

Collective Bargaining Agreement

between

Oregon Coast United Employees Local 6020, AFT, AFL-CIO



AND

Oregon Coast Community College



Faculty Contract
2021 to 2023

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45 **PREAMBLE**

46
47 This Agreement is made and entered into by and between Oregon Coast Community College,
48 hereinafter referred to as the College, and AFT-Oregon Coast United Employees, Local 6020,
49 AFT, AFL-CIO, hereinafter referred to as the Union, for itself and on behalf of the employees in
50 the bargaining unit described herein.
51

52 **ARTICLE I – RECOGNITION**

53
54 The College recognizes the Union as the collective bargaining representative with respect to
55 employment relations as set forth in ORS 243.650 to 243.782 for all part-time and full-time
56 faculty employed by the College excluding managers, supervisors, confidential employees as
57 defined by ORS 243.650(6) and instructors of noncredit, non-transferable community education
58 courses.
59

60 **ARTICLE II – NON-DISCRIMINATION**

61
62 The College is committed to providing equal employment opportunity through the practice of
63 non-discrimination with regard to race, color, sex, sexual orientation, religion, age, national
64 origin, marital status, veteran status, or any other status protected by law. The College is
65 committed to providing reasonable accommodation to qualified individuals with disabilities in
66 accordance with applicable law.
67

68 The College will practice non-discrimination as described above in all matters concerning
69 members of the bargaining unit.
70

71 The College is committed to complying with all applicable State and Federal laws related to civil
72 rights.
73

74 **ARTICLE III – MANAGEMENT RIGHTS**

75
76 Subject to the provisions of this Agreement, the College retains the full right and authority to
77 manage and administer the College and its faculty and staff. This includes, but is not limited to,
78 establishment and management of properties, resources, and facilities; determination of the
79 administrative organization; determination of financial policies of the College; the appointment,
80 direction, evaluation, discipline, and supervision of employees; the right to determine
81 educational courses and programs, curriculum, and services of the College; and the number and
82 location of job positions required.
83

84 Nothing in the Agreement shall limit in any way the College's right to contract or subcontract
85 work, nor shall it require the College to bargain such decisions with the Union, nor shall it
86 require the College to continue in existence any of its present courses or programs in their
87 present form and/or location or on any other basis. This provision, however, does not limit the
88 Union's right to bargain the impact of such decisions.

ARTICLE IV – UNION RIGHTS

A. Information

The College will provide the Union with a list of all new faculty hires in the bargaining unit within ten (10) days of their date of hire.

Upon request of the union, and no less than every 120 days, the College will provide the Union with a list of all bargaining unit employees including their name, date of hire, job title, FTE appointment and rate of pay, College contact information (email, office number, phone extension), and personal contact information (address, phone number(s), email). All information shall be held confidential by the Union and used only for Union business.

The College shall, upon written request, provide the Union with other information needed by the Union to function as the exclusive bargaining representative of the unit. The Union shall reimburse the College for the actual costs incurred as a result of fulfilling such requests.

The Union will provide the College with a list of its officers and representatives. The Union will keep this list current.

B. Union Access

Representatives of the Union shall have reasonable access to all non-instructional bargaining unit work areas for the purposes of administering this agreement, provided that such access does not interfere with the normal business of the College.

Representatives of the union shall have reasonable time to engage in union work during regular work hours without loss of compensation, leave, or any other benefits. This work includes but is not limited to activities associated with negotiating or administering the collective bargaining agreement, meeting with new employees, providing information about the collective bargaining agreement to members of the bargaining unit, or to attend labor management meetings.

C. Use of College Facilities

The Union may use College facilities such as classrooms or meeting rooms for official Union business at no cost provided it abides by any facility usage policies.

The College agrees to allow the Union reasonable use of college internal mail service, email, and college mailboxes for official Union business provided such use does not interfere with the normal business of the College.

The College will designate a space at the Central Campus for a bulletin board, purchased by the Union at the Union's expense and installed by the College.

135 D. Dues

136
137 The College shall deduct monthly Union dues from the paycheck of each bargaining unit
138 member who submits a written authorization for such deduction. The Union shall specify
139 in writing at least ten (10) days prior to the end of the month names of new members, a
140 copy of the dues deduction authorization for each new member, and the dollar and/or the
141 percentage deduction to be applied from the paycheck each month.
142

143 E. Remittance of Deductions

144
145 The College shall remit to the Union the deductions made pursuant to this article together
146 with the names of the faculty members for whom the deductions were made and the
147 amounts deducted for each within ten (10) days from the payday on which the deductions
148 were made.
149

150 F. Indemnification

151
152 The Union agrees to indemnify and hold the College harmless from any and all claims
153 relating to any deduction made pursuant to this Article.
154
155

156 **ARTICLE V – EMPLOYMENT STATUS**

157
158 Faculty generally are defined as exempt professional employees.
159

160 A. Part-time Faculty

161
162 Part-time faculty appointments are term-by-term. The employment of part-time faculty
163 may be for one, two, three, or four terms in an academic year. Except as expressly
164 provided in this Agreement, employment of part-time faculty is not tenure-related and
165 does not create any right, interest, or expectancy for any future employment.
166

167 Some part-time-faculty positions are classified as three-quarter (.75) time. The normal
168 contract year shall not exceed one-hundred-seventy-four (174) days, including paid
169 holidays. The contract year includes Fall (60 days), Winter (55 days) and Spring (55
170 days) terms plus four (4) work days during the week immediately prior to Fall term.
171 Three-quarter-time faculty may also be employed as part-time faculty for additional
172 fourth-term summer employment. Three-quarter-time faculty may accept fourth term
173 summer employment but are not obligated to do so.
174

175 Three-quarter-time faculty may be reappointed in subsequent academic years based upon
176 program need and satisfactory performance. Three-quarter-time faculty may also be
177 employed as part-time faculty for summer employment. Three-quarter-time faculty may
178 not accept courses beyond the normal three-quarter-time instructional workload limit.
179 Except as expressly provided in this Agreement, as with other part-time faculty,

employment of three-quarter-time faculty is not tenure-related and does not create any right, interest, or expectancy of any future employment.

B. Full-time Faculty

Some faculty positions are classified as full-time. Newly hired full-time faculty have probationary appointments. Probationary appointment faculty may be reappointed annually based upon satisfactory performance. After three years of successful performance at probationary appointment status, full-time faculty will be appointed to continuous appointment status.

The normal contract year shall not exceed one-hundred-seventy-four (174) days, including paid holidays. The contract year includes Fall (60 days), Winter (55 days) and Spring (55 days) terms plus four (4) work days during the week immediately prior to Fall term. Full-time faculty may also be employed as part-time faculty for additional fourth-term summer employment. Full-time faculty are under no obligation to accept (1) overload assignments during fall, winter, and/or spring term(s) or (2) fourth-term assignments during summer term. During fall, winter, and spring terms full-time faculty may also accept courses beyond the normal full-time instructional workload ("overload").

ARTICLE VI – WORK YEAR/ASSIGNMENTS/WORKLOAD

A. Hours

The College academic year begins on the first day of instruction of summer term and ends on the last day of the break between spring and summer terms. The College work week is established as beginning at 12:00 am Sunday and ending at 11:59 pm Saturday.

1. Full-time Faculty Hours and Work Week: The instructional work week for full-time faculty is thirty-five (35) hours, which is typically seven (7) hours per day for five (5) consecutive days per week. The thirty-five (35) hour work week shall include a minimum of thirty (30) hours on campus. Five (5) hours will be posted office hours. The thirty-five (35) hour work week may be performed in four (4) days. Full-time faculty shall also work a total of four (4) non-instructional contract days (twenty-eight hours (28) hours), twenty (20) hours of which will be institutionally assigned. These days will be worked Monday through Thursday during the week immediately prior to Fall term.

A full-time faculty member may be assigned to student mentoring during the contract year.

2. Three-quarter-time Faculty Hours and Work Week: The instructional work week for three-quarter-time faculty is twenty-six and one-quarter (26.25) hours, which is typically five and one-quarter (5.25) hours per day for five (5) consecutive days per week. The twenty-six and one-quarter (26.25) hour work week shall be

performed on campus. Three and three-quarter (3.75) hours will be posted office hours. The twenty-six and one-quarter (26.25) hour work week may be performed in four (4) days. Three-quarter-time faculty shall also work a total of four (4) non-instructional contract days (twenty-one (21) hours), fifteen (15) hours of which will be institutionally assigned. These days will be worked Monday through Thursday during the week immediately prior to Fall term.

A three-quarter-time faculty may be assigned to student mentoring during the contract year.

B. Assignments

1. Full and three-quarter-time faculty members are professional employees and, as such, exercise judgment and discretion in their work hours to fulfill their professional responsibilities. It is understood that faculty spend additional time, including time off campus and time outside the normal workday, in fulfilling their professional duties. These duties may include undertaking activity that promotes and supports (a) student success such as mentoring of students, (b) College priorities and programs, (c) faculty development, and (d) other activities as directed by the Vice President of Academic Affairs/designee. The College expects all of these duties to be approached to effectuate the College's educational goals and mission as determined by the College. Part-time faculty recognize that in their activity for the College they too have an obligation to support College priorities and programs and undertake their work to effectuate the College's educational goals and mission as determined by the College.
2. Teaching assignments include instructing, preparing courses, evaluating students' work, grading papers, submitting grades and related reports, meeting with the Vice President of Academic Affairs/designee, and engaging in a reasonable amount of student contact outside of instruction time to respond to questions and to resolve course-related problems.
 - a. The College will consider preferences of the faculty in making instructional assignments. Faculty may request modification of their proposed assignments prior to the beginning of each term.
 - b. Faculty will be notified in writing of their assignments before the first class meeting, which the College will strive to provide at least 10 College working days before the first class meeting. This written notice will be known as the Confirmation of Teaching Assignment or "CTA." The CTA will include the courses to be taught or work to be done and will be authorized by the Vice President of Academic Affairs/designee. However, confirmation of teaching assignment does not preclude changes in the class schedule due to circumstances such as class cancellation or the addition of new classes.

