stated in this section.
3. Reporting Requirements
- a. The faculty member is responsible for providing Human Resources with invoices in a timely manner. This may mean working with the educational program to arrange invoicing.
 - b. The faculty member is required to submit notification within two weeks to Human Resources of any change in status. This includes discontinuation or suspension of participation in the educational program.
 - c. Unofficial transcripts must be provided to Human Resources at the end of each term enrolled. An official transcript or certificate of completion must be submitted to HR upon completion of the educational program.
4. Procedure for Applying
- a. Applications are available in Human Resources and must be submitted to the Human Resources Department at least 30 days prior to starting course work. The form must be signed by the faculty member's Director/Associate Dean and Dean prior to submission. Once submitted to HR, the Director of Human Resources will approve or deny the application within 10 working days. The decision will be based on the eligibility standards stated in Article 16.C.2.
 - b. A signed loan agreement must be completed before any funds will be disbursed.

D. PART-TIME FACULTY

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

- member is not required to take by the College, the College will set aside an annual “dedicated professional development fund” of \$25,000 exclusively for the professional development of part-time faculty. These funds will be disbursed through an application process by Instruction and Student Services. A maximum amount of \$500.00 will be made available for any part-time faculty member, on a first come, first serve basis.
3. Application for these funds will be at any time during a faculty member’s employment. If there are unspent professional development funds as of May 1 in any year, a part-time faculty member who has received professional development funds for that year may request additional funds to pay for incurred expenses not previously reimbursed, on a first come, first serve basis.
 4. All agreements to pay tuition and other expenses shall be reduced to writing by the faculty member’s supervisor.
 5. Specifically excluded from reimbursement under this Article are expenses for incidental supervisory conferences and meetings a faculty member may be required to attend.

ARTICLE 17—BEREAVEMENT LEAVE—FULL-TIME FACULTY

A. PROVISIONS

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

B. DEFINITION OF IMMEDIATE FAMILY

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

C. NOTICE TO COLLEGE

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

ARTICLE 18—POLITICAL LEAVE—FULL-TIME FACULTY

A. PUBLIC SERVICE

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

B. RUNNING FOR PUBLIC OFFICE

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

C. RETURN FROM LEAVE

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

ARTICLE 19—PERSONAL BUSINESS OR EMERGENCY LEAVE

A. CONDITIONS FOR LEAVE

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

1. Full-time

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

2. Part-time

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

ARTICLE 20—JURY DUTY

A. CONDITIONS OF SERVICE

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

B. OBLIGATIONS TO COLLEGE

During the period of time a faculty member is on jury duty, he/she will be responsible for reporting for duty at the College on those days when he/she is not required to report for or is excused for the day from jury duty.

ARTICLE 21—TUITION WAIVER

A. ELIGIBILITY

The College agrees to waive tuition as allotted in Article 21.B for any faculty member or member of his/her immediate family who enrolls in classes at Chemeketa Community College. Such classes may be taken either with or without credit, including self-supporting classes (subject to Article 21.E below). Immediate family for this purpose shall include spouse, children, step-children or legal dependents which meet the IRS dependent definition. Children, step-children, and legal dependents are eligible for tuition waiver until age 25.

Prior to registration, part-time members are responsible for supplying the College Human Resources Office proof of dependent status (such as showing a copy of previous year's tax form indicating dependent status). Proof can be

submitted in person, through campus mail, or by fax. The documents used to prove eligibility shall be shredded after eligibility is established.

B. ANNUAL ALLOTMENT

1. Full-time Faculty

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

2. Part-time Faculty

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

3. Adjunct Faculty

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

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

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

D. FACULTY ENROLLMENT IN CLASSES

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

E. SELF-SUPPORT CLASSES

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

ARTICLE 22—CALENDAR

A. ADOPTION OF CALENDAR

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

B. FULL-TIME FACULTY

1. NORMAL WORK YEAR

- a. The normal contract year, except as noted in Article 22.B.1.d below, shall not exceed 172 days, including paid holidays.
- b. The work year may be scheduled in any three terms during an academic year (Summer, Fall, Winter, Spring); however, a teaching assignment will normally be for Fall, Winter, and Spring terms. With the consent of the full-time faculty member hired prior to June 30, 2005, or for any full-time faculty hired after that date, assignments may include any three terms of the academic year. In this circumstance, because of the unusual scheduling that occurs during summer term, the faculty member will be consulted prior to official assignment and schedule determination.

A faculty member who works Summer term as part of their contract will be credited for 55 days.

The 172 days are counted in the following manner:

Term	Instructional Days	Holidays	College Closure
Fall	52	3	
Winter	53	1	1
Spring	54	1	
Summer	54	1	

Since 172-day faculty normally work three of the four quarters, the total of the instruction days and holidays for those three quarters is 164 days. In addition, faculty are expected to work eight (8) days during Fall In-Service.

A faculty member who does not work Fall term under this article is expected to attend Fall In-Service activities unless they have received written permission from their Dean/Director not to attend.

A faculty member who does not work the contracted number of days will need to add the number of days to their schedule necessary to complete their contract. Failure to complete the number of contract days could lead to discipline that could include, but is not limited to, an unpaid suspension not exceeding the number of days missed.

- c. At the faculty member's option, with consultation with the program/discipline members, and with the approval of the College, a faculty member's work year may be scheduled in four consecutive terms at a prorated work level for each of the four terms. The aggregated work performed during the four-term work year will be equivalent to that performed during the contract year with a 7-hour work day. This option will require an annual agreement between the faculty member and the College.
- d. Faculty members may be hired for 192-or 222-day contracts. This will be considered their normal work year.

2. EXTENDED WORK YEAR

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

3. PAID HOLIDAYS

Contract	Holidays
172	5
192	7
222	11

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

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

1. Part-time/adjunct faculty members will not be expected to work on College observed holidays that occur within their contracted period of employment.
2. During finals week, part-time/adjunct faculty members shall meet with students in a manner consistent with the program in which the class is taught.

D. COLLEGE FACILITY CLOSURE

In the event that a College facility is closed due to inclement weather or short-term hazardous or emergency conditions, faculty who normally report to duty at or who have individual lessons scheduled for that facility will not suffer a reduction in compensation. The College reserves the right to reschedule or relocate any cancelled day(s) when the faculty member was otherwise required to report and require faculty to work without receiving additional salary. Part-time/adjunct faculty who, because of other employment commitments, are unavailable on the scheduled makeup day shall notify their supervisor and make due diligence to create alternate arrangements for class coverage.

ARTICLE 23—SALARY

A. FULL-TIME FACULTY

1. SALARY SCHEDULE

The salary index for the term of the contract is provided in Appendix A-1. The salary schedule, effective July 1, 2020, is set forth as Appendix A-2a. The base step for purposes of calculation shall be Step 13. This schedule shall apply to all full-time members of the bargaining unit and shall not be deviated from except as provided through this Agreement or through mutual consent of the Association and the College.

Effective July 1, 2020, the salary table will be increased by 2.2%.

For the year from July 1, 2020 to June 30, 2021, the salary of all full-time faculty will be reduced by the equivalent of four (4) furlough days (See Article 22.B.1.e). This will be pro-rated for those in less than 1.0 FTE positions.

