

Collective Bargaining Agreement

Rogue Community College Board of Education

and

Rogue Community College Education
Association/OEA/NEA

July 1, 2014 – June 30, 2017

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ARTICLE 1 - RECOGNITION

A. Preamble

As the result of collective bargaining, the parties to this Agreement hereby reduce to writing and execute a Collective Bargaining Agreement to be in full force and effect for the term hereof. The parties to this Agreement are ROGUE COMMUNITY COLLEGE BOARD OF EDUCATION, hereinafter referred to as "DISTRICT" "BOARD," OR "COLLEGE," and ROGUE COMMUNITY COLLEGE EDUCATION ASSOCIATION/OEA/NEA, hereinafter referred to as "ASSOCIATION."

B. Recognition and Unit Eligibility Definition

The College recognizes the Association as the sole and exclusive bargaining representative for all full-time faculty, adjunct faculty, instructors, librarians, art curators, faculty department chairs and coordinators, counselors, tutors, and other professional staff.

C. Exclusions from Unit

Excluded from this unit are:

1. Supervisors and confidential employees as defined in ORS 243.650 (6), (14) including, but not limited to supervisory and confidential employees designated by Rogue Community College Board Resolution #9-78.
2. Classified employees who work under both classified and faculty assignments whose classified assignment is 20 hours or more per week and whose faculty assignment is less than 61 percent of a full-time faculty load averaged during qualifying terms across the academic year.
3. Substitutes.
4. Faculty interns.
5. Tutors who are primarily enrolled as students.
6. Instructors who teach only the following:
 - a) Community education classes (course number 0 to .999 or 9.000 to 9.999) or any non-credit classes.
 - b) K-12 dual-credit courses established jointly by the College and a school district.

c) Custom contracted training primarily targeted to a sponsoring firm, industry, or agency.

7. All other employees of the College.

D. Supervisory Instructional Functions

Supervisors or administrators may perform instructional duties following standard College rules and procedures which govern adjunct instruction.

ARTICLE 2 - STATUS OF AGREEMENT

A. Scope of Agreement

This Agreement is the sole and entire Collective Bargaining Agreement between the parties with respect to wages, hours and conditions of employment for all employees included in the bargaining unit. In the event of conflict, the terms of this Agreement shall prevail over the terms of any individual employment contract of any member of the unit.

B. Merger

This Agreement supersedes and cancels all previous negotiations, agreements (verbal or written), understandings, benefits or alleged past employment practices except to the extent, if at all, as they may be expressly stated herein. The District shall consult and confer in good faith with the Association prior to terminating or substantially altering established employment practices.

Nothing in this paragraph shall prevent the parties from agreeing upon, reducing, or writing and signing "memoranda of understanding" by which the parties may establish binding interpretations of the contract on which both parties can rely.

C. Waiver of Further Bargaining

Neither party is obligated except as explicitly provided for in this Agreement to enter into any further collective bargaining over any subject during the term of this Agreement whether the subject is included or omitted from this Agreement and whether or not the need or desirability of the inclusion of such a matter in this Agreement is presently known or hereafter discovered. Both parties hereby unconditionally waive any further bargaining to be applicable during the term of this Agreement.

However, during the period of this Agreement (July 1, 2014 through June 30, 2017), either the College or the Association may request a convening of FAMAT or its successor process for collective bargaining at the College, for the purpose of discussing the need to review, reopen or possibly revise this agreement. Based upon a unanimous vote in FAMAT, a recommendation to the Association and to the College will be made. Such recommendation may include, but is not limited to:

1. an interpretation of contract language;
2. a recommendation to reopen the contract in whole or in part;
3. the development of a memorandum of understanding;

4. to continue to operate under the existing agreement; or
5. such other recommendation that both parties through a FAMAT consensus would recommend.

Notwithstanding the above, the RCCEA as the collective bargaining representative of the members of the bargaining unit at Rogue Community College may at any time enter into such memorandum of understanding or other contract interpretation with the College as they may deem to be appropriate.

D. Savings Clause

If any section, subsection, sentence, or clause of this Agreement shall be held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Agreement.

E. Renewal and Negotiations for Successor Agreement

1. This agreement shall be in full force and effect from July 1, 2014, to and including June 30, 2017, and shall be extended for three years thereafter unless either or both parties inform the other of intention to modify the agreement. Notification shall be in writing to the other by June 30 of each three-year interval thereafter, and shall state sections of the contract proposed for review and modification.
2. No later than October 1, 2016, and each three years thereafter in which either party announces its intention to modify the agreement, the parties agree to begin negotiations in good faith over stated issues and to conclude such negotiations by May 1 of the following year.
3. Notwithstanding the provisions of paragraphs (1) and (2) stated above and any other provision of this agreement inconsistent herewith, the parties agree the following provisions shall not be reopened or modified and shall not expire unless both the District and the Association agree in writing to do so:
 - a. In salary computations the parties shall maintain the principle that the faculty salary schedule shall correspond to the average of faculty earnings at Oregon community Colleges (see Appendix A).
 - b. Benefits for faculty at Rogue will be at a level comparable to those of faculty at Oregon community Colleges (see Appendix A).

- c. The employee portion of PERS contributions (currently set at 6 percent) will be paid by members through payroll deduction.
4. Upon ratification of this agreement and no later than October 1, 2016, the parties agree to begin collective negotiations within the FAMAT process (see Appendix F) to negotiate a successor agreement. The parties will work to conclude such negotiations no later than May 1, 2017.

F. Definitions and Interpretations

As used throughout this Agreement, the following words shall be deemed to have the following definitions and the following rules shall be utilized in the interpretation of this Agreement:

1. Neither the terms nor operation of this Agreement shall require either party to commit any unlawful act or indulge or promulgate any unlawful practice.
2. No modification of this Agreement shall be valid unless reduced to writing and signed by both parties.
3. All pronouns shall include both male and female persons.
4. The term "member" shall refer to all employees in the unit.
5. The terms "instructor" or "teacher" shall refer to faculty employees included within the bargaining unit as defined in Article 1.B hereinabove.
6. All contractual items apply to all members, except when an item expressly referencing "Professional" members effectively adds, modifies, or deletes a provision, or when an item expressly references "faculty."
7. The term "department chair" shall refer to a unit member who typically performs, among others, the following duties: acts as liaison between community and educational programs; provides input into recruitment, selection, and evaluation of departmental faculty and staff; coordinates departmental activities; assists in budget preparation; conducts advisory committee meetings; and prepares initial class schedule.
8. The term "program coordinator" shall refer to a unit member who works in and coordinates a single program, typically at more than one site, and reports to a Dean, director or department chair. The program coordinator supports the Dean, director or department chair in carrying out, among others, the following duties: liaison between community and educational programs; recruitment, selection, and evaluation of program faculty and

staff; coordination of program activities; budget preparation; facilitation of program meetings; and preparation of initial class or staff schedules.

9. The term “instructional lead” shall refer to a unit member who teaches and assists with site coordination activities at one location, typically off-campus, and who reports to a Dean, director or department chair. The instructional lead supports the Dean, director or department chair in carrying out, among others, the following duties: liaison between community and educational programs; recruitment, selection, and evaluation of program faculty and staff; coordination of program activities; budget preparation; facilitation of program meetings; and preparation of initial class schedule.
10. The term "full-time member" shall refer to those members of the bargaining unit who are employed more than sixty percent (60%) of a full-time workload as defined in Article 13.A.3.
11. The term “Fixed-Term Faculty” shall refer to those members of the bargaining unit who are temporary, full-time members employed more than sixty percent (60%) of an annual workload during qualifying terms (generally renewable only once; see Article 10, Section A.2.).
12. The term “Benefits-Eligible Adjunct Faculty” shall refer to those members of the bargaining unit who work fifty percent (50%) to sixty percent (60%) annual average of a full-time workload three (3) or more consecutive qualifying terms and who have five (5) years of employment with a cumulative total of nine hundred (900) percent unit-eligible or twenty-four (24) qualifying terms at any workload.
13. Summer term UE percentage will be applied to the determination of benefits-eligible adjunct status for summers prior to 2001. UE percentage earned in summer term 2001 (start date June 26, 2000) or later will not be included in determining eligibility. (See Article 13.B for workload limits.).
14. Adjunct faculty members work more than 20% and less than 60% of a full-time equivalent workload, or who are projected to work more than an average of 20% and less than 60% of a full-time equivalent workload in any three consecutive qualifying terms. Refer to Article 13.B.
15. The term “Full-Time Professional” refers to any Professional employed in a job budgeted for 90-100% per fiscal year.
16. “FAMAT” is a group comprised of members from Rogue Community College and the Rogue Community College Education Association convened to provide a method that promotes resolution of issues and an

orderly process of collective bargaining. That Agreement is attached as Appendix F.

17. The term “Grant/Contract Status” refers to the status of a unit member with a hire date after July 1, 2001, if the position is funded at forty percent (40%) or more from a source outside the general fund, generally a contract or grant (examples include JOBS, Perkins, TRiO, etc.). See Article 10.F.
18. “Qualifying terms” shall refer to those academic quarters (fall, winter, spring) that count for benefit/tuition waiver qualification, benefits-eligible adjunct status, and salary increments for adjunct faculty. The use of “qualifying term” does not exclude adjunct faculty from the bargaining unit or the enjoyment of rights and privileges otherwise provided for in the collective bargaining agreement during non-unit eligible terms.
19. “Unit eligibility” is defined as meeting the criteria in Article 1.B “Recognition and Unit Eligibility Definition”.
20. “Academic year” is the July to June calendar, including summer, fall, winter, and spring quarters and inter-sessions.
21. The term “non-contract days” refers to days Professional employees are not paid for and do not work during the contract year.
22. The term “Substitute” is any assignment expected to be less than one term in duration in which a faculty member is taking the place of the original instructor who becomes unavailable to teach the class.

G. Joint Statement of Association and District Intent

It is the intent of the College to offer short-term, targeted, and other forms of contract training utilizing non-traditional delivery systems when warranted. Program design, curriculum revisions, and course offerings may differ from existing approved programs and/or may include existing courses and curricula. Unit members may be asked to participate in such training efforts, either on an overload basis or as part of an adjunct load. It is further the intent of the College not to: (1) supplant; (2) compete with, or; (3) detract from existing programs through such training efforts. Instead, such training efforts will supplement and complement the existing curriculum and thereby create opportunities for full and adjunct faculty. FAMAT may be convened by the Association or the College to discuss the implementation of this statement of intent at any time.

Pursuant to the intent stated herein, the College will provide to the Association a regular review of such training activity occurring outside the scope of the unit definition clause of this collective bargaining agreement. In January and again in July of each year, or at a time determined by mutual agreement, the Human Resources Department will review with the Association president any and all issues regarding training contracts and their associated staffing that have taken place in the previous six months. To the extent that review indicates activity not consistent with the intent stated herein, the Association president will ask FAMAT to develop a recommendation regarding such activity for review by the College president and the Association. The recommendation would be designed to maintain the intent as stated herein, and to continue training and instructional programs as requested by the community.

H. No-Strike Agreement

The Association agrees that there will be no strike (which shall include any strike action, work stoppage, work slowdown, boycott, failure to report for duty, picketing, willful absence from work, or absence in whole or in part from the full, faithful, or proper performance of duty, or other concerted action), engaged in, authorized by, or approved by the Association or its members during the term of this Agreement.

In the event of a strike that occurs or continues without the authorization or approval of the Association, the Association must use every effort to immediately terminate any such strike. Failure to make every effort to terminate such a strike shall constitute approval of the strike by the Association.

I. Duration

The term of this agreement shall be July 1, 2014, through June 30, 2017, pursuant to Article 2.E.1.

ARTICLE 3 - MANAGEMENT RIGHTS

Except only as expressly provided otherwise in this Agreement, the Board retains the exclusive governing authority of the College whether conferred or held by law, custom or practice, including without limitation but by way of illustration, the right and prerogative in the Board's sole discretion:

- A. To determine class size;
- B. To hire additional employees, whether full-time, adjunct, or supplemental, and initially place any new employees at a salary level determined by this bargaining agreement;
- C. To establish and promulgate the College calendar;
- D. To institute, abolish, or reorganize any department, division, operation, program, course, or class of the College;
- E. To hire, suspend, discharge, promote, demote, refuse to renew, transfer, and discipline employees;
- F. To direct instructors in their duties;
- G. To lay off employees at any time for financial or other bona fide management reasons sufficient to the College;
- H. To evaluate the efficiency, competency, and adequacy of all employees in the performance of their work and to hold employees accountable for the same;
- I. To authorize temporary work or adjunct instruction not connected to the regular operation of the College to be performed by any outside person, firm, or corporation as selected by the Board;
- J. To establish programs and courses of instruction and to provide for curricular, co-curricular and extra-curricular, and community service programs;
- K. To determine class sizes, non-classroom assignments, the hours of instruction, lead hours, contact hours, and the duties, responsibilities, and assignments of employees;
- L. To enforce, establish, repeal, or modify Board policy and College regulations, except those which would conflict with the express terms of this Agreement;
- M. To delegate authority through administrative channels; to maintain effective management and administrative control of the College properties and facilities;

- N. To determine the location of schools, course offerings, and other facilities of the College;
- O. To determine the financial policies, general accounting procedures, supply and equipment, inventory procedures, and public relations;
- P. To create, combine, modify, or eliminate any employment positions; and,
- Q. To contract or subcontract any work.

The exercise by the Board of any of the foregoing management prerogatives not specifically restricted by this Agreement, is neither subject to the grievance procedure provided herein nor to collective bargaining during the terms of the Agreement.

ARTICLE 4 - ASSOCIATION RIGHTS

The Association shall have the right to do the following:

A. Use of College Facilities

To use the College facilities for meetings, without charge, provided that such shall not interfere with or interrupt normal College operations, nor cause increased operational cost to the College; arrangement for such use shall be made in accordance with established procedures, and if such use of the facilities involves increased maintenance cost, shall be paid by the Association.

B. Business on Campus

To transact official Association business on the College campus provided that such business shall not interfere with or interrupt a member's duties. A one-hour Association meeting time during the lunch hour or each regularly scheduled inservice day will be scheduled and announced in advance.

C. College Equipment

To use College equipment, including but not limited to computers, copiers, calculators, and audio-visual equipment, without cost, when such equipment is not otherwise in use for instructional purposes; provided no additional cost to the College shall be incurred by reason of such use. The Association shall be responsible for damages to the machinery occurring while in the Association's custody. The Association will provide its own paper and other materials. A charge of \$.05 per copy page shall be charged and paid by the Association for use of a College copy machine.

D. Bulletin Boards

To use faculty bulletin boards for posting notices of its activities and job openings.

E. Communication

To reasonable use of other channels of communication on campus.

F. Meeting Notices

To publish meeting notices through the most common RCC communication avenues to include various forms of digital medium or print materials (RCC website, RCC email system, leaflets, etc.)

G. Mailboxes

To reasonable use of faculty mailboxes, e-mail, and the College's website for communication to faculty members in accordance with the College electronic communications policy.

H. Board Meeting Agenda and Minutes

To be furnished with a copy of the agenda and minutes of all College Board meetings at the same time and in the same form as such agendas and minutes are furnished to Board members save and except material relating to executive sessions.

I. Association Report

To have regular provision made in the Board meeting agenda for a report from the Association.

J. Association Proposal on Board Agenda

To place upon the Board's agenda an item of new business provided it communicates the text of the item of new business to the President's Office no later than Wednesday noon prior to the Board meeting.

K. Study Materials

To receive a copy of study materials and monthly financial statements that are distributed to Board members prior to Board meetings except such study materials as are pertinent to matters that could be considered by the Board in executive session.

L. List of Unit Members

To receive, no later than October 15 of each school year, a list of the names and current addresses of all full-time members whose jobs fall within the bargaining unit as defined in the Recognition-Unit Definition Clause of this agreement. Thereafter, within two (2) weeks after the commencement of winter and spring terms to receive information as to additions to or deletions of personnel within the unit. The College will provide by the end of the sixth week of each term, a list of adjunct unit members according to the unit definition statement of Article 2.

M. Budget Formulation Participation

To call meetings with the budget officer for informational purposes at mutually agreeable times. Up to two (2) representatives of the Association may attend such meetings.

N. Notice of New and Vacant Positions

To receive notice from the Administration when, within the unit, new positions become available, or present positions will probably become vacant; such notice shall be given the Association thirty (30) days prior to the deadline for applications. The notification to the Association shall explain the basic qualifications, job description, and salary of the new or vacant position.

The Administration and the Association president or the designated alternate, may mutually agree to a shorter deadline for the filing of applications.

O. Budget Proposals

To submit to the budget officer prior to the finalization of the proposed budget, the Association's recommendation on budget appropriations for programs and priorities; such recommendations shall also be circulated with the finalized budget to the Board. The Association shall not, in its budget recommendations, refer to salary levels, fringe benefits, or other bargainable matters. This procedure shall be followed before any public presentation is made of the Association's position.

P. Interview of Prospective New Instructors

Before new faculty in a department are hired, the existing instructors in that department shall have an opportunity to interview the applicant and make recommendations to the Dean.

Q. Administrative Personnel Selection Committee

A committee, including unit members, shall be utilized to advise the President in the selection of new administrative personnel who will supervise unit members and may be utilized in the selection of other administrators where the President determines it to be appropriate.

R. Association Paid Leave

The Board will grant the Association President or his/her designee, five (5) personal days paid leave during the school year for Association business. It is understood that the member will arrange to reschedule or to have covered, classes or activities while using Association leave.

S. Association Activities Leave

1. There is hereby granted to the Association a total of eight (8) personal days of unpaid leave, with such unpaid leave to be used by members designated by the Association as delegated to conferences or functions of the Association or its affiliate. No more than four (4) personal days of such leave may be used by any one (1) person.
2. The names of the persons authorized to utilize such leave and the dates on which such persons will be absent upon such leave shall be communicated in writing to the College no less than ten (10) days prior to the days on which leave is to be taken.

T. Release Time for Association President

The President of the Association will receive release time of 4 to 5 ILU's per year for activities requested by the College President.

The elected President of the RCCEA will perform duties on behalf of the faculty at Rogue Community College for the equivalent of 4 to 5 ILU's per year for each year covered by the collective bargaining agreement in effect July 1, 2014, through June 30, 2017.

ARTICLE 5 - EMPLOYEE RIGHTS

A. Instructional Rights

1. Academic Freedom

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of education, and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Therefore,

- a. An instructor is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his other academic duties. It is recognized that Rogue Community College, working within the framework of the Oregon Legislative Directive for Community Colleges, is not designed as a research institution; and,
- b. An instructor is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching, controversial matter which has no relation to the subject of the course.

2. Initial Textbook Selection

- a. Adjunct instructors, with the agreement of the Department Chair, may select the textbooks and other required instructional or informational materials used within his/her course. The Department Chair will make the selection after consulting as fully as possible with the Dean and other members of the department, in the event of disagreements over such selections.
- b. Full-time instructors may select the appropriate textbooks, library books, and other instructional or informational materials for his/her subject area of concern.

3. Grading

The instructor shall maintain the first right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without the consultation of the instructor.

4. Required Appearances

Whenever any faculty member is required by the Employer to appear before the President, Vice-President, Board, or any committee or member thereof in a meeting concerning any matter which could directly and adversely affect the continuation of that employee in his/her position or the salary pertaining thereto, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview.

Routine interaction and evaluation meetings between a College administrator and a member of the faculty are not precluded by the above section.

B. Benefits-Eligible Adjunct Faculty

1. A benefits-eligible adjunct faculty member who applies for and meets the minimum qualifications of a full-time faculty position shall be granted an interview by the screening committee for that position.
2. In the event that a benefits-eligible adjunct faculty member is not to be offered a contract or is to be offered a contract reduced by ten (10) percent or more for the next regular academic year, the following due process shall be observed:
 - a. The member shall receive written notice from his/her respective Dean 30 days prior to the beginning of a term in which he/she will not be employed, or in the case of benefits-eligible adjunct, will be offered a reduced contract, indicating:
 - (1) that a new contract will not be offered or that a reduced contract will be offered
 - (2) the reason(s) for this decision as recommended by the Department Chair and specified by the Dean
 - (3) the process of appeal described below.
 - b. A benefits-eligible adjunct faculty member may appeal the decision of the Dean not to offer a new contract or the decision to offer a reduced contract by filing an appeal within 15 working days of the postmark of the notice with the Office of the President. The President will review the decision, meet with the faculty member,

and reach a decision within 15 working days of the receipt of a request for review. The decision of the President shall be final.

