FACULTY AND ACADEMIC PROFESSIONAL AGREEMENT

BETWEEN

PORTLAND COMMUNITY COLLEGE DISTRICT

AND

PORTLAND COMMUNITY COLLEGE FEDERATION OF FACULTY AND ACADEMIC PROFESSIONALS

SEPTEMBER 1, 2023 - AUGUST 31, 2027

TABLE OF CONTENTS

GENERAL

PREAMBLE……5

ARTICLE 1 - DEFINITIONS 5

ARTICLE 2 - RECOGNITION 8

CONDITIONS OF EMPLOYMENT

ARTICLE 3 - APPOINTMENT OF FULL-TIME FACULTY AND ACADEMIC PROFESSIONALS AND PART-TIME ACADEMIC PROFESSIONALS 9

ARTICLE 4 - EMPLOYMENT OF PART-TIME FACULTY 17

ARTICLE 5 - PROFESSIONAL DUTIES 22

ARTICLE 6 - HOURS AND WORKLOAD OF FULL-TIME FACULTY AND ACADEMIC PROFESSIONALS AND PART-TIME ACADEMIC PROFESSIONALS 27

ARTICLE 7 - FACULTY AND ACADEMIC PROFESSIONAL ASSESSMENT 39

ARTICLE 8 - OVERLOADS AND FOURTH TERM EMPLOYMENT 47

ARTICLE 9 - SUBSTITUTES 49

ARTICLE 10 - COLLEGE LOCATION ASSIGNMENTS 50

ARTICLE 11 - EMPLOYEE FILES 51

ARTICLE 12 - JOB SHARING 52

ARTICLE 13 - ACADEMIC FREEDOM 55

COMPENSATION AND BENEFITS

ARTICLE 14 - RETIREMENT 56

ARTICLE 15 - TUITION WAIVER 57

ARTICLE 16 - SALARY AND HOLIDAYS FOR FULL-TIME FACULTY AND ACADEMIC PROFESSIONALS AND PART-TIME ACADEMIC PROFESSIONALS 58

ARTICLE 17 - INSURANCE BENEFITS FOR FULL-TIME FACULTY AND ACADEMIC PROFESSIONALS AND PART-TIME ACADEMIC PROFESSIONALS 64

ARTICLE 18 - PART-TIME FACULTY SALARIES AND BENEFITS 65

ARTICLE 19 - ABSENCES AND LEAVES 70

ARTICLE 20 - PROFESSIONAL LEAVE 79

DUE PROCESS

ARTICLE 21 - NONDISCRIMINATION 83

ARTICLE 22 - DISCIPLINE AND DISMISSAL 84

ARTICLE 23 - NON-RENEWAL 86

ARTICLE 24 - REDUCTION IN FORCE 89

ARTICLE 25 - GRIEVANCE PROCEDURE 94

MISCELLANEOUS WORKING CONDITIONS

ARTICLE 26 - PARTICIPATION & COLLEGE SERVICE 99
ARTICLE 27 - HEALTH AND SAFETY 101
ARTICLE 28 - INTELLECTUAL PROPERTY RIGHTS 102

OTHER

ARTICLE 29 - MANAGEMENT RIGHTS 103
ARTICLE 30 - FEDERATION RIGHTS 103
ARTICLE 31 - DUES AND MEMBERSHIP 106
ARTICLE 32 - CONTRACT ADMINISTRATION 107
ARTICLE 33 - MISCELLANEOUS 107
ARTICLE 34 - FACILITIES AND PARKING 108
ARTICLE 35 - TERMS OF AGREEMENT 111
CTE SALARY PLACEMENT & COMPENSATION COMMITTEE 112
FDC WORKGROUP PROPOSAL 112
HEALTH & SAFETY WORKGROUP 113

MEMORANDA/CLARIFICATION OF INTENT

Part-time Faculty Sick Leave 114
Criminal Background Checks 114
Joint Committee on Insured Benefits (JCIB) 114
Tuition Reimbursement Plan - Conditions of Eligibility for Employees in Job Shares 115
Course Preparations 115
Writing Conferences 116
Part-time Faculty Teaching Limit and Workload Exception 116
Part-time Faculty (Science) Teaching Limit and Workload Exception 117
Class Size Language 117
Tutor Workload Limit **Error! Bookmark not defined.**
Application of Retirement Provisions 120
“CASH" Suggestion Awards Program Participation 120

SALARY SCHEDULE APPENDICES

Appendix A - Full-time Faculty Salary Schedule **Error! Bookmark not defined.**
Appendix B - Academic Professional Salary Schedule **Error! Bookmark not defined.**6
Appendix C - Part-time Faculty Salary Schedule, Tutors, Co-op Ed Field Supervision, & Writing Conferences **Error! Bookmark not defined.**30
Appendix D - Curriculum Development, Special Projects & Faculty Department Chair Rates **Error! Bookmark not defined.**

APPENDIX E - FULL-TIME FACULTY CO-OP ED WORKLOAD FACTOR **ERROR! BOOKMARK NOT DEFINED.**
APPENDIX F - PART-TIME FACULTY PARTICIPATION STIPEND **ERROR! BOOKMARK NOT DEFINED.**
INDEX **ERROR! BOOKMARK NOT DEFINED.**

PREAMBLE

The Board and Federation share a desire to further the educational goals of the College in accordance with Oregon Revised Statute 341.009. The Board and Federation recognize that a major factor in pursuit of this goal is harmonious and mutually supportive relationship conducted in a fair and equitable manner. The employees and College administration shall support excellence in instruction and services leading to student success.

ARTICLE 1 - DEFINITIONS

1.1 "Academic Professional" refers to members of the bargaining unit other than Faculty, who hold professional-level positions as defined under the Fair Labor Standards Act. The work is predominantly intellectual, requires specialized education, and involves the exercise of discretion and judgment.

1.2 "Academic year" is the 12-month period from September 1 through August 31.

1.3 "Board" shall mean the Board of Education of Portland Community College District as the elected representatives of the citizens of the Portland Community College District.

1.4 "Break in service" means when employment in a bargaining unit position (except part-time Faculty) is interrupted by an unpaid leave of absence of two academic terms or the equivalent (120 consecutive work days or more) or is terminated by resignation, retirement, dismissal or appointment to a position outside the bargaining unit. This definition does not apply to the situations described in Article 3.5.2 of this Agreement (appointment of Faculty to fill an administrative position) nor to the PERS statutory break in service provisions.

1.5 "Campus" means a comprehensive College operation maintained by the College that includes lower division collegiate, career and technical education, community, and student services. This also includes various Centers which are maintained by the College to meet special and unique needs of the district and local residents by providing specialized career and technical education, general education, and community and student service activities.

1.6 "College" means the institution of Portland Community College which includes Students, Faculty, Academic Professionals, Classified Employees, Confidential Employees, and Management.

1.7 "Consensus" is when all members of a group agree upon a single alternative, and each group member can honestly say:

a. "I believe that you understand my point of view and that I understand yours;

b. Whether or not I prefer this alternative, I support it because it was reached fairly and openly,"

c. No one just gives in; no one gets all they want; not always a compromise; but the

best solution for us at this time.

