Agreement between Umpqua Community College and Umpqua Community College Part-Time Faculty Association
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Preamble

This agreement is by and between Umpqua Community College Part-time Faculty Association, which is affiliated with the Oregon Education Association and the National Education Association, and Umpqua Community College.

The intent of the agreement is to set forth and record the basic and full agreement between the parties on those matters pertaining to wages and conditions of employment for employees included in the bargaining unit, as defined in Article 1.

It is our joint goal to maintain a climate of open, effective communication and mutual trust and respect working together to achieve the agreement that best fits the needs of the association members, the college, the students, and the community.
Article 1 - Recognition

A. Bargaining Unit Description

The Umpqua Community College Part-Time Faculty Association (UCCPTFA), affiliated with the Oregon Education Association, is the exclusive collective bargaining representative of the bargaining unit comprised of all faculty employed by the Umpqua Community College (UCC) who teach at least five (5) credit hours or work at least 0.11 FTE over the fall, winter, spring, and summer terms combined, including librarians, faculty chairs, instructional coordinators, and other staff who perform instructional duties. Specifically excluded are full-time faculty (0.68 FTE and above), supervisory employees, confidential employees, classified bargaining unit employees, casual employees, and instructors who only teach community education classes.

B. Definitions

1. The term “association” hereinafter shall refer to the Umpqua Community College Part-Time Faculty Association/OEA/NEA.

2. The terms “faculty,” “faculty member,” “member,” or “employee” shall refer to all employees represented by the association in the bargaining unit as defined above.

3. The terms “college” or “board” shall refer to the Board of Trustees of Umpqua Community College or designee.

4. The term “president” shall refer to the chief executive officer of Umpqua Community College or a person acting in that capacity duly appointed and authorized by the Board of Trustees.

5. The term “academic year” is the total time from the start of fall quarter through the end of spring quarter including Umpqua Community College’s annual commencement.

C. Subcontracting

There shall be no subcontracting of bargaining unit positions during the term of this agreement without consultation with the association.
Article 2 - Association Rights

A. Use of College Resources

1. The association and its representatives shall have the right to use UCC facilities for association business at no charge to the Association providing there is no interference with regular programs. UCC facilities shall be scheduled in advance, following standard UCC procedures, when they are required for such activities.

2. Association officers and committee members shall have the right to use UCC equipment including computers, typewriters, duplicating machines, and audiovisual equipment for association business at reasonable times and when not otherwise in use.

3. The association shall have the right to use campus mail and email for conduct of association business.

4. The association shall have the right to post communications on campus bulletin boards.

B. Access to Information

Upon request, the college agrees to furnish to the association all information necessary for its functioning as exclusive bargaining representative, including but not limited to the following:

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

2. College Board Packet
   The College shall provide to the association president or designee an electronic copy of the board packet prior to board meetings.

C. Labor/Management Committee

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

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

E. Dues Deduction and Fair Share

1. Dues and Assessments
   The college shall deduct association membership dues/assessments and related voluntary contributions from the member’s paychecks.

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

3. Procedures
   a. Prior to the first payroll dues deduction of each new membership year, the association shall provide the payroll office with the current membership dues/assessment rate schedule by category and FTE range for UCCPTFA and for OEA/NEA.
   b. Deductions under Sections 1 and 2 shall begin with the first October paycheck for new and continuing employees (or with employee’s first paycheck if newly employed after the commencement of the academic year) and shall be made monthly while employed by the college for a maximum of nine (9) months annually.
   c. The applicable deductions shall be transmitted to the UCCPTFA and to OEA monthly.

4. 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 3 - Employer Rights

The association recognizes that the college has the responsibility and authority to manage and direct and otherwise control, on behalf of the public, all of the operations and activities of the college. The college retains all rights and prerogatives not specifically restricted by this agreement. However, the association maintains its right under ORS 243.698 if the college considers changing a mandatory subject of bargaining during the life of this agreement that has not been previously negotiated.
Article 4 - Employee Rights

A. Criticism of Performance

Any criticism of an employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, other employees, community members, or at public gatherings. All critiques shall be confidential.