- c. In the event a class scheduled to be taught by a benefits-eligible adjunct instructor is cancelled due to low enrollment, while there is no guarantee of a qualifying workload, the Department Chair and Dean will attempt to augment the current or subsequent term's workload for that benefits-eligible adjunct instructor in order to provide an annual average workload that is sufficient to maintain benefits-eligible adjunct status. No adjunct or benefits-eligible adjunct faculty member with a signed contract shall be displaced by such adjustment.
3. In the event adjunct faculty are to be displaced due to reduction in force or by the reassignment of a full-time faculty member, giving due consideration to experience and qualifications, such displacement shall be carried out in the following order: 1) fixed-term faculty, 2) adjunct faculty and 3) benefits-eligible adjunct faculty. Under such circumstances, the thirty-day (30) notification requirement in 2.a. above is waived.
4. Should a faculty member who has achieved either benefits-eligible adjunct faculty status, following an absence of no more than three years from College service be rehired in an adjunct faculty position, he/she will be restored to the step on the adjunct faculty schedule and benefits-eligible adjunct status achieved prior to leaving employment at the College.

C. Personal Rights and Duties

1. The instructor shall have all of the rights of any citizen, a member of a learned profession, and an employee of an educational institution. When an instructor speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. When speaking or writing as a citizen, the instructor must make every effort to indicate he/she is speaking or writing personally only and not as a spokesperson for the College.
2. The personal life of an instructor is not an appropriate concern of the Board, unless there is interference with his/her regular College duties.
3. No full-time faculty member of the College shall engage in outside employment which interferes with his regular College duties. Prior to acceptance of employment involving substantial time, the individual concerned shall obtain the approval of the President, but such approval

shall not be arbitrarily withheld and shall be given or withheld in a timely manner.

D. Workspace and Access to Communication

The College will provide access to appropriate workspace, internet, e-mail and College intranet for full-time faculty at the workplace. The College will, to the fullest extent possible, provide shared access to appropriate workspace, internet, e-mail and College intranet for adjunct faculty at the workplace.

ARTICLE 6 – DISTANCE EDUCATION AND INTELLECTUAL PROPERTY

A. Faculty Participation

It is not the intent of the College to displace existing faculty by participating in distance education. As the College develops and implements new technology for the delivery of Instructional services and support, reasonable efforts will be made to retain the traditional teacher/student interactive classroom relationship. The College will provide faculty with opportunities for professional growth, re-training, and re-assignment in the event traditional faculty positions are displaced by adoption of such new technologies. In the event it is necessary to make a reassignment of faculty as a result of participation in distance learning there will be no reduction in salary or any other benefits of this contract.

Faculty participation in the development of distance learning-based curriculum and service is voluntary. Distance learning includes, but is not limited to, Telecourses, Teleclasses, Internet Courses/Web Based Courses, TeleWeb Courses, Telecourses or TeleWeb Courses (locally produced), Telecounseling and Teleadvising. The College shall make every effort to find faculty volunteers to provide distance learning courses. If volunteers are not found, the College may assign faculty to distance learning opportunities to meet course load, curriculum or program needs. The assignment shall be made by the appropriate Dean according to qualifications, seniority and the recommendation of the department members. No more than one non-volunteer assignment per year shall be made for any non-volunteer faculty member to a distance-learning course. The department faculty, in collaboration with the appropriate Dean, will determine use, development and assignment of distance education and traditional courses and services to meet the needs of the students, department and College.

With voluntary distance learning course and service assignments, the author of the program/curriculum service shall have first right of refusal to teach the course or provide the service.

B. Definitions

1. The term “Distance Learning” shall refer to a formal educational process in which the majority of the instruction occurs when the student and instructor are not in the same place. Instruction may be synchronous or asynchronous. Distance education may employ correspondence study, audio, video, or computer technologies.
2. The term “Internet Course/Web Based Course” shall refer to an implementation of distance learning in which the primary mode of instruction and interaction is conducted on the Internet.

3. The term “Teleclass” shall refer to an implementation of distance learning in which live class sessions are distributed through telecommunications technologies in real-time to students who are at a place different from that of the instructor.
4. The term “Telecourse” shall refer to an implementation of distance learning that combines commercially produced written materials and audio/video materials (via cassette or other audio/video distribution systems) with instructor oversight through additional orientation, presentation, class discussion, individual consultation, course homepage, and evaluation.
5. The term “TeleWeb Course” shall refer to an implementation of distance learning that combines commercially produced written materials and audio/video materials (via cassette or other audio/video distribution systems) with Internet-based materials with instructor oversight through additional orientation, presentation, class discussion, individual consultation, course homepage, and evaluation.
6. The term “Telecourse or TeleWeb Course (locally produced)” shall refer to components of a Telecourse or TeleWeb course that are produced using local College faculty, staff, and facilities.
7. The term “Web Enhanced Course” shall refer to a traditional course enhanced by computer-based resources provided via the Internet, with regularly scheduled class meetings, study sessions, office hours and study aids.

C. Intellectual Property Rights

It is the philosophy of the College to create an environment that increases student access and encourages creativity. The College encourages the creative efforts of the faculty in the development and protection of intellectual property that serves the instructional mission of the College. This Article governs the respective rights of the College and Faculty relating to ownership and revenues derived from such rights in all curricular areas. Nothing herein shall be construed to change or alter the normal curriculum/program development and instruction/service responsibilities of the Faculty.

1. Definitions

- a. The term “Intellectual Property” shall mean any tangible thing or matter subject to protection under the laws of copyright, trademark patent, trade secret or similar laws, including all rights related

thereto, such as the rights of sale or exploitation and including all common law rights therein. These include, but are not limited to: inventions (including new and useful processes or any new and useful improvements), works of authorship, dramatic works, pictorial, graphic, and sculptural works, musical works, multimedia works, film, sound-recording, architectural works, industrial designs, domain names, trademarks, service marks, and trade names.

- b. The term “Materials” shall mean any tangible or electronic item (whether written or recorded) which contains or embodies material which is the subject of Intellectual Property Rights. These may include, for example, printed works, musical works, computer programs and multimedia products.
- c. The term “Significant Resource Support” shall mean the purchase of, or funding for, any equipment, materials, technical assistance, training, or other resources that are provided at the College’s expense specifically for the Faculty member’s use in the making of the intellectual work. For example, a significant portion of the design work is delegated to another internal or external provider, or substantial use of College facilities such as studios, equipment, production facilities, or specialized computing resources. Such resources would not normally be made available to all Faculty.
- d. The term “College Directed or Commissioned” shall mean separate agreement between the College and Faculty member that falls outside of issues covered by this contract.
- e. The term “Independent Work” shall mean intellectual property created or developed by a Faculty member without the use or support of any of the College’s resources.
- f. The term “Incidental Resource and Compensation” shall mean any resource or compensation provided by the College and involves use that is customary or usual within the Faculty member’s appointment and academic assignments.
- g. The term “Telecounseling” shall mean an implementation of distance delivery technologies utilizing audio/visual telecommunications in real time providing counseling services to students who are at a place different from that of the counselor.
- h. The term “Teleadvising” shall mean an implementation of distance delivery technologies that combines internet/programmed-based materials providing advising services with advisor oversight through telephone or e-mail communication.

2. Ownership of Intellectual Property:

With the exception of Independent and Professional Works, determination of ownership category shall be agreed upon between the faculty member and the College President or Designee before development begins. All

faculty shall have the right to have any contract reviewed by the association before approval. Ownership categories and their associated property rights are defined as:

- a. College Directed or Commissioned Works. Arrangements for compensation for efforts not covered by this agreement may be made, provided the College and faculty member have reached a mutual agreement. Unless otherwise mutually agreed by both parties, allocation of property rights shall be: College 100%, faculty 0%.
 - b. Works Supported with Significant Resources and Faculty Compensation. College provides significant resources and compensation to the faculty member for development. Compensation may be release time, overload pay, stipend or honorarium. No royalties paid to faculty member for internal use. Allocation of property rights shall be negotiated by the College and faculty member.
 - c. Works Supported with Significant Resources. College provides significant resources, but not Faculty compensation for development. No royalties paid to the faculty member for internal use. Allocation of property rights and royalties shall be negotiated by the College and faculty member.
 - d. Works Supported with Faculty Compensation. College provides Faculty compensation, but no significant resources, for development. No royalties paid to the faculty member for internal use. Allocation of property rights and royalties shall be negotiated by the College and faculty member.
 - e. Nominal Use Works: College provides neither significant resources nor Faculty compensation for development. College resources or compensation are incidental only. Allocation of property rights shall be: College 0%, faculty 100%. No royalties paid to the faculty member for internal use. Allocation of royalties shall be negotiated to compensate the College for nominal use of College resources. The College shall have the right to royalties only while the faculty member is employed by the College.
 - f. Independent Works. College provides no resources or faculty compensation for development. Allocation of property right and internal royalties shall be: College 0%, faculty 100%.
3. Modification of Intellectual Property Materials

Only the faculty developer shall modify Intellectual Property Materials prepared as “Nominal Use or Independent Works”.

The College shall have unlimited right to use and to modify Intellectual Materials that are “College Directed or Commissioned Works” unless otherwise agreed to between the College and the developer.

In the case of Intellectual Property Materials created or developed by faculty for educational purposes, and supported in part with either significant resources and/or faculty compensation, both parties shall have the right to use and to modify the Intellectual Property Materials, provided they inform one another.

4. Use of Intellectual Property Materials.
 - a. Internal Use. The College shall expect a faculty member to create materials for the record-keeping, evaluation of, and/or presentation to students in the faculty member’s service delivery (i.e., syllabi, assignments, and exams). In such cases the College shall have the right to expect the faculty member to use such materials in his/her classrooms without the College’s paying royalties. Intellectual property created for the fulfillment of the faculty member’s normal duties and responsibilities are presumed to belong to the faculty member, except as otherwise agreed upon in this Article. However, the College shall have access when appropriate to such properties for internal review or for review by external regulating and accrediting agencies.
 - b. External Use. The College has the right to enter into agreement with third parties for the sale, licensing or other use of Intellectual Property only for those materials defined in this Article as solely owned by the College. Properties owned jointly as defined in this agreement may be sold, licensed or used upon written agreement between the College and the faculty member.
 - c. Separation Use. Should a faculty member leave the employment of the College, such member shall have the right to use property developed, except College directed or commissioned works (unless otherwise agreed upon in the initial agreement), without paying royalties to the College at subsequent places of employment. Notwithstanding anything to the contrary, the College has the right to continue to use and to modify property developed without paying royalties to the developer, except when the property has been developed as an Independent Work by the faculty member.

D. Development of Intellectual Property

1. Before development of intellectual property occurs in which the College has a participatory role the faculty member and the College shall develop a written contract of the services and/or compensation to be given by the College and the product to be produced by the faculty member. The contract shall include but not be limited to:
 - a. The compensation, if any, given to the faculty member by the College.
 - b. The equipment and software, if any, that shall be provided by the College and/or any outside contractors.
 - c. The technical support, if any, provided by the College.
 - d. The amount and length of release time, if any, granted to the faculty member by the College.
 - e. The time agreed upon by the faculty member and College for completion of the project.
 - f. The ownership of the project for the award of royalties should the project be published or sold according to item B of this article.
 - g. The training that will be provided, if any, to the faculty member for the completion of the project.
 - h. The distribution of future royalties from possible sale of publication of the project, curriculum, or program.
2. Should the College or faculty member fail to meet the stipulations of the contract the contract violation shall be subject to grievance.
3. The contract shall be binding and no changes shall be made to the conditions of the contract unless agreed upon by both parties.
4. Should the Faculty member and College fail to reach an agreement before the project is started or completed the intellectual property rights and royalties shall be: College 50%, faculty 50%.
5. Only projects negotiated and started after July 1, 2000 shall adhere to the articles of this agreement.

6. The faculty member and appropriate Dean together shall determine if the faculty member will be formally evaluated during the first two terms in which the faculty member teaches the course.

ARTICLE 7 - DUES AND PAYROLL DEDUCTIONS

A. Dues and Payroll Deductions

Notwithstanding any other provision of this agreement inconsistent herewith, the parties agree the provisions in B and C below shall not be reopened or modified and shall not expire unless both the District and the Association agree in writing to do so.

B. Association Dues & Fair Share

Any member of the bargaining unit may sign and deliver personally, or through the Association President, an assignment authorizing deductions of membership dues to "Rogue Community College Education Association: OEA/NEA". This signed authorization constitutes being a full member of RCCEA/OEA/NEA. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided.

For members of the bargaining unit who are not full members of the Association, the College shall deduct a fair share fee equal to 100% of the dues of the Association (RCCEA/OEA/NEA) from the pay of each employee who is not a member of the Association, as a fair share fee to the Association for collective bargaining and contract administration. Any fair share member may file objections with the Association to obtain reimbursement for that portion of fair share dues in excess of permissible RCCEA/OEA/NEA expenditures as provided annually by OEA. Bargaining unit members new to the College who elect to be non-members of the Association shall be fair share fee-payers and have a prorated amount deducted by the College. This fair share agreement shall be construed to safeguard the rights of employees with religious objections under ORS 243.666.

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

The College shall make deductions as follows:

1. Full-Time Faculty Members

One-tenth (1/10) of such dues from the first regular salary check of the member each month for ten (10) months, beginning in September and ending in June of each year. Deductions for members who joined the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following June.

2. Adjunct Members

One-ninth (1/9) of such dues for three (3) months per term employed, including summer, to a maximum of nine (9) monthly deductions per academic year.

3 Professional Members

Annual dues will be prorated and deducted according to the number of months contracted for the year.

4. Deductions will be remitted to the Association monthly.

5. Any member may withdraw the said dues payroll deduction by writing a letter to the office of the Association and to the business office of the College and delivering same prior to the 15th day of October of any year. Once withdrawn, such payroll deduction may not be reinstated for the remainder of the school year.

C. Additional Payroll Deductions

Upon appropriate written instructions from a member, the District shall deduct from the salary of such member and make appropriate remittances for the following approved deductions: tax-sheltered annuities, United Fund, Credit Union, and such other deductions as shall be authorized by the District.

The District, upon appropriate authorization of a member, shall deduct from the salary of such member and make proper remittances for any other plans or programs jointly approved by the Association and the Board.

D. Salary Installment Election

1. Salary for full-time members with July – June contracts will be paid in 12 equal installments.
2. Salary for full-time members with less than a full-year contract or a fixed-term contract will be paid in equal installments over the months covered by the contract.
3. Full-time members with September – June contracts may elect to be paid in ten (10) (September – June) or twelve (12) (September – August) equal installments.

- a. Members must make an annual election prior to the start date of their contract by electing the ten (10) month or twelve (12) month option on their annual FT Faculty contract.
 - b. The annual election is irrevocable, and cannot be changed after the contract begins.
 - c. If the faculty member does not make an election by the first day of their annual contract, their annual contract will default to be paid over the ten (10) month period covered by the contract.
4. If contract revisions occur mid-year for a full-time member, remaining annual salary owed will be paid in equal installments covering the remainder of the elected contract payment period.
5. Payday will typically fall on the last working day of each month.
6. Adjunct members will be paid in equal installments as indicated on the Notification of Assignment form.

ARTICLE 8 – NONDISCRIMINATION

Neither the terms nor the operation of this Agreement shall in any way discriminate against any employee. Neither party hereto shall engage in any type or form of reprisal against the other by reason of the exercise of the rights, duties, or responsibilities conferred herein or reserved hereby.

ARTICLE 9 - ANNUAL REVIEW OF THE DELIVERY OF EDUCATIONAL SERVICES

- A. When and if revenues at the College increase beyond current sources and funding levels sufficiently to warrant new programs or program expansion, in consultation with the RCCEA and FAMAT, adopted budgets for full-time faculty positions will be increased sufficiently to at least maintain the ratio of budgets for full-time positions to the budgets (as adopted) for the following fiscal year for adjunct positions in effect at the College prior to the expansion.

- B. FAMAT will conduct an annual review (preferably in the winter term) of the relationship between full-time and adjunct delivery of educational services at the College. This review should include analysis of the relationship using a variety of quantitative and qualitative indicators. Appropriate recommendations should be made by FAMAT to the College based on this annual review. In reviewing the full-time and adjunct relationship, FAMAT should consider a variety of indicators, including but not limited to the following.
 - 1. The impact of the mix of full-time and adjunct faculty on the quality of the educational experience of students
 - 2. The impacts on the workload of full-time faculty, including the advising load, departmental activity, and class size.
 - 3. The critical and invaluable role of adjunct faculty in specialized fields. The requirements of accrediting agencies.
 - 4. Changes in class size and the resulting impact on FTE ratios that result from the vagaries of student enrollment patterns.
 - 5. The role of reassignment for full-time faculty that is needed in order to complete other assignments in support of their program and the College as a whole.
 - 6. The limits of the College budget in supporting positions, salaries and related costs.
 - 7. The ability of the College to respond to changing technology and the needs of business and industry.

ARTICLE 10 - STATUS OF EMPLOYEES

A. Hiring

1. The hiring of new personnel to occupy positions which are or would be within the unit is a prerogative of management. All members are probationary employees until the attainment of regular status, if applicable.
2. The College may offer fixed-term contracts to new personnel for the purpose of leave replacement, special projects, or other appropriate basis for establishing a full-time employment contract of limited duration. Normally such fixed-term contracts will not exceed one year in duration. The remaining provisions of Article 10 regarding notification, attainment of regular status, or non-renewal will thus apply to that member

B. Probationary Status and Attainment of Regular Status

1. The District may, in its discretion, expressly confer regular status on any full-time member at any time.
2. No probationary employee has a property interest in any claim to job tenure or expectation of continued employment.
3. Full-time faculty members of the unit shall be probationary employees when first hired. The probationary status shall continue until a faculty member has been employed full-time for three (3) consecutive contract years. Such full-time faculty member shall attain regular status if satisfactory evaluation is received. Under extreme circumstances, and with timely consultation with the Association, the College may extend the probationary period for any full-time faculty member for up to one year.
4. Fixed-term faculty members moving to a non-fixed-term position shall have the total number of such immediately adjacent fixed-terms carried forward into the status of the new position and added to the total number of terms.
5. If a faculty member is in the first year of a fixed-term position, an intensive evaluation may be done where appropriate, but it is not required. However, if the faculty member is hired into a fixed-term position for the next year, then an intensive evaluation is required. If the faculty member is hired into a non fixed-term position the third year, the faculty member will automatically assume third-year probationary status and continue in a second consecutive year of intensive evaluation. If no intensive

evaluation is completed prior to moving to a non fixed-term position, faculty members will assume first-year probationary status.

6. Professional members shall be probationary employees when first hired. Regular status will be attained after twelve (12) probationary months, if the prior evaluation was satisfactory. The College may extend the probationary period for any professional member for up to six (6) months. The Association shall be notified of any extension no less than 2 weeks prior to the completion of the original probation.
7. Grant/Contract employees may be intensively evaluated where appropriate.
8. Professional growth and course completion may be a part of an initial employment contract during the probationary period. Achievement of such professional growth goals shall be a condition of achieving regular status.
9. Professional growth funds will be made available to employees required to take classes under this Article.

C. Contract Renewal Procedure

1. Probationary Employment Status

Each probationary member shall be employed by the District only for the contract year specified in that member's individual employment contract.