1.8 "Day" or "working day" shall mean a day which falls on a Monday through Friday and excludes holidays and other days when the College is closed unless one of the more specific terms listed below is used in the Agreement.

a. "Workdays": Days on which Faculty or Academic Professionals are required to work during their appointment year;

i. "Instructional day"; A work day during which an Instructor is assigned to teach classes. This includes finals week.

ii. "Non-instructional day": A work day during which an Instructor is not scheduled to teach classes.

b. "Calendar days": Consecutive days of the week, month, or year, including Saturdays, Sundays, holidays, and breaks between terms;

c. "Business days": Monday through Friday, excluding College holidays and scheduled breaks between academic terms during the 12-month academic year. It does not include the day on which a grievance is presented, appealed, or a response sent.

1.9 "Department" or "Program" means an organizational unit of either central administrative services or of a campus which groups together services and/or instructional programs.

1.10 "Employee" means any member of the bargaining unit under the direction and supervision of the College. Bargaining unit employees include part-time and full-time Instructors, Counselors, Librarians, and Academic Professionals.

1.11 "Faculty" refers to Counselors, Instructors and Librarians. The term "Academic Professional" refers to members of the bargaining unit who are not Faculty.

1.12 "Faculty Department Chair" means a Faculty member appointed by a Program Dean/Administrative Supervisor to perform certain management support functions.

1.13 "Fiscal year" is the 12-month period from July 1 through June 30.

1.14 "FTE" means full-time equivalency. FTE represents the percentage of a full-time teaching load.

1.15 "Federation" means the Portland Community College Federation of Faculty and Academic Professionals, Local 2277, American Federation of Teachers—Oregon, American Federation of Teachers, American Federation of Labor/Congress of Industrial Organizations, which is the certified representative for the full-time and part-time Faculty and Academic Professional bargaining unit.

1.16 "Full-time" means one of the following:

a. A Faculty with a minimum 180-day appointment year consisting of 176 work days and four holidays.

b. A Faculty with a temporary assignment consisting of a full workload for one term or more.

c. An Academic Professional with a minimum 1,387-hour appointment year and a maximum of 2,080 hours.

1.17 "Instructional Contact Hour" shall mean the number of clock hours assigned to a teaching Faculty in the official College class schedule.

1.18 "Management" refers to the Board or to the Management employees to whom the Board has delegated its authority.

1.19 "Management Employees" include Executive Officers (Vice-Presidents, Associate Vice Presidents), Deans, Directors, department administrators, and/or supervisors with titles as may be designated by the District President. "Executive Officer" means the Chief Executive Officer of a Division (Vice-President or Associate Vice President). The titles “AVP of Academic and Career Pathways" and "Dean of Student Development" refer to those Management employees who report directly to an Executive Officer as do some Directors. The term “Program Dean" refers to those Management employees who report directly to a Pathway Dean of Instruction/Student Development. An "Administrative Department Chair" reports to a Program Dean or a Director. The term "Administrative Supervisor" is a generic term used in this Agreement to indicate the employee's immediate Management supervisor, regardless of actual job titles. Titles for Management jobs are subject to change by the College.

1.20 "Other facilities" shall mean all other locations used by the College to supplement its campus environments to make education accessible to all residents of the district.

1.21 "Part-time Academic Professional" shall mean an employee who has an authorized appointment year from 960 to 1,386 hours.

A casual professional employee who exceeds 959 hours in a single position in the same fiscal year, or who is authorized for additional hours in the same position which results in an authorized schedule of more than 959 hours, shall be considered to be in a temporary part-time Academic Professional position for the balance of the fiscal year and shall be treated as such beginning on the date that the 959-hour limit was exceeded or that the additional hours were authorized.

1.22 "Part-time Faculty" shall mean any person who is hired as a Counselor, Librarian, Tutor, or as an Instructor to:

a. work 30 hours or more in an academic term; or

b. teach or “co-teach” a three-credit hour class or its equivalent in instructional contact hours in an academic term.

Provided that neither shall equal or exceed .82 FTE and that the assignment is in one of the following areas:

1.22.1 Lower division collegiate

1.22.2 Career and Technical (vocational supplementary, vocational preparatory) and apprenticeship.

1.22.3 Developmental Education

1.22.4 Adult Basic Education/GED

1.22.5 English as a Second Language

1.22.6 High school completion

1.23 "District President" shall mean the President of Portland Community College district.

1.24 "Student" shall mean any person enrolled in a course at the College.

1.25 "Years" used in the Agreement means the following:

a. "Academic year" means the period from September 1 through August 31.

b. "Fiscal year" means the period from July 1 through June 30.

c. An "appointment year" for individual bargaining unit employees is from September 1 through August 31 for those employees hired since July 1, 1984. For those employees hired prior to July 1, 1984, the appointment year is July 1 through June 30. Temporary and special appointment Faculty may have appointment years which vary from this definition.

1.26 The singular shall include the plural where appropriate in the contract.

1.27 The word "shall" is mandatory and the word "may" is permissive.

1.28 Notification "in writing" or written files as used in the Agreement means in paper or electronic form (e.g., e-mail, MyPCC or Banweb, etc.).

1.29 PSEC - People Strategy, Equity, and Culture Department formerly known as Human Resources.

ARTICLE 2 - RECOGNITION

2.1 The Board recognizes the Federation as the exclusive bargaining agent pursuant to Oregon Revised Statutes Chapter 243, for the unit defined in Sections 2.2 and 2.3 below. The Federation recognizes the Board as the statutory governing authority for Portland Community College.

2.2 The bargaining unit consists of all full-time Faculty and Academic Professionals on temporary, probationary, continuous, or special annual appointments and all part-time Faculty and Academic Professionals as defined in Articles 1.21 and 1.22.

2.3 The following employees shall be excluded from the bargaining unit:

2.3.1 Casual Employees: Part-time Faculty who work less than 30 hours in an academic term or who teach less than a three-credit hour class or its equivalent in instructional contact hours in an academic term.

2.3.2 College employees who are "Management staff," "Confidential" or "supervisory" employees.

2.3.3 Part-time Instructors of courses not offered for college-approved credit (i.e., community education, continuing education units, and exchange courses). If the employee also instructs in a program listed in Article 1.21, the employee will be included in the bargaining unit only for courses which qualify the Instructor for bargaining unit inclusion.

2.3.4 Instructors teaching classes subcontracted by/for business, industry, or other public or private agencies and who are not employees of the College, that is, not paid by the College, are not a part of the bargaining unit.

2.3.5 Other employees not specifically recognized in Article 2.2.

2.4 Any PCC employee identified in Article 2.2 above is subject to the terms and conditions of this collective bargaining Agreement unless specifically excluded by Article 2.3.

2.4.1 The following provisions of this Agreement shall not apply to part-time Academic Professionals: Article 4 - Employment of Part-time Faculty, Article 8 - Overloads and Fourth Term Employment, Article 9 - Substitutes, Article 12 - Job Sharing, Article 18 - Part-time Faculty Salaries and Benefits and Article 20 - Professional Leave.

2.5 The bargaining unit shall be determined each term pursuant to this Article. A list either printed or transmitted electronically shall be provided by Management by the end of the fourth week of each term in accordance with Article 30.3. An employee is included in the bargaining unit effective with the employee's first day of work at a qualifying level with the College and remains in the bargaining unit until the first day of any term in which not employed at a qualifying level (see Article 1.20 and 1.21) by the College.