2. INITIAL PLACEMENT CRITERIA

- a. Initial placement on the salary schedule shall be at Step 4.
- b. The College President, or designee, may, in cases of special need, authorize the initial salary placement of a full-time faculty member at any step on the salary schedule.

3. In addition to the salary set forth in Article 23.A.1.,

- a. Faculty members who teach an online course for the first time shall be paid additional compensation of \$300 per credit hour per course.

4. FULL-TIME EXPERIENCE

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

5. STEP MOVEMENT

For each year of the contract, faculty members who have not been on an improvement plan during the year will receive one (1) step of movement on the salary schedule.

Step movement beyond the terms of this Agreement shall not be considered a continuation of this contract and is subject to the bargaining process.

6. COMPENSATION FOR EXTRA RESPONSIBILITIES

Full-time faculty members engaged in extra responsibilities beyond the normal contract responsibilities shall be compensated in accordance with the Part Time Faculty Salary Schedule of Chemeketa Community College with the exception of online classes, which are covered in Article 23.A.6.e below.

- a. Faculty who volunteer for additional teaching/non-teaching assignments shall be compensated in accordance with the Part-Time Faculty Salary Schedule of Chemeketa Community College whenever such duties are outlined on that schedule.
- b. Faculty may also volunteer for extra responsibilities beyond the normal workload. If such extra responsibilities are not outlined on the Part-time Faculty Salary Schedule, then Article 23.A.1 is to be literally followed.
- c. Voluntary assignments shall be mutually agreed upon between the instructor and supervisor, and shall be confirmed upon signing a part-time contract and/or submitting a signed timesheet seeking hourly reimbursement based on the Part-Time Faculty Salary Schedule.
- d. Part-time salary for full-time probationary faculty or grant funded faculty will be at Step 1 of the current Part-Time Faculty Schedule for the first year of employment, Step 3 for the second year of employment, Step 5 for the third year of employment, Step 7 for the fourth year of employment and Step 8 for the fifth year of employment

If a part-time/adjunct faculty member is hired into a full-time faculty position they will maintain their step position on the Part-Time Salary Schedule. They will move up two steps on the Part-Time Salary Schedule for every year in a full-time faculty position.

- e. Online. The development of any online course shall be paid at the same curriculum development rate as for all courses. A maximum of thirty (30) hours per credit hour will be authorized.

7. EXTENDED CONTRACT

Faculty members required to work more than their contract days shall be compensated for their additional days at the applicable per diem rate of 1/172, 1/192 or 1/222 for each additional day worked (see Article 22.B.1 for Normal Work Year under this Agreement). An official College holiday shall be considered a working day if it occurs during the period of the extended contract.

8. NURSING FACULTY COMPENSATION

Full-time nursing faculty will be paid at the 192-day contract rate but will only work 172 days. The College has a continuing interest to hire and retain high quality nursing faculty. Therefore, the College agrees to continue this provision through June 30, 2026, and will amend the number of days as necessary in accordance with subsequent bargaining sessions. Any further amendments will be by mutual agreement of both parties.

9. PERS/OPSRP PARTICIPATION

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

B. PART-TIME/ADJUNCT FACULTY

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

Part-time	Full-time
Step	Step
1	3
2	4
3	5
4	7
5	9

6	11
7	13
8	15

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

For the length of this Agreement, the Part-Time Salary Schedule (lecture and lab ILC rate) shall be indexed to the 172 day full-time salary schedule at 60%.

2. In addition to the salary set forth in Article 23.B.1, faculty members who teach an online course for the first time shall be paid additional compensation of \$300 per credit hour per course.
3. The college president, or designee, may, in cases of special need, authorize the initial salary placement of an individual at any step on the salary schedule.
4. The faculty member shall be awarded a salary step at the end of the quarter that causes the completion of 22 ILCs of teaching or 242 contact hours of teaching and/or non-teaching duties provided the member has not received an adverse supervisory recommendation. The payment of the awarded salary step shall occur the following quarter of employment.

If a member is awarded more than one step in an academic year, said member can only receive payment for one step movement increase during that academic year.

Hourly teaching credits toward advancement on the salary schedule, which were earned prior to the fall term of 1992, shall be converted to an equal number of ILCs. Any subsequent accumulation of teaching credits shall be based on ILCs taught. Appendix A-2b shall continue to be calculated on a contact hour basis with 242 contact hours required for step movement.

No member will be awarded more than one (1) step movement on the salary schedule in any academic year including summer quarter, with summer being the first quarter and likewise spring being the fourth quarter. "Awarded" as used in this section means earned, or qualified for. "Payment at" or "implemented," or "earning salary at that step" occurs at the next quarter of employment subject to this section.

5. WORKSHOPS/SPECIAL ASSIGNMENTS

- a. Part-time/adjunct faculty hired by the College for workshops or special assignments (Level D in Appendix A-2b) shall be paid at rates determined by the College. The minimum hourly rate for such assignments shall be .062 times the lowest ILC rate contained in Appendix A-2b.
 - b. Faculty hired by the College for specific faculty level tasks of ESOL assessment and placement, i.e. administering and interpreting tests for placing students and/or measuring their progress, shall be paid at the rate equal to 0.056 times the lowest ILC rate, and shall not count towards maximum workload.
 - c. In special circumstances, as approved by the College President, classes which may evolve from Level D to Level A/B (Appendix A-2b), shall have special assignment rights and salary placement which may exceed the required minimums to accommodate the College's needs.
6. Any required meetings referred to in Article 9 shall be administered within the following guidelines:
- a. Required meetings which may occur as a reassignment, in lieu of contracted duties, shall not be paid additional compensation.
 - b. Required meetings which occur in addition to previously contracted duties, and any required meetings during end-of-term finals week shall be compensated as follows:
 - i. Compensation shall be at an hourly rate equal to .056 times the lowest ILC rate.
 - ii. Any one (1) required meeting shall be reimbursed for a minimum of two (2) hours.
 - iii. Adequate notice of any required meeting will be given.
7. If requested by the Dean/Director for special circumstances and agreed to by the faculty member, office hours shall be provided by the member. Compensation shall be at the required meeting rate as provided in Article 23.B.6 above.

8. Faculty required in their course/work assignment to drive to multiple work sites/campuses within the same day will be paid mileage by the College at the current IRS rate. Excluded from this provision are faculty who teach individual courses at more than one work site/campus.
9. During field trips, time spent while travelling in a college vehicle and while on breaks will be compensated at the required meeting rate provided in Appendix A-2b.
10. PERS/OPSRP PARTICIPATION
 - a. The College shall pay the faculty member contribution to the Oregon Public Employees Retirement System (PERS) for all eligible faculty members.
 - b. Pursuant to ORS 238.074 and 238A.074, a part-time faculty member becomes eligible for PERS/OPSRP when his/her level of employment for the College reaches 0.375 FTE on a 12 month basis or 0.50 FTE on a nine month basis. These levels shall be deemed to have been reached when a faculty member teaches 27 ILCs or accumulates 429 contact hours over a calendar year for the College. These employment levels are illustrated below:
 - i. an average of 9 ILCs or 143 hours over three terms in a calendar year, or
 - ii. an average of 6.75 ILCs or 107.25 hours over four terms in a calendar year.
 - c. The parties recognize that faculty members who do not fulfill the eligibility requirements in Article 23.B.10.b above, will only become eligible for PERS/OPSRP if their accumulated hours from multiple institutions satisfy the eligibility thresholds established by PERS/OPSRP.
 - d. If qualified criteria are revised in state statute, the College may also revise these criteria to be consistent with state statute.
 - e. The College will report hours to PERS on an hour-for-four basis for faculty members who are coded in the PERS system as "07" (PERS retirees).