2. Renewal

- a. If the District, in its discretion, chooses to renew a member to employment for the following contract year, the District shall notify the member in writing of such renewal no later than April 15 prior to the renewal year.
- b. Such notification shall specify, to the extent feasible, the number of contract days in the year for which renewal is offered; a general statement of the courses or duties, regular and extra, for which the member is to be responsible during such renewal year; whether the member's status is to be probationary or regular during such renewal year; and other such information as the District may deem proper in an offer of employment. The member's monetary benefits, direct and indirect, will be determined by the Collective Bargaining Agreement applicable to the renewal year. Failure by the District to give timely notification of renewal or termination to a member shall constitute a renewal of the member's employment for the ensuing year.

3. Acceptance

- a. Any member who has received written notice of renewal must indicate in writing no later than April 30 that the member accepts reelection for the following year upon the terms and provisions of the applicable Collective Bargaining Agreement. Such acceptance shall constitute a binding contract to return the following year. Failure to provide written acceptance by any member who has received written notice of renewal shall be deemed as the resignation of such member.
- b. All members who have been offered a full-time contract for employment shall have 30 days to return a signed contract to the Human Resources Department. Failure to return the signed contract within 30 days will constitute resignation.

D. Nonrenewal of Contract

1. Nonrenewal of Full-Time Probationary Member

The District may, for any cause it may deem in good faith sufficient, decline to renew the contract of any full-time probationary member, provided, however, that such member shall be entitled, upon written request, to a statement of the material reason for such nonrenewal and further, upon written request, shall be entitled to have the said material retained in the official personnel file. The substantive reasons or grounds for nonrenewal are not subject to the grievance procedure.

2. Termination for Cause (Dismissal)

a. Probationary Member

- (1) A probationary member shall be subject to dismissal for any of the grounds set forth hereafter as being grounds for the dismissal of a regular member (Section 3.b. below).
- (2) Such dismissal shall be effective no less than ten (10) days after delivery to such probationary member, or the Association, of a written statement of the cause for dismissal and a summary of the facts giving rise to such dismissal.
- (3) Such dismissed, probationary member shall be entitled to be paid through and including the effective date of the dismissal. The District may, in its discretion, suspend a

probationary member from duty until the effective date of dismissal but such suspension, if any, shall be only with pay.

A full-time probationary member shall, upon dismissal, be entitled, upon request, to an informal hearing before the Board or a committee thereof at a date to be set by the Board. Such dismissal shall not be subject to the grievance procedure.

b. Regular Member

A regular member shall be subject to dismissal for sufficient cause which shall include:

- (1) Inefficiency;
- (2) Insubordination;
- (3) Neglect of duty;
- (4) Physical or mental incapacity;
- (5) Conviction of a felony or of a crime involving moral turpitude;
- (6) Inadequate performance;
- (7) Failure to comply with such reasonable requirements as the District may prescribe to show normal improvement and evidence of professional training and growth;
- (8) Lack of continuing qualification to teach a course for which the State of Oregon has prescribed minimum instructional qualifications; and,
- (9) Fraud or deception in submitting reports or information required by this Agreement.

Except for termination for conviction of a felony or crime involving moral turpitude, a regular member, at the time of suspension from duty pending termination, shall be given a statement of the cause of the proposed dismissal and a summary of the facts giving rise thereto. This suspension shall become termination unless within five (5) working days thereafter, the suspended member shall file with the Office of the President, a Demand for Hearing. If such demand is timely filed, then the suspended regular member shall receive a due-process hearing before the Board of Education or a

committee thereof. The Board of Education may reverse or affirm the proposed dismissal or may modify the sanction imposed.

In the event the Board concludes the termination should be affirmed, such termination shall be deemed effective, as follows:

- (1) For dismissals set forth in subparagraph (1), (3), (4), (6), (7), and (8), the dismissal shall be effective as of the date of the due-process hearing.
- (2) For dismissals for the causes set forth in subparagraphs (2) and (9), the dismissal shall be effective as of the date of the suspension.

Conviction of a felony or a crime involving moral turpitude shall constitute grounds for dismissal without due process hearing, the conviction shall be deemed conclusive as to the cause or grounds for dismissal, and termination shall be effective as of the date of the conviction.

A Board decision affirming the dismissal of a regular member upon grounds other than conviction of a felony or crime involving moral turpitude, may be appealed to arbitration pursuant to the Grievance Procedure contained in Article 25. There shall be no suspension from duty without pay.

E. Adjunct Appointments

Adjunct members shall be appointed on a term-by-term basis. Benefits-eligible adjunct faculty shall be offered an annual contract prior to the start of fall term, unless notice has been given in accordance with Article 5.B.3.

F. Grant/Contract Status

1. A member whose program is funded by special, private, or public grants/contracts outside the College's general fund budget shall be considered to be on "grant/contract status." As such, the member is not eligible to attain "regular status" while employed under such programs. However, this shall not apply to a member who has attained regular status prior to accepting an assignment in a special grant/contract funded program. Such member shall retain his/her regular status.
2. Grant/contract status members shall have all the rights and obligations of a bargaining unit member except those limitations expressly imposed by the terms of this Agreement.

3. Members initially employed for grant/contract status positions shall be subject to the normal faculty recruitment and selection processes.
4. Grant/contract status members shall be given terminal employment contracts for not less than the completion of the fiscal year or for the duration of the grant/contract, whichever is less.
5. Grant/contract status members whose performance is satisfactory shall be offered reemployment in the same position, provided those job expectations have not changed, if the grant/contract program in which the member was employed is renewed for the ensuing year.
6. Time spent in grant/contract status shall not apply towards the attainment of regular status nor seniority if the member is subsequently employed, without interruption, in a general fund position in the bargaining unit. The member will have the option within the first twelve months of the probationary period to return to the prior grant/contract status position, if vacant and funded, as a grant/contract status member.

G. Achievement of Benefits-Eligible Adjunct Status

1. Summer term UE percentage will be applied to the determination of benefits-eligible adjunct status for summers prior to 2001. UE percentage earned in summer term 2001 (start date June 26, 2000) or later will not be included in determining eligibility.
2. An adjunct faculty member will become benefits-eligible adjunct at the end of the term in which the required 900% cumulative UE percentage is achieved, IF the previous three terms' UE percentage averaged 50% or more. An adjunct faculty member will remain benefits-eligible any time their consecutive three-term UE percentage (not including summer term) averages 50% or more.
3. Insurance eligibility, for those who opt for coverage, will commence on the first of the month following the end of the term when benefits-eligible adjunct status is achieved (excluding summer term, in which case coverage will commence on October 1). A preliminary list of those eligible will be established (and distributed to managers and Department Chairs) by the Human Resources Department in the third week of each term, and a final eligibility list will be published in the last week of each term (excluding summer term).
4. If the required 50% or greater UE percentage average is not achieved over the following three terms, or any consecutive three-term period (not

including summer), insurance coverage would end on the following June 30.

H. Full-Time Unit Member Retirees

A full-time unit member who retires (begins/receives benefits under PERS or OPSRP) may be employed, at the discretion of the College, in a position the retiree is qualified to fill.

1. Assignments for such employment will be for no more than 1039 hours per calendar year, or other limit as established by PERS or OPSRP, and must be within the workload limits specified in Article 13. Responsibility for tracking hours lies with the retiree; however, the College will provide hours worked at Rogue Community College upon the retiree's request.
2. The retiree will be paid through the adjunct faculty contracting system at the highest hourly rate for the type of assignment – lecture, lecture lab, skills lab, or block time.
3. Assignments must be within the adjunct faculty workload limits as specified in Article 13 of the current collective bargaining agreement, will be for no more than one term (or one year if benefits-eligible adjunct, pursuant to Article 10, Section E) and are renewable at the sole discretion of the College.
4. Except as specified in Article 23, Section H, "Retirement Plan" and except for pro-rated eligibility for professional growth funds, benefits earned as a full-time unit member do not carry forward to any post-retirement employment. This includes, but is not limited to, such benefits as: seniority, leaves, sick leave, insurance coverage, contract, bereavement or discretionary leave, family medical leave, hiring preference for summer term, and all other benefits applicable to full-time members of the unit.
5. Workload accumulated as a full-time unit member will apply to the establishment of benefits- eligible adjunct status. The conditions applicable to benefits- eligible adjunct faculty members will apply to retirees who qualify for benefits-eligible adjunct status.
6. Full-time retirees whose workload meets the requirements for benefits-eligible adjunct status, and who qualify as benefits eligible adjunct under #5 above, will be eligible for the benefits and rights as described in Article 10, Section G, Achievement of Benefits-Eligible Adjunct Status.

I. Adjunct Unit Member Retirees

An adjunct unit member who retires (begins/receives benefits under PERS or OPSRP) may be employed, at the discretion of the College in a position the retiree is qualified to fill.

1. Assignments for such employment will be for no more than 1039 hours per calendar year, or other limit as established by PERS or OPSRP, and must be within the workload limits specified in Article 13.
2. The retiree will be paid through the adjunct faculty contracting system, at the appropriate hourly rate for the type of assignment – lecture, lecture lab, skills lab, or block time, based on the number of terms employed at the College, including pre-and post-retirement employment.
3. Assignments must be within the adjunct faculty workload limits as specified in Article 13 of the current collective bargaining agreement, will be for no more than one term (or one year if benefits-eligible adjunct, pursuant to Article 10, Section E) and are renewable at the sole discretion of the College.
4. Eligibility for benefits-eligible adjunct status will be determined based on all pre-and post-retirement employment at RCC. However, sick leave earned as a benefits-eligible adjunct faculty member prior to retirement will not carry forward into post-retirement employment. If benefits-eligible adjunct status is achieved in post-retirement assignments, sick leave will begin to accrue according to the provisions for benefits-eligible adjunct sick leave in the current collective bargaining agreement.
5. Adjunct retirees will be eligible for pro-rated professional growth funding.

ARTICLE 11 - EMPLOYEE DISCIPLINE

- A. Faculty members who are involved in grievances, controversial issues and College governance processes will not be subject to retaliation, punishment or retribution of any kind for participation in such activities.
- B. Nothing in this article is intended to preclude:
 - 1. Use of discipline appropriate for any substantiated violation of College policy or the provisions of this agreement; or
 - 2. Non-renewal or termination for cause as described in Article 10; or
 - 3. Standard evaluation of performance as described in Article 16.
- C. No member of the bargaining unit will be reprimanded in writing, suspended or reduced in compensation without just cause.

ARTICLE 12 - WORK YEAR

A. Faculty Contract Year

The standard contract shall be one hundred seventy-six (176) days which shall include seven (7) in-service and preparation days. The number of contract days for 2014-2015 should be set based on the state average number of contract days, calculated using the same methodology (as described in Appendix A) as is used for calculating average salaries. The contract year shall commence in accord with the College calendar established by the Board. Unless specifically indicated at time of hire, members on one hundred seventy-six (176) day contracts shall not be required to report for fall term employment duties prior to Labor Day, except in the case of mutual agreement between the faculty member and the College for an early start date. Contracts will be issued no later than the first day the employee is to report to work.

B. Professional Contract Year

The standard contract runs July 1 through June 30.

Non-contract days may also include unpaid furlough days scheduled during a particular contract year for budgetary reasons.

1. Full-time Contracts (90-100%)

Full-time contracts will be based on 246 days per fiscal year for the period July 1 through June 30. Vacation days and holidays are included in the 246 days. Non-contract days are not included in the 246 contract days. Full-time contracts have been reduced by fifteen (15) non-contract days, from 261 days to 246 days; five (5) non-contract days are to be used during the closure in December and ten (10) non-contract days are to be used as determined by the College (typically scheduled during the Summer). At the discretion of the appropriate vice president and with approval by the College President, employees may request a contract for 90-99% of 246 days (i.e., 90% of 246 days = 222 days). The annual salary for less than 246 days will be pro-rated to the percent of the contract. The additional number of non-contract days will be determined by subtracting the total contract days from 246.

2. Reduced Contracts (50-89%)

Reduced contracts will be approved at the discretion of the appropriate Vice President and with approval by the College President. Upon approval, employees with reduced contracts (50-89%) will work the appropriate number of contract days based on the percent of full-time, (i.e., 75% of 246 days = 185 days). The annual salary will be pro-rated to the percent of the contract.

Benefits may also be prorated as outlined in the contract. Vacation days and holidays are included in the total number of contract days. The total number of non-contract days will be determined by subtracting the total contract days from 246.

C. Paid Holidays

1. The following holidays shall be contract days on which no work will be required but regular pay will continue: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Presidents Day, and Memorial Day.
2. The foregoing will be paid holidays only if they fall within a member's contract year.
3. For adjunct members, holiday pay will be paid only if the holiday falls on a regularly scheduled class meeting day.

ARTICLE 13 - WORKLOAD

A. Full-Time Faculty Workloads

1. The College and the Association agree that faculty members have a responsibility to maintain an annual workload that is fair and equitable, and that is based on the guidelines in this article. The basic annual contract workload shall be 300%. The assignment may exceed an average 100% in an individual term to create a full load but may not exceed an average of 100% per term. The minimum classroom load per quarter shall consist of 80% unless the faculty member and the Dean agree to a different minimum due to unusual circumstances or to provide reassignment time for other duties. The faculty member and the appropriate administrator will reach a mutual agreement concerning the specific duties that will comprise the balance of the 300% workload. No later than the last day of the current contract year, after consultation with the appropriate Department Chair, the appropriate Dean shall identify in writing, individual workloads with the objective of obtaining optimum, cost-effective levels of instruction and service.

When assigning work load percentages the totality of the member's workload will be considered in this review, including the number of students in all classes (or services) assigned to the member, curriculum development projects, departmental activities, and other elements of the member's overall contribution to the department, the College and to students. When unusual work load assignments are necessary for the benefit of the College or students, percent calculations and adjustment of percentages assigned shall be worked out and mutually agreed on by the faculty member, Department Chair, and Dean.

Full-time members may appeal to the Dean on perceived workload inequities based on the assigned annual workload or inequities that occur during the academic year. If unable to reach resolution, the member may appeal to an appeals committee appointed by the President of RCCEA and the College President. The committee will report its findings and recommend solutions to the College President. The College President will then announce his/her decision. The issue will be resolved by the committee and the College President within 30 days of notifying the appeals committee.

The Association could then appeal the decision of the College President to arbitration in accordance with Article 25, Section B of the Grievance Procedure.

2. It is the duty of a faculty member to strive to develop his/her professional capabilities to the highest possible degree. Faculty shall adhere to their daily schedules and strive to make no commitments which will preclude their being present in their assigned responsibilities and will communicate any changes in their daily schedule to the appropriate person. It is understood that these dual concerns, professional responsibility, and educating students are of equal importance, and that neither one can properly be understood to be subordinate to the other. The faculty member shares responsibility for the academic growth and excellence of the College. Faculty members fulfill this responsibility by participation in committee structures, by developing programs and curriculum, by advising students and the duties as identified in the faculty member's job description. They assure, furthermore, the academic quality of the institution and its curriculum and services through their own professional development to the extent allowed and provided for by the College and in their participation in the total educational program of the College as determined appropriate by the Dean and faculty member in relation to the faculty member's overall workload.

3. General Full-time Faculty Workload

All full-time faculty contracted for a 100% assignment shall be responsible to the College for 35 hours per week. The weekly work schedule for each faculty member will be assigned by the administrative supervisor after consultation with the faculty member and may include evening hours so as to provide evening services. Faculty workload will normally be five consecutive days. Any exceptions will be by mutual agreement between the Dean and individual faculty member. Where the administrative supervisor requires travel activities to multiple sites in one day, the time required to travel between sites will be considered in building load with travel reimbursed. The Dean and Department Chair will collaborate with the members of the department in making multiple site assignments, taking into consideration qualifications, seniority, and other personal and departmental issues.

Other professional duties included within the normal workweek for full-time members are advising (maximum 25 direct-contact advisees per classroom faculty member per term), committee assignments (including regular department meetings and the assignment of a maximum of two standing committees). Full-time members may be required to serve on screening committees and other short-term committees (disappearing task forces, etc.), and other duties as identified in the member's job description.

Full-time faculty contracted at greater than 60 and less than 100 percent will be assigned prorated duties.

a. Non-classroom Full-time Faculty Workload

In the event a faculty workweek exceeds 35 hours, an equal amount of time off may be granted by the appropriate administrative supervisor. Prep hours worked in excess above those granted for teaching prep shall not be counted toward the 35 hour work week.

When assigned teaching responsibilities as a part of their direct service workloads, non-classroom faculty will be given prep time commensurate to that given to classroom faculty.

b. Full-time Classroom Faculty Load

Full-time faculty classroom contact hours per term and their percent equivalents are defined in the following table:

Designation	Contact Hr/ Percent Value	% Equivalent / Hour
Lecture (1 contact hour)	15 hrs = 100%	1.000
Lecture/lab (1 contact hour)	20 hrs = 100%	0.750
Skills Lab (1 contact hour)	26 hrs = 100%	0.576
Block Time Activities (For Classroom and Non-classroom faculty assignments)	35 hrs – 100%	0.428

c. Each faculty member will work with his/her Dean to develop a fair and equitable workload assignment for each quarter. The assignment, whether the initial academic year assignment, or a revision of that assignment, shall include due consideration of, but not limited to, the following factors:

- (1) The number of students in each class taught in a given quarter and the total number of students taught per quarter. For the purposes of determining workload assignment, the normal number of students per class is assumed to be twelve (12) to fifty-five (55).
- (2) No more than 3 different lecture or 4 different lecture/lab preps, or combination thereof. In order for a member to

maintain a full load, the assignment of additional preps may be necessary. Prep hours over 3 lecture or 4 lecture/lab, or combination thereof, will be considered in load development. The total course loads shall be considered when assigning percentages and multiple prep compensation to faculty.

- (3) It is impossible to describe all potential faculty workload assignments in the agreement. The College and Association shall work together to create fair workloads as unique assignments arise; and apply these same standards to future similar workloads when appropriate.
- (4) Within a 100% load per term, no more than three writing courses (60-80% with a WR prefix or equivalent can be assigned.
- (5) When calculating load, only contact hours required or requested by the College will be included. Hours added at the faculty's discretion will not normally be counted in the workload calculation.
- (6) Overload may be assigned in a term. Overload assigned in a term shall result in an adjustment in the following term, except by mutual agreement between the College and the faculty member. Workload may not exceed 300% annually, except by mutual agreement between the College and the faculty member
- (7) CWE supervision and/or advising.
- (8) After consultation with the Department Chair and the instructor, the appropriate Dean may impose class enrollment limits based upon room size, availability of equipment or lab facilities, or such other instructional criteria that the Dean may find to be appropriate.

The involved faculty will be given the opportunity to make recommendations on departmental workload.

- (9) Any instructor who teaches an evening class which is scheduled to terminate after 9:00 p.m. in the evening, may arrange his/her schedule so that he/she need not be required to be on campus prior to 10:00 a.m. on the day following the evening class.

- d. If an individual workload program requires modification, a revised workload may be established in accordance with Article 13.A.3.b above. Full-time members will not be held accountable for classes with below-normal enrollment as defined in Article 13.A.3.c.1 that are allowed to continue based on curricular decisions made by the College. Full-time members may be assigned to a class scheduled to be taught by a part-time member in order to maintain a full workload, or the appropriate administrator and the instructor will, through mutual agreement and in collaboration with the Department Chair, determine whether a workload adjustment is needed. The totality of the member's workload will be considered in this review, including the number of students in all classes (or services) assigned to the member, curriculum development projects, departmental activities, and other elements of the member's overall contribution to the department, the College and to students. The College and the Association recognize that in cases of program development and new curriculum, low enrollment may be the norm for some time.

- e. A workload percentage adjustment for large class-size shall be made in accordance with the following table. This adjustment will be applied to all methods of instructional delivery including traditional classroom, telecourse and other forms of distance learning. For the purposes of this adjustment, the class enrollment count will be made at the end of the second week of the quarter.

Enrolled	% Equivalent per contact hour for lecture classes
12 – 55	1.00
56 – 79	1.33
80 – 99	1.66
100 – 124	2.00

In the event any single lecture class reaches 125 enrolled students, the instructor and the appropriate administrator will, through mutual agreement, determine an appropriate workload adjustment.