2.6 Management shall not reclassify a full-time Faculty or Academic Professional to a position not included in the bargaining unit without the employee's consent.

2.7 Management will attempt to meet the instructional, counseling, and librarian needs of the College through the employment of full-time Faculty, when warranted by program needs and when economically feasible.

ARTICLE 3 - APPOINTMENT OF FULL-TIME FACULTY AND ACADEMIC PROFESSIONALS AND PART-TIME ACADEMIC PROFESSIONALS

3.1 Vacancies

3.1.1 Full-time annually budgeted bargaining unit positions will be advertised and screened according to established PSEC procedures.

3.1.2 Vacancies for Academic Professional positions will be advertised in-house for a period of at least-10 calendar days before advertisement to the public. In-house and public advertisement of jobs may be done concurrently when:

(a) A job is in a highly technical area and/or there is a likelihood that there would be few (if any) qualified in-house applicants, or

(b) Where minority or female under-representation is identified in the College's Affirmative Action Plan.

3.1.3 Academic Professional job vacancies may be identified and advertised internally as "Academic Professional and Classified Staff Only" and “Full-Time, and Part-Time Faculty only” at Management's discretion. Management encourages faculty and staff to consider opportunities for advancement and career development.

(a) Academic Professional employees who have completed their first year of probation and desire to be considered for an internally advertised Academic Professional job opening shall apply prior to the closing date specified in the job advertisement. Employees who meet the minimum qualifications will be interviewed. If an employee is not hired, the hiring supervisor will provide an explanation either orally or in writing within five days of the hiring decision. The non-selection and the reason for non-selection are at the sole discretion of Management.

(b) The screening committee procedures in Article 3.2 do not apply to jobs filled internally through Article 3.1.3.

3.1.4 Part-time Faculty will be granted an initial interview with the screening committee for open full-time faculty appointments under the following conditions: a complete application is timely submitted; applicant meets minimum and preferred qualifications; applicant meets success criteria as outlined in the job posting. During the screening process, if included in application materials, candidates’ prior PCC employment, service, and engagement that are relevant to the success criteria will be taken into account. If the screening committee concludes that an external and an internal candidate who is step 5 or higher, meet the success criteria equally, the internal candidate shall have preference as a finalist for the position.

3.1.5 If a part-time faculty member is not selected for an interview or for hire, they have the right to request an explanation from PSEC as to why they were not selected. This explanation will be limited to advice on application materials and/or interview(s).

3.1.6 Appointments to bargaining unit positions may be made without advertising for the reasons below. Managers must submit an employment requisition and receive approval from the Associate Vice President of PSEC before proceeding with the direct appointment.

(a) Position requires unusual education, technological training, or skills, and is therefore hard to fill, necessitating a special search.
(b) Urgent need to fill an open position caused by death, unexpected leave of absence, unexpected retirement, or unexpected resignation of an

employee, in order to meet student needs; or, College receipt of a specially funded position which needs to be filled immediately.

(c) A Management employee who has not held a prior bargaining unit appointment with the College, or a Management employee who has not had a bargaining unit position with the College within the last five years, may be appointed to a vacant bargaining unit position for which qualified. The screening procedures in Article 3.1.6 will apply to such appointments.

(i) Upon appointment to an Instructor, Counselor, Librarian, or Academic Professional position, those who have not held a prior bargaining unit position with the College will receive a first-year probationary contract.

(ii) Upon re-appointment to an Instructor, Counselor, Librarian, or Academic Professional position, those who held a prior bargaining unit appointment shall be granted the same contract status held previously as an Instructor, Counselor, Librarian, or Academic Professional employee and shall receive an assessment if it has been three years or more since the prior appointment.

(iii) Placement on the salary schedule shall be commensurate with years of service to the College.

(d) Temporary appointments (Article 3.6) may be made without advertising.

(e) An employee in a temporary appointment may be given a probationary appointment if the temporary appointment was made with the use of the formal screening process (Articles 3.1.1 and 3.2.1).

3.1.7 When appointments need to be made without advertising, as defined in Article 3.1.6: Management will convene a screening committee, as defined in Article 3.2.2, to assist Management and review the qualifications of the proposed candidate, in accordance with College PSEC Department procedures. If an individual not recommended by the screening committee is hired, the Executive Officer (or designee) shall meet with the committee to discuss the matter.

3.2 Screening Committees. It is understood that the role of bargaining unit employees in the screening process is an advisory one and that they should have the opportunity to be involved significantly in the screening process. In screening job applicants, bargaining unit employees agree to follow PSEC policies, PSEC Department procedures, and Affirmative Action/Equal Opportunity Policies of the College as contained in screening procedures provided to each member of the screening committee.

3.2.1 A department screening committee shall be established which will include bargaining unit employees who are willing to serve without additional compensation. Only if there are no bargaining unit employees willing to so serve shall a screening committee be convened without bargaining unit employee representation and Article 3.2 and its subsections shall not apply.

(a) If Faculty serve on a screening committee during a term in which they are not scheduled to work, the Faculty shall be granted up to four work days of compensatory time off in an academic year, as mutually agreed with the Administrative Supervisor.

3.2.2 The composition of a department screening committee shall consist of:

(a) A Program Dean or another Administrative Supervisor, who shall be the screening committee chairperson.

(b) In the case of a Faculty screening committee, when possible, there shall be at least two Faculty members from the relevant department in order to include relevant subject-matter expertise, augmented by at least one representative of the college-wide subject area Faculty. When possible, a majority of the screening committee will be Faculty, unless waived by mutual agreement of the Federation and PSEC. The screening committee may also include Classified employees and stakeholders (e.g., advisory committee members, students, agency representatives, etc.).

(c) In the case of a screening committee for an Academic Professional position a majority of the screening committee will be bargaining unit members with at least one Academic Professional representative, unless waived by mutual agreement of the Federation and PSEC. The Academic Professional members of the committee shall be in the same, or a closely related job. The screening committee may also include Classified employees and stakeholders (e.g. advisory committee members, students, agency representatives, etc.).

3.2.3 The screening committee will make unranked recommendations (usually three) to the appropriate Executive Officer or designee.

3.2.4 If none of the applicants recommended by the screening committee is to be appointed, the Executive Officer or designee shall meet with the screening committee for a discussion of the matter and to review the selection criteria. The committee may reconvene to reconsider its recommendations. The committee may forward to the Executive Officer or designee either a new list of recommendations or its reasons for adhering to its original list. the committee forwards a new list and none of the candidates recommended by the committee is to be appointed from that list, the Executive Officer shall again meet with the committee to review the matter. If a resolution is not found at that time, the position shall be re-advertised and may be filled in the interim by a temporary appointment.

3.2.5 In the interests of recruiting qualified employees and in order to complete the hiring process while full-time employees are available to participate on screening committees, the advertising and hiring process will be initiated by Winter term and completed by the end of Spring term each year whenever possible. When necessary to fill open CTE positions, the College may conduct recruitments

outside of the timelines set forth in this article. Failure on the part of the College to comply with this Article is not grievable.

3.3 Appointments

3.3.1 Each full-time Faculty and Academic Professional and part-time Academic Professional shall be appointed as a Faculty member (Instructor, Counselor, Librarian) or Academic Professional.