B. Just Cause for Discipline

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

C. Determination of student grades

The employee shall maintain the first right and responsibility to determine grades and other evaluations of students. No administrator shall change a grade or evaluation unless there has been a miscalculation resulting in the assignment of an incorrect grade. No grade or evaluation shall be changed without a good faith attempt to consult with the employee.

D. Instructional Methodology

Each employee will be given the responsibility to determine classroom discussion and method of presentation of the subject he/she teaches, consistent with the course outcomes approved by the College.

E. Required Meetings

Whenever any employee is required by the college to appear before any supervisor, administrator, board, or any committee or member thereof, concerning any matter which could lead to discipline or adversely affect the continuation of that employee in his/her position or the salary pertaining thereto, the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the association or legal counsel present to advise and represent the employee during such meeting or interview in accordance with the parameters for representation rights established by the Employment Relations Board. Such representation shall be provided by the association within a reasonable period of time (normally no more than three (3) College business days after the scheduling of the meeting during the employee’s work year or as soon as available, if during a break period). The convening administrator shall be notified in advance of the meeting if legal counsel will be present.

F. Non-Discrimination

All practices, procedures and policies of the college shall clearly demonstrate that there is no discrimination in the hiring, assignment, or discipline of bargaining unit members or in the application or administration of this agreement on the basis of race, color, religion, national origin, union activity, gender, age, marital status, disability, sexual orientation, or association membership.
The college will not discriminate or retaliate against an employee because the employee makes a complaint, whether contractual or non-contractual.

G. Academic Freedom

Each faculty member is entitled to and responsible for protecting freedom in the classroom in discussion and presentation of the subject matter. The professional freedom of faculty includes the right to explore and discuss controversial issues and divergent points of view.

H. Personal Freedom

The personal, religious or political life of an employee is not a matter of appropriate concern or attention of the college. Employees are free to exercise all rights of citizenship, as defined by and in accordance with decisions of the state and federal courts.

I. Privacy

The privacy of an employee’s mailbox, office, e-mail, phones, computer, and personal material shall be respected. No information from these sources shall be gathered, stored, or exchanged without reasonable suspicion. The employee and the association will be notified as soon as practicable.

J. Intellectual Property

1. The ownership of any materials, processes, or inventions developed solely by an employee's individual effort, time and expense shall vest in the employee and be copyrighted or patented, if at all, in the employee’s name.

2. The ownership of materials, processes, or inventions produced solely for the college and at college expense shall vest in the college and be copyrighted or patented, if at all, in its name.

3. All materials, processes or inventions developed by an employee with greater than minimal use of college time, facilities, or other college resources shall be produced only with a prior written agreement between the college designee and the employee prior to the production. Ownership shall be determined by such written agreement.

K. Access to Resources

Employees should be provided reasonable access to the materials, facilities, and equipment necessary for the performance of their work assignments. When an employee believes reasonable access has been denied the employee should consult the supervisor to determine a mutually satisfactory arrangement. Specifically, the college shall provide:
1. Access to a lockable office space, either individual or shared, equipped with a desk or work table, chair, file drawer, bookshelf, a telephone, and a computer with intranet and internet access and running the standard administrative and productivity software adopted by the college,

2. Means (e.g., key, card, or code) to individually access the assigned office and any buildings the employee may be required to use,

3. Access to all campus resources necessary to effectively deliver course materials to their class and to facilitate appropriate communication between the faculty member and their students, including but not limited to duplication services, supplies, conference space, texts, and other instructional materials.

L. Complaint Processing

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

2. Oral complaints
   Any oral complaint(s) considered by the College to have merit (i.e., could lead to discipline) will be promptly investigated and will be brought to the attention of the employee within fifteen (15) College business days, or as soon as the parties are available if during a break period. If the matter will result in discipline, the employee will be provided the name(s) of the complainant(s) and the nature of the complaint(s), and the employee will be given an opportunity to respond to and/or rebut such complaint(s).