B. Adjunct Faculty Workloads

- 1. Adjunct faculty assigned a 60% or less course load may, with the approval of the Dean, work additional hours per week in documented, non-classroom special activities such as advising, curriculum development, etc., and will be paid at the block time rate. All Additional hours are

included in workload hours to determine benefits-eligible adjunct status unless specifically excluded as cited in item 2 below. Any additional hours of course load are not intended to be prep hours.

2. Work performed in the following capacities is not considered bargaining unit work, and is not to be included in the workload hours for adjunct faculty:
 - a) Community education classes (course number 0 to .999 or 9.000 to 9.999) or any non-credit classes.
 - b) K-12 dual-credit courses established jointly by the College and a school district.
 - c) Custom contracted training primarily targeted to a sponsoring firm, industry, or agency
3. During the academic year, with the exception of summer term, adjunct faculty workloads will not exceed the limits delineated in the following table.

Adjunct Faculty Limits Averaged per Term (Fall, Winter, Spring)			
Designation	Contact Hour Limits (average per term)	Additional Weekly Block Time Hour Limits	Descriptions and Examples
Lecture classes	9	Contact hours plus Block Time Hours not to exceed an average of 21 hrs per week per term	Most transfer/LDC classes; DE (Math, WR) seminars; art/theatre/music survey (Non Studio).
Lecture/Lab classes	12	Contact hours plus Block Time Hours not to exceed an average of 21 hrs per week per term	Most career/technical program classes; Manufacturing/ weld/ Mechanical Tech./ Diesel / Auto. Office Tech., etc.; Clinical Allied health; any irregular configurations (3/5, etc.); art/theatre/music studio; PE activity. Science lab, Medical Transcription.
All Skills classes / Coordinator / Block Time	21	Contact Hours plus Block Time Hours not to exceed an average of 21 hrs per week per term	ABE, AHSD, HSC, ESL or GED. Department coordinators and Instructional Leads; CWE coordination; Allied health skills lab; faculty tutors; counseling; library reference; Gallery; special projects, grant writing, curriculum development; research; Discovery programs outside scheduled classes.

4. Enrollment and Class Cancellation

- a. The College may cancel any class or assignment without prior notice and without pay (except where pay is indicated for initial sessions(s)).
- b. Instructors with verified official class enrollments on the last day of the second week of the term (or the equivalent in workshops and other non-traditional course schedules) of ten (10) students (12 in the summer) or more will receive full compensation according to Appendix B, if the College continues the class.
- c. Classes with enrollment below 10 students (12 in the summer term) will be paid at 100% if the College mandates that the class be continued.
- d. An independent study (Section 50/55) format, paid at \$100 per student, and payment for a adjunct faculty member acting as the instructor of record for a CWE student will be paid \$200/student.
- e. The appropriate Dean, in consultation with the Department Chair when feasible, will make decisions about cancellation, continuation,

compensation, and alternative arrangements as early as possible in the term, but no later than the last day of the second week of the term (or the equivalent in workshops and other non-traditional course schedules).

- f. In the event a class is cancelled or is reassigned to another member by the College seven calendar days or less prior to, during, or after the first class meeting, the member will be paid for a minimum of the actual amount of student contact that would have occurred the first week of class, or the actual amount of student contact hours met, whichever is greater, at his/her regular hourly rate of pay for the canceled or reassigned class. In the event that this cancelled or reassigned class is a duplicate section, no compensation beyond the actual amount of student contact hours met is required.
- g. It is the intent of the College and the Association that adjunct faculty be compensated for high-enrollment lecture classes at the same rate as was agreed to for workload adjustments for full-time faculty. In order to avoid complications of adjusted workload percentages for adjunct faculty, the College and the Association hereby agree that the schedule of additional compensation for high- enrollment lecture classes be applied to adjunct faculty hourly rates as follows:

<u>Enrolled</u>	<u>hourly rate adjustment for lecture classes</u>
Up to 55*	1.00
56-79	1.33
80-99	1.66
100-124	2.00

*See Article 13.b.2.

In the event a lecture class reaches 125 enrolled students or more, the instructor and appropriate administrator will, through mutual agreement, determine an appropriate course of action. Options include creating another section, further adjustment of the hourly rate, or other adjustment that the instructor and the administrator in good faith agree is appropriate.

- 5. Substitute assignments will not count towards an adjunct member's workload.
- 6. Instructors of writing classes with enrollments of 20 or more students will receive one additional hour of compensation for each week of the term at the block-time rate.
- 7. Meetings which adjunct faculty attend at a Department Chair or supervisor's request will be compensated at the meeting rate indicated by Appendix B. Such time will not be used when computing full-time equivalent workload. Travel time may also be reimbursed according to Article 13.C.2.

C. Professional Members

Professionals are considered FLSA exempt employees. As such, the expectation of these members is that their work time is not bound to a fixed schedule. The work schedule will be determined by the supervisor in consultation with the employee. If the department includes a faculty department chair and/or coordinator, they will also be consulted. The schedule may include evening and weekend hours.

D. Out-of-District Assignments

1. Members shall receive travel costs for all work-related, out-of-district travel according to College policy and procedures. Rates are subject to change based on IRS regulations; updates will come from Budget and Financial services when changes occur.

E. In-District Assignments

1. Full-time Faculty

If a full-time faculty member has a split assignment requiring travel between locations or is required to attend an activity away from their regular work site, mileage will be reimbursed according to IRS guidelines.

- a. If an assigned workday begins and ends at any single location within the district boundaries, no travel compensation will be paid.
- b. If the faculty member has a split assignment involving two or more sites on the same day, travel compensation will be paid according to IRS guidelines for any travel between sites required by the District.
- c. If a faculty member is expected to attend conferences, meetings, or other special events away from his or her assigned work site where travel is required and has been approved by the Department Chair or Dean, mileage will be paid according to IRS guidelines from the assigned work site to the site where the meeting or conference is held. The return trip will be paid on the basis of returning to the assigned work site or the employee's home, whichever distance is less. In such cases, the need to rely whenever possible on less expensive travel options, such as car rentals or carpooling, should be considered.

F. Adjunct Faculty

If an assigned workday begins and ends at any single location within the district boundaries, no travel compensation will be paid. If an adjunct faculty member is expected to attend meetings or other special events away from his or her assigned worksite and has been approved by the Department Chair or Dean, an additional fifteen (15) dollars will be paid for travel time compensation.

ARTICLE 14 - SUMMER SESSION

A. Employment Preference for Full-Time Faculty

The option of summer employment shall be offered to full-time members of the unit who are otherwise qualified to teach the class being offered or perform the function before others are employed. In the event that summer employment is, as herein provided, offered to unit members, it shall be offered to such members of the unit as are qualified to teach the class or perform the function and who were not employed in the previous summer term, and then in the order of their seniority at Rogue Community College. Any offer of summer employment to a unit member must be accepted within seven (7) days or be deemed declined (see Section D. below for summer session salary).

B. Other Full-Time Employees

The District may employ other full-time employees of the District who are not members of the unit to teach summer classes or perform summer services which the District, in its discretion, considers such non-member employees to be qualified to perform.

C. Workload

1. Full-time members working a full (80 percent/12 ILU's) workload of classes during summer session shall be responsible for no less than twenty-eight (28) duty hours per week, including direct contact hours, advising, program development, office hours, and committee work.
2. The minimum duty hours for which members working less than a full workload during summer session shall be responsible, shall be proportionately less than those required of a member working a full workload.
3. Summer load maximum may be increased to 100 percent with responsibility for no less than 35 hours per week with Dean's written advance approval when determined to be educationally sound.
4. Shortened or modified scheduling of classes will result in equal time requirements for instructors. Members teaching within a shortened or modified schedule shall still be responsible for duty hours as calculated in C.1, above. Full-time members not wanting to be responsible for these required hours may elect to be paid on the adjunct salary schedule contained in Appendix B.
5. Adjunct faculty workloads in the summer term shall not be subject to the workload limitations defined in Article 13.

D. Compensation

1. For full-time faculty, summer session will be compensated at the rate of the individual member's daily rate for the prior academic year, pro-rated to the actual load the faculty member carries.
2. Adjunct employees contracted for summer session shall be paid according to the schedule contained in Appendix B and the enrollment minimums specified in Article 13.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT

Members shall be eligible to apply for and be granted financial assistance for professional development consistent with that member's professional growth plan. The Faculty Professional Growth Committee shall establish each year the maximum amount that may be approved for each member. For 2014-15 the maximum amounts will be:

- Full-time faculty \$1,600;
- Benefits-eligible adjunct faculty \$850 (not pro-rated);
- Adjunct faculty up to \$650, pro-rated to their individual annual average UE workload percentage, as projected for the current year;;
- Professionals \$1,600, pro-rated for workload percentage.

A. Professional Growth Plan

The professional growth plan of each member shall be drafted by the member, discussed with the Dean, and finally approved by both parties. The approval procedure shall meet the requirements of the State Department of Education in regard to plans for professional growth.

B. Budget Appropriation

1. Professional Growth Plan

The College shall budget the sum of \$70,380.65 for 45 for full-time faculty professional growth funds and shall increase the appropriation each year thereafter by an amount equal to the annual increase in the U.S. CPI-U.

2. The College shall budget the sum of \$14,718.35 for 45 for adjunct faculty professional growth and shall increase the appropriation each year thereafter by an amount equal to the annual increase in the U.S. CPI-U.

3. The College shall budget the sum of \$<td> for 2014-15 for professionals and shall increase the appropriation each year thereafter by an amount equal to the annual increase in the U.S. CPI-U.

4. Individual members may, with appropriate approval, reserve the current year allocation and combine it with the following year's amount in support of significant professional growth activity. Such reserved funds will be considered to have been expended in calculating the carryover referred to in paragraph 4 below.

5. Unexpended funds in the faculty professional growth fund will be carried forward into the new fiscal year and will be considered part of that year's allocation.
6. On April 15 of each contract year any remaining funds in the separate accounts established in 1 and 2 above will be merged in order to support any additional approved funding requests.

C. Application

An application for financial assistance for professional development shall be presented in writing and shall describe in detail the proposed amount of funds requested and the proposed use thereof. The application shall also precisely specify how the allowance of the request shall increase the member's potential value to the College.

D. Professional Growth Fund Subcommittee of FAMAT

1. The Professional Growth Fund Committee is a subcommittee of FAMAT that recommends guidelines and procedures for approval by FAMAT.
2. The committee consists of three dues-paying faculty members, selected by the Association, and two managers selected by the College. The chair shall be a faculty member. All decisions shall be decided by majority vote. The chair shall vote only as tie-breaker.
3. The procedure for requesting professional growth is as follows:
 - a. The requesting member shall submit, as applicable, to their Department Chair and appropriate manager(s):
 - Professional development goals
 - Professional growth request form signed by their Department Chair
 - Travel authorization form
 - Additional documentation describing or relating to activity
 - b. The appropriate manager shall add their recommendation and comments, and then forward to the Professional Growth Fund chair.
 - c. The chair shall approve or reject the request, based on the guidelines and procedures approved by FAMAT as indicated in Article 15. D.3.a. Disposition of requests will be forwarded to the requesting member and the supervisor. Approved requests will be forwarded to the Budget and Financial Services office for processing.

4. The requesting member may appeal any rejected request to the Professional Growth Fund Committee. The decision of the Committee may be appealed to FAMAT for a final resolution.

E. Extended Professional Development Leave

The College may provide extended professional development leave for full-time faculty. Extended professional development leave will be subject to the following:

1. Application shall be subject to the procedure outlined in this Article, Section E, 3 and 4 with the additional requirement that applications be submitted at least six (6) months prior to the first day of the leave.
2. Granting of leave shall be contingent upon the College's ability to hire suitable replacement(s) at the adjunct faculty rate.
3. The member's direct compensation shall be continued during leave at fifty percent (50%) of the regular rate, while insurance benefits will be fully paid by the College as if the employee were not on leave.
4. A step increase based on satisfactory evaluation will be provided to those completing a leave of two terms or less. When the leave exceeds two (2) quarters in any academic year, the member, upon return, will be reinstated to his/her position, at the level he/she was placed at the beginning of the leave.
5. During the period of extended professional development leave, the member will neither accumulate additional seniority nor lose seniority previously attained.
6. In the event that professional development leave is applied for pursuant hereto and granted, the President may require that the applying member agree to return to the College, after the professional development program is over, if it requires absence from the College, for such period of time and under such circumstances as the President may determine. Normally, such return would include two (2) years of service to the College unless waived by the College.

F. Partial Professional Development Leave

Upon application by a regular member, the College may, at its sole discretion, approve for up to one (1) year, a partial professional development leave involving a workload assignment of less than seventy-five percent (75%) of full-time work with full-time salary and benefits prorated to the percentage of workload assignments.

G. Payment for Adjunct Members' Inservice Attendance

Adjunct members shall be eligible for payment of \$50 for each full day of participation in a regularly scheduled College-sponsored inservice. There are three inservice days scheduled each year.

H. Outside Employment Leave

1. The College may at its discretion approve leave to be used by full-time faculty and professionals for employment with another public or private employer. Such leave shall be subject to the following:
2. Application shall be subject to the procedure outlined in this article section E, 3, and 4, with the additional requirement that applications be submitted at least six (6) months prior to the first day of the leave.
3. Granting of such leave will be contingent upon the availability of suitable adjunct or other instructional replacement arrangements.
4. Compensation to the member shall be in part paid by the outside employer and in part by the College under terms established by mutual agreement between the College and the outside employer. While these terms may vary on a case-by-case basis, the total compensation to the member while employed by another public or private employer, will normally be no more or no less than their regular College salary. Insurance, retirement and other benefits will be fully paid by the College during the outside employment leave as if the employee were a regular staff member.
5. In the event the outside employment is terminated prior to the end of the approved leave:
 - a. The member may make arrangements for alternative outside employment.
 - b. The member may, at the discretion of the College, be restored to an appropriate assignment at the College.
 - c. The outside employment leave may be converted to an extended professional development leave as described in Article 14.E. The application procedure described therein will be modified as needed.

I. Management Internship Leave

For a period not to exceed two years, members may choose to accept an offer of a management position at the College as a "management intern." During the period of the internship, the member will neither accumulate additional seniority nor lose seniority previously attained. After leaving the internship position, the member will return to their former position and department at the placement on the salary schedule the member would have otherwise achieved. If the position no longer exists due to reduction in force or reorganization, the member will be returned to a position in the unit for which they are qualified, pursuant to the provisions of Article 17 – Reduction in Force.

ARTICLE 16 - EVALUATION

A. Faculty Evaluation

1. Each member shall participate in evaluation annually, with those annual evaluations culminating in an Intensive Evaluation on a regularly scheduled basis.
2. Both forms of evaluation shall be based on the member's job description and workload agreement, and shall be filed in the member's personnel file.
3. The purpose of the Annual Evaluation is:
 - a. To identify staff strengths and weaknesses;
 - b. To provide a basis for and assistance in accomplishing professional growth;
 - c. To assist the College in continuously improving programs; and
 - d. To provide a basis for recommendation regarding salary step advancement, retention, and non-retention.
4. The Intensive Evaluation of all faculty will be conducted according to the processes developed in consultation with FAMAT and the appropriate Vice President. Evaluation criteria for the various faculty roles (classroom teacher, tutor, counselor, librarian, etc.) will be based on the specific job description of the faculty member. Intensive evaluations may utilize any or all of the following: student questionnaires, the faculty member's professional growth plan, a review of course materials, input from a peer observation, a self-assessment, input from department chair or coordinator, a review by the appropriate Dean, and such other evaluation instruments as appropriate.
 - a. Intensive Evaluation Cycles for full-time faculty:
 - i. Probationary full-time faculty members will be intensively evaluated during each year of their probationary status.
 - ii. Regular full-time faculty members will be intensively evaluated once every five years.
 - iii. Fixed-term and grant/contract faculty members may be intensively evaluated where and/or when appropriate.

- b. Adjunct faculty members will be intensively evaluated on a scheduled basis. The adjunct faculty member shall be provided with a signed copy of the evaluation.
 - c. All faculty to be evaluated shall be notified by the appropriate Dean of a date for completion of their evaluation (generally within the academic year for full-time faculty and within the academic term for adjunct faculty.)
 - d. Faculty members must submit the evaluation materials they are responsible for by dates specified by the Dean, or the two parties can specify, in writing, a mutually agreeable date beyond the initial time frame. Failure to submit materials by the agreed upon date will be evidence of unsatisfactory performance in response to administrative requirements.
 - e. The evaluation will be completed by management by the date initially identified, or the two parties can specify, in writing, a mutually-agreeable completion date beyond the initial time frame. Until the intensive evaluation is completed, the presumption shall be that the faculty member's performance is satisfactory. Adjunct faculty whose evaluations are not completed within the identified time frame are not guaranteed nor precluded from employment in subsequent terms.
 - f. At the conclusion of the evaluation process, the member shall be provided with a signed copy of the Intensive Evaluation.
 - g. In the event an evaluation is not signed, the appropriate Dean will make a notation and file the evaluation in the personnel file.
5. The faculty member shall have the right to attach a written response to any of his/her evaluations

B. Professional Evaluation

1. Professional members shall be evaluated annually for the first three (3) years of employment. Evaluations will be conducted at least every third year following the initial three (3) years of employment.

2. Purpose/Process

The purpose of the Professional Employee Performance Evaluation is to demonstrate Rogue's commitment to organizational excellence and align performance with the College Mission. This process is designed to assist with improvement of individual performance, thereby increasing institutional

effectiveness. The process is intended to be formative and is designed to provide constructive, open communication between management, administrative, and professional employees and their supervisors. The performance evaluation recognizes achievements, establishes training needs, including suggested areas for improvement, and encourages professional development. To promote these beliefs and concepts across the institution, the College has adopted a performance assessment system. Typically employees will be evaluated annually the first three years of employment, and every third year following. Evaluation forms and other pertinent information can be accessed on the RCC Human Resources website.

C. Plan of Assistance

1. If the College determines that the performance of a faculty member could be improved through a directed, supportive process, the following procedure shall be followed to provide an opportunity for the faculty member to improve performance.

The College will provide notification to the faculty member regarding the areas of concern. The member shall have the right to Association representation at that meeting and shall be notified of that right prior to the meeting.

2. If the College determines that a Plan of Assistance is the appropriate approach, it will be developed fifteen (15) days from the date of the initial meeting. It will include areas for improvement and supporting rationale or evidence indicating need for improvement, and specific improvement activities to be completed and the expected outcomes of each. Outcomes will be measurable and include projected completion dates.
 - a. People involved in reaching those outcomes, i.e., mentors, will be identified where appropriate.
 - b. Identification will be made of person(s) responsible for monitoring plan progress.
 - c. College resources required to meet the outcomes will be documented.
 - d. Appropriate reassignment time given to faculty member to complete the activities will be identified where necessary with the expectation of the faculty member's commitment of personal time and effort.
 - e. Schedule of conferences with written progress reports will be provided.

3. Clear, written specifications of the implications or results will be provided should a faculty member not succeed in accomplishing the goals of the Plan of Assistance, up to and including termination.
4. Signatures of the faculty member, Association representative, and Dean will be executed to indicate acknowledgement to the terms of the Plan of Assistance.
 - a. A signed copy of the complete plan shall be provided to the member and to the Dean's working file, and shall not be placed in the member's personnel file unless the member fails to successfully complete the plan of assistance.
 - b. A summary of the successful Plan of Assistance including date, cause, anticipated outcomes and actual outcomes will be initialed by the faculty member and Dean and placed in the faculty member's personnel file.
 - c. Faculty members placed on a Plan of Assistance during one academic year may be required to complete an intensive evaluation during the following academic year.

ARTICLE 17 - REDUCTION IN FORCE/LAYOFFS

A. Definitions

1. Reduction in Force (RIF)

Reduction in force means a reduction in the total number of full-time unit members at the College (or the equivalent of one or more full positions in workload reductions) in layoff units as described in Appendix E, which is caused by declining student enrollment, program elimination, organizational or technological changes, elimination of classes due to declining student interest or enrollment, or a lack of financial resources.