3.3.2 Full-time Faculty and Academic Professionals and part-time Academic Professionals shall have a probationary, special probationary, continuous, special continuous, or temporary appointment.

3.3.3 New employees will be advised in writing of their appointment status and salary upon hire. Probationary and continuous appointment employees will receive written notice of appointment status and salary annually thereafter. Any changes, modifications, or extensions in an employee's appointment will be made in writing and only with the consent of the employee unless otherwise provided in this Agreement.

3.3.4 The standard appointment year is September 1 through August 31. For exceptions, see Articles 1.25, 3.4.3, 3.6, and 3.7.

3.3.5 Employment of part-time Academic Professionals shall be on the basis of an authorized level of full-time equivalent hours ranging from 0.46 (960 hours) to 0.66 (1386 hours) in a single position in a fiscal year. The authorized level of appointment is determined by the Administrative Supervisor. Appointment at a particular FTE level or number of hours in a given appointment year shall not require the College to maintain the same level of FTE or hours in future years.

3.3.6 In the event that the authorized hours of a probationary, special probationary, continuous, or special continuous part-time Academic Professional's position are increased to the level of a full-time Academic Professional, (i.e., greater than 1,386 hours), the incumbent employee shall be entitled to placement in the full-time position and the screening process requirements of Article 3 will be waived.

3.4 Probationary Appointment

3.4.1 This type of appointment is used for the appointment of a bargaining unit employee to a regularly established and budgeted position and shall be for one year, subject to renewal as determined by Management. In order to qualify as a first-year probationary appointment, the assignment, as determined by Management, must be for at least a 180-day appointment year ending August 31. (For appointments of less than 180 days, see Article 3.4.3.) Probationary bargaining unit employees shall be notified of non-renewal by March 31. In the first year of probation, bargaining unit employees who have not completed at least two-thirds of their appointment year by March 31 shall be notified no later than June 30.

3.4.2 Probationary Period

(a) Academic Professionals. The probationary period shall be of two years duration unless Management determines that it is necessary to extend the probationary period for a third or fourth year. In these instances, the employee shall be notified in writing of such extension and the reasons. This notification shall occur by March 31 of the appropriate year. In no case shall the probationary period exceed four years.

(b) Full-time Faculty. The probationary period shall be of three years duration unless Management determines that it is necessary to extend the probationary period for a fourth or fifth year. In these instances, the employee shall be notified in writing of such extension and the reasons. This notification shall occur by March 31 of the appropriate year. In no case shall the probationary period exceed five years.

3.4.3 A bargaining unit employee hired into a probationary position of fewer than 180 days shall be given temporary appointment status until the following September 1, at which time the employee shall receive a first-year probationary contract. Non-renewal or termination (resignation, retirement, or dismissal) of such an appointment shall be governed by Article 23 of this Agreement.

3.4.4 The probationary appointment may be terminated or non-renewed by Management as follows:

(a) Non-renewal in accordance with Article 23.

(b) Dismissal during the first year of probation. During the first year of probation (trial period), the employee may be dismissed at any time for performance, professional conduct, or other problems which negatively affect the employee's effectiveness in her/his job. When it is appropriate to the situation, Management will initiate a probationary improvement plan which will include a concise statement of the problem, the corrective action to be taken, the amount of time to be on probationary improvement, and the consequences of noncompliance which may include dismissal, whether or not a non-renewal notice was issued on March 31. The dismissal, or any disputes about the need for probationary improvement plan, may be appealed according to Article 3.4.4(e) of this Agreement.

(c) Dismissal during subsequent years of probation. See Article 22.2.

(d) Elimination of employee position. Probationary staff may appeal elimination of their positions through the appeal process defined in Article 3.4.4(e).

(e) The appeal process for dismissal during the first year of probation (Article 3.4.4(b)) for non-renewal (Article 3.4.4(a)) or for the termination due to the elimination of the employee's position (Article 3.4.4(d)) may be appealed beginning at Step 2 of the individual grievance procedure.

However, the grievance shall be settled at or below the level of the Executive Officer (Step 3), and shall not be subject to further review under the terms of this Agreement.

3.5 Continuous Appointment

3.5.1 This type of appointment is made upon satisfactory completion by the employee of a period of service under the probationary appointment. The continuous appointment shall not be terminated by Management or the employee except as provided in this Agreement.

3.5.2 A continuous appointment employee may be granted up to and including a three-year leave of absence in order to assume a position with the College as an annual Management employee without terminating continuous appointment status as a Faculty or Academic Professional. Seniority as a Faculty or Academic Professional will continue to accrue during this three-year period.

(a) Upon termination of the annual Management contract at the end of an appointment year, the employee will return to active bargaining unit status the following year. If no Faculty or Academic Professional position exists because of an overstaffing situation, the layoff procedures in Article 24 shall be followed if continuous appointment staff are potentially affected.

(b) If the employee has been on a leave of absence for three years or more, an assessment package shall be developed in accordance with Article 7.4.3, with an assessment review in the first year the employee returns to bargaining unit status.

3.6 Temporary Appointment

3.6.1 Temporary appointments are for full-time employment. These appointments are most commonly used to fill budgeted positions, i.e., to replace employees on paid or unpaid leave, or to fill budgeted positions on an emergency basis (when there is not sufficient time to do a fully advertised and screened search). They may also include positions that are created on a trial basis, as well as situations in which departmental needs and resources temporarily allow for a full-time position.

(a) Instructor, Counselor, or Librarian temporary appointments will normally be for one, two, or three consecutive terms but may extend up to two academic years. Academic Professional temporary appointments will be for a minimum of 960 hours per year, but may not exceed two years from date of employment.

(b) If a temporary appointment is made to replace an employee on leave of absence to accept a Management position with the College, such temporary appointment may be held for a maximum of three academic years.

(c) Temporary appointments may be renewed up to a total of two years in a temporary appointment for the same budgeted position (i.e., the same

position number). If a replacement position is extended beyond two years (other than as described in Article 3.6.1(b)), the department will initiate a new competitive recruitment, as defined in Article 3.6.4. Nothing in this Article prevents an employee on a temporary appointment from applying for and being granted a subsequent temporary appointment.

(d) Positions created on a trial basis may not be continued beyond the second academic year. In such cases, a probationary position will be created.

3.6.2 The reasons for the temporary appointment, duration of appointment, and level of compensation shall be stated to the employee in writing at the time of appointment.

3.6.3 If a three consecutive term temporary appointment is immediately followed by a probationary appointment, the time on temporary appointment shall be credited toward the completion of the probationary period as defined in Article 3.4.2 provided that the assessment package, as specified in Article 7.4, is completed prior to the granting of continuous appointment. Even if an employee has been employed for three or more consecutive years on temporary contracts, the employee must serve one year on a probationary contract before being granted continuous appointment.

3.6.4 A temporary position may be advertised in-house and filled without the use of a formal screening committee (Articles 3.1.1 and 3.2.1). Significant involvement of the full-time Faculty and Academic Professionals will be required. Current part-time employees in the subject area, as well as full-time Faculty with temporary appointments in the subject area, will be notified of the vacancy and invited to apply. An employee who gains a temporary appointment under the provisions of Article 3.6.4 may not be given a probationary appointment without the use of a formal screening committee. (See Articles 3.1.1 and 3.2.1.)