3. Faculty will not accept assignments within the College which conflict with any prior notices of work assignments, including staff appointments, unless the faculty member is willing to relinquish the conflicting assignment.
4. Course assignments prior to or during any term may be reassigned from part-time faculty to full-time or three-quarter-time faculty in order to satisfy full-time or three-quarter-time faculty instructional workload requirements.
5. Any combination of staff and faculty assignments will not exceed forty (40) hours in one work week unless approved by the supervisor in the area where the overtime will be worked prior to work being performed and reviewed by the Office of Human Resources.
6. Targeted-Training Assignments. These assignments occur when the College elects to enter into agreements with third parties to provide instructional services for targeted educational or training opportunities. Some faculty members may perform targeted-training assignments at the request of the College and the agreement of the faculty member. The faculty member's work schedule for a targeted-training assignment will be determined pursuant to the contract between the College and the third party creating the assignment.

C. Associate Part-time Faculty Status

1. Faculty who have been employed by the College for a total of nine (9) of the previous twelve (12) terms and who have obtained a satisfactory evaluation for such purpose are eligible for associate part-time faculty status. To obtain associate part-time faculty status, faculty shall request in writing on a form available at the College an evaluation for associate part-time faculty status. Any performance evaluations completed in either of the two terms immediately preceding the date of the faculty member's request may be used for this purpose.
2. Faculty with associate part-time faculty status will be given course assignments, provided sufficient courses for which they are qualified to teach are planned.
3. Associate part-time faculty may request a projection of annual assignments in writing for the following academic year. Associate part-time faculty who desire a projected assignment must notify the Vice President of Academic Affairs/designee in writing by March 15. The projection will be for the following academic year, beginning summer term. Requesting faculty will be notified in writing by April 15 of the following academic year's projected course(s). The notice will include the courses projected to be taught. Faculty will reply in writing to the Vice President of Academic Affairs/designee within ten (10) College business days of receipt of the CAO's notice, indicating whether or not they will accept the projected courses.
4. The College will attempt to avoid deviations from projected annual assignments, although the College may change projected annual assignments due to any

variety of circumstances. Projected assignments do not replace the Confirmation of Teaching Assignment (CTA).

5. The College need not assign courses or other work to associate part-time faculty if:
- a. The associate part-time faculty is not qualified to teach the course(s) to be offered or perform the available work;
 - b. The associate part-time faculty does not accept the assignment at the time or place designated;
 - c. The associate part-time faculty has received an unsatisfactory evaluation and has failed to meet the requirements of a performance improvement plan within the following two terms in which the faculty is teaching;
 - d. For just cause as specified in this Agreement;
 - e. An associate part-time faculty has refused assignments for four (4) consecutive terms, not to include Summer term. This provision shall not apply to terms in which the faculty member is on an approved leave of absence;
 - f. Assignment of courses or work is made to full-time or three-quarter-time faculty in order to satisfy full-time or three-quarter-time work assignments;
 - g. Insufficient classes are scheduled;
 - h. Funding is reduced or insufficient; or
 - i. Courses or work are canceled, as determined by the College.

D. Instructional Workload

1. Part-time (non-three-quarter-time) faculty teaching lecture, designated writing, or distance education courses will not be assigned to an instructional workload which exceeds an instructional load of 10.0 per the table below. Part-time (non-three-quarter-time) faculty teaching combination courses will not be assigned to a workload which exceeds fifteen (15) hours per week or an instructional load of 12.0 per the table below.
2. Full time and three-quarter-time faculty will be assigned instructional workloads within the ranges of the tables listed below. During summer term full-time and three-quarter-time faculty accepting fourth-term employment may be assigned an instructional load not to exceed fifteen (15) hours per week or 12.0 instructional load per the table below prorated for the eight (8) to ten (10) week summer term.

3. Full-time faculty may accept overload courses beyond the normal instructional workload limits during fall, winter and spring terms, not to exceed an additional instructional workload of three (3) credits or one (1) course, whichever is greater. Full-time faculty are not obligated to accept fourth-term summer employment or overload courses during the fall, winter and spring terms. Three-quarter-time faculty shall not accept overload courses beyond the normal instructional workload limits during fall, winter, and spring terms. Three-quarter-time faculty may accept fourth-term summer employment but are not obligated to do so.
4. Instructional workload will be assigned by the Vice President of Academic Affairs/designee based on the number of contact hours per week indicated by College-approved course content guides. The College may change instructional load factors and the method for calculating instructional workload when curricular and/or programmatic changes require. The College may also adjust instructional workload ranges or limits when the College elects to employ faculty specifically to provide instructional services to third parties for targeted educational and training opportunities.

Instructional workloads will be assigned and monitored based upon the following instructional workload factors assigned to each contact hour in an eleven (11) or twelve (12) week term.

Full-time Faculty Instructional Workload (.90 to 1.15 instructional FTE)						
Type of Instruction	Load Factor for Type of Instruction per Contact Hour	Full-time Faculty Bottom of Instructional Contact Hour Range	Full-time Faculty Top of Instructional Contact Hour Range	Full-time Faculty Bottom of Instructional Load Range	Full-time Faculty Top of Instructional Load Range	Full-time Faculty Target Instructional Load
Lecture Courses	1.00	14.00	16.00	14.00	16.00	15.00
Combination Courses	0.80	20.00	25.00	16.00	20.00	18.00
Designated Writing Courses	1.25	11.00	13.00	13.75	16.25	15.00
Distance Education Courses	1.25	11.00	13.00	13.75	16.25	15.00
Aquarium Science Practicum	0.50	N/A	N/A	N/A	N/A	N/A
Internship, Cooperative Work Experience, and Independent Study Courses	0.10	N/A	N/A	N/A	N/A	N/A

Three-quarter-time Faculty Instructional Workload (.70 to .89 instructional FTE)

Type of Instruction	Load Factor for Type of Instruction per Contact Hour	Three-quarter-time Faculty Bottom of Instructional Contact Hour Range	Three-quarter-time Faculty Top of Instructional Contact Hour Range	Three-quarter-time Faculty Bottom of Instructional Load Range	Three-quarter-time Faculty Top of Instructional Load Range	Three-quarter-time Faculty Target Instructional Load
Lecture Courses	1.00	11.00	13.00	11.00	13.00	12.00
Combination Courses	0.80	16.00	20.00	12.80	16.00	14.40
Designated Writing Courses	1.25	9.00	10.00	11.25	12.50	11.90
Distance Education Courses	1.25	9.00	10.00	11.25	12.50	11.90
Aquarium Science Practicum	0.50	N/A	N/A	N/A	N/A	N/A
Internship, Cooperative Work Experience, and Independent Study Courses	0.10	N/A	N/A	N/A	N/A	N/A

Part-time Faculty Instructional Workload (.00 to .69 instructional FTE)

Type of Instruction	Load Factor for Type of Instruction per Contact Hour	Part-time Faculty Bottom of Instructional Contact Hour Range	Part-time Faculty Instructional Contact Hour Limit	Part-time Faculty Bottom of Instructional Load Range	Part-time Faculty Instructional Load Limit	Part-time Faculty Target Instructional Load
Lecture Courses	1.00	0.00	10.00	0.00	10.00	N/A
Combination Courses	0.80	0.00	15.00	0.00	12.00	N/A
Designated Writing Courses	1.25	0.00	8.00	0.00	10.00	N/A
Distance Education Courses	1.25	0.00	8.00	0.00	10.00	N/A
Aquarium Science Practicum	0.50	N/A	N/A	N/A	N/A	N/A
Internship, Cooperative Work Experience, and Independent Study Courses	0.10	N/A	N/A	N/A	N/A	N/A

To calculate instructional workload, the number of contact hours per week are multiplied by the instructional load factor indicated for the instructional type.

Instructional workload factors may be adjusted during the eight- to ten-week-long summer term or during other terms. Instructional workload for faculty teaching

multiple concurrent classes in combination course settings is calculated based on the number of assigned hours per week and type of instruction provided, i.e., laboratory, lecture, etc. Special projects and tutoring assignments are not included in workload calculations.

Lecture courses are courses taught in a traditional lecture and discussion format.

Combination courses include Adult Basic Education (ABE), General Education Development (GED), English Speakers of Other Languages (ESOL), Computer Applications, Computer Science, Emergency Medical Technology, Science, Mathematics Center, Studio Art or other courses designated in the course master as some combination of lecture and laboratory or laboratory.

Designated writing classes are lower division transfer writing courses with a "WR" alpha prefix that require additional hours of course related student conferences or tutoring over and above classroom instruction. Conference hours for designated writing courses will involve at least two (2) hours in writing conferences and writing analysis for every three credit hours of lecture.

Distance education courses are courses with a distance delivery format, i.e., online (web-based) courses or tele-courses (video-based).

ARTICLE VII – ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

A. Academic Freedom

The College and the Union agree that all Faculty are entitled to academic freedom which carries with it academic responsibility to students, to the community, and to the College. Academic freedom depends upon the free search for truth and its free exposition and is applied to teaching and other College-related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of instructors when teaching and of the student for freedom in learning. Faculty are in the best position to determine grades according to their professional judgments and any established College standards. Unless the instructor is incapacitated, a grade may be changed only with the instructor's consent or as a result of a successful appeal through a student grievance procedure based on a miscalculation or misapplication of a faculty member's course grade criteria, a violation of college policy or procedure, and/or a violation of a state and/or federal law. In all cases, a grade will not be changed by the College without a good-faith effort to consult with the faculty member.

