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

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2019-2022

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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, part-time coaches 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 Education 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 Education.
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.
6. The terms "will" is understood to have the same force and meaning as "shall".
7. The term "College Business Days" shall refer to the days the College's administrative offices are open for business.

### **C. Subcontracting**

There shall be no subcontracting of bargaining unit positions during the term of this Agreement without bargaining with the Association in accordance with ORS 243.698.

## **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, photocopiers, printers 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, following standard UCC procedures for posting.

### **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  
UCC will post board packets on-line and will also notify employees of the posting by email 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 work hours, the member shall suffer no loss in pay.

## **E. Dues Deductions**

### **1. Dues and Assessments**

All employees covered by the terms of the Agreement may voluntarily join the Association as a member. The College shall deduct Association membership dues/assessments and related voluntary contributions from the paychecks of any employee who individually authorizes such deductions in writing to the Human Resources Office.

### **2. Procedures**

- a. Prior to the first payroll dues deduction of each new membership year, the Association shall provide the Human Resources 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 who have individually authorized deduction in writing to the Human Resources Office (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 or until the employee separates.
- c. The applicable deductions shall be transmitted to the UCCPTFA and to OEA monthly.

### **3. 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 College shall be made in confidence and never in the presence of students, other employees (except Association representatives in private meetings who are acting in the role of Association representatives), 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 or dismissed without pay during an academic term 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 or misapplication of course grading criteria as specified in the course syllabus resulting in the assignment of an incorrect grade, or unless a change in grade is required by state or federal court. 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. Each employee will be given the responsibility to remain current in course content and teaching methodologies, consistent with the course outcomes approved by the College. Each employee will also be responsible to include course information in the syllabus as required 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, Association membership or other legally protected status or activity in accordance with applicable law.

The College will not discriminate or retaliate against an employee because the employee makes a complaint.

## **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. However, employees may not present or represent his/her personal views as that of the College.

Employees shall be subject to policies and procedures enacted by the College regarding the privacy of information accessed or stored on College owned computers, networks, emails and other electronic communications equipment and systems subject to compliance with bargaining obligations.

## **I. 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.

## **J. 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.

## **K. Complaint Processing**

### **1. Written complaints**

In the event the College receives a written complaint regarding an employee that it determines should be investigated, the College will provide the employee with a copy of the complaint and notify the employee of its intent to conduct an investigation. In the event disclosure of the name of the complainant is prohibited under Oregon Whistle Blower law, the name of the complainant will be redacted. Such complaints will be investigated as soon as reasonably practicable. If the College determines there is merit (i.e., could lead to discipline) to the complaint, the employee will be notified in writing of the results of the investigation and the disciplinary action being contemplated by the College. The employee will be given an opportunity to respond to and/or rebut such complaints within fifteen (15) College business days after receipt of such notice or as soon as the parties are available, if during a break period. No decision will be made by the College until after this opportunity has been afforded to the employee.

### **2. Oral complaints**

In the event the College receives an oral complaint that it determines should be investigated, the College will notify the employee of the nature of the complaint and its intent to conduct an investigation. In the event disclosure of the name of the complainant is prohibited under Oregon Whistle Blower law, the name of the complainant will be redacted. Such complaints will be investigated as soon as reasonably practicable. If the College determines there is merit (i.e., could lead to discipline) to the complaint, the employee will be notified in writing of the results of the investigation and disciplinary action being contemplated by the College. The employee will be given an opportunity to respond to and/or rebut such complaint(s) within fifteen (15) College business days after receipt of such notice or as soon as the parties are available, if during a break period. No decision will be made by the College until after this opportunity has been afforded to the employee.

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 shall have authority to decline an employee request to meet with the complainant(s) when such a decision is reasonable (i.e., harassment, whistle blower, etc.).

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 consistent with Article 4.B and Article 8.C.2.

## **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 for disciplinary purposes when related to statements contained in the official personnel file on the date of the disciplinary 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 consistent with the record retention provisions set forth in OAR 166-200-00305. Requests for removal must be made to the Human Resources Department. Disciplinary documents and supportive materials that have been removed from an employee's personnel file will not be used against an employee for the purpose of progressive discipline, but may be used by the College to show compliance with legal obligations, as well as to establish consistency, lack of discrimination, notice of policy or standards, existence of mitigating or aggravating circumstances and defend against legal claims.

## **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 include the following:

1. To seek methods for the improvement of instruction;
2. To provide for formal recognition of employee 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**

Student course evaluations will be conducted for each course taught by the employee.