3.6.5 A part-time Academic Professional who is appointed to a temporary position under Article 1.21 and who continues in the position the following academic year shall be eligible for a step increase upon meeting the requirements of Article 16.2.1(a). The total hours the employee worked in the prior year (all hours worked in the position before it met the bargaining unit inclusion level and after) shall count toward the requirement to complete at least two-thirds of an appointment year.

3.7 Special Appointment

3.7.1 This type of appointment is used for employment in special contract programs which are entirely or largely funded by sources other than local taxes, tuition, and state FTE appropriations, and which have not been established as permanent College programs.

(a) This special appointment shall carry all the rights and obligations of a regular probationary or continuous appointment under the terms of this Agreement except as otherwise specified in this Agreement.

(b) Such special appointments may be made for the fiscal year of a special funded contract program.

(c) Movement from special probationary to special continuous appointment status shall take place according to Articles 3.4 and 3.5.

3.7.2 The special probationary appointment may be terminated or non-renewed by Management as follows:

(a) Non-renewal in accordance with Article 23.

(b) Dismissal during the first year of probation. During the first year of probation (trial period), the employee may be dismissed at any time for performance, professional conduct, or other problems which negatively affect the employee's effectiveness in her/his job. When it is appropriate to the situation, Management will initiate a probationary improvement plan which will include a concise statement of the problem, the corrective action to be taken, the amount of time to be on probationary improvement, and the consequences of noncompliance which may include dismissal, whether or not a non-renewal notice was issued on March 31. The dismissal, or any disputes about the need for a probationary improvement plan, may be appealed according to Article 3.7.2(d) of this Agreement.

(c) Dismissal during subsequent years of probation. See Article 22.2.

(d) The appeal process for dismissal during the first year of probation (Article 3.7.2(b)) or for non-renewal (Article 3.7.2(a)) may be appealed beginning at Step 2 of the individual grievance procedure. However, the grievance shall be settled at or below the level of the Executive Officer (Step 3), and shall not be subject to further review under the terms of this Agreement.

3.7.3 When a special appointment bargaining unit employee is hired to a general fund bargaining unit position, the time spent on full-time special appointment shall be counted toward seniority, appointment status, and step advancement on the salary schedule, provided that there has not been a break in service to the College.

ARTICLE 4 - EMPLOYMENT OF PART-TIME FACULTY

The employment of part-time Faculty may be for one, two, three, or four terms in an academic year. New Faculty members will be assigned a Faculty mentor during their first two years of teaching. However, teaching Faculty retain ultimate responsibility for providing high-quality instruction to their students, as well as for fulfilling their other professional responsibilities.

4.1 Faculty Workload

4.1.1 For the 2023-2024 academic year, the Memorandum of Understanding: Part-time Faculty Teaching Limit and Workload Exceptions (120) will apply.

Workload Pilot Program for the 2024-2025 and 2025-2026 Academic Years: For the period of Fall term 2024 to Summer term 2026, Part-time Faculty may be assigned a workload up to but not exceeding a cumulative 2.76 instructional FTE over Fall, Winter, and Spring terms, with no single term exceeding 1.15 instructional FTE, College-wide. For Summer term, Part-time Faculty may be assigned a workload up to but not exceeding .92 instructional FTE, College-wide. When offered assignments by more than one department or at more than one campus, part-time Faculty have the responsibility to inform hiring Managers/Faculty Department Chairs of all workload-assignments and to decline any assignment which would place the Faculty member at or over 1.15 FTE. The parties agree to reopen Article 4.11 no earlier than October 1, 2025, and no later than October 31, 2025, to negotiate changes to or continuance of the Workload Pilot Program after Summer term of 2026. Reopener negotiations under this article will be conducted in accordance with ORS 243.698.

4.1.2 Management and the Federation agree that the guiding principle in assigning Faculty to teach PCC courses is to assign the best instructor available to teach each course. The sequence outlined below is intended to achieve this end, while also offering relatively stable employment for Faculty with Multi-Year Contracts:

(a) Once Management has determined the classes to be offered the next term, Management will provide faculty the opportunity to communicate their schedule and class availability during the next term. Thereafter, Full-time Faculty will be assigned the classes needed to fulfill their workload requirement. Next, Academic Professionals who teach as part of their required AP duties will be assigned classes to fulfill that part of their workload.

(b) Remaining classes will be assigned as follows with priority consideration given to part-time Faculty with Multi-Year Contracts. Factors for assignment of classes include demonstrated effective teaching, and whether other qualified faculty are available who better meet the program's needs (e.g., faculty with special training related to the course, or faculty who will increase the diversity of the program).

(c) Subject to the priority consideration factors listed in paragraph (b) above, part-time Faculty with Multi-Year Contracts will be assigned at least 1.5 FTE for the academic year subject to the following requirements:

(i) There are sufficient classes available to meet the instructor's workload request;

(ii) The Administrative Supervisor has not identified any concerns with the instructor's work performance that would warrant not assigning a minimum workload of 1.5 FTE if it was requested.

(d) The Administrative Supervisor shall assign remaining classes based on whether faculty are best able to meet the program's needs (e.g., faculty

with special training related to the course, or faculty who will increase the diversity of the program) and to meet ADA accommodations to either:

(i) Part-time Faculty without a MYC, factors for priority consideration will include seniority as defined as prior teaching experience at PCC, highest step level with a successful history of teaching the class, number of years teaching the class, demonstrated effective teaching of the class, and the contributions to the design, redesign, or development of a particular class; or.

(ii) Full-time Faculty who have requested part-time fourth-term employment or an overload that has been approved by Management, up to the limit specified in Article 8.2.2.

(e) Existing qualified part-time faculty will be assigned classes before new hires are initiated. However, new part-time faculty hires may be initiated based on factors such as documented and unmet program needs, diversity goals as defined by the College, or unforeseen or extenuating circumstances.

4.1.3 Instructors whose workload requests are not met have the right to request an explanation and to have the assignment decisions reviewed by the Dean at the next level.

4.1.4 The workload for Part-time Counselors, Part-time Librarians, and Tutors shall not exceed an average of 24 hours per week, per term.

During the period of the Workload Pilot Program in Article 4.1.1, the workload for Part-Time Counselors, Part-time Librarians, and Trade Extension Instructors shall not exceed an average of 32 hours per week, per term. The workload for Tutors shall not exceed an average of 27 hours per week, per term.

4.1.5 Teaching load will be a combination of Academic and non-credit courses. Academic non-credit courses will be approved through curriculum processes and have a CCOG. Academic non-credit workload hours will be established in the CCOG and will be the basis for calculating workload.

4.2 Multi-Year Contracts: MYCs are subject to the following parameters.

4.2.1 Location/assignment of MYCs. The decision regarding location/assignment (LDC discipline, CTE department, campus) of MYCs will be at management's discretion. MYCs may be tied to campus assignments; however, MYC holders may be assigned to work at other locations in order to meet program needs or secure instructional hours.

4.2.2 Eligibility. Any current bargaining unit part-time faculty member at Step 3 or higher and who has at least one satisfactory assessment is eligible to apply for a multi-year contract.

4.2.3 Terms and Conditions. All terms and conditions of the current Faculty/AP Agreement applicable to part-time faculty shall apply. This includes workload expectations and limitations as well as professional duties and responsibilities.