2. Layoff Unit

A layoff unit is a recognized group of courses and/or activities by which members are grouped for purpose of this Article and which are set forth in Appendix D.

3. Layoff

Layoff is a specific situation in which the normal workload of full-time unit members is reduced (in whole or in part sufficiently to equate to 100% of a full-time workload) due solely to a reduction in force as described in Section A.1. above.

B. Consultation and Prior Notice

1. The College shall establish a process for consultation and discussion with faculty members selected by the College President prior to the development of any RIF plan. This consultative process will include discussion of the potential need for reductions, the types of budget reductions contemplated, revenue enhancements considered, and other considerations germane to the need for reduction in force. Such discussion shall be structured in a way that:

- a. provides appropriate data and other information used in the determination of the need for reductions,
- b. is open to constructive suggestions, and
- c. concludes with the development of recommendations of alternatives for the College to consider. Such recommendations

will be based on delineated criteria agreed to by the participants, the College strategic plan, and the faculty's interest in protecting full-time positions. The academic integrity of College programs and course offerings will be a primary consideration in the analysis of alternatives.

2. Whenever the College determines that a layoff may be necessary, but at least thirty (30) calendar days prior to its implementation, the College shall schedule a meeting with FAMAT to discuss possible alternative actions. The College shall provide to the Association President and FAMAT a written summary of the circumstances giving cause(s) for the layoff(s). The College shall schedule an additional meeting with FAMAT to discuss implementation procedures and develop appropriate recommendations.
3. If there is to be a reduction in force at the College involving layoff of full-time members (more than one or the equivalent of one or more in workload reductions), the College will, in consultation with the RCCEA and FAMAT, maintain the subsequent annual general fund budget for adjunct faculty positions at an amount no higher than the increase needed to provide for any negotiated adjunct salary increase.
4. Following the 30-day FAMAT review period, affected members shall be fully informed in writing by the College about the proposed layoffs and the extent of their rights. Members may submit alternative proposals to the appropriate Dean.
 - a. Members to be laid off as a result of organizational or technological changes shall be given notice one hundred eighty (180) calendar days prior to the time the layoff is to occur.
 - b. Members to be laid off as a result of declining enrollment or program elimination shall not be laid off until the end of the term in which the declining enrollment or program elimination occurs. In any event, the laid-off member shall be given no less than forty-five (45) calendar days prior notice.
 - c. Members to be laid off as a result of loss of financial resources, shall be given notice forty-five (45) calendar days prior to the time the layoff is to occur.

C. Transfers Caused by Reduction

1. Before laying off a member, the College will make a good faith effort, including review of experience and qualifications to teach in other departments, to provide the member a normal workload through transfer in

whole or in part to other layoff units for which the member is qualified. Qualifications for positions shall be no more than what would normally be required of new hires.

2. Should the original position held by the member be subsequently reinstated in whole or in part, the transferred member shall be given the opportunity to transfer back to his/her original position or remain where he/she is. (See Appendix D).
3. Transfers of employees to a new location shall not involve travel costs to the College.

D. Selection and Order of Layoff

1. The selection of members to be laid off pursuant to this article shall be made from among the members within the layoff unit(s). In order to protect full-time faculty positions, layoffs shall first include the elimination of adjunct positions to the fullest extent possible prior to the reduction of full-time faculty positions.
2. The order in which full-time members within the affected unit(s) are laid off shall take place as follows:
 - a. Probationary members
 - b. Regular members
3. The order of layoff within each category listed in subsection 2 above, except non-bargaining unit faculty members, shall be by inverse order of length of continuous service from the first employment date recorded in his/her first annual probationary contract (seniority as shown in Appendix D).
 - a. Full-time members who remain outside the bargaining unit for more than twenty-four (24) (not employed by the College) consecutive months shall relinquish all seniority rights and shall be terminated from the faculty bargaining unit.
 - b. A layoff for up to two (2) years with or without salary shall not be deemed an interruption of continuous service for the purpose of continued accumulation of seniority.
 - c. No member may earn more than three (3) terms of seniority during any fiscal year.

4. In the event a decision to lay off is to be made between two (2) members who are equal in seniority and who are equally qualified to teach the remaining courses, the decision of who shall be retained or given a full workload assignment shall be made on the basis of merit (e.g., evaluation of performance, potential for service in other areas). If not determinable by qualifications or merit, the final decision will be by lot.
5. Layoff of a unit member is not subject to the grievance procedure, but a regular member affected by a layoff may appeal the decision to arbitration as provided in Article 25.
6. Units recognized for the purpose of implementing reduction in force shall include courses and/or activities as described in Appendix D.
7. FAMAT, as part of its deliberations, may prepare a grid for each of the layoff units involved in the proposed layoff as described in Appendix E.
8. A grant/contract member whose position has been terminated or reduced due to discontinued or reduced funding shall:
 - a. Be reduced in force by inverse order of date of hire within the specific grant/contract program that has been reduced, provided the remaining members within that grant/contract funded program have the necessary qualifications to teach the remaining courses and/or perform the remaining duties; and,
 - b. For a one-year period following the reduction in force, be granted an interview by the screening committee for any full-time faculty position for which they apply and meet the minimum qualifications.

E. Recall

Members affected by reassignment, transfer, or layoff shall have recall rights within their listed layoff unit(s) for a period of thirty-six (36) months from the effective date of layoff.

1. Recall shall be made in inverse order of layoff, provided the member is qualified to perform the assignment(s) to which he/she is being recalled. Qualifications for positions shall be no more than what would normally be required for new hires.
2. Recall rights shall include less than full-time assignments within the layoff unit at adjunct rates of pay. Less than full-time workload assignment(s) shall not cause forfeiture of recall rights to a full-time position. Members

may accept a less than full-time workload assignment outside their layoff unit without being removed from the recall list.

3. Recall notice shall be mailed by certified letter to the last mailing address recorded with the College.
4. Members shall have the obligation to advise the Human Resources Department of address changes or changes in qualifications.
5. A recall notice must be answered within thirty (30) calendar days of certification. The response must be in writing by certified mail or delivered in person to the Human Resources Department.
6. Laid-off bargaining unit members who refuse a recall notice shall forfeit further recall rights.
7. Laid-off bargaining unit members shall be notified of all annually contracted full-time administrative and faculty job openings in other layoff units. Notification shall be sent by regular mail to the last mailing address recorded with the College.
8. Members laid off from the College who apply for such openings shall be considered in-house candidates for any annually contracted, full-time vacant position in the bargaining unit for which they qualify. Consideration as in-house candidate provides for an interview of that candidate along with any qualified outside applicants. However, if the screening committee and the appropriate Dean determine that the in-house candidate is equally or better qualified than all other candidates, both in-house and from outside, then the in-house candidate will be hired.
9. Laid-off members shall have the right, at their own expense, to continue for up to 18 months to participate at the group rate in employee medical, dental, vision, and life insurance, subject to the approval of the carrier(s).
10. Members laid off for more than thirty-six (36) continuous months from the effective date of layoff shall relinquish all recall rights and shall be terminated.

ARTICLE 18 - PAID LEAVES

The absence of an employee from work on any contract days pursuant to a paid leave provided in this Article shall be deemed an excused absence and no reduction in pay for such absence shall result. During such excused and paid absence, the accrual of the employee's fringe benefits shall continue.

A. Discretionary Leave

1. Upon application of any full-time member, the District may grant, in its discretion, paid leave under such terms and for such duration as the District shall specify. Such paid leave shall be taken for such purposes including in-service training, professional growth, and educational and professional meetings as the Board may, in its discretion, approve.
2. The member's application for such leave shall specify the purpose for which such leave is requested and the proposed duration thereof. Such application shall be filed with the President.
3. The Board or its designee, in its free discretion, may allow such leave, as applied for or as modified by the Board, or may refuse the same. The Board's decision is final and binding.

B. Contract Leave

1. Each full-time member shall be entitled to a total of three (3) days of paid contract leave during each contract year. Such contract leave shall not accumulate from year to year and shall be forfeited upon severance, nonrenewal, or termination of the member. Contract leave shall be taken in units of no less than one (1) day.
2. Extensions of time for contract leave are governed by the discretionary leave clause hereinabove appearing.
3. Contract leave shall be taken, if at all, only for the following causes:
 - a. Personal business that cannot otherwise be scheduled on the member's own time.
 - b. An unforeseen bona fide personal emergency created by circumstances beyond the employee's control.
 - c. Such cause or reason as the Board, in its free discretion, may approve.

- d. For the same reasons as bereavement leave as specified hereinafter.
4. A member electing to take contract leave must notify the College, in writing, as soon as possible prior to the leave, of the date and reason for the leave taken, but in no event any less than two (2) days in advance of the leave taken; provided, however, leave taken for personal emergency under b.(1) above shall, with an explanation of the emergency, be communicated in writing to the College as soon as reasonably possible before or after the leave taken.
5. The College may require reasonable documentation to be presented by the member pertinent to the cause of the leave, either before or after the leave is taken.

C. Bereavement Leave

1. Each full-time member shall be entitled to a total of three (3) days of paid bereavement leave. Such bereavement leave shall not accumulate from year to year and shall be forfeited upon severance, nonrenewal or termination of the member. Bereavement leave shall be taken in units of no less than one (1) day. Extensions of time for bereavement leave are governed by the "discretionary leave" clause hereinabove.
2. The yearly total of the bereavement leave may be taken for each non-simultaneous death.
3. If the funeral occurs more than 250 miles from the district, the member shall have, for attendance at such funeral, one (1) day of additional bereavement leave.
4. The College may require reasonable documentation to be presented by the member pertinent to the bereavement and other circumstances either before or after the leave is taken.

D. Legal Leave

Any member who is required to attend a court as a subpoenaed witness or a juror shall not suffer a deduction from salary because of such attendance. However, the member must daily report to duty promptly after being excused by the court from further attendance during the member's contract day. Any remuneration received as a witness or juror's fee shall be promptly endorsed to the College.

E. Sick Leave

1. Credit

- a. Each full-time faculty member shall be credited with seven (7) hours of sick leave for each calendar month the member is under contract or assignment, including summer session, as of the first day of that member's contract year.
- b. Each benefits-eligible adjunct member shall be credited with twelve (12) hours of sick leave for each term of assignment, including summer session, as of the first day of that member's term of assignment.
- c. Full-time (90-100%) professional employees will accrue 1 day (8 hours) of sick leave per full month of service, and will be credited at the beginning of the contract year with 12 days (96 hours) of sick leave annually (prorated for a partial year contract), at full pay. Sick leave for reduced contract and part-time (50-89%) professional contracts will be pro-rated to the appropriate percent of full-time.

2. Accumulation

There shall be unlimited accumulation of sick leave. For benefits-eligible adjunct faculty, sick leave is to be used for each hour of assignment time not worked.

3. Transfer In

Newly employed full-time faculty members may transfer to the College and be given credit for actual unused sick leave accumulated by the member at another College or school district within Oregon's Public Employees Retirement System with which the member was employed full-time for the year prior to being hired by the College as follows:

- a. Up to 140 hours for the first year employed by the College, then
- b. Up to 140 hours more when employed for a second consecutive year by the College.

4. Definition and Use

Sick leave shall be used only for the personal illness of the member or the critical illness or death of the member's father, mother, stepparent, son, daughter, brother, sister, spouse, domestic partner, or parent-in-law.

- a. The use of sick leave for any other purpose aside from the foregoing may be granted at the discretion of the appropriate Dean for the following purposes: Noncritical illness of the members of the immediate family of the said member as hereinabove specified; critical illness or death of friends or relatives not specified in this Section where a very close relationship has existed; or unusual conditions over which the member has no control.
- b. The term personal illness shall include such illness or off-the-job injury as shall render the member reasonably unable to suitably discharge the duties required by this contract. Such illness due to pregnancy of the member shall also qualify as a personal illness.

5. Notice

- a. A member shall, prior to taking sick leave, promptly notify the member's immediate supervisor. If advance notification is impossible, then prompt notification thereafter is imperative.
- b. Upon return from sick leave, an employee will complete a sick leave report and, on demand, may be required to acquire and deliver a written report from the treating physician.

6. Credit Toward Retirement

Pursuant to ORS 237.153, the Employer has heretofore elected to request that the monetary value of one-half (1/2) of the accumulated sick leave of any retiring employee of the District be added to the gross amount of salary used in determining that faculty member's final average salary for the purpose of establishing retirement benefits. The Employer agrees not to revoke such decision as heretofore made during the term of this Agreement.

7. End of employment

Sick leave is not compensable upon resignation, termination, or retirement.

F. Vacation for Professionals

1. Vacation Credit

Vacation is accrued at the rate of 14 hours per full month of service for 90-100% contracts, and pro-rated to the percent of the contract for 50-89% contracts.

Vacation hours will be credited on an annual basis at the beginning of the contract year or pro-rated for a partial contract the remainder of the fiscal year for contracts starting after July 1, as follows:

Full-time (90-100%)	= 168 hours (pro-rated for partial year contract)
Reduced Contract (50-89%)	= pro-rated to percent of contract
Part-time (50-74%)	= pro-rated to percent of contract

A maximum of 288 hours may be utilized in any one year. This may include up to 120 hours of unused carry over vacation (see 2. below). A Leave Request should be submitted by the professional employee through the Leave Management system for approval by his/her supervisor prior to the use of vacation.

2. Carry-Over Vacation Days

Professional Employees may carry up to 120 unused vacation hours into the following fiscal year, if the employee's contract is renewed. Any vacation days carried forward may be used as paid vacation but are not compensable in the event of termination of employment or change in status as described below. A maximum of 36 vacation days (288 hours) may be utilized in any one year. The Payroll department will automatically carry over up to 120 hours of unused vacation from the previous fiscal year into the next fiscal year if the employee's contract is renewed.

3. Vacation will be accrued, but may not be used during the first six (6) months of probation, unless arrangements were made prior to the start of employment.

4. Payment of Vacation Upon Severance or Termination

Upon resignation or termination, the employee shall be paid for any accrued and unused vacation credit up to 21 days (168 hours) at their current rate of pay. Unused carry-over days are not compensable upon termination of employment. Any unaccrued vacation days that were used prior to the termination date shall be re-paid to the College.

5. Vacation Payout When Moving from a Classified position

When a professional employee comes from a classified position to a position covered by this contract, the new employee will be paid for all remaining accrued classified vacation prior to the start of the new position, or some or all of the classified vacation time may be taken prior to the start of the employee's new position. Any remaining classified accrued vacation will then be paid out unless

the new position is temporary, in which case the classified vacation will remain on hold until the employee returns to his/her previous classified position.

6. Vacation Payout When Moving to Faculty Status

When a professional employee moves into a faculty position, all remaining accrued and unused vacation earned under this contract, up to a maximum of 168 hours, will be paid out to the employee upon termination of the employee's contract and prior to the start of the new contract, or some or all of the vacation time may be taken prior to the start of the new contract. Any remaining accrued vacation will be paid out.

7. Vacation Payout When Moving to a Classified Position

When a professional employee moves into a classified position, all remaining accrued and unused vacation earned under this contract, up to a maximum of 168 hours, will be paid out to the employee upon termination of the employee's contract and prior to the start of the classified appointment, or some or all of the vacation may be taken prior to the start of the classified appointment. Any remaining accrued vacation will be paid out.

8. Vacation When Moving from/to a Management or Confidential Position

When a professional employee moves to or from a management or confidential position, all accrued and unused vacation will carry forward.

G. On-the-Job Injury Leave

1. Full-time and benefits-eligible adjunct members who sustain an injury or disease in the course of their employment with the District, compensable by Workers' Compensation and who are by reason thereof unable to perform their normal duties, shall be paid the difference between their regular salary and the temporary total disability compensation benefits payable to Employee Benefits Insurance Company. Such supplementary payment by the District shall not exceed sixty (60) calendar days following the injury or illness. Any member receiving any check from Employee Benefits Insurance shall certify in writing to the District the amount of said check and the period of time loss that it represents. Failure to notify the District within fifteen (15) days of the receipt of the Employee Benefits Insurance check shall constitute basis for disciplinary action deemed appropriate by the College President. Medical progress reports from the member's doctor may be required by the District prior to the approval of any such supplementary payment.

2. A member will be charged a sick leave day for each day of absence from work for which a supplementary payment is made pursuant hereto. However, the District shall use the compensation received by the member from Employee Benefits Insurance to reduce the number of days of accumulated sick leave charged against the member during the member's absence from work. The compensation received from Employee Benefits Insurance by the member will be divided by the member's daily rate of pay and the result shall be subtracted from the number of days sick leave charged against the member's accumulated sick leave.

H. Legally Required Leave

The District hereby agrees to duly honor and comply with any leave of absence, paid or unpaid, specifically required by state or federal statute or regulation and such reinstatement rights or privileges required thereby.

I. Absence from Duty without Paid or Unpaid Leave

Any absence from duty without paid or unpaid leave shall result in the member's salary being reduced by a day's pay for each day of absence.

ARTICLE 19 - UNPAID LEAVES

A. Discretionary Leave

Any member may apply to the Board's free discretion for an unpaid leave of absence, pursuant to the procedures, which the Board shall promulgate from time to time. The decision of the Board in respect to such application shall be final and binding.

B. Professional Improvement Leave

1. Any full-time member who shall have been employed by the College for no less than three consecutive years prior to the application, may apply for an unpaid leave of absence for professional improvement.
 - a. Such leave shall be for not more than two years and shall commence only after the member taking the leave has completed his/her current yearly contract.
 - b. The College shall not be obligated to honor the absence on professional leave of more than two (2) persons at any one (1) time.
2. Any full-time member who may intend to apply for such leave must first give preliminary notice of such possibility to the College no later than December 1 prior to the intended commencement of the leave. Formal application for such leave must be made no later than April 1 prior to the intended commencement of the leave. In the event of an excess of applications, the Association shall designate the priority to be attached to any such application. Any application that is not allowed prior to the intended commencement of the leave shall be deemed to have expired.
3. Unpaid professional improvement leaves shall normally be taken only for the following reasons:
 - a. Exchange teaching programs in other states, territories, or countries
 - b. Foreign or military teaching programs
 - c. Full-time participants in the Peace Corps, Teacher Corps, or Job Corps
 - d. Cultural travel related to the member's professional responsibility

- e. Work program related to his/her professional responsibility
 - f. Study at an accredited College or university full time, in subjects related to his/her professional responsibilities.
4. During the leave, the member shall not accumulate nor receive from the College or under this contract, any benefits, remunerations, seniority, leaves or other emoluments. The member may, however, elect to personally pay for continued coverage under the group insurance program. The College shall assume no responsibility for continuing such coverage if the member's premium contribution is not timely received at the College.
5. The taking of such leave shall be deemed the member's unconditional and irrevocable agreement to return to employment with the College at the beginning of the fall term commencing next after expiration of the leave; subject, however, to the following termination rights:
- a. If no later than April 15 notice is given by the College to the Association that there will exist, as of the following fall term, no position in the unit, vacant or occupied by anyone of less seniority, which is similar or substantially similar to the position occupied by the member on leave, then the College shall not be obligated to reemploy or reinstate the member on professional leave.
 - b. The member will waive any reinstatement rights by failure to deliver to the Vice President of Instructional Services by April 2, notice in writing to the effect that he/she will be returning to employment at the beginning of the following fall term. Failure by a member to provide such notice or failure by a member to return to employment after having given such notice as above provided will be deemed a breach of the member's contract and shall subject the member to all available legal remedies that the College may pursue.
6. Upon the member's actual return to employment at the commencement of the said fall term, the member shall:
- a. Be reinstated at the pay level at which the teacher was paid at the time the leave commenced, as that level may have increased, if any, by collective bargaining during the leave
 - b. Be credited with the number of accumulated sick leave days belonging to the member at the time of commencement of the leave

- c. Be deemed to have the same seniority as possessed by the member at the time of the commencement of the leave.