When teaching, instructors are entitled to freedom in the classroom when discussing the instructional subject; however, while controversy is at the heart of free academic inquiry, instructors will not persist in introducing material which has no relation to the subject

they are teaching. Instructors have an obligation to promote conditions of free inquiry and to further understanding of academic freedom.

Instructors seek, above all, to be effective in their assigned duties. Although they will observe the stated regulations of the College, instructors will maintain their right to criticize and seek revision.

Instructors are entitled to full freedom in research and in the publication or production of the results of their work, unless such work is undertaken as part of paid instructional assignment.

As members of the community-at-large, faculty have the rights and obligations of any person in a free society. Instructors, individually, determine the amount and character of their civic, political, and community involvement outside the College with due regard to their responsibilities within it. Faculty shall not claim to represent the College when making public statements unless authorized to do so in advance.

B. Intellectual Property

The parties to this agreement believe that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for the College and its learning communities, reasonable access to, and use of, the intellectual property for whose creation the College has provided assistance.

The College supports the development, production, and dissemination of intellectual property by its faculty members.

In the absence of a written agreement to the contrary, intellectual property created, made, or originated by a faculty member shall be the sole and exclusive property of the faculty, author, or inventor, except as they may voluntarily choose to transfer such property, in full, or in part.

Material created for ordinary teaching use in the classroom and in department programs, such as syllabi, assignments, and tests, may be used for administrative purposes, including satisfying requests of accreditation agencies. Course syllabi may be provided by the institution to successor faculty in the same course for the purpose of instructional continuity.

ARTICLE VIII – COMPENSATION

A. Full-Time Faculty

1. Salary

- a. Effective September 1, 2021, the base annual salary rates for full-time faculty will be as set forth in attached Appendix A.
- b. For each year of the Agreement, full-time faculty in steps 4 through 31 who worked at least two of the normal three academic terms (fall, winter, spring) in the immediately preceding academic year will advance one 2% step placement.
- c. For 2021-22, there will be a 1% one-time pay and in October 2022, there will be a 2% one-time pay. If the final reimbursable FTE for 2022-23 exceeds 474, the 2% one-time pay will become a permanent structural adjustment effective for fiscal year 2023-24.

2. Overloads

Overloads shall be compensated at the applicable rate from the pay scale for part-time faculty.

3. Fourth-Term Employment

Fourth-term (summer term) employment shall be compensated at the applicable rate from the pay scale for part-time faculty.

4. Initial Step Placement

Initial salary placement for new full-time faculty will be at up to Step 14 on the salary schedule at the discretion of the College.

B. Three-Quarter-Time Faculty

1. Salary

- a. Effective September 1, 2018, the base annual salary rates for three-quarter-time faculty will be as set forth in attached Appendix A.
- b. For each year of the agreement, three-quarter-time faculty in steps 4 through 31 who worked at least two of the normal three academic terms (fall, winter, spring) in the immediately preceding academic year will advance one 2% step placement.
- c. For 2021-22, there will be a 1% one-time pay and in 2022-23, there will be a 2% one-time pay. If the final reimbursable FTE for 2022-23 exceeds

474, the 2% one-time pay will become a permanent structural adjustment effective for fiscal year 2023-24.

2. Fourth-Term Employment

Fourth-term (summer term) employment shall be compensated at the applicable rate from the pay scale for part-time faculty.

3. Initial Step Placement

Initial salary placement for new three-quarter-time faculty will be at up to Step 13 on the salary schedule at the discretion of the College.

C. Part-Time (non-three-quarter-time) Faculty

1. Salary

- a. Effective September 1, 2021, pay rates for part-time (non-three-quarter-time) faculty will be as set forth in attached Appendix A..
- b. Each step on the pay scale will be a 2.5% increase.
- c. For 2021-22, there will be a 4.61% structural adjustment to the pay scale and for 2022-23 there will be a 2% structural adjustment to the pay scale.
- d. For 2021-22 there will be a \$62.50 stipend per term taught and in 2022-23 there will be a \$125.00 stipend per term taught. The stipends will be paid at the end of each term.
- e. Faculty who achieve Associate Part-Time status will receive a one-time payment of \$200. This payment will be made in the pay period immediately following the confirmation of their Associate status.

2. Initial Placement

- a. The initial step placement for part-time (non-three-quarter-time) credit and ABE/GED/ESL faculty will be up to Step 13 at the discretion of the College.
- b. Faculty members move from Step 1 to Step 2 with accumulation of 200 step movement points based on a factored accumulation of any combination of contact hours of lecture, combination, or ABE/GED/ESL instruction. Faculty move from Step 2 to Step 3 and subsequent steps with completion of 495 additional step movement points based on a factored accumulation of any combination of contact hours of lecture, combination, or ABE/GED/ESL instruction. Effective with the first full term immediately following the ratification of this Agreement by the employees, the accumulation of step movement points will be calculated

569 based on the following factors applied to each contact hour according to
570 the type of instruction:

571 Lecture Courses: 1.25

572 Arts and Sciences Combination Courses: 1.25

573 Concurrent Combination Courses: 1.0

574 Adult Basic Skills: 1.0

575

576 c. Movements between steps will occur the term following the accumulation
577 of the required step movement points. Accumulated step movement
578 points will be added to the contact hour balances of current part-time
579 faculty.
580

581 3. Class Cancellation

582

583 When the College cancels a class or work assignment through no fault of the
584 faculty member, part-time faculty shall be paid for all classes met or days worked
585 prior to cancellation. If notice of class cancellation is provided less than
586 three (3) working days before the first class meeting, the part-time faculty shall be
587 paid for the contact hours scheduled for the first class session.

588 4. Low Enrollment

589

590 If the College determines it is preferable to offer a course with fewer than ten (10)
591 students enrolled rather than cancel it due to low enrollment, and the part-time
592 faculty member agrees, such a class may be compensated at the low enrollment
593 rate.

594 5. Special Projects

595

596 Faculty assigned to special projects outside their teaching assignments will be
597 compensated at the special projects rate. Such projects may include outside
598 curriculum development and other similar activities.

599 6. Meeting/Training/Tutoring/Independent Study Rate

600

601 Faculty required to attend meetings or training outside their teaching assignments
602 will be paid at the meeting/training rate. For tutoring or independent study
603 courses, part-time (non-three-quarter-time) faculty in any term and
604 three-quarter-time and full-time faculty in summer terms will be paid at the
605 tutoring/independent study rate.

606 D. Placement for Rehired Faculty Retirees

607

608 If a retired faculty member is rehired by the College in its discretion within two academic
609 terms following the faculty member's retirement, the faculty member will be placed at the

step on the current part-time or three-quarter-time salary schedule as applicable that has the rate of pay that is closest to the pay rate the faculty member attained at the time of retirement.

E. Targeted-Training Assignments

Full-time and three-quarter-time faculty working targeted-training assignments who work outside of their normal 174-day assignments shall be compensated for their additional days at the applicable daily rate of 1/174 of the annual rate for each additional day worked.

F. Payday Schedule

Faculty paydays will be in accordance with the College-established payday schedule.

G. Overtime Pay / Exempt Status

Faculty, as exempt employees, are ineligible for overtime pay under their professional functions as faculty members. Employees whose primary duties are exempt (i.e., 50% or more hours worked qualify as exempt status within a given work week) are ineligible for overtime pay.

H. Additional Appointments

Faculty will not be considered for additional faculty or staff appointments that will place them in overtime status, i.e. regularly scheduled to work over forty (40) hours in a work week.

I. Payroll Deductions

All garnishments will be deducted as required by State and Federal Law.

ARTICLE IX – INSURANCE

A. Medical, Vision, and Dental Insurance

1. Full-Time and Three-Quarter-Time Faculty

The present group medical/vision/dental insurance plan or a comparable plan will remain in effect.

2. Part-Time (non-three-quarter-time) Faculty

The College will offer and pay for health insurance to part time faculty consistent with HB551.

B. Life and Accidental Death and Dismemberment Insurance

The present group life and accidental death and dismemberment insurance program or a comparable program will remain in effect and will cover all full-time and three-quarter-time faculty. The life insurance coverage is \$10,000. The premium shall be paid by the College.

C. Long-term Disability Insurance

The present or a comparable group long-term disability insurance program will remain in effect and will cover all full-time and three-quarter-time faculty. The premium will be paid by the College.

D. Insurance Benefit Amount

For full-time and three-quarter-time faculty, the College will pay monthly premium support towards medical, dental and vision coverage up to a maximum of:

FY 2021-22

Employee Only - \$634

Employee and Children - \$1,075

Employee and Spouse/Domestic Partner - \$1,197

Employee, Spouse/Domestic Partner and Children - \$1,687

FY 2022-23

Employee Only - \$650

Employee and Children - \$1,075

Employee and Spouse/Domestic Partner - \$1,237

Employee, Spouse/Domestic Partner and Children - \$1,743

If an employee chooses not to take any of the mandated employer insurance (medical, dental, vision), if permitted by law, \$100 per month shall be deposited into a Section 403-b account on behalf of the employee.

It is the responsibility of the employee to set up their 403(b) account and provide HR/Payroll with the account information.

Payments to the 403(b) will begin the month following the receipt of the account information and will not be retroactive.

ARTICLE X – ABSENCES AND LEAVES

A. Paid Leave

1. Sick Leave

Faculty will report absences within the payroll software system on the next College working day following the return from absence.

A medical provider's signed statement or other College-approved verification of illness or injury may be required for each absence from assigned classes or other assigned work.

The leave must be approved by the Vice President of Academic Affairs or designee.

In no event will unused sick leave be paid out to a faculty member upon termination of employment.

Sick leave shall not be substituted for special project or tutor hours.

a. Part-time (Non-three-quarter-time) Faculty

Part-time (non-three-quarter-time) faculty will be credited sick leave equal to 10% of their clock hours for the term. The sick leave hours will be front-loaded at the beginning of the term. Sick leave may be used only in terms in which the faculty member is performing instructional work at the College.