4.2.4 Assignments

(a) A multi-year contract is for up to a 3-year period; for a minimum workload of 1.5 FTE per year; and requires a minimum of 2 hours per week, either in-person or remote proportional to the teaching modality, posted office hours for each teaching term.

(b) MYC faculty will be notified in writing of their annual assignments for the following academic year by the end of spring term each year in accordance with 4.4.1.

(c) Every reasonable effort will be made to honor annual assignments, with the understanding that enrollment and other factors may impact those assignments. Annual assignments may be annualized or “front-loaded,” meaning that more classes may be assigned at the beginning of the year at management’s discretion.

(d) A faculty member who declines a class assignment forfeits the right to 1.5 FTE for that academic year.

(e) An MYC will be terminated if the Faculty is not employed by the College during four consecutive terms unless the non-employment was for one of the following reasons:

(i) The number of class sections in the program/department was reduced.

(ii) The Faculty was on an approved leave of absence in accordance with Articles 19.11 or 19.11.3.

(iii) The Faculty member had a temporary assignment as a full-time Faculty member at the College.

(iv) However, in no case shall Faculty retain Multi-Year Contract (MYC) for more than eight consecutive terms of non-employment, regardless of the reasons for the non-employment.

4.2.5 Selection Process

A. Current part-time faculty members will be notified of the vacancy(ies) and the process to apply (similar to an Article 3.6.4 process);

B. A formal screening committee is not required;

C. Some full-time faculty in the subject area, including a subject content expert, if possible, will be involved in the screening process;

D. Screening methods may include but are not limited to application form/resume/vitae, assessments, student feedback, prior PCC teaching experience, interview, and teaching demonstration as determined by the administrative supervisor.

E. The administrative supervisor will make the final selection decision.

4.2.6 Renewal

At the end of the 3-year period, absent performance concerns and with a current assessment in accordance with Article 7.2.5, the MYC will be renewed (current incumbent continues). In the event of a delayed assessment, the MYC will continue until an assessment can be completed. If a MYC is not renewed, it may be reposted (new selection process under 4.2.3 above) at the discretion of the administrative supervisor.

4.2.7 Termination

A MYC may be discontinued at management's discretion prior to the end of the MYC based on performance issues. The instructor will be notified of the performance concern in writing, along with the reasons for the concern, at least one term before the termination is to take effect. During this time the Administrative Supervisor may choose to limit the instructor's workload to one class. The Administrative Supervisor will re-assess the instructor's performance prior to implementing the decision to terminate the instructor's Multi-Year Contract.

4.2.8 Compensation

Compensation will be paid bi-weekly for each term, based on the workload of the MYC instructor that term, in accordance with the Faculty/AP Agreement. Part-time faculty on a MYC will be paid on the part-time faculty schedule in accordance with Article 18.

4.2.9 Number of MYCs

The College will make reasonable efforts to maintain 300 MYCs with the understanding that attrition, enrollment, and other factors may reduce the number of MYCs at any given time. Additional MYCs may be offered; the College is under no obligation to do so and the creation of additional MYCs will not obligate the College to continue those additional MYCs.

4.2.10 Cancellation

MYCs may be discontinued at management's discretion due to a discontinuance or reduction of programs and/or offerings due to enrollment decline or for other reasons in the College's interest; a reduction or termination of funding of a special contract program or a shift in the focus of the special contract program; or due to financial shortage.

4.2.11 Transfers

Under the provisions of Article 10.2.3, MYC holders may request, in writing, to transfer their MYC in order to fill an announced MYC opening in the same discipline at another campus. If the request is denied, the Administration will explain the reason for the denial.

4.3 Employment

4.3.1 Faculty will be notified in writing at least ten calendar days before the first-class meeting or the first day of work unless the class or the work is assigned later than ten calendar days prior. The notice will include the classes to be taught or work to be done and will be authorized by the immediate Management supervisor.

4.3.2 Faculty shall not accept assignments within the College which conflict with any prior notices of work assignments issued under this Article for that term, except with the written approval of all immediate Management supervisors involved.

4.3.3 A teaching or other work assignment may be canceled or removed for any of the reasons outlined in Article 22 - Discipline and Dismissal or Article 23 - Non-Renewal. Compensation for a canceled class or assignment is addressed in Article 18 - Part-time Faculty Salaries and Benefits.

4.4 Annual Assignment

4.4.1 Faculty with Multi-Year Contracts will be given annual assignments provided sufficient courses for which they are qualified are planned and scheduled. They will be notified in writing by the last day of class Spring term of each year of the following year's assignment. The notices will include the courses to be taught or work to be done and will be authorized by the supervisor. Faculty shall reply in writing to the supervisor within ten business days indicating whether or not they will accept the assignment. Failure to respond may result in forfeit of the annual assignment.

4.4.2 For purposes of calculating benefits, the maximum contact hours allowable for all approved instructional assignments, college-wide, will not exceed the contact hour maximum established in Article 4.1.1 above, or in the case of Counselors, Librarians, and Tutors, the Tutor Workload Limit (see Tutor’s Table on current page 120).

4.4.3 An annual assignment could be altered for any one of the reasons outlined in Article 23 - Non-Renewal or Article 22 - Discipline and Dismissal.

ARTICLE 5 - PROFESSIONAL DUTIES

The professional duties listed in this Article are those for which employees are assessed and compensated. Department assignments may be more specific and will conform with job classification descriptions. These professional duties will be performed under the supervision of Management.

5.1 All employees shall perform their duties in a professional manner during the course of the

academic year, including the following:

5.1.1 Provide services to students in a manner consistent with the College's diversity, equity, and inclusion policies, which does not discriminate as to any protected characteristic under local, state, or federal law.

5.1.2 Remain current in their respective fields and pedagogy (around teaching and learning). Teaching Faculty assigned to programs that train students for employment in fields which require certification or licensure shall possess certification or licensure which meets or exceeds that required for employment in the field.

5.1.3 Maintain College safety standards in their work areas; ensure that students are trained in good safety practices; and make reasonable efforts to ensure that students follow good safety practices. See Article 27.4.

5.1.4 Comply with published College Policies and Procedures. Management will notify employees of those policies and procedures applicable to their work.

5.2 College Service. This includes such activities as participation on College or campus committees as described in Article 26, pathway/department activities, student-related activities, and other duties which enhance the College. Full-time Instructors, full and part-time Counselors, Librarians, and Academic Professionals will be assigned the following duties according to the needs of the department, the abilities of the individual, and in collaboration with their Administrative Supervisor. Part-time Counselors and Librarians may not be required to perform the duties in Articles 5.2.1 and 5.2.2 and will be compensated if performance of these duties is directed by the Administrative Supervisor:

5.2.1 Attend and participate in college-wide, campus, center, pathway, department, and program meetings and activities.

5.2.2 Serve on subject area committees and/or such other College committees as may be assigned.

5.2.3 Assist in the recruitment of students.

5.2.4 Provide professional assistance to staff and students, including mentoring.

5.2.5 Provide information and assistance on College operations as may be requested.

5.2.6 Compile and/or research data as may be assigned.

5.3 Instructors, consistent with the requirements and standards of the department and the qualifications of individual Instructors, shall perform the following professional duties. Part-time Instructors are not required to perform the duties in Articles 5.3.5 and 5.3.6, and will only be compensated for performing these duties when authorized in writing by the Program Dean.