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

Regardless of the results of any meeting involving the complainant(s) and the employee, the College is not precluded from proceeding to disciplinary action (written reprimand, suspension, or dismissal) if there is just cause for discipline.
Article 5 - Personnel Files

A. Maintenance of Files

The college shall maintain personnel files for each faculty member in the college’s Human Resources Office. These files shall be the official repository of materials relevant to the faculty member’s employment with the college, including but not limited to evaluations, 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 shall not be made a part of the official personnel file. All entries in the official personnel file must be dated and signed by the submitting party.

B. Working Files

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

2. Materials from working files may only be used as evidence in proceedings when related to statements contained in the official personnel file on the date of the College’s action.

C. Placement of Materials and Rebuttals

1. Employees shall sign and date all materials placed in the personnel file except documents submitted to Human Resources by the faculty member, documents already provided to the faculty member with a “cc: Personnel File”, or documents relating to routine administration of the file. If the employee refuses to sign and date the material, the material may be placed in the file after the refusal has been documented on the material and an annotated copy sent to the employee.

2. The faculty member shall have the right to include in this file a written response to any materials placed in the file; such response shall be attached to the material to which it refers.

3. The faculty member may include in the employee’s personnel file any material or information considered germane to that member’s career.

D. Inspection and Use of Files

Personnel files shall be open by appointment for inspection by the faculty member and such other persons as are officially designated by the college or the faculty member.

E. Request for Copy of Personnel File

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

At any time, either party has the right to indicate documents and/or other materials in the files which they believe to be obsolete or otherwise inappropriate for retention. Such materials may be expunged from the official file by mutual consent of the college and the faculty member.
Article 6 - Evaluation

A. Timing

An employee may be evaluated by the College any time the College determines an evaluation is needed.

B. Purpose of Evaluation

Effective and fair evaluation serves the best interest of both the College and employees. The purpose of evaluation procedures at Umpqua Community College will be:

1. To seek methods for the improvement of instruction;
2. To provide for formal recognition of staff accomplishments;
3. To provide employees a means for identifying their growth and professional development;
4. To assist employees in identifying specific strengths and weaknesses, and to assist in the development of procedures for correcting weaknesses;
5. To help identify individual and in-service training requirements;
6. To assist the College in making determinations regarding termination of employment.

C. Student Evaluations

1. Student evaluations will be conducted in each of a new instructor’s first three terms.
2. Continuing instructors will be evaluated at least every fifth year thereafter.

D. Administrative Evaluation

All employees shall be given written notice at least one week prior to an administrative evaluation setting forth which techniques and methods are to be used in the evaluation process. The evaluation may include student, peer, self, and administrative review components.

1. When peer and student evaluations are included as components of the administrative evaluation process, the results of these evaluations will be summarized and addressed in the self-evaluation (if required) and the administrative evaluation.
2. An employee shall be provided a written copy of the administrative evaluation, and shall be afforded the opportunity to respond in writing to any evaluations made. If the employee chooses to respond, then the response will be attached to the evaluation and placed in the personnel file.
E. Representation

Employees have the right to representation at any evaluation meeting.

F. Improvement

If, following and evaluation, the college determines that the performance of an employee is substandard the college will provide an opportunity and assistance for the employee to meet the expected standards.
Article 7 - Compensation

A. Salary

1. Schedule

The salary schedule shall consist of eight steps, with the salary at each step above the first equal to 1.04 times the previous step (4% step raise) for credit faculty and 1.05 times the previous step (5% step raise) for hourly faculty.

<table>
<thead>
<tr>
<th>Step</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
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<td>Per ILC</td>
<td>521</td>
<td>542</td>
<td>564</td>
<td>586</td>
<td>610</td>
<td>634</td>
<td>659</td>
<td>686</td>
</tr>
<tr>
<td>Hourly (other credit)</td>
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<td>24.87</td>
<td>26.12</td>
<td>27.42</td>
<td>28.80</td>
<td>30.24</td>
<td>31.75</td>
<td>33.33</td>
</tr>
<tr>
<td>Hourly (non-credit)</td>
<td>19.30</td>
<td>20.27</td>
<td>21.28</td>
<td>22.34</td>
<td>23.46</td>
<td>24.63</td>
<td>25.86</td>
<td>27.16</td>
</tr>
</tbody>
</table>

2. Initial step placement

Initial step placement will be consistent with the criteria used for new full-time faculty hires.