Associate part-time (non-three-quarter-time) faculty can accumulate up to a maximum balance of twelve (12) hours. An associate part-time (non-three-quarter-time) faculty's sick leave balance will revert to zero when the faculty has not taught for an academic year. Non-associate part-time faculty (non-three-quarter-time) sick leave can be used during the term in which they are credited but may not be carried into the next term.

b. Full-time and Three-quarter-time Faculty

Full-time faculty will accrue sick leave at the rate of seven (7) hours per month during 174-day appointments covering months of fall, winter and spring academic terms. Full-time faculty who teach fourth term assignments during the eight-week summer term will earn fourteen (14) additional sick leave hours. The maximum accrual is eighty-four (84) hours per year. Sick leave for full-time faculty is cumulative. Three-quarter-time faculty will accrue and accumulate sick leave on a prorated basis.

2. Bereavement Leave

Faculty absent because of the death of a member of his or her immediate family will be paid for the faculty member's normally scheduled instructional time scheduled within a period of five (5) consecutive College business days.

"Immediate Family" for purposes of bereavement leave is defined by the Oregon Family Leave Act.

Three (3) days of paid leave will be provided to a faculty member who wishes to attend the funeral of a relative who is not included in the definition of "immediate family" if the funeral falls on a normally scheduled instructional day.

3. Jury Duty

Part-time faculty summoned for jury duty during class time shall be excused for that purpose without loss of pay. Full-time faculty summoned for jury duty shall be excused for that purpose without loss of pay. Any per diem fees received for such duty on a day that would otherwise be a College workday for the faculty member will be paid to the College. The faculty member will present a copy of the jury summons or order to the Office of Human Resources.

Faculty subpoenaed to appear as a witness in a case in court, unless a party to the matter at issue, shall be excused for that purpose without loss of pay. The faculty member will present a copy of the subpoena to the Office of Human Resources. Any witness fees for a day that would otherwise be a College workday for the faculty member will be paid to the College.

If a faculty member is requested to serve as an expert witness and the pay for such duties exceeds the normal salary for that period of time, faculty may retain payment for such expert witness services and will not be paid for that period of time by the College.

4. Personal Day

Full-time, three-quarter-time, and associate part-time (non-three-quarter-time) faculty will be granted one (1) paid personal day each academic year. The personal day will be granted at the beginning of summer term. The leave may be used only on a College business day that is also a day that the instructor normally works. The number of hours reported for pay will be equal to the number of instructional hours that the faculty would have taught on that particular day. The personal day must be used by the last day of the spring term. Unused personal days may not be carried forward to succeeding academic years.

Faculty shall request to take such leave by submitting a Time-Off Request through the payroll software system. Except in case of emergency, faculty will submit their requests for such leave at least two (2) weeks in advance to the Vice

784 President of Academic Affairs/designee. In emergency situations, the request will
785 be submitted as soon as practicable.

786
787 Except in case of an emergency, faculty will not be granted a personal day during
788 the first week of class, during finals week, on a scheduled in-service day, or for a
789 workday that falls before and/or after a day designated as a holiday on the
790 College's calendar of instruction.

791
792 5. Professional Development Leave

793
794 The purpose of professional development leave is to provide eligible faculty
795 members with an opportunity for professional growth and development, thereby
796 substantially enhancing their future service to the College. Professional
797 development leave includes activities for intellectual and professional growth and
798 development by study, research, travel, or other creative activities. The ultimate
799 objective for professional development leave is for the improvement of service to
800 Oregon Coast Community College.

801 a. General Guidelines for Professional Development Leave

802 i. Leaves may be granted for a duration of one academic term for one
803 faculty member per year. Faculty may be asked by the College to delay
804 their professional development leave for up to one academic year.

805 ii. Pay for faculty on professional development leave shall be as follows:

806 1. Faculty on professional development leave for one academic term
807 shall be paid one-half of their full salary throughout the duration of
808 that leave.

809
810 iii. Each applicant shall submit a proposal to the Professional Development
811 Committee that describes how the proposed project will enhance the
812 faculty's knowledge and skills upon returning from the Professional
813 Development Leave and contribute to the College's goals and priorities.
814 Requests for professional development leaves shall be made to the
815 Professional Development Committee at least 1 academic year in
816 advance of the leave. The Committee will make a recommendation to
817 the Vice President of Academic Affairs for final approval.

818
819 The College will only approve a Professional Development Leave if,

- 820
821 1. A qualified faculty replacement is available
822
823 2. All course material can be used by the replacement
824 faculty, with permission from the faculty member
825 on leave.

- iv. The College agrees to provide benefits on the same terms and conditions as available to faculty members not on Professional Development Leave.
- v. Sick leave will not accrue during the leave. Returning faculty members shall be placed at the salary level which would have been attained had the faculty member not been on leave.
- vi. A faculty member granted a professional development leave agrees to return to service for the College for an amount of time equal to twice the length of the leave. If the employee cannot meet this obligation, the College may request that the employee repay all or a portion of their salaries and fringe benefits received while on leave.

b. Eligibility

- i. First Eligibility: After five (5) academic years of continuous service as a full-time faculty, a faculty member may request a professional development leave not to exceed one academic term. Faculty members continue to remain eligible for professional development leave even though they do not apply for professional development leave when first eligible for the leave.
- ii. Subsequent Eligibility: Faculty members are eligible for a second professional development leave, and succeeding leaves thereafter, after five (5) academic years of continuous service has elapsed since a previous professional development leave was granted.

B. Unpaid Leave

1. Professional Leave

Faculty employed by the College for nine (9) terms out of the previous twelve (12) terms may be granted up to four (4) terms of unpaid leave for the purposes of professional development. Also, the faculty member must have taught at least nine (9) consecutive terms with the College, not including summer term, since any prior professional leave was taken. A Leave of Absence Request form must be submitted through the Vice President of Academic Affairs/designee, if applicable, for approval. On the request form the faculty member must indicate his or her date of return to work.

Upon return from an approved professional leave, the faculty member will be placed at the salary level the faculty member had attained immediately prior to the leave. In addition, upon return from an approved professional leave, (1) a full-time faculty member will retain his or her full-time status and corresponding instructional workload; and (2) an associate part-time faculty member will be given course assignments, provided sufficient courses for which they are qualified

to teach are planned. Failure to return from a leave on the designated return date will be deemed voluntary separation of employment.

The purpose of professional leave is to provide faculty an opportunity for professional growth and development, thereby enhancing the quality of their future service to the College.

Appropriate professional leave activities may include: admission to a recognized college, university, or technical school for the purpose of advanced education, leading to a higher degree or certificate; a work experience program designed to update or upgrade technical skills related to the faculty's instructional area, or discipline; personal study, research, writing or other project related to the faculty's instructional area, or discipline; travel related to the improvement of instructional abilities in the faculty's instructional area, or discipline; and a program designed to meet the multiple objectives such as study, research, special project, work experience and/or travel.

2. Family and Medical Leave

Family and medical leaves will be granted in accordance with applicable state and federal laws.

3. Military Leave

Military leave will be granted in accordance with applicable state and federal laws.

ARTICLE XI – IN-SERVICE, CONTINUING EDUCATION, AND OTHER PROFESSIONAL DEVELOPMENT

A. In-Service Education

Full-time and three-quarter-time faculty are expected to participate during Fall and Spring In-Service activities as part of their regular assignment and without extra pay. No single in-service shall exceed 8 hours in length. If additional in-service programs occur outside the contract year, full-time and three-quarter-time faculty will be compensated at the meeting rate.

Part-time faculty attending In-Service will be paid at the meeting rate. Part-time faculty are expected to attend the annual Part-Time Faculty In-Service Night. Part-time faculty unable to attend the evening orientation will have the opportunity to view the information asynchronously. Part-time faculty who attend/view the training will be paid at the meeting rate.

915 B. Continuing Education and Professional Development

- 916
- 917 1. The College is committed to providing professional development and continuing
- 918 education opportunities to its faculty and will provide budgeted funds for such
- 919 purpose. Faculty may request leave for attendance at educational programs and
- 920 other professional development activities directly related to the discipline they
- 921 teach. Proposed educational program and professional development
- 922 expenditures and any applicable leave must be approved in advance by the Vice
- 923 President of Academic Affairs/designee. If the request is granted, the College
- 924 will inform the faculty what expenses, if any, will be paid by the College for
- 925 travel, registration, materials, and related expenses. The College will provide a
- 926 response to such a request within ten (10) working days, not including working
- 927 days when the Vice President of Academic Affairs is absent.
- 928
- 929 2. The College will pay dues for one professional association for each full-time,
- 930 three-quarter-time, and associate part-time faculty when association membership
- 931 is directly related to the discipline of the faculty and approved in advance by the
- 932 Vice President of Academic Affairs/designee.
- 933

934 **ARTICLE XII – TRAVEL, MEALS, & MISC. REIMBURSEMENT**

935

936 A. Travel and Mileage

937

938 All work-related travel must have prior authorization from the Vice President of

939 Academic Affairs/designee.

940

941 The cost of home-to-work and work-to-home travel is not reimbursable.

942

943 When attending approved special assignments or workshops at locations other than the

944 normal worksite, faculty will be compensated for mileage less their round-trip distance

945 from home to work.

946

947 Authorized mileage and meals will be reimbursed in accordance with college policy.

948

949 Transportation by means other than Privately Owned Vehicle (POV) will be submitted on

950 a requisition, approved by the Vice President of Academic Affairs/designee, to the

951 Business office for approval and coordination.

952

953 In recognition of the need for the timely submission of claims and the importance of

954 accurately reflecting expenses, faculty members will submit travel, meals & misc. claims

955 by the end of the month in which travel took place or within five (5) working days of the

956 event, whichever is later. All travel reimbursement will be subject to the tax laws as

957 prescribed by the Internal Revenue Service.