### **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 quantitative and qualitative results of these evaluations will be summarized and addressed in the self-evaluation (if required) and the administrative evaluation. Employees will receive a Faculty Evaluation Summary and Student Evaluations from their Dean upon completion of 30 ILCs for credit faculty or nine (9) terms for hourly faculty, after grades have been posted. Additional Faculty Evaluation Summaries and Student Evaluations will be sent to employees upon completion of every subsequent 30 ILCs completed for credit faculty or nine (9) terms completed for hourly faculty, after grades have been posted. All Faculty Evaluation Summaries and Student Evaluations will be sent to employees via their Umpqua.edu email addresses.

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 Association representation, upon request, at any evaluation meeting.

#### **F. Improvement**

If, following an evaluation, the College determines that the performance of a non-probationary employee is substandard the College will notify the employee of areas of needed improvement and provide an opportunity 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.

An increase of 1.25% in the salary schedule shall be effective the first day of Fall Term 2019. This 1.25% increase results in the following salary schedule:

#### 2019-2020 - 1.25% increase

Step	1	2	3	4	5	6	7	8
PER ILC	546.08	567.92	590.64	614.27	638.84	664.39	690.97	718.60
Instructional Hourly Rate	24.84	26.08	27.38	28.75	30.19	31.70	33.29	34.95
Non-Instructional Hourly Rate	20.23	21.24	22.30	23.42	24.59	25.82	27.11	28.47
Clinical Instructional Hourly Rate*	38.27	40.19	42.20	44.31	46.52	48.85	51.29	53.85

An increase of 1.25% in the salary schedule shall be effective the first day of Fall Term 2020. This 1.25% increase results in the following salary schedule:

#### 2020-2021 - 1.25% increase

Step	1	2	3	4	5	6	7	8
PER ILC	552.91	575.02	598.02	621.94	646.82	672.69	699.60	727.59
Instructional Hourly Rate	25.15	26.41	27.73	29.11	30.57	32.10	33.70	35.39
Non-Instructional Hourly Rate	20.48	21.51	22.58	23.71	24.90	26.14	27.45	28.82
Clinical Instructional Hourly Rate*	38.75	40.69	42.72	44.86	47.10	49.46	51.93	54.53

An increase of 1.25% in the salary schedule shall be effective the first day of Fall Term 2021. This 1.25% increase results in the following salary schedule:

#### 2021-2022 - 1.25% increase

Step	1	2	3	4	5	6	7	8
PER ILC	559.82	582.21	605.50	629.72	654.91	681.10	708.35	736.68
Instructional Hourly Rate	25.46	26.74	28.08	29.48	30.95	32.50	34.13	35.83
Non-Instructional Hourly Rate	20.74	21.78	22.86	24.01	25.21	26.47	27.79	29.18
Clinical Instructional Hourly Rate*	39.24	41.20	43.26	45.42	47.69	50.08	52.58	55.21

*\*The above clinical instructional hourly rate has been calculated by the following formula: ILC per credit rate divided by 12, then the result is multiplied by 84.1% (0.841). Additionally, all part-time nursing clinical instructors will be paid at the rate listed above for clinical hours as contracted by the Nursing Department.*

2. Initial step placement

The initial placement of each part-time faculty employee shall be agreed upon with the UCCPTFA President and the Director of Human Resources based on the following criteria:

- a. Without Master's Degree.....up to Step 2
- b. Master's Degree.....up to Step 4
- c. Doctorate.....up to Step 6

The College President may, in cases of special need, authorize the initial salary placement of an employee at any step on the salary schedule.

3. Step progression

Employees shall receive a step increase at the end of every 30 ILCs for credit faculty or nine (9) terms taught for hourly faculty, provided the employee has received a satisfactory evaluation from their 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/Trainings

Applicants for employment may be required to attend classes as necessary to become minimally qualified for part-time faculty positions pre-hire. Once hired, employees required to attend meetings/trainings 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 Provost. Attendance at in-service shall be compensated at \$25 per hour up to a limit of \$75 per day. Exception to this will be during Fall In-Service where attendance will be compensated for up to 10 hours at a rate of \$25 per hour for that week.

6. Canceled Class Compensation

If classes are canceled five (5) business days or less before the academic term begins, instructors will be compensated at the rate of \$50 per course.