C. Parental Leave

Regular members may request up to one year (including the 12 weeks of family leave, if any) of unpaid leave of absence within one year following the birth or adoption of a child under the age of six. Members may utilize accrued sick leave for the period of time when the member is physically unable to perform his/her duties. In the event both parents are members, a combined total of one year paid or unpaid leave may be allowed at the discretion of the College.

D. Payroll Practices

Unless otherwise provided herein, the pay of any member taking any of the aforesaid types of unpaid leave shall be reduced accordingly. For those taking leave of an entire year, no pay shall be forthcoming. For those taking unpaid leave upon contract days, the member's monthly pay shall be reduced by the member's daily rate for each day of unpaid leave taken.

E. Legally Required Leave

The District hereby agrees to duly honor and comply with any leave of absence, paid or unpaid, specifically required by state or federal statute or regulation and such reinstatement rights or privileges required thereby.

- F. Any absence from duty without paid or unpaid leave shall result in the member's salary being reduced a day's pay for each day of absence.

G. Family and Medical Leave

The Oregon Family Leave Act (OFLA) and the federal Family and Medical Leave Act (FMLA), each require employers to provide members up to 12 weeks (420 hours for 100 percent FTE faculty) of protected leave during a leave year, in certain qualifying situations. Eligible members have reinstatement and/or reemployment rights after a family leave. To apply for OFLA and/or FMLA leaves, contact Human Resources for further information.

Eligibility Requirements:

OFLA (Oregon Family Medical Leave) - members must have worked for RCC at least 180 calendar days and an average of 25 hours per week (except for parental leave, when no weekly average is required).

FMLA (federal Family Medical Leave Act) - members must have worked at least 12 months (not necessarily consecutive) at RCC, and at least 1250 hours during the 12-month period immediately prior to the leave.

Although there are a few exceptions, OFLA and FMLA generally provide 12 weeks of unpaid leave per year for the following purposes (Accrued paid leave may be substituted for unpaid leave.):

- Newborn, newly adopted, or newly placed foster child (“parental leave”) (OFLA/FMLA);
- To care for a family member with a serious health condition or the employee’s own serious health condition rendering the member unable to perform his or her job (OFLA/FMLA);
- For a pregnancy disability or prenatal care. (OFLA/FMLA);
- To care for a sick child who does not have a serious health condition, but requires home care (OFLA).

OFLA allows leave in two circumstances not covered by FMLA:

- Serious health condition of a parent-in-law; and
- Non-serious health condition of a child (“sick child leave”)

During the period of the family leave, the member will continue to be covered by group health insurance, will be responsible for any employee share of group health insurance premiums, and will accrue all other benefits provided by this contract while on paid leave. Members must notify the College 30 days in advance, or as early as practical, of their intent to take family leave. Members may use any accrued paid contract or sick leave during the period of the family medical leave.

RCC uses the “rolling forward” method for tracking family medical leave. This method measures forward from the member’s first family leave. After the first 12-month leave year, a new rolling forward year is determined by the date the employee next uses family leave.

OFLA requires that family leave be taken concurrently with any leave taken under FMLA. Members cannot choose to take OFLA and FMLA consecutively if he/she is concurrently OFLA- and FMLA-eligible. *These guidelines are based on state and federal regulations and are subject to change.*

If a faculty member’s OFLA/FMLA benefits and paid leaves are exhausted, the College will allow the member to be placed on unpaid leave for the remainder of the contract year. The College will make every reasonable effort to provide the member with an employment opportunity at the College when they are able to return to work.

H. Non-Contract Days for Professionals

A full work year typically consists of 261 days; however, depending on how the calendar falls, some contract years may only consist of 260 work days. Full-time employees will have five (5) non-contract days to be used during the College closure in December and ten (10) non-contract days to be used as determined by the College, leaving a balance of 246 contract days. Non-contract days are unpaid days; however, annual salaries are paid in equal payments over the fiscal year based on the number of paid contract days included in the employee's contract. Those with reduced and part-time contracts (50-89%) will have an additional number of non-contract days beyond the fifteen (15) mentioned above. If an employee's contract days have been reduced by more than the fifteen (15) standard non-contract days, the employee is responsible for working with their supervisor to approve a work calendar, scheduling their contract and non-contract days for the fiscal year.

ARTICLE 20 - ABSENCE FROM WORK

A. General Rule

Each member must, unless absent upon paid or unpaid leave, regularly and timely report for duty and remain on duty for the time period of time herein specified.

B. Inclement Weather

In cases of inclement weather, members are expected to perform their duties, as possible, by making arrangements with their supervisors, whether or not College officials have dismissed students from attendance. In such cases when travel is impossible, members shall contact their supervisors and make arrangements to discharge their obligation under this contract. A course of conduct of absence without leave shall be neglect of duty for which the President may withhold pay.

ARTICLE 21 - COMPENSATION

Except as expressly provided elsewhere in this Agreement, the only direct monetary benefits payable to a member shall be as follows:

A. Compensation for Full-Time Employees

Full-time members will be paid based on the salary schedule designated in Appendix A. Anyone employed for more than the standard number of contract days shall be paid at his or her daily rate for each additional day.

B. Compensation for Full-Time Employees Employed More Than 60 Percent But Less Than 100 Percent

Members employed more than 60 percent but less than 100 percent shall be paid a salary upon a pro-rata basis. Indirect monetary benefits shall be paid at the rate applicable to 100 percent full-time members.

C. Compensation for Adjunct Employees

Adjunct members shall be paid in accordance with the schedule designated in Appendix B.

D. Teaching by Members

Members who are not normally classroom instructors, but who are qualified to assume the full instructional responsibility for teaching a class may be selected by the District to teach, provided:

1. The supervisor allows the teaching and preparation time within the normal work period for which the member is regularly paid.
2. Classes taught on the member's own time, which shall be defined as evenings for a daytime employee, will be compensated at the highest part-time teaching hourly rate.

E. Overload Compensation

Overload pay shall be due only if the overload worked is expressly authorized by the District in writing in advance. If so authorized, excess workload will be compensated above individual contract levels in accordance with the highest appropriate adjunct faculty rates.

F. Department Chair Pay

Department Chairs will receive additional compensation in the form of a percentage of the top of the salary schedule in effect, as defined in Appendix C.

G. Travel Expenses

Members on approved College business will be reimbursed for travel expenses as follows:

1. Meals

The standard allotment for meals shall be: Breakfast, \$8; Lunch, \$12; Dinner, \$19; or other combination of the three meals not to exceed \$39 per diem.

2. Mileage

Mileage will be paid at the maximum allowed by the Internal Revenue Service. If coach airfare is less than mileage cost, then the maximum paid for mileage will be the coach airfare amount. Odometer readings will be required for computation of mileage reimbursement.

3. Lodging

Receipts are required for all lodging to be reimbursed at the actual cost. Arrangements for direct billing to the College by the place of lodging may be made through the Business Office.

ARTICLE 22 - SALARY SCHEDULE PLACEMENT & ADVANCEMENT

A. Initial Placement of New Full-time Faculty Members

New members will be initially placed on the appropriate step and level by the College. Consideration will be given to educational achievement, College training and experience within vocational-industrial trades. Initial placement will be reviewed with the member and documented with the form in Appendix H. The member will be advised to discuss initial placement with an RCCEA representative. Final agreement by a new member to a step and level placement shall be conclusively deemed correct. Initial placement shall not be a grievable issue.

1. The initial placement for each faculty employee shall be based on the following criteria:
 - a. Without bachelor's degree Step 0
 - b. With bachelor's degree Step 1
 - c. With master's degree Step 2
 - d. Second master's degree, 45 quarter graduate units beyond master's degree, or "All but dissertation" status (ABD)..... Step 3
 - e. Doctorate Step 4
 - f. Bachelor's degree equivalence using the criteria established in Article 22.B.3.Step 1
 - g. Initial placement under 1.c., 1.d., and 1.e above, will occur only if the advanced degree is related to the faculty member's assigned duties.

2. Additional steps for teaching and/or work experience shall be determined as follows:
 - a. One (1) step for each academic year of full-time accredited College faculty experience.
 - b. One-half (1/2) step for each year of 50 percent academic year equivalent of adjunct accredited College faculty experience.

- c. One-half step for each year of full-time public or private school K-12 faculty experience.
- d. One-half (1/2) step for each year of full-time commercial and/or industrial work experience where directly applicable to subject field.
- e. Initial placement will not include hours of work-related training required for initial journey card, license, degree, or certification.
- f. Initial placement will not include more than four (4) additional steps for teaching and/or work experience.
- g. Rounding for accumulated years of faculty and/or work experience will be as follows:
 - 0 - .33 = 0 years
 - .34 - .66 = ½ year
 - .67 – 1.0 = 1 year

- 3. When initial placement is finalized, rounding for a partial step will be as follows:

less than .5 step = round down to nearest whole step
 .5 step or more = round up to nearest whole step

- 4. No one will be placed above Step 8.
- 5. The College reserves the right to make exceptions to initial placement at the College President's discretion for unusual situations, such as high market rates for a specific instructional discipline. Any placement above Step 9 would require consultation and agreement with the RCCEA.
- 6. Placement on salary schedule will not be affected by source of salary dollars.

B. Step Advancement for Full-time Faculty

- 1. Members will advance vertically one (1) step per year on the salary schedule, provided the member has been full-time for one full contract year and received a satisfactory evaluation. Additionally, newly hired faculty members beginning employment during fall term will be considered as having worked a full contract year for purposes of step advancement.
- 2. Members who achieve a bachelor's, master's, or doctorate degree as part of an approved professional development plan and/or as a requirement for

continued employment, will receive a double step increase in the contract year following the awarding and notification of the degree.

3. Career and technical instructors and other members not required to have master's degrees as qualification for hire will be treated as having achieved equivalent of a bachelor's degree for purposes of receiving a double step by meeting the following requirements:
 - a. Attainment of State BOLI or equivalent agency recognized card; or,
 - b. Current professional license(s), certification(s) and/or other trade recognition(s) of verifiable technical skills and knowledge related to the faculty member's assigned duties, combined with two years (4,000 hrs.) of work experience in the specific vocation; or,
 - c. Equivalent of forty-five (45) quarter hours of undergraduate study determined as follows:
 - (i) Completion of fifty (50) hours of employment in a business, industrial firm/company, authorized dealership or shop at the journeyman level doing work related to the teaching field shall be equivalent to one (1) credit hour based on a quarter system;
 - (ii) Completion of twelve (12) hours of special training/comprehensive schooling shall be equivalent to one (1) quarter credit hour;
 - (iii) Completion of academic credits in approved vocational-technical courses with the credit hours as designated;
 - (iv) Completion of curriculum development projects, media production, or instructional modules beyond the employee's regular assignment shall earn credit as determined by the appropriate administrators; however, credit shall be provided at a rate equal to one (1) quarter credit hour for each fourteen (14) hours utilized on the project.

C. Initial Placement of New Adjunct Faculty

New adjunct faculty members will be placed on the first level of the adjunct faculty salary schedule. Placement at a higher level may be made by the Vice President/Dean based on education, job training, and experience in teaching.

D. Step Advancement for Adjunct Faculty

Each unit-eligible, adjunct instructor who receives a satisfactory evaluation will be advanced (according to the number of unit-eligible terms of longevity) on the adjunct salary schedule prior to the beginning of the subsequent term (excluding summer term). The appropriate Dean may recommend to the Human Resources Director exceptions to these step advancement requirements.

E. Placement of Returning Full-Time Faculty Members

Regular members returning to employment at the College in the same or similar position after standard screening and interviewing procedures shall not be subject to the maximum step placement in Article 22.A.4. A minimum of one year of probationary status must be completed to achieve regular status.

F. Step Placement for Returning Adjunct Faculty

Adjunct faculty who return to the College after an absence of more than twelve months will be placed at the entry level of the adjunct salary schedule upon their return. Exceptions to this procedure may be made, and the returning adjunct faculty member may retain the step previously attained if the absence was due to:

- a. Illness or injury of the faculty member, or the need to care for a family member who has a major medical condition requiring such care, which prevents the adjunct faculty member from being employed at the College, OR
- b. If the absence was for the purpose of working in an industry related to the assignment at the College, OR
- c. If, during the absence from employment, the adjunct faculty member continued in a similar capacity.

Based on these criteria, the appropriate Dean may recommend retention of the step previously attained by the adjunct faculty member to the Human Resources Department, which will make the final determination, based on documentation submitted by the faculty member.

G. Compensation and Position Placement for Professionals

Following the classification and market study conducted in 2009/10 for the positions that fall within the Professionals employee group, effective July 1, 2010 the College adopted a new method for placing positions on a position grade and corresponding salary range. A detailed Position Analysis Questionnaire (PAQ) is completed for new or changed positions, approved by the supervisor and reviewed by HR. The College utilizes Local Government Personnel Institute (LGPI) to evaluate the position according to a point

factor position evaluation system, establish the position grade and corresponding salary range, and develop/update the job description.

The College will conduct such job studies as it deems appropriate, evaluate and/or reevaluate employee jobs according to that classification system, and make such revisions in the system and related procedures as it deems necessary and appropriate.

An employee may appeal the decision regarding the classification of his/her job after using the College procedure for requesting an evaluation or reevaluation of his/her job. The employee may request union representation for the process.

Faculty relocated to an available professional position following the elimination of the faculty position due to RIF, or reclassification of the position from faculty to professional, shall not suffer a loss in annual salary. Their salary shall be frozen until the salary range for the position exceeds the employee's salary. It is understood that the new position may require additional days and/or hours, but that the employee will receive the same compensation.

Faculty relocated to a Professional position following a voluntary application for the position will be placed as a newly-hired employee as per the following paragraphs.

Employee salaries shall fall within the range on the salary schedule for the position grade, and shall not be below entry or above the top of the range, except as noted in the prior paragraph. See Appendix I for the Salary Schedule and Appendix J for the Position Grades. Both documents are updated annually and posted online at: http://www.roguecc.edu/HumanResources/emp_index_salarysched.asp

Newly-hired employees will typically start at the entry level of the range. Exceptions may be made by the College in consultation with the Association to accommodate difficult-to-fill positions or highly exceptional experience and/or education providing direct and tangible benefit to the College.

Salary schedules ranges shall annually adjust by the Dec-Dec U.S. CPI-U. Under no circumstances will the adjustment be less than zero percent (0%)

Employee salaries shall annually adjust, effective each July 1, by the annual salary schedule CPI-U adjustment plus 1.5%, with the total not to exceed 3.5%. The increase formula can be found in Appendix A.7 In no case will the employee's salary increase above the group maximum. If the immediately prior performance evaluation was unsatisfactory, no amount above the CPI-U adjustment will be received.

ARTICLE 23 - EMPLOYEE BENEFITS

A. Full-time Faculty Group Insurance Coverage

Recognizing the importance of providing group insurance coverage for employees, the College will provide on behalf of the full-time members eligible for group insurance coverage, an amount not to exceed the premium amount shown in Appendix G. The intent is to provide full-family coverage to the maximum extent possible. Subsequent years will allow up to a six (6) percent increase to the College-provided premium amount as reflected in Appendix G. Employees pay a contribution toward health insurance when the new premium is increased above six (6) percent.

The College will provide employee Group Basic Life and AD&D insurance in the amount of twenty thousand dollars (\$20,000) College-paid.

B. Selection of Insurance Companies

The College, via the Health Insurance Committee, shall have the authority to select and approve insurance plans provided by the Oregon Employees Benefit Board (OEBB); however, the coverages provided above shall not be changed unless the new programs include all detailed specifications provided by existing coverage or the Association agrees to the change.

C. Benefits-Eligible Adjunct Faculty Health Insurance

The College will provide sixty percent (60%) of the actual insurance premium for individual health coverage offered through the College group health insurance plan. Benefits-eligible adjunct faculty electing such coverage must reimburse the College for the remaining forty (40) percent of the premium through payroll deduction or direct payment by the first day of each month within the contract period. At their own cost, benefits-eligible adjunct faculty may enroll dependents within their own household in the group health plan. (See Article 10.G.3 & 4 for insurance eligibility under benefits-eligible adjunct status.

D. Adjunct Members

Adjunct employees and dependents within their households may, according to the procedures and eligibility established by OEBB purchase, at their own cost, insurance directly through OEBB.

E. Tuition Waiver

1. Full-Time Members

Full-time members are eligible for up to 12 credits per term tuition waiver. These credits can also be used, in lieu of the employee, by a spouse or legally dependent child of the employee. "Dependent child" is defined by the IRS and for this purpose includes children of divorced parents (See IRS publication 501 for definition of dependent child <http://www.irs.gov/pub/irs-pdf/p501.pdf>).

- a. Any fees or other costs associated with the course will be the responsibility of the member.
- b. Such tuition waiver does not preclude enrollment of a tuition-paying student.
- c. The waiver must be used within twelve (12) months of the time earned.

Clarification regarding earning and using a tuition waiver:

- ❖ The waiver must be used within twelve months after being earned. This means the waiver can be used during the term earned or for one of the following three terms.
- ❖ A maximum of twelve tuition waiver credits can be used in any one term.
- ❖ Regardless of whatever waiver amount is used for a term (1 (one) to 12 (twelve) credits), a full term of tuition waiver is considered expended.
- ❖ Waivers are to be used on a first in, first out basis. For example, if a member earns a tuition waiver in Fall and Spring terms and uses a waiver the following Summer term, the Fall term waiver is the one considered to be expended.

2. Adjunct Members

Beginning with the fourth term of employment (excluding summer), each unit-eligible member is eligible for 8 credits per term tuition waiver. These credits can also be used, in lieu of the employee, by a spouse or legally dependent child of the employee. "Dependent child" is defined by the IRS and for this purpose includes children of divorced parents (See IRS publication 501 for definition of dependent child <http://www.irs.gov/pub/irs-pdf/p501.pdf>).

- a. Any fees or other costs associated with the course will be the responsibility of the member.

- b. Such tuition waiver does not preclude enrollment of a tuition-paying student.
- c. The waiver must be used within twelve (12) months of the time earned.

Clarification regarding earning and using a tuition waiver:

- ❖ An adjunct member earns 8 (eight) credits of tuition waiver after they have worked three non-summer terms.
- ❖ This waiver must be used within twelve months after being earned. This means the waiver can be used during the term earned or for one of the following three terms.
- ❖ A maximum of eight tuition waiver credits can be used in any one term.
- ❖ Regardless of whatever waiver amount is used for a term (1 (one) to 8 (eight) credits), a full term of tuition waiver is considered expended.
- ❖ Waivers are to be used on a first in, first out basis. For example, if a member earns a tuition waiver in Fall and Spring terms and uses a waiver the following Summer term, the Fall term waiver is the one considered to be expended.

3. Retirees

Full-time members who retire from the College shall be entitled to a tuition waiver of one (1) credit-bearing class per term to be used by the retiree:

- a. Any fees or other costs associated with the course will be the responsibility of the retiree.
- b. Such tuition waiver does not preclude enrollment of a tuition-paying student.
- c. Retiree's enrollment in the class shall not count toward any minimum class size requirements.

F. Full-Time Member Continuation of Insurance Benefits in Retirement

At the age of fifty-five (55) or over, a member who was hired in a benefits-eligible position prior to July 1, 2000 with ten (10) or more years of service with the College (including credit for one year for every two years of unit-eligible adjunct service), will be eligible for post-retirement insurance benefits. Such College-paid insurance will include such coverage as is in effect at the time the member retires and/or is subject to such changes in the insurance as may occur for medical, dental, and vision insurances until the retiree reaches the age of sixty-five (65) or is eligible for Medicare. Premiums will be capped at College-paid portion of the rate in effect at the time of such early retirement. Any increase in premiums must be paid by the retiree or the coverage will discontinue.