B. Lodging

Lodging expenses for faculty on official College business will be paid at single commercial rates; the expenses must be pre-approved by the Vice President of Academic Affairs/designee. A requisition for lodging will be submitted to the Business Office for making reservations and payment arrangements. Receipts approved for payment must be submitted to the Business Office for reimbursement.

Faculty accompanied by family or guests must pay any additional expenses above the single commercial rate.

ARTICLE XIII – TUITION WAIVERS

College (OCCC) tuition shall be waived for faculty and for eligible faculty dependents, as defined by the Internal Revenue Service, who enroll in classes at the College. Eligible dependents are defined by the IRS as spouse, domestic partner and/or unmarried dependent children under age 26. Such classes may be taken with or without credit.

Faculty will register for College (OCCC) classes during the faculty's non-working hours and in accordance with current College registration policies and procedures for those receiving tuition waivers.

Attendance at any class by a faculty will not interfere with the faculty's regular instructional assignments and/or responsibilities to students.

The enrollment of a tuition-waiver student will not count towards the minimum enrollment count required for a class to be held, nor will such a student replace a tuition-paying student. Faculty must pay all lab fees and cost of books and supplies.

Full or three-quarter-time faculty may have their tuition waived up to a maximum of fifteen (15) credit hours per term or up to \$600 of non-credit classes for classes offered by the College.

Part-time faculty may have their tuition waived up to a maximum of eight (8) credit hours per term or up to \$300 of non-credit classes for classes offered by the College.

Classes not offered directly by the College such as Ed2Go, hosted online classes, and SBDC, shall be made available at the cost, if any, incurred by the College.

To use this benefit, a faculty member must be employed and teaching during the current or immediately preceding (not including summer) term in which the tuition waiver is granted and must not have been dismissed or have resigned the faculty member's employment with the College.

ARTICLE XIV – TUITION REIMBURSEMENT

Faculty may apply for tuition reimbursement for non-College college courses, seminars or other study. Faculty may be eligible for tuition reimbursement with a current satisfactory performance evaluation and completion of three terms of teaching assignments during the previous academic year. Reimbursement applies to tuition only; costs incurred in attending classes, mileage, lodging, books, supplies, etc. are not reimbursable items. Such courses must relate directly to the faculty's area of professional expertise.

Reimbursement must be approved in advance by the President through the faculty's immediate supervisor. Criteria used in evaluating the request will include the connection to the College's mission, benefit to both the College and employee and the availability of budgeted funds. Faculty utilizing this benefit must provide in advance on a term-by-term basis a plan of courses to be taken. Faculty must also formally meet with the Vice President of Academic Affairs/designee to review and receive approval of their professional development plan. Faculty must be employed during the current term or have been employed in the previous term, teaching or having taught at least a three-credit course or 30 hours in a faculty capacity.

Reimbursement will be limited to the equivalent cost of nine graduate quarter hours per year based on fees prescribed by the Oregon University System and the tuition rates of Oregon State University in use at the time of the faculty member's request.

ARTICLE XV – RETIREMENT

A. Retirement

In accordance with established PERS directives, the College provides a retirement plan through the Public Employees Retirement System (PERS). PERS membership is available to employees who are appointed to PERS qualifying positions. OCCC will pay the employer contribution and will, additionally, "pick up" the employee contribution to the plan for eligible members. Part-time employees appointed to positions which do not meet this requirement may still be eligible if working concurrently for another PERS covered employer. At all times, the College will comply with PERS statutes, regulations, and interpretations as well as any other laws affecting PERS.

B. Voluntary Retirement Plans

The College offers its faculty the opportunity to participate in a variety of 403(b) tax-deferred compensation plans, also known as Tax-Sheltered Annuities (TSA's).

Participation in these plans is strictly voluntary and at employee expense. Individual contributions may be made through payroll deduction on a fixed dollar amount or on a percentage basis. Faculty are allowed two changes in contribution amount per tax (calendar) year.

Faculty who voluntarily stop contributions with a signed payroll authorization must wait until the beginning of the following tax (calendar) year to restart contributions.

1048 The College Board will approve all plans offered to employees.
1049
1050
1051

1052 **ARTICLE XVI – EARLY RETIREMENT** 1053

1054 A. General 1055

1056 Early retirement may be a viable option for some full-time faculty who become eligible
1057 for retirement under the Oregon Public Employees Retirement System rules and
1058 regulations. Early retirement shall be mutually agreed to by the retiring faculty member
1059 and the College. A faculty member desiring early retirement must give written notice of
1060 intent to retire to the Office of Human Resources no later than 180 days prior to the
1061 faculty member's effective retirement date. The faculty member's retirement date shall be
1062 June 30 unless a different date is approved by the College President. This time limit
1063 provision may be waived at the discretion of the College President.
1064

1065 B. Eligibility 1066

1067 To qualify for early retirement benefits, the faculty member must (1) have been employed
1068 by Oregon Coast Community College, (2) be at least age fifty-eight (58) but not more
1069 than age sixty-two (62) as of the faculty member's early retirement date, and (3) have
1070 been in a full-time faculty status for a minimum of thirty (30) consecutive terms
1071 (excluding summer terms and any terms during which the faculty member was on an
1072 approved professional leave of absence under the terms of this Agreement) immediately
1073 preceding the application for early retirement.
1074

1075 C. Benefits 1076

1077 An eligible full-time faculty retiree shall, upon approved application, receive a monthly
1078 stipend of \$300 beginning on the payday following the first full month after the date of
1079 retirement.
1080

1081 D. Termination of Payments 1082

1083 Stipend payments will terminate on the first payday after the month in which the retiree
1084 reaches age (65), or after five (5) years have elapsed since the date of retirement,
1085 whichever comes first. If the retired faculty member dies within the time period
1086 described in the preceding sentence, stipend payments will terminate on the first payday
1087 after the date of death. However, the employee's dependent may continue to participate
1088 in the College's health insurance plan in accordance with the terms of the plan.
1089

1090 E. Health Insurance 1091

1092 Full-time faculty members who retire under the provisions of this Article shall be allowed
1093 to participate in the College group health, dental, prescription and vision care plans for
1094 self and eligible dependents, for the period in which the faculty member is receiving

monthly stipends under this Article, subject to approval by the insurance carriers, and provided that the faculty member pays the premiums.

ARTICLE XVII – HOLIDAYS/TEMPORARY CLOSURE

A. Holidays

Full-time and three-quarter-time faculty shall receive six holidays off work without loss of pay during the normal 174-day work year:

Veterans' Day	Martin Luther King Jr.'s Birthday
Thanksgiving Day	Presidents' Day
Day After Thanksgiving	Memorial Day
Juneteenth	

When a holiday occurs on Saturday, the preceding Friday will be observed as a holiday. When a holiday falls on Sunday, the following Monday will be a holiday.

If a holiday occurs while the full-time or three-quarter-time faculty is on sick leave, the day will be classified as a holiday and not count against the faculty's accrued sick leave.

Classes will not be scheduled on College-recognized holidays. However, instruction should be planned in such a manner to cover the required course material for the term, including the appropriate amount of class meetings designated for a given term.

B. Temporary Closure

In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency, management may delay opening and/or close some or all College operations. In that case, instructors will not have to report to classes.

Unless the College's operation, including instruction, has been declared closed due to extreme adverse weather, natural disaster, fire or other emergency, instructors are expected to report to assigned classes.

In the event a class is canceled due to inclement weather, it is the instructor's responsibility to provide the missed course content in an alternative appropriate method within the same term.

ARTICLE XVIII – HEALTH & SAFETY

The College and the faculty agree that a safe and healthful work and learning environment contribute to the prevention of injuries and the reduction of property damage.

The College and the faculty will strive to maintain a safe and healthful work and learning environment and will attempt to reduce the number of preventable accidents.

The safety of each instructor and each student is of primary importance to the College. The College shall follow all applicable health and safety laws and regulations and assign its own Safety Officer. A Safety Committee shall be formed pursuant to applicable laws and OR-OSHA regulations.

The College will provide information, materials and/or resources to ensure the faculty have the necessary information for adhering to safety rules. As the College's Safety Officer, the Facilities Manager maintains safety reports regarding accidents, injuries and near misses reported in the workplace. The Safety Officer shall also investigate reports of problems and take necessary corrective action. The Safety Committee will review worksite inspections, all reports, and the subsequent corrective actions taken to remedy reported problems as well as perform other duties and functions as prescribed by applicable laws and OR-OSHA regulations.

Faculty members recognize that contributing to a safe work and educational environment is part of their role as professionals. Therefore, faculty will comply with established health and safety rules as established by law and the College.

Faculty will also communicate safety standards appropriate for the class taught to the students, monitor compliance with those standards by students, and report unsafe conditions, including near misses, and/or practices to the Office of Human Resources. Any faculty member who believes that he/she is working in an unsafe condition or with unsafe equipment will immediately report his/her concerns in writing to the Office of Human Resources.

A faculty member may refuse to work in an alleged unsafe working environment until a final review and decision are made by the Safety Committee and its findings submitted in writing to the faculty member. A faculty member shall be compensated at his/her regular rate of pay during the investigative period.

A faculty member serving on the College's Safety Committee will be compensated at the meeting rate while attending safety meetings, unless their attendance falls under work normally compensated under a staff position.

ARTICLE XIX – WORKERS' COMPENSATION

The College's faculty are insured under the provisions of the Oregon State Workers' Compensation Act.

All faculty will follow College safety guidelines and use prudent safety practices.

Faculty will immediately report any on-the-job accident, injury, or near miss to the Office of Human Resources.

An incident will be documented in writing by the Safety Officer who will ensure that all necessary report forms are completed and submitted, when appropriate, to the College's workers' compensation carrier.