5.3.1 Be responsible for guiding assigned students in meeting their respective educational goals, exercising professional judgment based upon the instructor's knowledge of the subject matter, needs of the individual students, teaching

strategies of the instructional modality, interpersonal relationships, and teaching theory.

5.3.2 Instruct students, using approved course content and outcome guides developed by college-wide subject area Faculty.

5.3.3 Assess and grade student achievement of learning outcomes.

5.3.4 Use student feedback to improve teaching.

5.3.5 Revise/develop courses and curriculum. The development of new courses or the major revision of existing courses shall be in accordance with Article 6.2.4.

5.3.6 Provide registration, advising, and guidance assistance to students.

5.4 Special Provisions for Part-time Instructors. In addition to their work related to the course(s) that they teach (i.e., preparation, teaching, assessing, reporting), part-time Instructors are expected to do the following as part of their compensated duties:

5.4.1 Be available for a reasonable amount of student contact to respond to questions and to resolve problems related to the course through time spent before or after class or through telephone or e-mail exchanges or office hours where facilities and schedules permit. Part-time instructors are encouraged to bring student issues that may require additional support or resources, which may include additional hourly compensation, to the attention of their respective FDC, Program Dean, or supervisor. Additional compensation is subject to prior approval of their respective supervisor.

5.4.2 Attend one staff meeting, virtual or in person, (approximately two hours or less) per term as directed by the College and when notified by the FDC or Program Dean. A staff development activity may be substituted for the required staff meeting with the approval of the Program Dean.

5.4.3 Be responsible for providing additional hours of course-related student conferences or tutoring over and above classroom instruction when courses are designated as requiring such. Conference hours for designated writing courses are specified in Article 6.2.2. The designation of writing courses and other courses requiring additional hours will be made by Management. Faculty are required to schedule and work those hours.

5.5 Librarians, consistent with the requirements and standards of the department and the qualifications of the individual Librarian, shall:

5.5.1 Be responsible for providing Library Services for the College, exercising professional judgment based on adequate knowledge of library service and media technology.

5.5.2 Assist in the operation of the Library which may include performing special assignments such as the development of library collections or services, outreach to stakeholders, and studying the effectiveness of reference and instruction.

5.5.3 Provide reference services utilizing conventional and electronic database resources.

5.5.4 Evaluate and select materials to support the College curriculum and the educational, personal, social, and vocational needs of the College community.

5.5.5 Instruct groups and individuals in effective use of learning resources and teach students information literacy skills to enable them to become lifelong learners.

5.6 Counselors, consistent with the requirements and standards of the department and the qualifications of the individual Counselor, shall:

5.6.1 Be responsible for counseling and guiding any assigned or requesting students and special program students in meeting their respective educational, personal, social, and vocational goals, using judgment consistent with standards of the appropriate professional association, licensing board, and state and federal guidelines, and based upon adequate knowledge of counseling practices, methods, techniques, interpersonal relationships, and community resources.

5.6.2 Administer and/or interpret appropriate standardized tests that are made available by the counseling department.

5.6.3 Assist Management in revising, updating, and evaluating career exploration and testing programs.

5.6.4 Provide consultative support services to College staff.

5.6.5 Provide group counseling sessions, seminars, and workshops. May teach career or personal development classes with the approval of the Director of Counseling Services. The individual Counselor's preference shall be given serious consideration in making assignments.

5.7 Academic Professionals, in accordance with the requirements of the job classifications and descriptions provided by Management, shall provide specialized support services to students, Faculty, and Management. These services may include but are not limited to program coordination, administrative functions, accounting, advising, consulting, training, tutoring, marketing, program development, grant development, employment and training services, field supervision of students, and other responsibilities or duties related to the requirements of the job classification. Temporary appointments outside of an employee’s job classification and description will be assigned in accordance with Article 3.6.

If a part-time academic professional is also employed by the College in another capacity, (e.g., part-time faculty, or part-time classified), such other employment shall be treated separately and in accordance with the terms of the applicable collective bargaining Agreement, if any. Part-time academic professionals who teach outside of their regular assignment will be paid in accordance with Article 18.3.

An Academic Professional may also be assigned to teach as a part of their regular work week. A teaching assignment is any assignment in which an Academic Professional performs all of the duties expected of full-time Faculty under Article 5.3 or teaches

classes being taught by full-time or part-time Faculty members. Full-time Academic Professionals who teach as a part of their regular assignment will be paid a teaching stipend in accordance with Article 16.3.2(d). Full-time academic professionals who teach outside of their regular assignment will be paid at the Faculty overload rate contained in Article 8 and the overload limits of Articles 8.2.1.4 and 8.2.2 shall apply.

5.7.1 Academic Professional Job Classification System

Management will maintain a job classification system for Academic Professionals. Management will conduct such job studies as it deems appropriate, evaluate and/or reevaluate employee jobs according to that classification system, and make such revisions in the system and related procedures as it deems necessary and appropriate. PSEC shall provide each employee with the job classification description to which that employee's job has been assigned, at the time of job entry and in the event that the job classification description is revised or the employee's job is reclassified. Revisions to job classification descriptions and to position descriptions will be made in collaboration with employees currently in those positions. Such notification shall indicate the level placement for the job occupied by the employee. Job classification descriptions for all classifications will be available on the PCC website for employees to access.

5.7.1.2 Position Description

The supervisor shall provide a written position description to the employee and shall assign tasks specific to the employee's position. These tasks shall be consistent with the duties and responsibilities indicated in the job classification description. The supervisor and the employee shall review the job classification description and position description at least annually.

5.7.1.3 Classification Review

Employees may request a review of their job classification description to which their job is assigned by filing a request with PSEC for a classification review through the established PSEC process. Upon receiving the completed documentation, PSEC will begin the 90-day review process.

5.7.1.4 Academic Professional Job Classification Appeals Procedure

An employee may appeal the decision regarding the classification of their job after using the College procedure for requesting an evaluation or reevaluation of their job. The appeal procedures used to appeal job classification level decisions shall allow for Federation representation at the employee's request and shall include the following steps:

A. The employee shall submit their appeal of the job level classification decision to the Associate Vice President of PSEC (AVP, PSEC) within ten business days of the date on the written notification. The AVP, PSEC will give the employee a written decision within 15 business days of receipt of the appeal.

B. The decision of the AVP, PSEC may be appealed by the employee to the Academic Professional Job Factoring Appeal Committee. The appeal request must be in writing, providing such information as required by College procedures. The decision of the Academic Professional Job Factoring Appeal Committee shall be submitted in writing within 30 business days of the date of the employee's request for appeal. Copies of the decision shall be provided to the employee and to the AVP, PSEC. The decision of the Academic Professional Job Factoring Appeal Committee shall be final and binding on the parties.

C. The Academic Professional Job Factoring Appeal Committee shall include three administrators, at least two of whom shall have direct or indirect supervision of Academic Professionals. The Federation shall be requested to appoint two Academic Professionals and will provide replacements at the request of the Academic Professional Job Factoring Appeal Committee. PSEC Department staff will function only as support staff to the Committee.