11. CHANGE IN FACULTY STATUS AND STEP MOVEMENT

- a. If a part-time/adjunct faculty member is hired into a full-time faculty position, they will remain in the bargaining unit and maintain their step position on the part-time/adjunct salary schedule. They will move up two steps on the Part-Time Salary Schedule for every year in a full-time faculty position.
- b. If a faculty member who has previously been part-time/adjunct returns to part-time status after serving in a full-time position of two consecutive terms or more, then they will move up two steps on the Part-Time Salary Schedule for every year in a full-time faculty position.

ARTICLE 24—WORKLOADS

A. NORMAL TEACHING LOAD

1. Teaching Load Weights and Conversion Factors

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

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

2. The normal maximum teaching load per term for instructional staff is fifteen (15) instructional load credits (ILCs), as defined in Article 24.A.1 above. Workloads shall be applied on an annualized basis with the normal maximum teaching assignment as forty-five (45) ILCs.
3. A committee consisting of three representatives from the Association and three from the administration will commence meeting prior to October 1, 2018, to explore alternatives to the current method of compensating faculty for lab courses and compensating part-time/adjunct faculty when lecture/lab classes are cancelled or reassigned (See Article 28.D.5)

Any proposals agreed upon by the committee will be subject to ratification.

B. ONLINE COURSES

1. First Right of Refusal

A full-time/adjunct/part-time faculty member who has initially authored an online course will be given first right of refusal to teach that course for the first four years after the course is developed. In order to exercise this right, the faculty author is responsible for submitting a written notice to the appropriate supervisor prior to March 1st, or the term prior to teaching the course during the same academic year that it has been developed, expressing a willingness to accept the specific teaching assignment for the following academic year. First right of refusal status is not affected by summer term or non-contract term assignment assignments, or terms when the course is not offered.

2. The right does not apply in the following situations:

- a. When the course has been developed by a team.
 - b. When the faculty member has modified or adapted a pre-developed course, whether by another faculty member, or third party.
 - c. When the supervisor's unsatisfactory evaluation of the online course occurs after initial class offering.
- ### 3. Full-time faculty having authorship rights as outlined in Article 24.B.1 above have the right to designate authored classes as part of their regular full-time workload.

C. LARGE CLASS SIZE

1. The College will provide maximum enrollment caps for all courses to be offered in the coming academic year on or before March 1.
2. Whenever a fourth week class enrollment, regardless of delivery method, is larger than the enrollment cap provided in Article 24.C.1, the schedule of payment below shall apply.
3. Schedule of Payment as a percent of enrollment caps

<u>Class Size_a</u>	<u>Extra Compensation_b</u>
0 - 100%	No—Regular Workload Credit.
100% to 124%	No change from regular workload rate.
125% to 149%	Plus 25% of regular part-time contract for that class.
150% to 174%	Plus 50% of regular part-time contract for that class.

- a. Any fractional percentage shall be rounded to the nearest whole percent.
 - b. All extra pay shall be based on enrollments at the end of the fourth week of classes each term.
4. Classes that are above 124% cap shall only occur with the mutual agreement of the faculty member and his/her supervisor.
 5. Final determination as to the percent a class is above the cap will be made at the end of the fourth week of the term.
 6. No class shall have more than 174% of the current enrollment cap for that class.

D. FULL-TIME FACULTY

1. NORMAL WORK WEEK

- a. The normal work week for 1.0 FTE full-time faculty shall be thirty-five (35) hours per week on the campus or at their work station.
- b. The immediate administrator shall meet with the department or program areas to obtain input from faculty on concerns and alternatives related to schedules, workloads, and the addition of any new classes or courses. These meetings shall occur prior to the scheduling process.
- c. When a disagreement exists concerning the workload credit of a new class between the supervisor and faculty developing the class:

- i. An appeals committee made up of two full-time faculty appointed by the Association from curriculum committee members, and two administrators appointed by the College will convene. This committee will review the workload and recommend a resolution to the difference of opinion.
- ii. If the impacted faculty is not satisfied with the decision of the appeals committee, the decision on workload credit may be appealed to the Vice President of Academic Services for final resolution.

2. TEACHING LOAD—SPECIAL CIRCUMSTANCES

- a. ABE/GED and Career and Technical Education instruction conducted within the Corrections Department will continue to be offered an average of 22 contact hours per week with a maximum of 25 contact hours in any one week.
- b. High School Programs instruction will be offered an average of 22 contact hours per week.
- c. Article 24.A.2 shall not prohibit the adjustment of workloads. It shall be the responsibility of the immediate administrator to fix and adjust workloads as circumstances warrant. If it is necessary for only a few in a program area to have an assignment less than or greater than forty-six and a half (46.5) ILCs the maximum ILCs in one year set forth in Article 24.A.2, then an honest effort will be made to decrease their workload in the following year.
- d. Normally, an instructor's assignment shall not require more than three (3) different lecture preparations per term. The immediate administrator shall discuss exceptions with the instructor. The instructor shall be given the opportunity to suggest alternatives prior to official assignment.

3. REGULAR TEACHING LOADS

If during the contracted three (3) term year a full-time faculty member's regular teaching load (other than that assigned through Article 28) exceeds the maximum ILCs indicated in Article 24.A.2, forty-six and a

half (46.5) the member shall, upon completion of the year, be paid for this overload. The total hours shall be paid on a pro rata basis on forty-six and a half (46.5) for all ILCs greater than forty-six and a half (46.5).

4. EQUIVALENT WORKLOADS

The additional compensation provided for in Article 24.C shall not apply if, all things considered, the member's overall workload is substantially equivalent to that described in Article 24.A, B, and C. Any disagreement with regard to whether such equivalency exists may be submitted as a grievance in accordance with Article 32 of the Agreement.

5. EQUITY OF ASSIGNMENTS

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

6. QUALIFICATION FOR ASSIGNMENTS

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

7. TEMPORARY ASSIGNMENTS

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

8. PROGRAM CHAIRS

- a. Program Chairs shall be a regular status full-time faculty member, unless none are available, and will be selected by the supervisor after consultation with program full-time faculty.
- b. Program Chairs will be designated on a voluntary basis. Program Chair duties are outlined in the Program Chair handbook. Changes to the duties of Program Chairs will be made in consultation with the Association. Program Chair duties performed outside the regular academic year shall be paid at the faculty member's regular per diem contracted daily rate for a maximum of 10 days. Program Chairs will be released a minimum of 33%, from their regular assignment during the regular academic year to perform these duties, with two exceptions:
 - i. Programs containing two (2) or less FTE faculty
 - ii. Program Chairs that do not perform all A duties as listed in the Program Chair's Handbook may be prorated to a minimum of 4 ILCs per term.
- c. The length of appointment to a program chair position shall be two years. Appointments can be extended by consensus of the department/program members and the chair's supervisor.
- d. Program Chairs shall not exercise final decision-making in hiring or determining the evaluation of a faculty member, nor shall they adjust grievances or discipline a member of the bargaining unit.
- e. The evaluation of Program Chair duties will be separate in content from any evaluation that is described in Article 10, and will not be considered part of their normal faculty evaluation.
- f. With a minimum of a thirty day calendar notice, a Program Chair may resign from the position effective at the end of the academic year and return to his/her regular faculty assignment.
- g. Removal of a Program Chair shall not cause the separation of said person from the service of the College. Upon removal from the chair position, the faculty person shall return to their regular faculty assignment the following academic year.