In the event of a compensable injury, the day of the injury will be considered a paid workday. A faculty's sick leave balance will be applied to work absence due to injury. Once the sick leave balance is exhausted, leave without pay may be granted in conjunction with workers' compensation benefits until the instructor returns to work.

Faculty will return to work as soon as the treating physician releases them to return and the faculty member submits the written release from the treating physician to the Office of Human Resources prior to returning to work.

ARTICLE XX – RECRUITMENT

Employment opportunities will be posted at the North, Central and South County Centers, except in emergency situations. There may be additional postings with the Employment Division, the Confederated Tribes of the Siletz, and the Community Services Consortium. In order to broaden the applicant pool, the College may post-employment opportunities for faculty positions in publications outside of Lincoln County.

Emergency appointments may be offered to a currently employed instructor who has the appropriate qualifications.

Faculty will not be considered for additional faculty or staff appointments that will result in them working over forty (40) hours in a work week unless the applicant is willing to relinquish enough of his/her existing appointment(s) to remain within the forty (40) hour limit.

In the formal recruitment process, preference will be given to a qualified employee of the College when he/she is a finalist for a position and all of the finalists present equal qualifications upon interview. Applications from College employees will be subject to the same screening process as outside applicants. College faculty are guaranteed interviews if they meet the minimum qualifications of the position announcement.

Upon notification of selection for a position, the newly hired faculty member will have five (5) weeks from the notice of hire to have current valid college transcripts sent to the Office of Human Resources, serving as official verification that the faculty meets the position's educational requirements, including requisite degrees. Faculty supplying the College with a self-addressed stamped envelope may request to be notified when the transcripts are received. Except for extenuating circumstances, failure of receipt of the transcripts within the required amount of time may result in the offer of employment being rescinded or in the termination of employment of the faculty member.

ARTICLE XXI – EVALUATION

A. Purpose of Evaluation

An effective evaluation system helps the College to assure and improve the quality of its instruction and programs. It affords the opportunity for professional growth and improvement. Also, evaluation related to the improvement of instructional effectiveness is a requirement of the College's accreditation.

Part-time (including three-quarter-time) and full-time faculty evaluation consists of two distinct components:

1. The performance of assigned job duties and related responsibilities. These include adherence to College policies and procedures and the responsibility for fostering safety, non-discrimination, and other elements included in the "Duties and Responsibilities" section of the Faculty Handbook.
2. Professional development activities. These include maintaining certification, if applicable, and upgrading skills through any of a wide range of activities designed to keep pace with changing technology and knowledge in the discipline.

B. Evaluation Methods

A variety of evaluation measures will be used, including but not limited to classroom observation by the Vice President of Academic Affairs/designee, followed by a written narrative; student evaluations after the fifth week of class; and self-evaluation. Faculty will receive a summary of student evaluations and a narrative from the observer about the observation. Faculty members may suggest optimal times and dates for an observation, which will be considered. Student focus groups, portfolios, videotaping and peer evaluations may be requested by faculty as supplemental methods of evaluation. The Vice President of Academic Affairs/designee may schedule a meeting with a faculty member to discuss their evaluation. A faculty member also may respond in writing to an evaluation report. Evaluators must adhere to professional conduct.

Probationary full-time and three-quarter time faculty will be evaluated annually. Newly hired part-time (non-three-quarter-time) faculty will be evaluated by the Vice President of Academic Affairs/designee during their first term of assignment. If requested by either the faculty member or the supervisor, the faculty member and the supervisor will meet to discuss the results of the evaluation and/or the faculty member's plans for professional development.

Temporary full-time and three-quarter-time faculty will be evaluated during their first term of employment.

All other faculty, both full-time and part-time, shall be evaluated by the College but not more than once every two years unless the College determines that additional evaluation

is warranted based on performance. A faculty member may be evaluated at other times upon their request. A faculty member who requests an evaluation will receive an evaluation unless they have already been evaluated within the last two years.

C. Evaluation Report

The Vice President of Academic Affairs/designee will prepare a written report of an evaluation which will be signed by the Vice President of Academic Affairs/designee and the faculty member under review. For probationary faculty, the report will include whether the faculty member is recommended for renewal of probationary appointment. The report will include the preliminary Evaluation Plan for the next year, when applicable. A copy of the report will be supplied to the faculty member and the original report will be sent to the Office of Human Resources for inclusion in the employee's personnel file.

ARTICLE XXII – PERSONNEL FILES

An official personnel file will be maintained by the Office of Human Resources for each faculty member. The personnel file is to be considered the official record of the individual's employment with the College.

Faculty members may review their personnel file during regular office hours after providing the Office of Human Resources with 24 hours' notice. A representative of the Union may review the contents of a faculty member's personnel file after the College has received a signed written request from the faculty member authorizing such review by the Union representative. Faculty members may receive copies of materials in their personnel files. Faculty members must pay the cost of the reproduction.

College-designated supervisors, including the Vice President of Academic Affairs/designee, and the Office of Human Resources, will have access to the personnel files of employees they supervise. The Board, College President, and College legal counsel will also have access. The College will notify a faculty member if any Board member reviews the faculty member's personnel file.

The faculty member reserves the right to include in their personnel file a written response to any material placed in their file. Documents relating to assessment or discipline shall be signed or initialed by the faculty member before placement in the personnel file, indicating the material has been read. In the event that the faculty member refuses to sign, such will be noted on the document(s) and the document(s) will be placed in the personnel file.

ARTICLE XXIII – DISCIPLINE

Disciplinary action may be taken for just cause. Disciplinary action shall be progressive unless a more severe sanction is warranted. The College will make every reasonable effort to administer disciplinary action in private. At the option and request of the faculty member, he/she may have a Union representative present at any investigatory meeting between the College and the faculty member that reasonably may lead to disciplinary action against the faculty member. The College will notify the faculty member in advance of any meeting scheduled for such purpose.

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1327
1328 **ARTICLE XXIV – SEPARATION FROM EMPLOYMENT**
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1330 A. Notice
1331

1332 The parties recognize the volatile nature of the economy and legislative dictates. The
1333 parties also recognize that part-time faculty employment is term by term, and that the
1334 College makes efforts to keep faculty informed of the likelihood of employment. When
1335 it becomes clear to the College that a faculty member's position will end for
1336 programmatic reasons, the College will notify the faculty member as soon as practicable
1337 but not later than forty-five (45) days before the final day of a full-time or
1338 three-quarter-time faculty member's annual contract. If the faculty member receives
1339 insurance contributions under Article IX.D., employment will be continued into the
1340 month following the end of the position, or the College will make arrangements to pay
1341 the same insurance contribution in the month following the end of the position.

1342 B. Layoff and Recall
1343

1344 The College may lay off a unit member because of abolition of position, shortage of
1345 funds or work, a material change in duties, or changes in the organization the College
1346 determines warrant a layoff.
1347

1348 No temporary or permanent separation of a unit member from the College as a penalty or
1349 disciplinary action will be considered a layoff.
1350

1351 Any full or three-quarter-time faculty position (as defined in Article V) facing a layoff
1352 will be eligible for recall.
1353

1354 During a period of up to 6 academic terms (including Summer terms) following layoff,
1355 any affected faculty member will be recalled into their former position. The affected unit
1356 member will be responsible for maintaining with the College a current address, e-mail
1357 address, and telephone number where the member can be contacted.
1358

1359 For 4 academic terms (including summer term) following the date of layoff, any affected
1360 faculty member will be offered any courses previously taught at the College, not to
1361 exceed part-time status.
1362

1363 An employee on layoff status will lose all recall rights upon the occurrence of either of
1364 the following:
1365

- 1366 1. If the affected faculty member declines the recall rights,
- 1367
- 1368 2. Fails to respond within one week following the College sending a written
1369 employment offer.

1370 A faculty member recalled to their former position will have all accrued sick leave
1371 restored to the original balance at the time of the layoff.
1372
1373

1374 **ARTICLE XXV – GRIEVANCE PROCEDURE**

1375
1376 A. Purpose
1377

1378 The purpose of this procedure is to secure, at the lowest possible level, solutions to
1379 disputes relating to the administration of this Agreement which may from time to time
1380 arise. A faculty member covered by this Agreement or the Union may file a grievance in
1381 accordance with the terms of this Article.
1382

1383 B. Definitions
1384

- 1385 1. Grievance: An allegation that a specific section of this Agreement has
1386 been violated.
- 1387 2. Grievant: A faculty member(s) who alleges a violation of this Agreement.
1388 A grievant may also be the Union when the Union alleges a violation by
1389 the College of a provision in this Agreement that specifically grants a right
1390 to the Union as an organization.
1391
- 1392 3. Days: Monday through Friday, excluding Saturdays and Sundays and
1393 College-observed holidays. "Days" shall also mean those College
1394 workdays that occur during term breaks.
1395
- 1396 4. Occurrence: When the grievant knew or reasonably should have known of
1397 the event giving rise to the alleged violation.
1398

1399 A grievance shall not include, and this grievance procedure shall not apply to: (a) any
1400 matter as to which the College is without authority to act; (b) any matter as to which the
1401 faculty member has sought relief in another forum established by state or federal law;
1402 (c) performance evaluations; (d) any prior grievance already remedied at any procedural
1403 level mentioned in this article; (e) a College-scheduled separation of a faculty member at
1404 the end of temporary assignment; or (f) the dismissal of a probationary, full-time faculty
1405 member.
1406

1407 At the option and request of the grievant, the grievant may represent him or herself at
1408 steps one through three of the grievance procedure and may have a Union representative
1409 present at steps two and/or three of the grievance procedure.
1410

1411 C. Procedures
1412

- 1413 Step 1 The grievant shall, within twenty days of the occurrence, discuss the
1414 alleged violation with his/her immediate supervisor. The immediate
1415 supervisor shall have ten (10) days from the initial meeting in which to
1416 respond orally to the grievant about the matter discussed. If the matter
1417 cannot be satisfactorily resolved at this level, the grievant may proceed to
1418 step 2.
1419
- 1420 Step 2 If the matter remains unresolved, the grievant shall submit the problem
1421 clearly and completely in writing to the Vice President of Academic
1422 Affairs/designee within ten (10) days following the immediate supervisor's
1423 oral response. The written statement shall contain:
1424
- 1425 a. The date of the occurrence.