7. Other duties

Part-time faculty may be available to fill numerous support roles such as serving on committees, assisting in curriculum development, and providing mentoring. Such duties shall be assigned by the employee's Dean or the Provost. Failure to agree to extra duties, however, shall not be a factor in determining future assignments. Employees shall be paid at their appropriate rate for all such extra duties. For instructional duties (e.g., curriculum development, mentoring, course

and outcome assessment) instructional hourly rate will apply. For meetings/trainings the meeting rate will apply.

## **B. Large Lecture Premiums**

1. Employees will receive the following premiums when teaching large lecture classes:

Up to 49 ..... 1.00 ILC/hour

50-64 ..... 1.25 ILC/HOUR

65 and over..... 1.5 ILC/hour

For the purpose of ILC calculation the “student counts” for a class shall be determined at the end of the second week.

## **C. Benefits**

1. Holidays

There will be no reduction in pay for employees covered by this Agreement when a holiday recognized by the College occurs during an academic term.

2. Tuition Waivers

- a. The College shall waive tuition for an employee, spouse, registered same-sex domestic partner, dependent child, or other dependent living in the same household while an employee is actively working or on the Part-Time Employee List 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 qualifying 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.

3. Professional Development

The College will pay the cost of tuition and other agreed upon expenses incurred in connection with any courses, workshops, seminars and conferences which an employee is required to take by the College.

For courses, workshops, seminars and conferences which an employee is not required to take by the College, the College will set aside an annual fund totaling \$4000 to be used exclusively for the professional development of part-time faculty. These funds will be dispersed through an application process by the Adjunct Professional Development Committee. Any unused portion of the annual fund will not rollover from year to year.

## **Article 8 - Employee Work Assignment**

### **A. Part-Time Employee List**

The College will maintain a current College-wide list (Part-Time Employee List) of qualified part-time employees cross referenced by the discipline(s) for which they are qualified.

### **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 and entitled to placement on the Part-Time Employee List upon successful completion of the probationary period, as set forth in subsection 2, below.
2. Teaching competency will be demonstrated by successful completion of a probationary period of three (3) terms for both credit course instructors and hourly instructors, a positive evaluation by the employee's supervisor and a positive evaluation by the Provost. Prior to completion of three (3) terms and positive evaluations by both the supervisor and the Provost, employees may be discharged and removed from the Part-Time Employee List at the discretion of the College, provided the discharge occurs at the end of their first, second or third academic term.
3. Records and documents required to support qualification and completion of probation 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 complete their probationary period.
2. No employee who has successfully completed his/her probationary period will be removed from the Part-Time Employee List without just cause until one rolling year after completion of 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 the employee has refused assignments more than once in a rolling one (1) year period.
3. When the College removes an employee from the Part-Time Employee List, all access to College electronic communications systems will be discontinued. Employees who are removed from the Part-Time Employee List must also promptly return their keys, badges and parking passes.

### **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. 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 the College determines 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. Term Assignment. The College will confirm term assignments (if any) for employees on the Part-Time Employee List, if possible, by no later than the sixth week of the prior term. The parties acknowledge that the cooperation of employees is required in order to make such a confirmation.
2. 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.
3. Non-Assignment. An employee who has requested an assignment and does not receive an assignment for a term will be notified in a timely manner. Upon request the College will provide the reason for non-assignment.

## **F. Notification**

The administration will ensure that deans, instructional supervisors, and the Association receive an updated copy of the Part-Time Employee List whenever it changes. Employees may request copies of the Part-Time Employee List from Human Resources at any time.

In addition, by the end of the fourth week in each academic term, the administration will provide the Association with a simple list of all part-time faculty actively employed that term.

## **G. Signing of Contracts**

Employees must sign their Part-Time Instructor's Agreements no later than the end of the second week of the course. Employees who fail to sign and submit their Agreements before this deadline are subject to removal from their teaching 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, personal business matters, and other reasons in accordance with applicable law. Such leave will be with pay. Leave will be used in one day increments, except as otherwise required by law.
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, part-time faculty 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 and Witness 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 as a witness on behalf of the Association in any arbitration or unfair labor practice proceeding by the Association against the College, unless the College is granting time off with pay for witnesses testifying on behalf of the College in such proceedings.

### **C. Other Leave**

1. Employees may request, in writing, FMLA and/or OFLA. Such leaves shall be granted in accordance with those laws.
2. Employees will be granted military and other leaves of absence in accordance with applicable law.
3. 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 Provost and the faculty member if the member is authorized to redevelop an existing distance education course.