3. Step progression

Employees shall receive a step increase at the end of every 30 ILCs, for credit faculty, or nine (9) terms, for hourly faculty, taught provided the employee has received a satisfactory evaluation from their Department Chair or Dean, including classroom observation and student evaluations. The evaluation should be scheduled during the quarter in which the milestone will be completed. Employees in the top step will be evaluated every three years.

4. New course development

Compensation for new course development shall be based upon established amounts and negotiated by the concerned employee on a case by case basis. No work shall be done prior to reaching a mutual agreement. The agreement shall include specific allocation of rights to any intellectual property generated during the development. The employee will be required to document time spent.

5. Meetings

Employees required to attend meetings, including faculty in-service, shall be compensated at $25 per hour. Documentation that the employee is required to attend the meeting will be obtained prior to the event and signed by the Dean and Vice President.

6. Other duties

Part-time faculty are available to fill numerous support roles such as serving on committees, assisting in curriculum development, providing mentoring, and participating in course and outcome assessment, and are generally open to doing so. Failure to agree to extra duties,
however, shall not be a factor in determining future assignments. Employees shall be paid at
their appropriate hourly rate for all such extra duties.

B. Benefits

1. Tuition waivers

   a. The college shall waive tuition for an employee, spouse, dependent child, or other
dependent living in the same household as follows:
      Steps 1-4: 4 credit hours per term while employed
      Steps 5-7: 6 credit hours per term while employed

   b. Such waivers may be used anytime within a term employed or an ensuing term. Prior to
registration, the employee is responsible for supplying to the College Human Resources
Office proof of dependent status.

   c. A waiver will not be granted if it has the effect of displacing a tuition paying student or if the
course work will interfere with the employee’s regular assignment. The college will not be
required to reschedule assigned classes and duties to accommodate a tuition waiver.

   d. The employee, spouse, or dependent will be responsible for any fees associated with the
class.

   e. Community Education classes are not eligible for tuition waivers.
Article 8 - Employee Work Assignment

A. Part-Time Employee List

The college will maintain a current college-wide list (Part-Time Employee List) of available part-time employees cross referenced by the discipline(s) for which they are qualified. A copy of the current list will be provided to the association at the end of each term and upon request.

B. Qualification

1. An employee is deemed qualified by satisfying the discipline-specific standards set in college policies and regulations or applicable statute, maintaining currency in the standards and practices of the applicable profession, and demonstrating teaching competency. Specific requirements may be waived at the discretion of the college president.

2. Teaching competency will be demonstrated by successful completion of at least two terms for both credit course instructors and hourly instructors and a positive evaluation by the employee's supervisor. The same teaching block may be used to demonstrate competence in more than one area.

3. Records and documents required to support qualification shall be maintained with the employee's personnel file.

C. Maintenance of List

1. Employees shall be added to the Part-Time Employee List at the earliest time after they are shown to be fully qualified.

2. No employee will be removed from the Part-Time Employee List without cause until two calendar years after his/her last assignment or upon employee request. Refusal of assignment will not be reason for removing an employee's name from the Part-Time Employee List unless terminated for just cause.

D. Notice of Willingness and Availability to Teach

Each instructional division shall provide a means for employees to document course and time preferences and their willingness and availability to teach additional courses or sections or to work additional hours. The information will be retained by the appropriate division administrators. Employees are responsible for updating the information.

E. Employee List Assignments

Assignments will be made from the Part-Time Employee List, within the needs of the college and after full-time staff needs are met. The following factors will be considered in making assignments: qualifications for specific courses, experience teaching specific courses, willingness to teach other courses, availability of the instructor, and a fair distribution of assignments among Part-Time
Employee List faculty. If two or more qualified employees on the Part-Time Employee List are substantially equivalent, seniority shall be used as the deciding factor. Seniority is defined as the most accrued terms taught at the college.

1. Annual Projected Assignment. Employees on the Part-Time Employee List will receive notice in writing of the projected instructional load that is anticipated to be assigned to them for each academic year. Such a projection, however, is not a guarantee of employment or assignment. The parties acknowledge that the projected assignment may be changed based on the needs of the college and full-time staff needs. The college will make a good-faith effort to provide such notice to employees by the end of spring term of each year.