At the age of fifty-five (55) or over, a member who was hired in a benefits-eligible position on or after July 1, 2000 and prior to October 1, 2007 with fifteen (15) or more years of continuous faculty, classified and/or exempt service with the College (including credit for one year for every two years of unit-eligible adjunct faculty service), will be eligible for post-retirement insurance benefits. Such College-paid insurance will include such coverage as is in effect at the time the member retires and/or is subject to such changes in the insurance as may occur for medical, dental, and vision insurances until the retiree reaches the age of sixty-five (65) or is eligible for Medicare. Premiums will be capped at College-paid portion of the rate in effect at the time of such early retirement. Any increase in premiums must be paid by the retiree or the coverage will discontinue.

For members hired on or after October 1, 2007 in a benefits-eligible position who have reached age 55 and have 15 years of continuous faculty, classified and/or exempt service with the College (including one year of credit for every two years of unit-eligible adjunct faculty service) will be eligible for individual only insurance coverage. Such College-paid insurance will include individual coverage at the single rate in effect at the time the member retires and/or is subject to such changes in the insurance as may occur for medical, dental, and vision insurances until the retiree reaches the age of sixty-five (65) or is eligible for Medicare. The individual premium will be capped at the College-paid portion rate in effect at the time of retirement. Any increase in premium must be paid by the retiree or the coverage will discontinue. Employee + 1 or full-family coverage may be added at the retiree's expense.

All insurance continuation and coverage is subject to applicable insurance carrier regulations.

G. Domestic Partners

It is understood that any benefits provided to the spouse of a member shall be provided to domestic partners as defined by insurance carrier. Benefits are subject to state and federal regulations as well as insurance carrier guidelines.

H. Retirement Plan

Eligibility for participation in the Public Employees Retirement System (PERS) of full-time and adjunct members is determined by PERS. Members should refer to the College's Benefits website <http://www.roguecc.edu/Benefits> for specific information regarding PERS.

ARTICLE 24 - INTERNAL RESOLUTION OF CONTROVERSY

A. Complaints of Students or Public

Any complaint regarding a member, which does or may influence evaluation of that member, made to the District by any student or non-employee of the District will be promptly investigated and also will be called to the attention of the member. The member will have an opportunity to respond to or rebut such complaint by the entry of a response or rebuttal in the member's personnel file, if such complaint is itself entered in the personnel file. The application of the student grievance procedure, the Student Rights, Freedoms & Responsibilities policy, and the RCC Human Rights policy shall not violate due process and shall provide opportunities for representation for members of the faculty who may be a part of such procedures.

B. Complaints About Teaching Materials

In the event that any student or non-employee of the District shall make complaint about the textbooks, library materials, or other instructional materials used by the District or in the event that petitions for censorship removal, or expurgation of textbooks, library materials, or other instructional materials are received by the District, the following procedure shall be followed:

1. The complainant shall be required to set forth the objections and complaints in writing, and to date and sign the same.
2. Such objections shall first be reviewed by a committee designated by the Association, comprising members competent in the field of study to which the teaching material belongs.
3. The committee will submit its findings in writing to the President who will convey them with his recommendations to the District Board.
4. Any teaching material, textbook, or library material shall remain in use unless and until the District Board shall formally conclude to take action to remove the same.

The District Board, in passing upon such textbooks, library materials, or instruction materials shall not violate the terms of the academic freedom subsection of this Agreement.

C. Confidentiality

Verbal or written communications which are negative or critical of a faculty member's work shall be kept confidential.

ARTICLE 25 - GRIEVANCE PROCEDURE

A. Grievance Procedure: In-House Resolution of Controversy

The processing, resolution, and appeal of grievances involving the interpretation or application of the express terms of this contract shall be in accord with the procedure described herein.

1. Basic Purpose

The purpose of this procedure is to provide an orderly method for resolving certain types of disputes. A determined effort should be made to settle any grievance at the lowest possible level in the grievance procedure.

2. Definitions

Unless the context indicates otherwise, the following words are defined to mean:

- a. "Aggrieved" or "grievant" is a member asserting a grievance hereunder to correct a situation which is detrimental to such member.
- b. "Days" shall mean, unless otherwise indicated, working days: thus, weekends, holidays, or vacation days are excluded.
- c. "Grievance" means a dispute over an alleged erroneous interpretation or application of the express terms of this Collective Bargaining Agreement.
- d. "Initiate a grievance" shall mean the holding of a Level I Conference.
- e. "Group grievance" is a grievance which directly affects a group of more than one (1) member. It must be asserted by the Association and must be initiated at Level II by the filing with the President of a statement of grievance which specifically identifies the aggrieved members included in the affected group.
- f. "Statement of grievance" is a plain and concise written statement signed by the grievant or Association, stating the facts underlying the alleged grievance. Any statement of grievance shall set forth at least the following: the date, time, and nature of the interpretation; application or decision constituting the alleged grievance; the

detriment suffered by the grievant; the precise language of this Collective Bargaining Agreement which has been misinterpreted or misapplied; the date on which the grievant learned of the decision or facts making up the grievance; date of the Level I Conference; and the reason why the Level I resolution, if any, is unsatisfactory to the grievant.

Any grounds of grievance not stated within the statement of grievance are waived.

3. Rules of Procedure

a. Waiver of Grievance

If the aggrieved does not initiate Level I of the grievance procedure within ten (10) days after the facts upon which the grievance is based first became known to the grievant, any such grievance shall be waived.

A group grievance must be initiated at Level II by the Association within ten (10) days after the facts upon which the grievance is based first became known to any member of the Association. Unless so initiated, the grievance is waived.

b. Procedural Time Limits

The number of days indicated at each level should be considered maximum. Every reasonable effort should be made to expedite the process. Time limits may, however, be extended by written mutual agreement.

If a grievance is initiated at such a time that it cannot be processed through all levels of the grievance procedure by the end of the instructional year, the time limits set forth herein shall be reduced appropriately so that the in-house grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable.

Failure by the grievant to timely proceed to the next level shall terminate the procedure.

Failure by an administrative official to timely comply with a decision or other deadline will authorize the grievant to proceed to the next step or level.

c. Grievance Meetings and Hearings

All meetings and hearings pertaining to grievances shall not be conducted in public unless mutually agreed by the grievant and the District. Such proceedings shall include only the parties in interest, their representatives and such witnesses as may be required. Conferences, hearings, and other matters pertinent to any grievance shall be scheduled so as not to interfere with the member's employment duties.

The grievant may be represented by the Association or separate counsel. The Association shall have the right to be present and to state its views at any level of the grievance procedure.

To the extent feasible, all grievance procedures will be kept as informal as may be appropriate to the level on which the procedure is being held. Both parties will make every good faith effort to maintain the confidentiality of the grievance procedure.

Any member shall have the right to informally discuss a potential grievance with any appropriate official of the District without intervention by the Association. Any adjustment reached must be consistent with the terms of this Agreement and the Association must be given an opportunity to state its views prior to the making of any such adjustment.

d. Grievance Documents and Records

All original documents and records dealing with each grievance shall be held in a separate official grievance file maintained by the District.

A copy of the statement of grievance and any written decisions thereof shall be filed in the personnel file of the individual grievant involved. Individual grievances and the records thereof shall remain confidential to the fullest extent consistent with law and the provisions of this Collective Bargaining Agreement.

Group grievances and the resolution thereof shall not be confidential. A memorandum summary reference to the official file of any group grievance shall be inserted in the personnel file of each member of the group asserting the grievance. Any such member may supplement such reference by inserting in this personnel file a copy of any official record of the group grievance.

4. Levels of Grievance

a. Level I - Informal Conference

A grievant shall request a conference with the nonmember administrative official whose interpretation or application of this contract or board policy or whose administrative decision is the basis of the grievance.

Normally, the official will be the member's immediate supervisor or Dean. However, if the grievance is based upon the action or inaction of an official above the coordinator to which the grievant is answerable, or outside the grievant's department, the Level I Conference will be held directly with such official.

A Level I Conference shall be informal and shall occur as promptly as feasible after the request.

If a satisfactory adjustment or resolution of the dispute is achieved at the Level I Conference, it shall be written out in memorandum form and initialed by the official and the member affected.

If no adjustment or resolution is achieved at the Level I Conference, the official shall have not more than five (5) days thereafter to decide the matter and notify the grievant of the decision.

b. Level II - President

If not satisfied with the Level I official's decision or in the event of no timely Level I decision, the grievant may proceed to Level II.

Level II is initiated by the filing of a statement of grievance with the Association within ten (10) days after the Level I Conference.

If the Association concludes to pursue the grievance then the statement of grievance, with or without supplementation by the Association, shall be filed with the College President. Such filing shall occur within no more than fifteen (15) days of the Level I Conference. A copy of the statement of grievance shall also be delivered to the administrative official with whom the grievant had the Level I Conference.

Within ten (10) days after filing of the statement of grievance by the Association, the President will meet with the aggrieved person and/or representative in a hearing/conference. Before or after such

conference, the President may conduct such investigation as he deems necessary for the proper resolution of the grievance. Within the ten (10) days after such hearing/conference, the President shall enter a written decision of the grievance and notify the Association thereof.

The President's decision shall be appealable to arbitration as hereinafter provided.

5. Miscellaneous Provisions

- a. No reprisals of any kind shall be taken by the District, the Association, or any member by reason of participation in a grievance or by reason of the resolution of such grievance.
- b. Completion of the in-house grievance procedure shall be a condition precedent to the institution of any legal or administrative proceedings by the grievant or the Association.
- c. Suitable forms for statement of grievance, notices, appeals, adjustments, decisions, and other necessary documents shall be prepared by a committee appointed jointly by the President of the College and the Association. Such forms shall be given appropriate distribution by the Association and shall also be available from the administration.
- d. Grievances allegedly arising from a direct decision or action of the Board of Education shall be initiated at Level II. If the President concludes not to seek reconsideration of the decision or action of the Board of Education, he shall notify the grievant to that effect, in which case a Level II hearing/conference shall be unnecessary and the grievance will be deemed denied.

B. Appeals to Arbitration

1. When and How to Appeal to Arbitration

An appeal of a grievance to arbitration shall be taken, if at all, no later than ten (10) days after the date of the President's decision or Board order being appealed.

The appeal shall be taken by filing a demand for arbitration with the Office of the President. The demand must be signed by the Association and the individual appellant.

2. Choice of Arbitrator

The parties shall first attempt to agree upon an arbitrator. If agreement is not reached, they shall, no later than ten (10) days after the filing of the demand for arbitration, jointly request the Employment Relations Board to submit a list of five (5) potential arbitrators. When the list has been received, the parties or their representatives shall determine by lot the order of elimination and thereafter each shall in that order alternately strike a name from the list. The fifth (5th) and last remaining name shall act as the arbitrator.

3. Arbitration Hearing

The arbitrator shall schedule a hearing on the grievance and after holding such hearing and considering such evidence and arguments as the parties desire to present, shall render Findings of Fact and a Decision. The procedural rules of the American Arbitration Association shall prevail.

The testimony of witnesses given at any Board hearing shall be admissible, provided it is offered in the form of verbatim tape or stenographic transcript.

4. Arbitrator's Authority

The arbitrator shall consider only the facts and evidence submitted to him/her at the hearing and the express terms of this Agreement. The arbitrator shall not change, modify, or add to the provision of this Agreement, nor substitute his/her judgment or discretion for that of the District in any area or on any subject on which the Board's authority is unaffected by a provision of this Agreement.

An arbitrator shall have the powers set forth at ORS 33.280.

5. Issue for Arbitrator's Decision

- a. In a grievance, the sole issue for decision shall be: whether or not the District's interpretation or application of express contract language is correct.
- b. In the case of dismissal of a regular employee, the sole issues for decision shall be: did the contractual cause for which the employee was dismissed factually exist; were the contractual procedures for dismissal substantially complied with.

- c. In the case of a retrenchment layoff of a regular employee, the sole issue for decision shall be: were the Board's determination of grounds for retrenchment and the designation of the laid-off employee done in good faith.
 - d. The arbitrator may affirm, reverse, modify, or, in case of procedural irregularities, remand for further proceedings.
- 6. Legal Effect of Arbitration and Arbitrator's Decision Resolving a Grievance
 - a. Such arbitration is the sole and exclusive remedy of the grievant, Association, or the District.
 - b. The findings of fact and decision of an arbitrator, within the scope of his/her authority, shall be final and binding.
- 7. Costs of Arbitration

The Board and the Association shall share equally the joint costs of the arbitration procedure, such as the arbitrator's fee and expenses and the costs, if any, of the hearing room. All other costs shall be borne by the party incurring them.

ARTICLE 26 – PERSONNEL FILE

1. Each member shall have the right to review the contents of his/her own personnel file, exclusive of material received prior to the date of employment by the Employer. One (1) official personnel file for each member shall be maintained by the Employer. A representative of the Association or counsel for the member may accompany the member at the time of such review.
2. All material inserted in the member's personnel file must be identified as to the source of the material and must be dated.
3. With the exceptions hereafter noted, the member shall receive a copy of all documents entered in that member's personnel file. Delivery of such documents by the Employer to the current President or Vice-president of the Association shall be conclusively considered as delivery to the member. Copies of pre-employment materials and payroll records need not be delivered to the member.
4. All entries in the personnel file shall be signed or initialed by the member at the time that the member reviews the contents of the said personnel file. Such signature or initialing shall not be construed as agreement by the member with the entry in the personnel file. Signature or initialing by the member is not a condition precedent to the entry of the document in the personnel file.
5. The member shall have the right to include in the file a written response to any materials placed in the file; such response shall be attached to the material to which it refers.
6. The member may reasonably include in his personnel file any material or information considered germane to the member's career.
7. Any member, upon request, shall receive at District expense, one (1) copy of any entry in that member's personnel file. Additional copies shall be at the expense of the member.
8. Materials may be expunged from the official file by mutual consent of the College and the faculty member.

ARTICLE 27 - CONCLUSION

- A. This Agreement shall become binding as of July 1, 2014, and shall continue in effect until expiration on June 30, 2017, pursuant to Article 2.E.1.
- B. This Agreement shall be signed in triplicate. One (1) copy shall be delivered to the Association, and the remainder shall be retained by the District. The signed original shall be retained with the official records of the District.
- C. This Agreement is a public document. It may be reprinted and distributed by either party to any extent desired.

EXECUTED and approved on the dates hereinafter specified:

DATE: _____

ROGUE COMMUNITY COLLEGE DISTRICT

By _____
President

DATE: _____

ROGUE COMMUNITY COLLEGE
EDUCATION ASSOCIATION

By _____
President

By _____
Past President

APPENDIX A - COMPUTATION OF SALARY AND BENEFITS

1. The parties shall maintain the existing concept that faculty salaries and related compensation shall be geared to the average (as adjusted for the employee's share of retirement benefits included in the salary schedule) of selected Oregon community colleges. These Colleges are Blue Mountain, Central Oregon, Chemeketa, Clackamas, Clatsop, Lane, Linn-Benton, Mt. Hood, Portland, Southwestern, Treasure Valley, and Umpqua.
2. In order to maintain the concept embodied in Section 1 above, by the end of February the parties shall identify the maximum actual base salary payable for a standard annual contract for each of the above colleges for the current year.
3. If a college does not have a contract settlement at the time of computation, that college's maximum salary shall be computed using the same criteria set forth in Section 2 above and then adjusted by the same percentage as the aggregate of the remaining colleges.
4. The maximum salaries for the colleges, as determined in sub-sections 2 and 3 above, will then be averaged. This amount will be increased by the year- to-year December to December) change in the U.S. CPI-U. Any difference between the current-year RCC maximum actual base and the calculated average will then be added or subtracted from the inflation-adjusted average. This amount will be the RCC full-time faculty base salary for the subsequent year. The salary schedule will be computed using the present index.
5. In maintaining College benefits at a level within the range of Oregon community colleges, the colleges listed in Section 1 above, will be referenced.
6. At the end of each insurance year, the calculation of each employee's share of health insurance cost will be adjusted as agreed pursuant to Article 23.A.
7. For Professional employees, the CPI-U shall be calculated first, and the 1.5% applied to that new calculation. The formula will be: $\text{new salary} = (\text{current salary} * \text{CPI-U}) * 1.015$.

The application of the text of Appendix A may, with mutual agreement of the College and the Association, be modified on an annual basis using such equalization factors as may be required to reflect individual College systematic adjustments in order to maintain the principles stated in Articles 2.E.3. The equalization factors referred to in this paragraph include any adjustments to salaries at other colleges that have increased their schedule and actual pay to make up for the PERS 6 percent.

**APPENDIX A
ROGUE COMMUNITY COLLEGE**

FULL-TIME FACULTY SALARY SCHEDULE

2014/2015

176 Days

STEP	INDEX	14/15 Annual Salary	14/15 Daily Rate
17	1.000	81,861.05	465.12
16	0.965	78,995.91	448.84
15	0.931	76,212.63	433.03
14	0.898	73,511.22	417.68
13	0.867	70,973.53	403.26
12	0.837	68,517.70	389.31
11	0.808	66,143.73	375.82
10	0.780	63,851.62	362.79
9	0.753	61,641.37	350.24
8	0.727	59,512.98	338.14
7	0.702	57,466.45	326.51
6	0.677	55,419.93	314.89
5	0.653	53,455.26	303.72
4	0.630	51,572.46	293.03
3	0.608	49,771.52	282.79
2	0.587	48,052.43	273.03
1	0.566	46,333.35	263.26
0	0.546	44,696.13	253.96

Effective July 1, 2014

**APPENDIX B
ROGUE COMMUNITY COLLEGE**

ADJUNCT FACULTY SALARY SCHEDULE

2014-15

<u>Type of Class</u>	<u>TERMS 1-6</u>	<u>TERMS 7-12</u>	<u>TERMS 13+</u>
Lecture	51.40	56.89	62.97
Lecture/Lab	35.41	39.19	43.37
Counselors/Librarians	35.41	39.19	43.37
Block Time/Lab	27.31	30.23	33.46
Tutor	11.80	13.06	14.46

**PERS/OPSRP-ELIGIBLE ADJUNCT FACULTY SALARY
SCHEDULE****

<u>Type of Class</u>	<u>TERMS 1-6</u>	<u>TERMS 7-12</u>	<u>TERMS 13+</u>
Lecture	52.48	58.09	64.29
Lecture/Lab	36.15	40.01	44.28
Counselors/Librarians	36.15	40.01	44.28
Block Time/Lab	27.89	30.86	34.16
Tutor	12.05	13.34	14.76

**Applies also to full-time faculty overloads
Adjunct Faculty Meeting Rates: \$15.00

Effective July 1, 2014

Formulas for Calculating Adjunct Salary Schedule

Type of Class	TERMS 1-6	TERMS 7-12	TERMS 13+
Lecture	90.35% of Terms 7-12	90.35% of Terms 13+	135% of Step 7 hourly rate
Lecture/Lab	90.35% of Terms 7-12	90.35% of Terms 13+	79.7% of Step 7 hourly rate times 116.67%
Counselors/Librarians	90.35% of Terms 7-12	90.35% of Terms 13+	79.7% of Step 7 hourly rate times 116.67%
Block Time/Lab	90.35% of Terms 7-12	90.35% of Terms 13+	79.7% of Step 7 hourly rate times 90.0%
Tutor	90.35% of Terms 7-12	90.35% of Terms 13+	31% of Step 7 hourly rate

PERS/OPSRP-ELIGIBLE ADJUNCT FACULTY SALARY SCHEDULE

Type of Class	TERMS 1-6	TERMS 7-12	TERMS 13+
Lecture	102.1% of above rate	102.1% of above rate	102.1% of above rate
Lecture/Lab	102.1% of above rate	102.1% of above rate	102.1% of above rate
Counselors/Librarians	102.1% of above rate	102.1% of above rate	102.1% of above rate
Block Time/Lab	102.1% of above rate	102.1% of above rate	102.1% of above rate
Tutor	102.1% of above rate	102.1% of above rate	102.1% of above rate

The adjunct faculty salary schedule is calculated using the hourly rate of Step 7 of the full-time faculty salary schedule in Appendix A. The full-time hourly rate of Step 7 is obtained by taking the full-time daily rate in Appendix A and dividing it by 7. The full-time hourly rate is inserted into the adjunct faculty salary calculations in the terms 13+ column. Terms 1-6 and Terms 7-12 are pro-rated based off terms 13+.