- h. The College and the Association agree to jointly work to revamp the current Program Chair arrangement with the goal of streamlining the PC duties and having faculty be in the classroom.
9. The College has implemented a mandatory advising system. The College and the Association agree to monitor the progress of the system through regular Contract Management meetings. If both sides agree that the system requires contractual language, a separate Memorandum of Agreement will be entered into.

ARTICLE 25—BENEFITS

A. The College and Association will participate in the Insurance Task Force and will abide by its charter. The Association may appoint up to three (3) members on this committee. Any findings or recommendations that could result in a change to the existing plans will be subject to the approval of the College and the Association. The addition of new plans will be subject to the approval of the College.

B. INSURANCE PLANS AVAILABLE—FULL-TIME FACULTY

- 1. For each eligible full-time faculty member who has elected to participate, the College will make available insurance benefits that are substantially similar to the existing plans (subject to availability):
 - a. Full Family Medical—choice of one:
 - 1) Preferred Provider Plan
 - 2) Health Maintenance Organization Plan
 - b. Full Family Vision Plan
 - c. Full Family Dental Plan
 - d. Faculty member AD&D/Group Life Plan \$50,000
 - e. Dependent Group Life—\$2,000
 - f. Faculty member Long Term Disability for 2/3 salary, maximum \$8,000 monthly, after ninety (90) calendar days

C. PAYMENT OF PREMIUMS FOR COVERAGES IN ARTICLE 25.B.1

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

1. Starting July 1, 2020, the College paid contribution for premiums shall be increased by 3% to \$1,535.35.

For the life of this agreement, the College will pay up to an additional \$80.00 per month towards the combined medical insurance. This will be prorated by FTE.

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

- a. The College will contribute \$30 per month to the employee's HSA.
 - b. For employees who contribute to the HSA account, the College will contribute an additional dollar-for-dollar matching contribution up to a maximum of \$20 per month.
 - c. Both college contributions (in Article 25.C.1.a and 25.C.1.b) will be prorated for less than 1.0 FTE employees.
2. The College will pay the same percent of the premiums as the workload level when faculty have workloads less than one hundred percent (100%) subject to the provisions of Article 25.B above.
 3. Full-time faculty on partial retrenchments shall have their premiums paid at the same level as their assignment just prior to the partial retrenchment subject to the provisions of Article 25.B above.
 4. All disabled full-time faculty shall receive all insurance benefits through the period of their qualified recall right as specified in Article 7.F.

D. PAYMENT FOR PREMIUMS FOR COVERAGE IN ARTICLE 25.B.1.f

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

E. DOMESTIC PARTNER COVERAGE—FULL-TIME FACULTY

Domestic Partner coverage will be available to those faculty who submit the notarized signed affidavit shown in Appendix C-1.

F. DUAL COVERAGE—FULL-TIME FACULTY

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

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

G. RETIREMENT OPTIONS—FULL-TIME FACULTY

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

- b. **Monthly Stipend Amount:** The monthly stipend shall be four hundred dollars (\$400) for ten (10) years of service, plus ten dollars (\$10) for each year of service beyond the minimum ten (10) [e.g. twenty (20) years of service earns a monthly stipend of five hundred dollars (\$500)].
- c. **Stipend Period:**
 - i. Faculty who meet service and age requirements in Article 25.G.2.a above and who retire on or before June 30, 2015 will be paid a monthly stipend for a maximum of four years up to the age of sixty-two (62).
 - ii. Faculty who meet service and age requirements in Article 25.G.2.a above and who retire between June 1, 2015 and June 30, 2016 will be paid a monthly stipend for a maximum of three years up to the age of sixty-two (62).
 - iii. Faculty who meet service and age requirements in Article 25.G.2.a. above and who retire between July 1, 2016 and June 30, 2017 will be paid a monthly stipend for a maximum of two years up to the age of sixty-two (62).
 - iv. Faculty who meet service and age requirements in Article 25.G.2.a. above and who retire between July 1, 2017 and June 30, 2018 will be paid a monthly stipend for a maximum of one year up to the age of sixty-two (62).
 - v. Notwithstanding Article 25.G.2.a, faculty who retire prior to age fifty-eight (58) will have the option of receiving the same amount of stipend calculated using the Monthly Stipend amount in Article 25.G.2.b. above and the Stipend Period in Article 25.G.2.c.i. through G.2.c.iv above, divided over the months between retirement and age sixty-two (62).
- d. The total monthly stipend will be subject to prorating for full-time faculty who have had reduced contracts during their employment with the College. The formula is:
(Sum of yearly percentage divided by total years = stipend percentage of assignments)

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

ARTICLE 26—INSTRUCTIONAL AUTHORITY

A. INSTRUCTIONAL METHODOLOGY

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

B. SELECTION OF TEXTBOOKS AND/OR MATERIALS

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

2. Part-time faculty will use textbooks and/or other instructional or information materials for their subjects or areas of concern in accordance with the policies and guidelines as developed by the College. Upon approval of the immediate administrator, alternate textbooks and other instructional or informational materials may be utilized.
3. In the event that a faculty member wishes to assign a required or optional textbook and/or materials that are self-authored, the faculty member who authored the text or materials will give the immediate supervisor notice of this fact, since assignment of such text could result in a potential or actual conflict of interest.

The immediate supervisor, or designee, will then convene an independent review textbook committee composed of the faculty member's peers. In no event shall the review committee include the faculty member who authored the materials. This committee will evaluate the textbook's efficacy as a student learning tool, proposed cost and other relevant factors and, thereafter, approve or deny it for use in the class. This process will also be used for other course materials authored or owned by a faculty member.

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

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

D. DETERMINATION OF STUDENT GRADES

Faculty shall maintain the first right and responsibility to determine grades and other evaluations of students in accordance with guidelines published in the current Faculty Handbook. No grade shall be changed without consultation with the faculty member unless, after a good faith effort, the instructor cannot be located for consultation. No immediate administrator shall change a grade unless there has been a miscalculation or misapplication of the grading criteria as specified in the course syllabus resulting in the assignment of an incorrect grade.

E. CURRICULUM AND PROGRAM REVIEW

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

ARTICLE 27—ACADEMIC FREEDOM

- A. The purpose of this statement is to promote public understanding and support of academic freedom and professional responsibility to the students, to the community, and to Chemeketa Community College. This institution is being operated for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free expression.
- B. Academic freedom is essential to these purposes and is applied to teaching and other college-related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.
 1. Faculty members are entitled to freedom in the classroom or on campus while acting in a professional capacity, but they should be careful not to introduce into their teaching controversial matters which have no relation to their subject.
 2. Faculty members are entitled to full freedom in research and in the publication and presentation of the results, subject to the adequate performance of their other academic duties and in concert with existing College policies and publications and printing.
 3. Faculty members are members of a learned profession and members of the educational institution. When they speak or write as an individual, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As faculty

members, they should remember that the public may judge their profession and the institution by their words and actions.