2. Term Assignment. The college will confirm term assignments (if any) for employees on the Part-Time Employee List by the sixth week of the prior term. The parties acknowledge that the cooperation of employees is required in order to make such a confirmation.

3. Assignments to Non-Listed Employees. The college may assign employees not on the Part-Time Employee List only if the college determines that there is no one on the Part-Time Employee List who meets the required instructor qualifications and is available to accept the assignment. Employees on the Employee List retain their rights to those assignments up until the first class session begins.

4. Non-Assignment. An employee who has requested an assignment and does not receive an assignment for the next consecutive term will be notified in a timely manner. Upon request the college will provide the reason for non-assignment.

F. Notification

By the end of the fourth week in each academic term, Human Resources will send to the deans, instructional supervisors, and the association a copy of the list of employees who are working that term and a copy of the list of employees who are on the current Part-Time Employee List. Employees may request copies of the Part-Time Employee List from Human Resources.

G. Termination

No employee will be terminated without just cause during an academic term in which he/she has an assignment.
Article 9 - Absences and Leave

A. Sick/Emergency/Personal Leave

1. The College will grant an employee one (1) day of leave during each contracted term of employment for personal reasons (such as illness, bereavement, emergencies, and personal business matters). Such leave will be with pay. Leave will be used in one day increments.

2. Unused sick/emergency leave shall not accumulate or carry over to subsequent terms.

3. When a class session is cancelled as a result of paid or unpaid leave, instructors will make every effort to meet the learning outcomes for the course. Make-up classes may be scheduled at the employee’s option and with the mutual agreement of students in lieu of paid or unpaid leave.

B. Jury Duty

1. An employee shall be granted leave with pay for service upon a jury; however, such compensation shall be reduced by the amount the employee receives for such jury service excluding compensation for travel or expenses.

2. During the period of time an employee is on jury duty, he/she will be responsible for reporting for duty at the college on those days when he/she is not required to report for—or is excused for the day from—jury duty.

3. An employee shall receive time off, with pay, for required appearances in court or hearings resulting from a subpoena to appear to testify where the employee is not
   a. personally involved in the action as the plaintiff,
   b. the defendant,
   c. the object of the investigation, or
   d. called on behalf of the association in any action against the college.

C. Other Leave.

1. Employees may request, in writing, FMLA and/or OFLA. Such leaves shall be in accordance with ORS 659.470-659-494.

2. An employee may be granted other leaves at the discretion of the College.
Article 10 - Distance Education

A. Workload Credit

Any college credit distance education class shall result in faculty pay consistent with this agreement. Distance education classes are defined as those that are 100% online course delivery with the exception of orientation and exams. Compensation and other assistance or support, as mutually agreed upon by the employee and the division dean, shall be granted for:

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

B. Author’s First Right of Refusal

A faculty member who has initially authored a distance education course will be given first right of refusal to teach that course each time it is offered for the first two (2) times it is offered. This right to teach may be extended by mutual agreement of the Vice President for Instruction and the faculty member if the member is authorized to redevelop an existing distance education course. Recognition will be given to the author of an online course if the course is taught by another instructor.

C. Distance Education Development

The college will pay a minimum of 1 ILC per credit of the course to be developed and a maximum of $2000 to any faculty member authorized by the college to develop or convert a course to a distance education format for the first time.

D. Assignment of Distance Education Classes

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

E. Virtual Office Hours

Faculty assigned a distance learning course(s) will observe a portion of their office hours in a virtual format. Faculty will post the preferred method of contact for distance learning students on their office door placard and within their electronic syllabus.
Article 11 - Grievance Procedure

A. Definitions

1. A “grievance” shall mean a complaint by an employee or employees of Umpqua Community College or of the Umpqua Community College Part-Time Faculty Association that there has been a violation of any provision of this contract.

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

3. “Days”, unless otherwise specified, shall mean the 175 faculty work days (excluding holidays) during the academic year, and thereafter the days when the college’s administrative offices are open for business.