- b. A statement of the grievance.
- c. The specific article(s) of this Agreement allegedly violated.
- d. The date of the initial discussion of the occurrence with the immediate supervisor.
- e. The immediate supervisor's response to the grievance presented at the first step.
- f. The remedy sought to resolve the grievance.

The grievant shall submit a copy of the grievance to his/her immediate supervisor and to the Office of Human Resources.

The Vice President of Academic Affairs/designee shall submit a written response to the grievant within ten (10) days of receipt of the written grievance.

If the grievance is not satisfactorily resolved, the grievant may proceed to step 3 within ten (10) days of the Vice President of Academic Affairs/designee's written reply.

Step 3

The grievant shall submit the written grievance to the College President within ten (10) days of receipt of the Vice President of Academic Affairs/designee's written response at step 2. The written grievance shall contain the information described in paragraphs a – f of step 2.

The grievant shall submit an informational copy to the Office of Human Resources. The College President or assigned designee shall conduct a meeting, during which the grievant shall have the opportunity to present the basis for the grievance. The grievant's immediate supervisor, the Vice President of Academic Affairs/designee, and the Office of Human Resources may be present at the meeting. The President or assigned-designee shall submit a written response to the grievant within ten (10) days of the meeting.

Step 4

Arbitration. The Union may appeal the President's decision by the submission to the President of a request for arbitration within ten (10) days of the completion of the step 3 procedures except that any grievance over an oral or written reprimand may not be submitted to arbitration. The parties agree that step 3 of the grievance procedure shall be the final step regarding any grievance over an oral or written reprimand.

Upon receipt by the College of a request for arbitration by the Union, the Union and the College shall have ten (10) days in which to mutually agree upon an arbitrator. If none is selected, the parties shall request from the Oregon Employment Relations Board a list of five (5) arbitrators. The parties shall alternately strike one name from the list until only one name remains. The remaining person will be the arbitrator. The Union shall strike first.

1477
1478 The arbitrator shall render a decision within thirty (30) days following the
1479 close of the hearing. The decision of the arbitrator shall be final and
1480 binding upon the College, the Union, and the grievant to the extent that the
1481 decision is within the authority of the arbitrator. The arbitrator shall have
1482 no authority to add to, subtract from, or to alter the provisions of this
1483 agreement.
1484

1485 In cases involving suspension or dismissal, the arbitrator may in no case
1486 order reinstatement in any instance in which the alleged contractual
1487 violation(s) is procedural rather than substantive.
1488

1489 Expenses incident to the services of the arbitrator shall be shared equally
1490 by the College and the Union. Each party shall be responsible for all cost of
1491 presenting its own case at arbitration.
1492

1493 **D. Time Limits**
1494

1495 The time limits in this article shall not be extended or modified except by written
1496 agreement of the parties. A failure by the College at any step of the grievance procedure
1497 to issue a response within a time limit specified in this article will allow the grievant to
1498 proceed to the next step. A failure by the grievant or the Union to comply with any time
1499 limit specified in this article shall constitute an acceptance of the College's position on
1500 the matter.
1501
1502

1503 **ARTICLE XXVI – NO STRIKES/NO LOCKOUTS**
1504

1505 Unit members and the Union and its officers and agents will not call, encourage, support, or in
1506 any way be involved in any form of strike, boycott, slowdown, work stoppage or picketing, and
1507 the College will not lock out employees during the term of this Agreement. Any employee who
1508 engages in any conduct prohibited by the preceding sentence will be subject to disciplinary
1509 action up to and including discharge at the College's discretion. If any activity occurs by
1510 employees which violates this provision, the Union will use its best efforts to terminate the
1511 activity as soon as possible.
1512
1513

1514 **ARTICLE XXVII – FUNDING**
1515

1516 The economic provisions contained in this Agreement are based upon expectations and
1517 conditions that the amounts of annual revenue in the General Fund of the College will not be
1518 reduced by more than six percent (6%) in any one fiscal year. If the College experiences a
1519 demonstrable revenue reduction, as opposed to a projected loss, of greater than six percent
1520 (6%), the College may reopen the economic provisions of this Agreement to renegotiate those
1521 provisions for the remaining years of the Agreement.
1522

1523 The College will give the Union reasonable and timely written notification to reopen
1524 the economic provisions of this Agreement, along with financial data demonstrating the reduced

revenue of the College, and the parties will meet promptly to commence negotiations. Salaries and benefits will be frozen at the levels that were in effect on the date the Union received the College's written notification until either an agreement on revised economic provisions is reached or the statutory bargaining process is concluded.

ARTICLE XXVIII – LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established. The committee is established by the College and the Union from a desire to develop better day-to-day communication practices and to achieve and maintain a mutually beneficial relationship through the use of a continuing communication program.

The purpose of the committee is to discuss, explore and study those problems referred to it by the parties to this Agreement. The committee by mutual agreement shall be authorized to make recommendations on those problems which have been discussed, explored and studied.

In order to have frank and open discussions, the committee shall have no authority to change, delete or modify any of the terms of this Agreement, not to settle grievances arising under the contract. Committee discussions shall not be publicized except for those mutually agreed-upon recommendations.

The committee shall be composed of three representatives from the bargaining unit and three representatives from the College and shall meet at the request of either party during the period of the Agreement.

ARTICLE XXIX – COMPLETE AGREEMENT

This Agreement modifies or replaces the College's policies and practices which are in conflict with a provision of this Agreement. Otherwise, this Agreement does not eliminate, reduce, or diminish any current management rights, policies or any employment relations which are established by past practice.

The parties agree that they have had full opportunity to negotiate over mandatory subjects of bargaining and that all agreements reached during bargaining are reflected in this Agreement. After ratification, this Agreement shall not be modified in whole or in part except by the mutual consent of the parties in a written amendment.

ARTICLE XXX – SEPARABILITY

In the event any provision or provisions of this Agreement are declared invalid by a tribunal of competent jurisdiction, the provisions or provisions shall no longer be operative or binding on

the parties. The remaining provisions of this Agreement shall continue in full force and effect. In such cases, the College and the Union shall commence collective bargaining negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for the invalid provision or provisions.

ARTICLE XXXI – DURATION

This Agreement is effective on the date of its ratification by the employees and shall continue in full force and effect through June 30, 2023.

AFT-Oregon Coast
United Employees, Local 6020, AFT,
AFL-CIO

Oregon Coast Community College

By: 
Oscar Juarez, Vice President Local 6020

By: 
Dr. Birgitte Ryslinge, President

Date

6/22/23

Date

6/22/23

APPENDIX A

Full-time Faculty Salaries

Step Increase =	2%	2020-21	2021-23		2020-21	2021-23	2%	2020-21	2021-23		2020-21	2021-23
Structural Adjustment		2%	0%		2%	0%		2%	0%		2%	0%
Annual	STEP 4	45383	45383	STEP 11	52131	52131	STEP 18	59882	59882	STEP 25	68786	68786
Monthly (12)		3782	3782		4344	4344		4990	4990		5732	5732
Monthly (9)		5043	5043		5792	5792		6654	6654		7643	7643
Daily		261	261		300	300		344	344		395	395
Annual	STEP 5	46291	46291	STEP 12	53174	53174	STEP 19	61080	61080	STEP 26	70162	70162
Monthly (12)		3858	3858		4431	4431		5090	5090		5847	5847
Monthly (9)		5143	5143		5908	5908		6787	6787		7796	7796
Daily		266	266		306	306		351	351		403	403
Annual	STEP 6	47217	47217	STEP 13	54237	54237	STEP 20	62301	62301	STEP 27	71565	71565
Monthly (12)		3935	3935		4520	4520		5192	5192		5964	5964
Monthly (9)		5246	5246		6026	6026		6922	6922		7952	7952
Daily		271	271		312	312		358	358		411	411
Annual	STEP 7	48161	48161	STEP 14	55322	55322	STEP 21	63547	63547	STEP 28	72996	72996
Monthly (12)		4013	4013		4610	4610		5296	5296		6083	6083
Monthly (9)		5351	5351		6147	6147		7061	7061		8111	8111
Daily		277	277		318	318		365	365		420	420
Annual	STEP 8	49124	49124	STEP 15	56428	56428	STEP 22	64818	64818	STEP 29	74456	74456
Monthly (12)		4094	4094		4702	4702		5402	5402		6205	6205
Monthly (9)		5458	5458		6270	6270		7202	7202		8273	8273
Daily		282	282		324	324		373	373		428	428
Annual	STEP 9	50107	50107	STEP 16	57557	57557	STEP 23	66115	66115	STEP 30	75945	75945
Monthly (12)		4176	4176		4796	4796		5510	5510		6329	6329
Monthly (9)		5567	5567		6395	6395		7346	7346		8438	8438
Daily		288	288		331	331		380	380		436	436
Annual	STEP 10	51109	51109	STEP 17	58708	58708	STEP 24	67437	67437	STEP 31	77464	77464
Monthly (12)		4259	4259		4892	4892		5620	5620		6455	6455
Monthly (9)		5679	5679		6523	6523		7493	7493		8607	8607
Daily		294	294		337	337		388	388		445	445