4. As a member of the institution, the faculty member seeks above all to be an effective teacher. Although they observe the stated regulations of the institution, they maintain their right to criticize and seek revision.
5. As a member of their community, the faculty member has the rights and obligations of any community member. They determine the amount and character of the civic and community involvement outside the institution with due regard to their responsibilities within it. As an individual engaged in a profession that depends upon freedom for its health and integrity, the faculty member has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

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

A. APPLICABILITY OF ARTICLE

This article applies to the assignment of classes that are available after the assignment of regular teaching loads have been made for full-time faculty members and adjunct faculty assigned 45 ILCs under Article 1.D.2.

B. NOTICE OF INTEREST

For the purpose of this article, notice of the intent to teach classes covered by this article for the following year (Summer, Fall, Winter, Spring) must be submitted to the College approved system before March 1.

C. ORDER OF ASSIGNMENT

For classes covered by this article, faculty must have the professional qualifications and/or training required by the College to teach the course.

For classes covered by this article, a faculty member cannot teach more than 16 ILCs in any term. Exceptions to this limit will be by mutual consent of the Association and the Administration and will be on a case by case basis.

When more than one faculty member has expressed interest in teaching a specific class covered by this article, the class will be assigned in the following order.

1. Full-time faculty members who have given notice (see Article 28.B).
 - a. This assignment preference is limited to classes in the program into which the faculty member was most recently hired to teach as a full-time faculty member.
 - b. This preference may be restricted by the College both for faculty members who are currently on an Improvement Plan (see Article 10.D) or probationary full-time faculty members.
 - c. During their assigned terms (Fall, Winter, Spring unless an alternative schedule has been approved), full-time faculty members are allowed to teach up to 21 ILCs beyond the normal work load, effective in the fall term of 2018. This restriction does not apply to their non-assigned term (normally, summer).

Adjunct faculty assigned 45 ILCs under Article 1.D.2 may not teach any overload classes.

- d. Nothing in Article 28.C.1 shall be construed to permit a full-time faculty member to be assigned a course that has been assigned to another faculty member prior to the previous September 1, unless it is done so to give the full-time member a full-time workload or give an adjunct assigned 45 ILCs under Article 1.D.2 a full workload.
2. Part-time/adjunct faculty members who have given notice (see Article 28.B) and who meet the following criteria:
 - a. Have taught in the same supervisory area within the last three years, and
 - b. Are on Step 5 or higher of the salary schedule (Appendix A-2b), and
 - c. Have not exceeded the allowable assignment levels set forth in Article 1.

If two or more part-time/adjunct faculty qualify because they are on Step 5 or higher, the first option will be given to the member who has taught the most number of sections of that course within the last three years. If the members have taught the same number of sections,

determination of assignment shall be by lot, if no other settlement can be reached. In the event such reassignment is not offered, the member may request from the supervisor the reason(s).

3. Part-time/adjunct faculty who are at Steps 1 through 4 and have not exceeded the allowable assignment levels set forth in Article 1.
4. Qualified full-time faculty members who are requesting to teach courses outside the program into which they were most recently hired.

All members of the bargaining unit who are qualified to teach (Article 28.C) have priority in the assignment of courses over a non-bargaining unit member (Classified and Exempt employees).

D. NOTICE TO PART-TIME/ADJUNCT FACULTY

1. Prior to September 1 of each year, the College shall prepare a tentative master schedule of all classes covered under this contract for the regular academic year.
2. Assignment notification. The College will provide the following upon written request from a part-time/adjunct faculty member:
 - a. Between September 1 and one (1) week prior to beginning of classes, the College will provide to part-time/adjunct faculty members, who have been employed by the College for any part of the two (2) immediately consecutive prior years, a proposed schedule of assigned classes for the coming academic year.
 - b. For others, by the third week of the current term, a proposed work assignment will be provided for the following term.

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

3. Part-time/adjunct-faculty members may discuss their proposed assignments with their supervisors prior to the beginning of any term to grant them the option of requesting modification of said assignments.

4. The College shall make an effort to avoid deviations from the proposed assignment notifications, but nothing in this Article shall limit the College's ability to deviate because of academic, fiscal, or programmatic reasons, or as set forth in Article 12.B.
5. If a class is terminated, cancelled, or rightfully reassigned to another instructor the following applies:
 - a. If the termination or reassignment occurs eight (8) days or more prior to the initial class meeting, the faculty member will not be compensated.
 - b. If the cancellation or reassignment occurs seven (7) calendar days or less prior to the initial class, the faculty member will be paid for three (3) hours at the lecture rate if it is a lecture or lecture/lab class. If it is a lab only class, the compensation will be at the lab rate.

If the class is a lecture/lab, the faculty will be paid for 3 hours at the lecture rate, not 3 hours for the lecture portion of the class and 3 hours for the lab portion of the class.
 - c. If the cancellation or reassignment occurs during or after the initial class meeting, the faculty member will be paid for the student contact hours and an additional two hours at his/her regular hourly rate of pay for the cancelled/reassigned class. Contact hours will be paid at the rate of whichever modality the contact hours occurred (lecture, lab, or both).

E. PRO-RATED CONTRACTS

The College and the part-time/adjunct faculty member may, by the end of the first week of a term, mutually agree on a pro-rated contract for classes that are below the current minimum class size required of full-time faculty. Pro-rated contracts shall be calculated in the following manner: $(\text{actual class size} / \text{minimum FT class size}) \times 100$. At no time will a pro-rated contract fall below 50 percent of the faculty member's scheduled salary. Minimum class size for continuing any class may vary due to special circumstances as determined by the College.

F. FULL-TIME RETIREMENTS

A full-time faculty member's retirement is considered a break in service and the College is under no obligation to rehire them as a part-time/adjunct faculty member.

If the College does reemploy them as a part-time/adjunct faculty member the following will occur:

1. The number of sections accumulated teaching individual courses over the last three years will be carried forward.
2. If the retired faculty member is offered and accepts a part-time teaching position they will maintain the step on the Part-Time Faculty Schedule held at the time of retirement.

A full-time faculty member who is contemplating retirement may ask their Dean/Director about the possibility of teaching as part-time/adjunct faculty. The Dean's response does not guarantee a teaching assignment.

ARTICLE 29—FACULTY RIGHTS

A. CRITICISM OF PERFORMANCE

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

B. JUST CAUSE FOR DISCIPLINE

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

C. RIGHT TO BE REPRESENTED AT MEETINGS

When bargaining unit members have a reasonable belief that a meeting with a college administrator may lead to discipline, they may request representation from the Association and the College will recognize the member's right to representation at the meeting.

For meetings, like investigatory or disciplinary meetings, the College shall provide the following in writing or email to the member and to the Association Vice President or designee:

- Twenty-four (24) hours advanced notice of meeting that includes the time and location.
- A brief written summary of the reason for the meeting.