### **C. Distance Education Development**

With approval of the Provost, the College will pay a minimum of 1 ILC of the course to be developed and a maximum of \$1000 to any faculty member authorized by the College to develop or convert a course to a distance education format for the first time with the amount of payment to be approved by the Provost.

### **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. The employee may decline such assignments.

### **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 Part-Time Faculty Association or of the Umpqua Community College Part-Time Faculty Association that there has been a violation of any provision of this Agreement.
2. “The aggrieved” is the person or persons making the complaint.
3. “Days” shall mean College business days (Monday through Friday, excluding recognized holidays).

### B. Purpose

The purpose of this procedure is to provide an exclusive and 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.

The grievance procedure is not intended to preclude attempts to resolve grievances in Labor Management Committee meetings. However, the steps and time lines set forth in Section C, below shall continue to apply. The grievance procedure is also not intended to preclude employees from filing complaints with the Oregon Bureau of Labor, the Equal Employment Opportunity Commission and other governmental agencies under state and federal law.

### C. Steps

Grievances will be processed in the following manner and, unless mutually agreed upon in writing 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 submitting a Grievance Conference Request Form (Appendix A) to the immediate supervisor within fifteen (15) days after the facts upon which the complaint is based or first become known to the employee whichever occurs later. The employee and supervisor shall arrange an informal meeting to make an earnest attempt to resolve the matter.
  - b. If the issue is not resolved informally, within ten (10) days of the informal meeting, the employee may submit a completed Grievance to the Human Resources Director. The written grievance shall give a clear and concise statement of the alleged violation(s) of the Agreement including the facts upon which the grievance is based, the issues involved, the Agreement provisions allegedly violated, and the relief sought.

- c. The Human Resources Director or an impartial College administrator from outside the division where the grievance arose who is designated by the Human Resources Director shall review the grievance, arrange for necessary discussions, and submit a written response 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 appeal the grievance in writing to the College President. Such appeal shall occur within ten (10) days after receipt of the written answer in Step 1 or, if no response was received within ten (10) days, from the date the response was due.
    - b. The President or his/her representative shall review the grievance, arrange for necessary discussion, and give a written response to the employee with a copy to the Association no later than ten (10) days after receipt of the written appeal.
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) days following receipt of the President's written response.
    - b. Within ten (10) 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 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 Agreement. 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 College 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 employment relations as defined by PECBA, including but not limited to hours, regular compensation, extra compensation for duties outside regular work hours, relief periods, leaves, and other conditions of employment that are not covered by other provisions of this Agreement shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed. Any changes in those existing employment relations the College desires to make during the term of this Agreement shall be subject to bargaining with the Association in accordance with ORS 243.698. This Agreement shall not be interpreted or applied to deprive employees of the rights afforded to them under the Agreement.

### **B. Separability**

If any provision of this Agreement is held to be unlawful by any tribunal of competent jurisdiction, or is in violation of any state or federal statute or administrative regulation, or the College or the employee is unable to lawfully perform the terms of the Agreement, that specific provision shall be deemed void and unenforceable, but the remainder of the Agreement shall not be affected. Upon written request of either the College 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 243.702. Nothing in this Article constitutes a waiver of the right of either party to assert that the provision(s) in question is not unlawful or unenforceable.

### **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 Agreement 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 2019. 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 2022.

### B. Successor Agreement

It is the intent of the parties that negotiations for a successor agreement begin no later than May 1, 2022. If the Agreement 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 Agreement.

### C. Execution

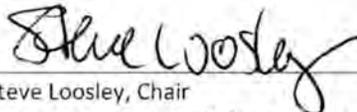
Executed this day, September 11, 2019, by the undersigned officers of authority on behalf of the College and the Association.

For the Association

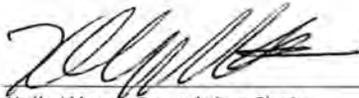
For the College



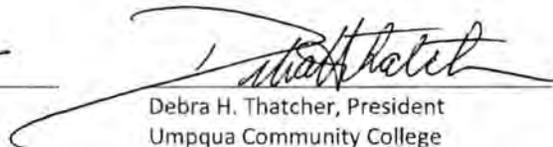
Jeri Frank, President  
UCCPTFA



Steve Loosley, Chair  
Umpqua Community College Board of Education



Kelly Wyatt, Bargaining Chair  
UCCPTFA



Debra H. Thatcher, 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 \_\_\_\_\_