B. Purpose

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

C. Steps

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

1. Step 1
   a. An employee shall be responsible for instituting the first step of the grievance procedure by contacting the immediate supervisor within 15 days after the facts upon which the grievance is based, or first become known to the employee, to arrange an informal meeting to make an earnest attempt to resolve the grievance.
   
   b. If the issue is not resolved informally, within ten (10) days of the informal meeting, the employee may submit a completed Grievance Conference Request Form (Appendix A) to the Human Resources Director within ten (10) additional days. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. (Steps 1.a and 1.b are a maximum of thirty (30) days.)
c. The Human Resources Director will designate an impartial college administrator from outside the division where the grievance is occurring, who shall review the grievance, arrange for necessary discussions, and give a written answer to the grievant with a copy to the association, within ten (10) days after receipt of the written grievance. If no response is received within the ten (10) day period, the grievance will immediately advance to Step 2.

2. Step 2

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

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

3. Step 3

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

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

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

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

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

D. 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.
E. Initiation of Group Grievances

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

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

3. The association shall have the right to initiate a grievance growing out of an alleged violation of association rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the president. The remainder of the procedure shall be as provided for the individual grievances.

F. General Provisions

1. No reprisals of any kind will be taken by the employer or by any members of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.

2. Unless there is a mutual agreement to extend timelines, failure at any step of this procedure to communicate the decision in writing within the specified time limit shall permit the grievant to proceed to the next step.

3. Unless there is a mutual agreement to extend timelines, failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
**Article 12 - General Provisions**

**A. Maintenance of Standards**

All conditions of employment, including hours, regular compensation, extra compensation for duties outside regular work hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time this agreement is signed, provided that such conditions shall be improved for the benefit of employees as required by the express provisions of this agreement. This agreement shall not be interpreted or applied to deprive employees of professional advantages heretofore enjoyed unless expressly stated herein.

**B. Separability**

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, or by the inability of the employer or the employee to perform to the terms of the agreement, the remainder of the agreement shall not be affected thereby. Upon written request of either the board or the association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such a provision. Such negotiations shall be conducted pursuant to ORS 243.712.

**C. Compliance**

Any individual contract between the college and an individual employee in this bargaining unit shall be subject to and consistent with the terms and conditions of this agreement. Reference to this contract shall be incorporated into any individual contracts. This agreement shall take precedence and be controlling in the event of any conflicts or inconsistencies.

**D. Strikes and Lockouts**

1. If during the period of this agreement, it is agreed by both parties to reopen the contract for further negotiations, the process shall be pursuant to ORS 243.712 and nothing in this agreement will serve as a bar to an otherwise legal strike.

2. There will be no lockout of employees by the college, as a consequence of any dispute arising during the period of this agreement.

**E. Modifications to Agreement**

This agreement may not be modified in whole or in part except by an instrument in writing duly executed by the parties.
Article 13 - Term and Execution of the Agreement

A. Duration

This Agreement shall be effective as of the first day of the fall term of 2013. It shall be binding on the college and the association and shall remain in full force and effect until last day of the summer term of 2014.

B. Successor Agreement

It is the intent of the parties that negotiations for a successor agreement begin no later than three months before the expiration of this contract. If the contract expires prior to completion of negotiations, the college shall maintain the status quo regarding mandatory subjects of bargaining to the extent required by state law and may elect to maintain other provisions of the expired contract.

C. Execution

Executed this day, ________________, by the undersigned officers of authority on behalf of the college and the association.

For the association

Jenny Friedman, President
Umpqua Community College Part-Time Faculty Association

Kelly Wyatt, Negotiation Chair
Umpqua Community College Part-Time Faculty Association

For the college

Elin Miller, Chair
Umpqua Community College Board of Trustees

Joe Olson, President
Umpqua Community College
Appendix A - Grievance Conference Request Form

Umpqua Community College
Umpqua Community College Part-Time Faculty Association
Grievance Conference Request Form

To: _________________________
(Supervisor’s Name)

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

Employee Name _______________________________ Date submitted ____________

Contact information: _________________________________________________________
___________________________________________________________________________

Suggested times of availability: _________________________________________________
___________________________________________________________________________

Brief statement of my concern: _________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Supervisor signature ____________________________ Date received ______________