D. NONDISCRIMINATION

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

E. PERSONAL LIFE

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

F. NOTICE OF RESIGNATION

A full-time faculty member desiring to terminate employment with the College is requested to notify their immediate supervisor and the Director of Human Resources, in writing, and whenever possible, at least one (1) academic term prior to the requested effective date of the termination.

G. COMPLAINT PROCESSING

As used in this process:

- i. "days" are defined to be calendar days.
 - ii. A concern or complaint is resolved when the complainant retracts the complaint or the College determines that sufficient measures have been taken to address the complaint. However, a complaint of unlawful harassment or discrimination shall not be considered resolved solely because the complainant retracts the complaint.
1. Less Serious Concerns or Complaints
Any concern or complaint about a faculty member that would commonly be perceived to be less serious will be referred to the faculty member first to try to resolve the complaint. If the situation is not resolved at that level, it will be resolved at the instructional department/program level in

consultation with the faculty member and the faculty member's immediate supervisor. Examples of these types of complaints are grade disputes, pedagogical concerns, and professional differences.

After a preliminary investigation, if the immediate supervisor determines that the concern or complaint lacks sufficient merit, the supervisor may resolve the concern or complaint without involving the faculty member. This dismissed complaint cannot be considered in any future disciplinary action against the faculty member.

2. More Serious Concerns or Complaints

More serious concerns or complaints, including alleged violations of college policy, that may result in discipline or that could otherwise impact a member's employment status, shall be processed in accordance with the process described below.

a. Faculty Member Notification

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

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

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

b. Meeting with Complainant

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

c. Meeting with Faculty Member

If the complaint is not resolved after the notification in Article 29.G.1 and/or meeting in Article 29.G.2.b, the College supervisor or administrator in charge of processing the complaint will meet with the faculty member, his/her immediate supervisor and, upon the request of the faculty member, the Association Vice President (or designee) in an attempt to resolve the complaint.

This meeting will occur within fourteen (14) days of faculty notification in Article 29.G.1 unless otherwise agreed to by the parties.

Faculty may request representation from the Association and the College will recognize the member's right to representation at the meeting.

d. Investigation

If the complaint is still unresolved after the meeting in Article 29.G.2.c and the College determines there is sufficient reason to believe there may be merit to the complaint(s), then a formal investigation will begin. At this time the faculty member, and his/her immediate supervisor, and the Association Vice President (or designee) will be made aware that an investigation will begin.

The investigation will be completed with sixty (60) calendar days unless the College determines the investigation cannot be completed prior to the deadline. If the College determines to extend the deadline, it will provide the Association a written rationale for the extension.

e. Investigation Report and Rebuttal

The College will submit a written investigation summary to the faculty member, his/her immediate supervisor, and the Association Vice President (or designee) immediately following the investigation. This submission signifies the end of the investigation. Within fourteen (14) days of receiving this report, the faculty member will be given the opportunity to respond to and/or rebut the findings of the investigation.

f. Record of Complaint

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

g. Improvement Plan

If the College determines to do so, a faculty member may be placed on an Improvement Plan (Article 10.D) as a result of the complaint process.

h. Just Cause

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

H. PRIVACY

1. The College recognizes that the primary purpose of security/surveillance cameras is to protect the College, employees, students, and visitors. The College may access and use video footage for disciplinary proceedings if it has a reasonable suspicion of a violation of law or college policies and the footage is accessed as part of a related or unrelated investigation.

The electronic recording of classes by students will be done in accordance with Oregon law.

ARTICLE 30—OWNERSHIP OF INSTRUCTIONAL MATERIALS

A. COLLEGE OWNERSHIP

The College shall own the copyright of copyrightable works created by faculty members in the following circumstances:

1. The College expressly directs a faculty member to create a specified work as part of their regular work assignment or directly compensates a faculty member to create a specified work as part of a work for hire agreement.

2. The work is created with extraordinary use of College resources. This refers to unusual and substantial personnel expenses, including release time given to faculty, and significant support from non-teaching staff, such as editors, graphic artists, and librarians. Significant use of College resources during sabbatical leave may be considered extraordinary. Such an arrangement shall be agreed to in writing in advance of the project.
3. The faculty author voluntarily transfers the copyright, in whole or in part, to the College in the form of a signed contract.
4. The work is created in the regular course of a faculty member's employment and relates to the administration of the College.

B. FACULTY OWNERSHIP

1. Faculty members shall own the copyright to copyrightable works they create at the College resulting from their teaching, artistic creativity, writing, or research. This includes work done as part of a sabbatical leave, except as provided for in Article 30.A.2.

As copyright owners, they have the rights to use, copy, reproduce, modify, display, perform, distribute, create derivative works, and permit others to do the same. They also shall have the rights to hold and register copyrights in their own name, protect and enforce their copyright interest, and license, transfer, or assign their copyright interest to others and collect revenues from doing so.

2. Works created for ordinary teaching use in the classroom and in department programs, such as syllabi, assignments, and tests, shall remain the property of the faculty member, but the College shall be permitted to use such material for internal administrative purposes, including satisfying requests of accreditation.
3. The College shall not be held responsible for any opinions expressed in the work nor for any direct, indirect, or consequential damages resulting from the creation or exploitation of the work.

ARTICLE 31—ASSOCIATION DUES

- A. The College will deduct dues, fees, and any other assessments for authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the College with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The College shall rely on the list to make the authorized deductions and to remit payment to the Association. The College will deduct dues and fees from the faculty member's paycheck each month according to the information provided by the Association.

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

B. HOLD HARMLESS

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

ARTICLE 32—GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint by a faculty member of the Chemeketa Faculty Association/OEA/NEA, hereinafter called the Association, that there has been a violation of any provision of this contract.
2. A "grievant" is the person or persons making the complaint.
3. As used in this article, "days" are defined as calendar days. With the exception of the initial filing timeline set forth in Article 32.C, days on which the grievant is not under contract, days between terms, or days the grievant is on an approved leave shall not be counted without mutual agreement of the parties.

4. The “Contract Management Committee” is a committee consisting of no more than three (3) representatives from the Association and three (3) representatives from the Administration. Each party will determine its representatives.

B. PURPOSE

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

C. INITIAL RESOLUTION OF ISSUES

Faculty members shall be responsible for initiating the resolution of issues by emailing their immediate supervisor a request to meet to discuss the issue. The faculty member will note that this email is the initiation of the resolution process. If the immediate supervisor does not have the authority to resolve the issue, the immediate supervisor will forward the request to the administrator who does and will notify the faculty member.

The faculty email must be sent within thirty (30) days after the faculty member learns of the facts on which the issue is based or the issue will be considered resolved. This deadline may be extended by mutual agreement of the Association and the College.

A meeting will be scheduled by the administrator referenced above. This meeting will be for the purpose of mutually resolving the issue and will take place within fourteen (14) days of the initial email.

If the immediate supervisor or involved administrator believes they do not have the authority to resolve the issue, then they shall notify the faculty member by email within the fourteen (14) days. The process will then move to the next step (Article 32.D) without the meeting

If the issue is mutually resolved as a result of these discussions, then the immediate supervisor or involved administrator will provide the faculty member, and will copy the Association, a summary of the issue and its resolution. If the issue is not resolved within fourteen (14) days of the original email, the immediate supervisor or involved administrator will provide the faculty member, and will copy the Association, a summary of the issue and why it was not resolved. In that case, the grievance steps below will be followed.