Three quarter-time Faculty Rates

Step Increase =	2%	2020-21	2021-23		2020-21	2021-23	2%	2020-21	2021-23		2020-21	2021-23
Structural Adjustment		2%	0%		2%	0%		2%	0%		2%	0%
Annual	STEP 4	34038	34038	STEP 11	39099	39099	STEP 18	44912	44912	STEP 25	51590	51590
Monthly (12)		2836	2836		3258	3258		3743	3743		4299	4299
Monthly (9)		3782	3782		4344	4344		4990	4990		5732	5732
Daily		196	196		225	225		258	258		296	296
Annual	STEP 5	34719	34719	STEP 12	39881	39881	STEP 19	45811	45811	STEP 26	52622	52622
Monthly (12)		2893	2893		3323	3323		3818	3818		4385	4385
Monthly (9)		3858	3858		4431	4431		5090	5090		5847	5847
Daily		200	200		229	229		263	263		302	302
Annual	STEP 6	35413	35413	STEP 13	40679	40679	STEP 20	46727	46727	STEP 27	53674	53674
Monthly (12)		2951	2951		3390	3390		3894	3894		4473	4473
Monthly (9)		3935	3935		4520	4520		5192	5192		5964	5964
Daily		204	204		234	234		269	269		308	308
Annual	STEP 7	36121	36121	STEP 14	41492	41492	STEP 21	47661	47661	STEP 28	54748	54748
Monthly (12)		3010	3010		3458	3458		3972	3972		4562	4562
Monthly (9)		4013	4013		4610	4610		5296	5296		6083	6083
Daily		208	208		238	238		274	274		315	315
Annual	STEP 8	36844	36844	STEP 15	42322	42322	STEP 22	48615	48615	STEP 29	55843	55843
Monthly (12)		3070	3070		3527	3527		4051	4051		4654	4654
Monthly (9)		4094	4094		4702	4702		5402	5402		6205	6205
Daily		212	212		243	243		279	279		321	321
Annual	STEP 9	37581	37581	STEP 16	43168	43168	STEP 23	49587	49587	STEP 30	56960	56960
Monthly (12)		3132	3132		3597	3597		4132	4132		4747	4747
Monthly (9)		4176	4176		4796	4796		5510	5510		6329	6329
Daily		216	216		248	248		285	285		327	327
Annual	STEP 10	38332	38332	STEP 17	44032	44032	STEP 24	50579	50579	STEP 31	58099	58099
Monthly (12)		3194	3194		3669	3669		4215	4215		4842	4842
Monthly (9)		4259	4259		4892	4892		5620	5620		6455	6455
Daily		220	220		253	253		291	291		334	334

Part-time Faculty Rates

SECTION 1 - LECTURE RATES

Credit Amount Per Term			Credit Index and Cancellation			Low Enrollment Rate Index		
Step	2021-22	2022-23	Step	2021-22	2022-23	Step	2021-22	2022-23
1	576	587	1	50.82	51.83	1	33.04	33.70
2	589	601	2	52.09	53.13	2	33.86	34.54
3	604	616	3	53.39	54.46	3	34.71	35.40
4	620	632	4	54.72	55.82	4	35.58	36.29
5	635	647	5	56.09	57.21	5	36.47	37.20
6	651	664	6	57.49	58.64	6	37.38	38.13
7	668	681	7	58.93	60.11	7	38.31	39.08
8	684	697	8	60.40	61.61	8	39.27	40.06
9	701	715	9	61.91	63.15	9	40.25	41.06
10	719	733	10	63.46	64.73	10	41.26	42.08
11	737	752	11	65.05	66.35	11	42.29	43.14
12	755	770	12	66.67	68.01	12	43.35	44.21
13	774	789	13	68.34	69.71	13	44.43	45.32
14	793	809	14	70.05	71.45	14	45.54	46.45
15	813	830	15	71.80	73.24	15	46.68	47.61
16	834	851	16	73.60	75.07	16	47.85	48.80
17	854	871	17	75.44	76.94	17	49.04	50.02
18	876	893	18	77.32	78.87	18	50.27	51.27
19	898	915	19	79.25	80.84	19	51.53	52.56
20	920	939	20	81.24	82.86	20	52.81	53.87
21	943	962	21	83.27	84.93	21	54.13	55.22
22	967	986	22	85.35	87.06	22	55.49	56.60
23	991	1011	23	87.48	89.23	23	56.88	58.01

SECTION 2 - COMBINATION RATES

Credit Amount Per Term			Credit Index and Cancellation			Low Enrollment Rate Index		
Step	2021-22	2022-23	Step	2021-22	2022-23	Step	2021-22	2022-23
1	459	469	1	40.65	41.47	1	26.42	26.94
2	471	480	2	41.67	42.50	2	27.08	27.62
3	483	492	3	42.71	43.57	3	27.75	28.31
4	495	505	4	43.78	44.66	4	28.45	29.02
5	507	517	5	44.87	45.77	5	29.16	29.74
6	520	530	6	46.00	46.92	6	29.89	30.48
7	533	543	7	47.15	48.09	7	30.63	31.25
8	546	557	8	48.33	49.29	8	31.40	32.03
9	560	571	9	49.53	50.52	9	32.18	32.83
10	574	585	10	50.77	51.79	10	32.99	33.65
11	588	600	11	52.04	53.08	11	33.81	34.49
12	603	615	12	53.34	54.41	12	34.66	35.35
13	618	630	13	54.68	55.77	13	35.53	36.24
14	633	646	14	56.04	57.16	14	36.41	37.14
15	649	662	15	57.44	58.59	15	37.32	38.07
16	665	679	16	58.88	60.06	16	38.26	39.02
17	682	696	17	60.35	61.56	17	39.21	40.00
18	699	713	18	61.86	63.10	18	40.19	41.00
19	717	731	19	63.41	64.68	19	41.20	42.02
20	734	749	20	64.99	66.29	20	42.23	43.07
21	753	768	21	66.62	67.95	21	43.28	44.15
22	772	787	22	68.28	69.65	22	44.37	45.25
23	791	807	23	69.99	71.39	23	45.48	46.39

SECTION 3 - ABE/GED/ESOL RATES

Contact Hour Rate Index			Low Enrollment Rate Index		
Step	2021-22	2022-23	Step	2021-22	2022-23
1	40.65	41.47	1	26.42	26.94
2	41.67	42.50	2	27.08	27.62
3	42.71	43.57	3	27.75	28.31
4	43.78	44.66	4	28.45	29.02
5	44.87	45.77	5	29.16	29.74
6	46.00	46.92	6	29.89	30.48
7	47.15	48.09	7	30.63	31.25
8	48.33	49.29	8	31.40	32.03
9	49.53	50.52	9	32.18	32.83
10	50.77	51.79	10	32.99	33.65
11	52.04	53.08	11	33.81	34.49
12	53.34	54.41	12	34.66	35.35
13	54.68	55.77	13	35.53	36.24
14	56.04	57.16	14	36.41	37.14
15	57.44	58.59	15	37.32	38.07
16	58.88	60.06	16	38.26	39.02
17	60.35	61.56	17	39.21	40.00
18	61.86	63.10	18	40.19	41.00
19	63.41	64.68	19	41.20	42.02
20	64.99	66.29	20	42.23	43.07
21	66.62	67.95	21	43.28	44.15
22	68.28	69.65	22	44.37	45.25
23	69.99	71.39	23	45.48	46.39

SECTION 4 - MISCELLANEOUS

Special Project Rates			Meetings/Training/Tutoring Rates		
Step	2021-22	2022-23	Step	2021-22	2022-23
1	25.57	25.57	All	25.00	25.00
2	26.21	26.21			
3	26.87	26.87			
4	27.54	27.54			
5	28.23	28.23			
6	28.93	28.93			
7	29.66	29.66			
8	30.40	30.40			
9	31.16	31.16			
10	31.94	31.94			
11	32.74	32.74			
12	33.55	33.55			
13	34.39	34.39			
14	35.25	35.25			
15	36.13	36.13			
16	37.04	37.04			
17	37.96	37.96			
18	38.91	38.91			
19	39.89	39.89			
20	40.88	40.88			
21	41.90	41.90			
22	42.95	42.95			
23	44.03	44.03			

APPENDIX B

OREGON COAST COMMUNITY COLLEGE Memorandum of Understanding Workload Workgroup

The Parties agree that a transition to a more accurate and equitable workload calculation is needed. For the duration of this 2021-2023 CBA, workload calculations will remain at status quo language. The Parties agree to form a joint workgroup to design this system by June 30, 2023 for implementation by Fall term 2023.

The workgroup shall consist of no more than 4 representatives from the College and no more than 4 representatives from the Union. The representatives must be able to commit to the duration of the workgroup to ensure continuity and forward progression. The committee will establish a timeline for meeting and a communication plan.

The product of the workgroup may be considered by the Union and the College for inclusion in the CBA or may be implemented by other means mutually agreed to by the Union and the College.

The primary objectives of the workgroup are to 1) create a fair, data and fact-based system for calculating workload for each type of instruction and faculty work assignment beyond the classroom; 2) institute a process for calculating and documenting individual workload; 3) create a system from which pay will be calculated, in contrast to the previous system; and 4) create a system, that to the extent possible, does not negatively impact the pay of individual faculty.

The areas of focus for workload calculation will include 1) equitable workload credit equivalents for both full time and part time instructors, 2) calculating full-time faculty workload assignments over the academic year, and 3) budget neutrality, recognizing that workload is not a mechanism for increasing compensation.

APPENDIX C

OREGON COAST COMMUNITY COLLEGE

Memorandum of Understanding

Hyflex Course Compensation

Effective September 1, 2021, there will be additional compensation paid to full, three-quarter or part-time faculty who teach Hyflex courses. The compensation for each year of the Agreement shall be calculated as \$150 per credit for each course taught.

Hyflex courses are defined as any course in which a single cohort of students can choose to participate in either asynchronous and/or synchronous learning environments within the same section. This does not include Hybrid courses in which all students must participate in the same synchronous or asynchronous learning environment within the section.