APPENDIX C – DEPARTMENT CHAIR/PROGRAM
COORDINATOR/INSTRUCTIONAL LEAD COMPENSATION AND RELEASE TIME

A. Full-Time Department Chair/Program Coordinator/Instructional Lead

1. Salary

a. Academic Year (Fall, Winter, and Spring Terms)

1. The salary for Department Chairs will be 10 percent of the top step of the salary schedule for the contract year.
2. The salary for program coordinators will be 5 percent of the top step of the salary schedule for the contract year.

b. Summer Term

1. The salary for Department Chairs will be 10 percent of the top step of the salary schedule pro-rated monthly from the current contract year.
2. The salary for program coordinators will be 5 percent of the top step of the salary schedule pro-rated monthly from the current contract year.

2. Appointment

Such positions serve in this capacity at the discretion of the respective Dean, based on an annual contract. The Vice President/Dean will seek input from members of the department prior to making a Department Chair appointment. Normally Department Chair assignments will be for a period of three years, subject to annual review, with appointment to subsequent three-year assignments possible, at the discretion of the Vice President/Dean.

3. Evaluation

The Department Chair shall receive a written evaluation by his/her Dean on an annual basis. The evaluation of a faculty Department Chair shall be separate from an evaluation that is described in Article 16 and will not be considered part of their normal faculty evaluation. Evaluation will be based on the duties listed in the Department Chair job description.

4. Resignation

Faculty Department Chairs may resign from the position effective at the end of any term and return to their regular faculty assignment.

5. Removal from Position

Removal of a faculty Department Chair, at the end of any term, shall not cause the separation of said member from the service of the College.

Upon removal from a Department Chair position, the faculty member shall return to a regular faculty assignment the following academic term.

6. Method of Payment

Department Chair/program coordinator/instructional lead pay will be added to the member's monthly salary and paid in equal installments.

7. Workload Reassignment

Workload re-assignment time, in addition to such compensation, may be approved by the Vice President/Dean and normally will not exceed 20 percent of the standard workload (3 ILU). In authorizing workload re-assignments time, the respective Vice President/Dean will take into consideration factors such as:

- a. Responsibility for recommendations regarding evaluation, hiring, retention, and professional growth planning of full-time and adjunct faculty.
- b. Coordination of the activities of departmental faculty and staff.
- c. Size and nature of programs.
- d. Size of facilities, location and ancillary support, complexity, and amount of equipment within these programs.
- e. Additional assignments and projects
- f. Student advising and program information.
- g. Student issues.
- h. Distribution of programs and faculty over the College District.

8. Such positions shall not perform any duties that are supervisory as described in ORS 243.650 (23), to wit: "Supervisory employee" means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment. Failure to assert supervisory status in any Employment Relations Board proceeding or in negotiations for any collective bargaining agreement shall not thereafter prevent assertion of supervisory status in any subsequent board proceeding or contract negotiation. Notwithstanding the provisions of this subsection, no nurse, charge nurse or similar nursing position shall be deemed to be supervisory unless such position has traditionally been classified as supervisory.

B. Adjunct Faculty Coordinators

An adjunct faculty program coordinator is an adjunct faculty member responsible for facility supervision, scheduling, and staff oversight, and reports to a Vice Principle/Dean, director, or Department Chair. Compensation for work as coordinator shall be paid at the lab/block time rate on the basis of hours authorized by the respective Dean to fulfill assigned responsibilities.

APPENDIX D – ROGUE COMMUNITY COLLEGE LAYOFF UNITS AND FACULTY
SENIORITY LIST
2014/2015

As Of: 10/23/2014

FACULTY BY LAYOFF UNIT	FT HIRE DATE	14/15 STATUS	June-15 Projected TOTAL TERMS	COMMENTS
ACADEMIC SKILLS				
Shaw, Midge	Sep-97	Regular	54	
Maguire-Cook, Marie	Jan-04	Regular	35	
Chandler, Thayer	Jan-11	Regular	14	Moved from probationary 3rd year to regular status 2014/15.
ADULT BASIC SKILLS				
Shaw-Straus, Carolyn	Dec-90	Regular	75	
Sherman, Wanda	Mar-93	Regular	67	
St.Clair, Serena	Sep-89	Regular	54	Layoff 6/30/07 - 7/1/07 Hired into Fixed Term contract/grant position for Curriculum/Program Development - Pathways to Advancement. Per Article 10.F.1, maintains regular status. Extended each year on 1-year fixed-term contracts, contract/grant funded, dependent upon funding.
Fricke-Gostnell, Kiersta	Sep-04	Regular	33	
Salinas, Kathleen	Sep-08	Regular	21	-
Savage, Lori	Sep-08	Regular	21	-
Rossi, Julie	Sep-09	Regular	18	-
ART				
Brake, Karl	Sep-07	Regular	24	
AUTOMOTIVE TECHNOLOGY				
Ridgeway, Peter	Sep-05	Regular	30	
Boothroyd, Paul	Sep-09	Regular	18	9/21/09 - 6/12/10 Hired temporary, fixed-term FT Faculty for one year on emergency basis. Extended for 2nd year through 6/11/11. Applied for & hired into 1 year fixed term position for 11/12 (3rd year fixed term). Effective 12/13 moved from fixed-term into general fund position at 3rd Year Probationary Status per C. Markwell.
BUSINESS TECHNOLOGY				
Wade, Randall	Sep-85	Regular	90	
Graham, Joyce	Sep-97	Regular	54	
Willhite, Ted	Jan-09	Regular	18	
Polen, Melissa	Sep-13	Probationary 2nd yr.	7	Moved from probationary 1st year to probationary 2nd year status

				2014/15.
COMPUTER SCIENCE				
Patterson, Cynthia	Sep-97	Regular	54	
Long, Juliet	Jan-99	Regular	50	
Taylor, Jeremy	Mar-04	Regular	34	
Bagwell, Robert	Sep-10	Regular	15	-
Licata, Christina	Jan-11	Regular	9	1/3/11 - 6/11/11 Hired in contract/grant funded, fixed-term position. Extended through 6/14/12. 12/13 Moved from fixed-term position to General Fund position, 2nd Year Probationary. Contract/grant terms do not count per Article 10.F.6. Moved from probationary 2nd year to probationary 3rd year status 2013/14. Moved from probationary 3rd year to regular status 2014/15.
CONSTRUCTION TECHNOLOGY				
Henderson, Ralph	Sep-97	Regular	54	
COUNSELING				
Laysen, Gaia	Jan-98	Regular	53	
Pike, Thomas	Jul-08	Regular	21	
Momyer, Joe	Oct-11	Regular	12	Moved from probationary 3rd year to regular status 2014/15
Gray, Michelle	Oct-09	Regular	12	
Childress, Edward (Andrew)	Jul-11	Regular	12	Hired 7/5/11 into one-year, fixed term (GF) position as Disability Services Coordinator. Changed to Prob 1st year status mid-year. Moved from probationary 3rd year to regular status 2014/15.
Barrey, Makiko	Jul-12	Probationary 3rd yr.	9	7/16/12 New Hire. Moved from 2nd year probationary to 3rd year probationary status 2014/15.
CRIMINAL JUSTICE				
Thomson, Greig	Sep-97	Regular	54	
Robson, Ronald	Sep-05	Retirement Transition Year	30	Renew-Retirement Transition Year
DIESEL TECHNOLOGY				
Pheley, Kemp	Sep-08	Regular	21	
Daw, Theodore	Sep-14	Probationary 1st yr.	3	Hired FT Faculty 9/22/14
DISABILITY SERVICES				
Childress, Edward	Jul-11	Regular	12	
EARLY CHILDHOOD EDUCATION				

Micke-Johnson, Eileen	Apr-07	Regular	15	Fixed-term thru 6/14/08 - N/A. Fixed term extended thru 6/12/2010. 9/20/10 Move to GF position at regular status per C. Markwell, approval letter placed in personnel file.
Murphy, Deborah	Sep-13	Probationary 2nd yr.	6	Moved from 1st year probationary to 2nd year probationary status 2014/15.
ELECTRONICS				
McKeen, Dave	Sep-97	Regular	54	
Trausch, Ann-Margret	Sep-00	Regular	45	9/08 Move back from Math to Electronics per C. Markwell
EMERGENCY MEDICAL TECHNICIAN (EMT)				
Shaw, James	Dec-04	Regular	32	
Heigel, Gary	Jan-05	Regular	32	
GRANT/CONTRACT FUNDING				
Dichter, Gaye	Jul-13	Contract/Grant (Fixed-term through 6/30/2015)	0	Contract/Grant (Fixed-term through 6/30/2015)
HEATH/PE/RECREATION				
Rhonda, Misner	Sep-14	Probationary 1st yr.	3	
HUMANITIES				
Underwood, Verne	Sep-97	Regular	54	
McAninch-Ruenzi, Wolfgang	Sep-97	Regular	54	
Williams, Richard	Sep-99	Regular	48	
Phillips, Charles	Sep-00	Regular	45	
Chavez, Suzanne	Sep-04	Regular	33	
Maple, Ryan	Jan-11	Regular	14	Hired 1/3/11 into fixed term position to backfill Dorcas Herr while on discretionary leave through June 2012. 12/13 Hired into vacant GF position, Placed at 2nd Yr Probationary Status per K.Gibson approval. Moved from probationary 3rd year to probationary regular status 2014/15.
O'Donnell, Doran	Dec-13	Probationary 2nd yr.	6	Moved from probationary 1st year to probationary 2nd year status 2014/15.
INDIVIDUALIZED CAREER TRAINING (ICT)				
Kozlowski, Alex	Sep-98	Regular (80%)	51	Regular (80%)
INSTRUCTION and CURRICULAR SUPPORT SERVICES				
Sours, Lori	Jan-00	Regular	47	09/15/2014 Moved from Academic Skills to Outcomes and Assesment

Batrick, Sam	Sep-14	Probationary 1st yr	3	9/15/2014 Hired FT Faculty
LIBRARY				
Pierce, Mary	Sep-98	Regular	51	
Felthousen, Robert	Sep-10	Regular	15	
Jenkins, Felishia	May-14	Probationary 1st yr.	1	
MANUFACTURING TECHNOLOGY				
Foster, Stephen	Sep-10	Regular	15	9/20/10- 6/11/11Hired temporary, fixed-term FT Faculty for 1-yr on emergency basis. 9/19/11 Hired into GF position, intensely evaluated during fixed-term year, granted 2nd yr prob status.
MASSAGE THERAPY				
Clarkin, Tiffany	Sep-04	Regular	33	
MATH				
Hutt, Charlotte	Sep-95	Regular	60	
Davenport, Tracy	Sep-06	Regular	27	
Drouillard, Anna	Sep-07	Regular	24	
Varner, Svetlana	Jan-08	Regular	23	-
Gardner, Doug	Sep-09	Regular	18	-
Haugen, Matthew	Sep-10	Regular	15	
Bunnell, Elijah	Sep-12	Probationary 3rd yr.	9	9/17/12 New Hire. Moved from probationary 2nd year to probationary 3rd year status 2014/15.
NURSING				
Wagner, Linda	Jan-90	Regular	77	
Naumes, Susan	Sep-95	Regular	57	08/09 - 100% Grant/Contract funded
Bromley, Toni	Sep-05	Regular	24	9/05-6/07 Contract/grant status. 9/07 Move to GF position, 1st Yr Prob. 9/22/08 Move to Regular status early per C. Markwell, VP (rehired after previous employment w//RCC & had already served 3 yrs prob)
Hackford, Ann	Sep-07	Regular	21	07/08 Contract/grant status. 9/22/08 Moved to GF
Brewer, Margaret	Sep-12	Probationary 3rd yr.	9	9/17/12 New Hire. Moved from probationary 2nd year to probationary 3rd year status 2014/15.
Niezen, Patricia	Sep-13	Probationary 2nd yr.	6	Moved from probationary 1st year to probationary 2nd year status 2014/15.
NURSING ASSISTANT LAB/CLINICAL INSTRUCTOR				
PRACTICAL NURSING				

Clark, Leslie	Oct-13	Probationary 2nd yr.	6	Moved from probationary 1st year to probationary 2nd year status 2014/15.
SCIENCE				
Rittenbach, James "Dusty"	Sep-97	Regular	54	
Van Brunt, James	Sep-98	Regular	51	
Culhane, Kevin	Sep-04	Regular	33	
Kezer, Corrie	Sep-04	Regular	33	
Schultz, Donald	Sep-08	Regular	21	-
Swain, Dorothy	Sep-12	Probationary 3rd yr.	9	9/17/12 New Hire. Moved from probationary 2nd year to probationary 3rd year status 2014/15.
Ward, Katie	Sep-12	Probationary 3rd yr.	9	9/17/12 New Hire. Moved from probationary 2nd year to probationary 3rd year status 2014/15.
SOCIAL SCIENCE				
Coulter, Niki	Sep-97	Regular	54	
Gentile, Francine	Sep-98	Regular	51	
Marton, Gregory	Sep-99	Regular	48	
Hull, Virginia ("Peggy")	Sep-08	Regular	21	-
Giesen, Erika	Sep-10	Regular	15	
Pacheco Jr., Manuel	Sep-12	Probationary 3rd year.	9	9/17/12 New Hire. Moved from probationary 2nd year to probationary 3rd year status 2014/15.
WELDING				
Giesbrecht, Todd	Dec-08	Regular	15	12/15/08-6/30/10 Contract/grant status. 9/20/10 Move to GF.
Friesen, Michael	Jan-10	Regular	17	9/20/10-6/11/11 Hired temporary, fixed-term FT Faculty for 1 year on emergency basis. 9/19/11 Hired into GF position, intensely evaluated during fixed-term year, granted 2nd yr prob status.

APPENDIX E – GRID DEVELOPMENT PROCESS

Each grid shall set forth the following information:

1. The names and seniority dates of all members in each layoff unit shall be listed in descending order of seniority across the top of the grid. A member who works in more than one (1) listed unit shall be included in the unit where the annual assigned workload constitutes a majority of the instructor's load. The determination of placement in the layoff units shall be based on the workload for the last contract year worked. New members shall have their placement determined by current workload assignments.
2. The courses and/or activities budgeted and/or provided within the listed layoff unit shall be displayed to the left of the grid in alphabetical and/or numerical order by department.
3. Checks will be placed beside each course or activity and adjacent to the name of each employee who meets the College qualifications required for the assignment shown at the top of the grid.
4. Members with greater seniority will be retained over less senior members provided that they have the qualifications determined to be necessary to perform the remaining duties.
5. A checked box will signify that a person meets the College qualifications required for assignment to the course or activity listed to the left of the grid.

APPENDIX F – FAMAT AGREEMENT

ROGUE COMMUNITY COLLEGE DISTRICT AND ROGUE COMMUNITY COLLEGE EDUCATION ASSOCIATION

This paper outlines an agreement between Rogue Community College and the Rogue Community College Education Association (RCCEA) to provide a method that leads to a mutually satisfactory resolution of issues and provides orderly collective bargaining.

It is agreed by both parties that through clear understanding of the needs of each party, resolution can be achieved that will result in a win/win outcome. It is understood that the parties want to provide an open atmosphere at the College in order to accomplish the desired results. All requests may not, nor necessarily should, be carried to enactment, but all issues agreed to for discussion will have an open airing. Recommendations made will be based on clear understandings of the other's position.

Both parties to this agreement state a desire, in good faith, to reach agreement by the following process:

1. The parties agree to meet in what will be named the Faculty Association Management Advisory Team (FAMAT).
2. The Association and Management staff will select four members from their respective groups (alternates may be identified by each party). The Association representatives will include at least one officer of the Association and representatives chosen by the Association. Others may attend meetings by mutual consent.
3. The eight-member group will be named the Faculty Association Management Advisory Team (FAMAT). The FAMAT members shall mutually agree on a facilitator to conduct FAMAT meetings and coordinate FAMAT activities. Agenda items for subsequent FAMAT meetings will be determined by mutual agreement at each FAMAT session. A quorum shall consist of a minimum of three (3) managers and three (3) faculty members.
4. The parties will discuss selected mandatory issues and will discuss other items by mutual agreement.
5. Once issues are identified by the team, the team may assign the research required to a sub-committee and have that sub-committee bring back to the full team a recommendation on the particular issue. Any sub-committee will be made up of, at a minimum, two people with both parties being represented. A sub-committee can request information from others as to fact and detail.

6. The full team will review research and associated recommendations and draft language to represent the consensus of the team and the tentative agreement will be evidenced by each team signing the same.
7. If any issue cannot be carried to a consensus, the team will draft alternate positions which may be resubmitted to the sub-committee for further research and a resolution of the difference.
8. This agreement will be automatically renewed on May 31 of each year unless either party should request in writing that the FAMAT process be suspended.
9. Process:
 - a. Meetings will be recorded on tape.
 - b. Meetings will be monthly at a regular place and time, and a calendar for these meetings will be established at the first FAMAT meeting of the fall term. Prior to each meeting, an agenda will be distributed by the chair.
 - c. Responsibility for minute-taking will be assigned to a designated recorder.
10. If a settlement or resolution of an issue cannot be reached by this agreed process and an extension is not agreed to, it is understood that statements, proposals, and tentative agreements will not be used in subsequent impasse resolution procedures unless otherwise agreed to by both parties.

RCC EDUCATION ASSOCIATION

PETER ANGSTADT, Ph.D., PRESIDENT

Date

Date

APPENDIX G – GROUP INSURANCE COVERAGE

Group Health Insurance will be provided to members on a tiered-rate system for single, employee+spouse, employee+child(ren) and full-family with the monthly College-contributed base amount being established at the 2014-2015 rates. Individual employee’s contribution will vary dependent on plan selection. The insurance policy plan year typically runs from October to September, subject to change by OEGB and/or the College. Subsequent years will allow up to a six (6) percent increase to the College-provided premium amount.

Plan Year	Status	Maximum College Contributed Base Monthly Amount*
2014/15	Single	\$562.46
	Employee + Spouse	\$1,225.17
	Employee + Child(ren)	\$1,090.39
	Full Family	\$1,757.46

*Employee out-of-of pocket share is dependent upon plan election.

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APPENDIX H – FULL-TIME FACULTY INITIAL PLACEMENT FORM

Name _____ **Position** _____ Step
0

Minimum Placement

Education (Maximum 4 steps) (Article 22 A. 1.) University/College Date Major Degree

Bachelor's					
Master's					
All but dissertation					
Doctorate					

Experience (Maximum 4 steps) (Article 22 A. 2 -5) Organization Dates

Academic year of 60% or more			# of years x 1 step per year		
Full-time Public/Private School K-12			# of years x .5 step per year		
Full-time Commercial/Industrial work experience directly applicable to subject field			# of years x .5 step per year		
Initial Placement (Maximum Step 8)					0

Exception to Initial Placement (Article 22 A. 8)
(The College reserves the right to make exceptions to initial placement at the College President's discretion for unusual situations)

Reason: _____

I have been advised to discuss initial placement with an RCCEA representative and I accept the above placement.

Faculty Member Name/Signature/Date

*RCCEA Representative Name/Signature/Date
(Optional/Required for Placement above Step 9)

College Representative Name/Signature/Date

College President Name/Signature/Date
(For placement above Step 9)

Appendix I

**Professional Employee Group
2014/15 Salary Schedule
Days 246**

Grade	<u>Entry</u>		<u>Top</u>	
	Annual	Daily Rate	Annual	Daily Rate
H	80650.11	327.846	109773.6	446.2342
G	74901.78	304.4788	102468.2	416.5373
F	65964.17	268.147	91238.22	370.8871
E	61125.84	248.479	87036.78	353.808
D	52003.93	211.3981	75448.02	306.6993
C	49576.39	201.53	71821.75	291.9583
B	45482.87	184.8897	64126.61	260.6773
A	38005.31	154.4931	56880.38	231.2211

Appendix J

Professional Position Grades