D. STEPS FOR FORMAL GRIEVANCE

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

1. Step 1

- a. If the issue is not resolved initially, a written grievance shall be submitted within fourteen (14) days of the meeting in the initial process (Article 32.C) to any of the administration representatives on the Contract Management Committee. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought.
- b. The administration representative who received the grievance will arrange for a meeting of the Contract Management Committee to take place within fourteen (14) days of receiving the written grievance. The Contract Management Committee will review and discuss the grievance. Additional meetings may be scheduled to resolve the grievance.
- c. If the Contract Management Committee is not able to mutually resolve the grievance, the administration representative will provide a written response to the Association within fourteen (14) days of the last Contract Management Committee meeting. The total number of days from the submission of the written grievance to the written response will be no more than 28 days, unless mutually agreed upon by both parties.

2. Step 2

- a. If the grievance is not resolved in Step 1, the grievant may file the grievance in writing to the College President. Such appeal shall occur within fourteen (14) days after receipt of the Contract Management Administration representative's written response in Step 1.
- b. The President or designee shall thoroughly review the grievance, arrange for necessary discussion, and give a written answer to the faculty member with a copy to the Association no later than fourteen (14) days after receipt of the written grievance.

3 Step 3

- a. Grievances not settled in Step 2 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, whether individual or Association, should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall file a written notice of a request for arbitration to the President within twenty-one (21) days following the President's response concerning the alleged grievance.
- b. Within fourteen (14) days after a written notice of arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of seven (7) arbitrators, who reside in Oregon or Washington, from the State Employment Relations Board, Conciliation Service Division and, upon receipt of same, alternately strike names until one (1) remains, and submit the matter to arbitration.
- c. The hearing and all other proceedings shall be conducted according to the voluntary rules of the American Arbitration Association.
- d. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement, and his/her decision shall be based on whether or not the Agreement has been violated.
- e. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

- f. For part-time/adjunct faculty, it is expressly understood that this Agreement creates employment relationships that terminate, without condition, upon the expiration of an individual faculty member's contract. Consequently, the arbitrator has no power to make an award that confers continuing employment status, beyond the term of an existing employment contract, to any bargaining unit employee.

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

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

E. COSTS OF ARBITRATION

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

F. INITIATION OF GROUP GRIEVANCES

1. Where more than one faculty member has a common grievance, the Association may initiate a group grievance on their behalf. In such a case, a written grievance will be filed with an Administration representative on the Contract Management Committee.
2. The same steps and time intervals shall apply as in the individual grievances.

G. ASSOCIATION GRIEVANCES

The Association shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this contract. Any such grievance shall be initiated by filing the written grievance with an Administration representative on the Contract Management Committee. The remainder of the procedure shall be as provided for the individual grievances.

H. GENERAL PROVISIONS

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

ARTICLE 33—STATUS OF AGREEMENT

A. FULL AGREEMENT

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

B. MANDATORY SUBJECTS OF BARGAINING

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

C. CHANGES IN PERSONNEL POLICIES

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

D. SEVERANCE PROVISION

In the event that any provisions of the Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, such decisions shall not invalidate the entire Agreement; it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect. If any mandatory provision is declared invalid and the subject or intent of the provision is still lawful, the parties shall enter into negotiations in accordance with ORS 243.698 to obtain language that is mutually satisfactory to implement the lawful subject or intent of the invalidated provision.

E. PRECEDENCE OF AGREEMENT

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

F. INDIVIDUAL EMPLOYMENT CONTRACTS

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

G. DURATION

This Agreement shall be effective as of July 1, 2020 (unless otherwise noted) and shall remain in effect through June 30, 2021.

H. PAYROLL DEDUCTIONS AND ELECTRONIC TRANSFERS

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

I. NOTICE OF MODIFICATION OR TERMINATION

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

J. STATUS OF EXPIRED AGREEMENT

Upon expiration, this Agreement shall be automatically renewed from year to year unless the College or the Association provides written notice to the other of its desire to modify the Agreement for a successive term or to terminate the Agreement as provided in Article 33.I above.

K. PRINTING OF AGREEMENT

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

APPENDIX A-1
CHEMEKETA COMMUNITY COLLEGE
2020–2021 SALARY INDEX
Effective July 1, 2020

STEP	172 Day Index	192 Day Index	220 Day Index	STEP
15	1.10250	1.22500	1.34750	15
14	1.05000	1.16667	1.28333	14
13	1.00000	1.11111	1.22222	13
12	0.96000	1.06666	1.17333	12
11	0.92160	1.02400	1.12640	11
10	0.88473	0.98304	1.08134	10
9	0.84934	0.94372	1.03809	9
8	0.81537	0.90597	0.99656	8
7	0.78276	0.86973	0.95670	7
6	0.75144	0.83494	0.91843	6
5	0.72138	0.80154	0.88170	5
4	0.69253	0.76948	0.84643	4
Normal Starting Step 3	0.67175	0.74639	0.82103	Normal Starting Step 3
2	0.65160	0.72399	0.79640	2
1	0.63205	0.70228	0.77250	1

APPENDIX A-2a

**CHEMEKETA COMMUNITY COLLEGE
SALARIED FACULTY SALARY SCHEDULE**

Effective July 1, 2020

CHEMEKETA COMMUNITY COLLEGE 2020–2021 SALARIED FACULTY SALARY SCHEDULE Effective JULY 1, 2020									
STEP	172 DAYS			192 DAYS			222 DAYS		
15	\$88,588	\$7,382.34	\$527.31	\$99,134	\$8,261.19	\$527.31	\$108,854	\$9,071.16	\$499.33
14	\$84,370	\$7,030.80	\$502.20	\$94,414	\$7,867.80	\$502.20	\$103,670	\$8,639.16	\$475.55
13	\$80,351	\$6,695.92	\$478.28	\$89,917	\$7,493.05	\$478.28	\$98,734	\$8,227.87	\$452.91
12	\$77,137	\$6,428.10	\$459.15	\$86,320	\$7,193.35	\$459.15	\$94,784	\$7,898.69	\$434.79
11	\$74,051	\$6,170.92	\$440.78	\$82,867	\$6,905.55	\$440.78	\$90,993	\$7,582.77	\$417.40
10	\$71,089	\$5,924.10	\$423.15	\$79,552	\$6,629.35	\$423.15	\$87,353	\$7,279.38	\$400.70
9	\$68,247	\$5,687.22	\$406.23	\$76,371	\$6,364.27	\$406.23	\$83,860	\$6,988.35	\$384.68
8	\$65,517	\$5,459.72	\$389.98	\$73,316	\$6,109.69	\$389.98	\$80,505	\$6,708.77	\$369.29
7	\$62,896	\$5,241.32	\$374.38	\$70,383	\$5,865.29	\$374.38	\$77,285	\$6,440.45	\$354.52
6	\$60,379	\$5,031.60	\$359.40	\$67,567	\$5,630.60	\$359.40	\$74,194	\$6,182.84	\$340.34
5	\$57,963	\$4,830.28	\$345.02	\$64,864	\$5,405.31	\$345.02	\$71,227	\$5,935.60	\$326.73
NORMAL STARTING STEP 4	\$55,647	\$4,637.22	\$331.23	\$62,271	\$5,189.27	\$331.23	\$68,378	\$5,698.16	\$313.66
3	\$53,977	\$4,498.06	\$321.29	\$60,403	\$5,033.54	\$321.29	\$66,324	\$5,527.03	\$304.24
2	\$52,357	\$4,363.10	\$311.65	\$58,590	\$4,882.52	\$311.65	\$64,336	\$5,361.35	\$295.12
1	\$50,788	\$4,232.34	\$302.31	\$56,834	\$4,736.19	\$302.31	\$62,405	\$5,200.39	\$286.26

APPENDIX A-2b
Part-Time (Adjunct) Faculty Salary Schedule
Effective Fall Term 2020–Summer Term 2021

CHEMEKETA COMMUNITY COLLEGE PART-TIME (ADJUNCT) FACULTY BARGAINING UNIT SALARY SCHEDULE Effective Fall Term 2020–Summer Term 2021											
LEVEL	DESCRIPTION	STEPS								LEVEL	
		1	2	3	4	5	6	7	8		
A	Lecture Credit Courses										A
	ILC Rates	\$737.00	\$760.00	\$791.00	\$859.00	\$932.00	\$1,011.00	\$1,097.00	\$1,209.00		
	Hourly Rates	\$67.0000	\$69.0909	\$71.9091	\$78.0909	\$84.7273	\$91.9091	\$99.7273	\$109.9091		
B / C	Labs (1 lab hr. = .7 ILC)	\$515.90	\$532.00	\$553.70	\$601.30	\$652.40	\$707.70	\$767.90	\$846.30	B / C	
	Hourly Rates	\$46.9000	\$48.3636	\$50.3364	\$54.6636	\$59.3091	\$64.3364	\$69.8091	\$76.9364		
	ABE/GED/HSC/ESL Labs										
	Agriculture Credit Labs										
	Health Care Skills Credit Labs										
	Laboratory Credit Courses										
	Physical Education Activity Courses										
	Science Credit Labs										
	Studio Art Classes Technology										
	Credit Labs Trade Credit Labs										
	Vocational Preparatory Credit Labs										
	Vocational Supplemental Credit Labs										
D	Workshops/Special Assignments	Minimum = \$45.69 (CD = Curriculum Development Rate)								D	
	(Bargaining Unit Rate) (See Article 23B.5)										
E	Hourly Employees Rate	\$28.34	\$29.72	\$31.24	\$32.84	\$34.45	\$36.31	\$37.80	\$38.69	E	
	Counseling										
	CWE Coordinator										
	Library Work										

Required Meeting (RM) Rate =	\$ 41.27
Bargaining Unit (See Article 23.B.6.i)	
Curriculum Development (CD) Rate =	\$ 45.69

Level A

1. Lecture Credit Courses (one [1] weekly lecture hour per term = one [1] ILC)
2. ESOL qualifying classes: (one [1] weekly lecture hour per term = one [1] ILC)
3. Writing* qualifying classes: (one [1] weekly lecture hour per term= one [1] ILC)
 When the fourth week enrollment report shows sixteen (16) or more students, the writing* courses lecture hour value shall be changed to 1.25 ILC for the entire term.

*Qualifying classes are:

BA214	ENG151W	WR089	WR121	WR240	WR243	WR250
BT105	ENG152W	WR090	WR122	WR241	WR244	WR262
	WR080					
BT210	WR088	WR115	WR227	WR242	WR245	WR263

APPENDIX B—LONG TERM DISABILITY

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

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

To obtain a year of service, an individual must complete one-half or more of their assigned duty days. Example: 86 days or more of a 172-day contract. In no case will an individual have more than five years of recall rights.

APPENDIX C

Programs and Disciplines

CTE Programs

Accounting	Early Childhood Education	Medical Assisting
Agribusiness Management	Electronics	Nursing Education
Automotive Technology	Emergency Medical Technology	Occupational Skills Training
Building Inspection Technology	Fire Protection Technology	Pharmacy Technician
Business Management	Health Information Management	Small Business Management
Business Technology	Hemodialysis Technician	Speech Language Pathology Assistant
Computer Information Systems	Horticulture	Vineyard Management
Criminal Justice	Hospitality & Tourism Management	Visual Communications
Dental Assisting	Human Services	Welding
Drafting/Civil Technology	Machining Technology	Winemaking

General Education/Developmental Education Disciplines

ABE/GED	Economics	Japanese
American Sign Language	Education	Mathematics
Anatomy and Physiology	Engineering	Microbiology
Anthropology	English	Music
Art	ESOL	Philosophy/Religion
Botany	General Biology	Physics/Astronomy
Chemistry	Geography	Political Science
Communication/Speech	Geology	Psychology
Computer Science	Health & Human Performance	Reading/Study Skills
Developmental Writing	History	Sociology
		Spanish

Other Programs *may include but are not limited to the following:*

Corrections Education	Grants Office	Tech Hub
Counseling	High School Partnerships	Chemeketa Press
CWE/Internships	Library	

Index

Contents	Page Number
Academic Freedom	74
Assignment of Overload and Non-Contract Term Classes.....	75
Association Communications	4
Association Dues.....	85
Benefits During Leave	38
Bereavement Leave—Full-time Faculty.....	49
Calendar	53
Compensation for Extra Responsibilities	56
Complaints	80
Duration of Agreement	91
Early Retirement Options.....	70
Emergency Leave.....	50
Employee Benefits	68
Employment Status	27
Evaluations.....	19
Equivalent Workloads.....	66
Facilities Use.....	4
Faculty Rights	79
Family Medical Leave	43
Grant Status Faculty.....	28
Grievance Procedure	85
Group Grievances	89
Harassment-Free Workplace.....	9
Health Insurance	68
Holidays	53
Improvement Plan.....	21
Individual Employment Contracts	91
Internal Positions.....	27
Instructional Authority.....	72
Jury Duty	51
Just Cause for Discipline	79
Large Class Size.....	63
Leaves of Absence—Full-time Faculty	38
Letters of Intent Notice—Full-time Faculty	33
Long Term Disability Leave.....	36

Contents	Page Number
Long Term Leaves—General	38
Management Right	3
Mandatory Subjects of Bargaining	90
Nondiscrimination	80
Nondiscrimination—Complaints	81
Official File Material	17
Ownership of Instructional Materials	83
Parental Leave	39
Participation/Communication Rights—Part-time/Adjunct Faculty	17
Personal Business Leave	43
Personnel File	15
PERS	32, 36, 58, 61, 70
Political Leave—Full-time Faculty	50
Printing of Agreement	92
Professional Development	45
Recall Provisions	13
Release Time for Association Representatives	5
Representative to Board	4
Resignation	80
Retrenchment	9
Royalties	84
Sabbatical Leave	41
Salary	55
Salary Placement Criteria	56
Salary Step Movement	56
Selection of Textbooks and Materials	72
Seniority	10
Short Term Leaves	38
Sick Leave	35
Status of Agreement	90
Strikes and Lockouts	3
Teaching Load	62
Temporary	29
Termination of Employment	33
Tuition Waiver	51
Vacancy Notices	26
Vacant Position	25
Work Year	53
Workloads	62