5.8 Reclassification of jobs from one employee category to another within the bargaining unit.

5.8.1 When Management determines that the duties and responsibilities of an employee's job have changed substantially, a change may be required in the employee category to which that job is assigned (i.e., Instructor, Counselor, Librarian, Academic Professional).

5.8.2 When this occurs, the procedures provided in the reduction in force Article in this Agreement (specifically Articles 24.2.1, 24.2.2, and 24.2.3) shall be followed. The employee identified for layoff may be offered the new job as an alternative to layoff if qualified for the new job.

ARTICLE 6 - HOURS AND WORKLOAD OF FULL-TIME FACULTY AND ACADEMIC PROFESSIONALS AND PART-TIME ACADEMIC PROFESSIONALS

The intent of the workload provisions of this Agreement is to provide bargaining unit members with an adequate opportunity to participate in departmental, campus, and college governance and to do quality work in meeting their professional responsibilities, as identified in Article 5.

6.1 Work Year and Work Week

6.1.1 Each full-time Instructor, Counselor, or Librarian shall have a 176-day work year with a 35-hour work week as defined in Article 6.2, 6.3, or 6.4, except as provided in Articles 6.1.1(b) and 6.1.1(c) below.

(a) The normal work year may be scheduled in any three terms during an academic year. Normally, instructional assignments will be for Fall, Winter, and Spring terms. With the consent of the employee, alternate assignments involving Summer term may be made (e.g., Fall, Spring, and Summer). Such agreements will be documented in writing and copies will

be provided to PSEC and Payroll prior to the beginning of the alternate assignment. Some schedules may result in a salary prepayment to the employee during an appointment year. See Article 16.4.3.

(b) If the employee chooses and Management agrees, the work year may be scheduled in four consecutive terms at a reduced level for each term. There will be no increase in salary. The aggregated work performed during this four-term period will be the equivalent of that performed during a 176-day work year with 35-hour work week (as defined in Article 6.2, 6.3, or 6.4).

(c) The parties recognize that some programs, offered by the College do not fit within the traditional academic year model described above. In order to meet the needs of those programs for flexibility in scheduling, the parties agree that such programs may utilize alternative schedules upon approval through the contract administration meetings (CAM).

6.1.2 Each Academic Professional shall have an annual appointment of between 960 hours and 2,080 hours as defined in Article 1, sections 1.16(c), and 1.21.

6.1.3 The work week of full-time Instructors, Counselors, Librarians, and Academic Professionals, (as defined in Article 6.2, 6.3, 6.4, or 6.5) shall be scheduled on a five consecutive day-a-week basis unless the employee and their Administrative Supervisor mutually agree upon an alternative schedule.

6.1.4 Employees will be notified of their scheduled work days and assigned campus location for the ensuing year prior to the end of Spring term. Schedules will be informed by the needs of students, departments, and the overall College community.

6.1.5 Remote Work Agreements: In some cases, individual employees and their Administrative Supervisor may agree to a remote work arrangement (formerly referred to as telecommuting) in accordance with the process provided in this Article. Employees working an online or remote schedule, or less than 100 percent (100%) of their workweek on-site, will be required to document this arrangement in a Remote Work Agreement.

6.2 Instructor Workload

6.2.1 Instructors shall work a 35-hour work week including college service as defined in Article 5.2 The 35-hour work week typically shall include hours on campus in addition to instructional hours, absent other approved modifications documented in accordance with Article 6.1.5. The workweek shall include availability for student needs, preparation for class, evaluation of student work, and five office hours. Participation in college service as defined in Article 5.2 is a requirement for instructors, will be determined in collaboration with the supervisor, and documented in the assessment review process. Instructors will be allowed flexibility in determining their work schedule and modality in cooperation with their Administrative Supervisor.

(a) It is understood that non-instructional days will consist of seven hours of professional duties.

(b) Instructors shall be available to attend on-campus meetings and events. Participation in meetings and events can be fulfilled through other means such as virtual attendance if approved by their Administrative Supervisor.

6.2.2 Teaching Load. Instructional teaching load will be assigned and monitored by Management using the teaching load factors specified in this Article as a guide. In calculating the teaching load/full-time equivalency (FTE), the number of contact hours per week will be multiplied by the teaching load factor indicated for the instructional component. If a Faculty is assigned courses that include more than one primary instructional component, the teaching load will be calculated for each component, and the results summed to reflect total teaching load for all regular assignments.

The teaching load, averaged over three terms, may range from .92 - 1.15. This load will not exceed the uppermost limits of this range for any given term without the individual Faculty's consent.

FTE for Field Supervision will be calculated by applying the teaching load factor to the number of hours per week the Faculty has been scheduled by their Administrative Supervisor to be in the field with students rather than on the number of hours specified in the course content and outcome guide. The teaching load assigned must be in writing and must specify the number of students supervised and the expected hours of instructional related activities per student.

Teaching load factors for individual courses may be changed only as a result of the revision of course content outcome guides. Teaching loads may deviate from those calculated using teaching load factors according to SAC recommendation and administrative approval. Any changes will be made in such a way as to minimize adverse impact on students and student learning. (Following ratification of this Agreement the Federation and Management will develop a procedure to implement this provision through CAM.)

Instructional Component		**Teaching Load Factor**	**Weekly Range Total Hours***
I.	Lecture including recitations & seminars	.068	14-16
II.	Laboratory A	.046	20-25
III.	Laboratory B & PE Courses	.054	17-21
IV.	Combined Lecture-Lab	.054	17-21
V.	Field Supervision Indirectly Supervised Clinicals	.038	24-30

	Independent Study Practicums Special Projects		
VI.	Cooperative Education**	.038	
VII.	Directly Supervised Clinicals	.054	17-21

* These numbers are provided for reference only. They represent total contact hours if an Instructor's load were exclusively of a single type (e.g., if all lab, 20-25 hours).

** See Appendix E for application of the Co-Op Ed workload factor on a per-student basis.

(a) Definitions: The descriptions below are for purposes of contractual issues related to Faculty workload and are not intended to restrict the pedagogy utilized to ensure student success. For purposes of Online Learning courses, those courses shall carry the same workload designator as classroom sections of the same course.

(i) Lecture—Classes where Faculty effort is primarily on activities such as preparation, grading, and student evaluation which occur outside of and in addition to scheduled class hours. Class format is traditionally lecture, but Instructors may utilize discussion and other class activities to help students master conceptual materials. Student application of concepts is limited.

(ii) Lab A—Classes where Faculty effort is primarily during scheduled class hours. Preparation generally occurs outside class hours, and evaluation of student work generally occurs during class hours. Class format is students working independently with the Instructor available, and in the instructional area, for assistance and supervision.

(iii) Lab B—Classes where Faculty effort in preparation generally occurs outside of scheduled class hours and evaluation occurs outside of scheduled class hours. Class format is a combination of Faculty lectures and demonstrations, guided student interactions, and supervised student application of lectures. Students produce lab notebooks, lab reports, and respond in writing to assigned questions; the Instructor is expected to comment on and grade this written work outside of scheduled class hours.

(iv) Lecture-Lab—Classes where Faculty effort in preparation generally occurs outside of scheduled class hours and evaluation occurs both during and outside of scheduled class hours. Class format is a combination of Faculty lectures and demonstrations, guided student interactions, and supervised student application of lectures. Those courses in which the course content guide does not clearly designate

the number of lecture hours and laboratory hours.

(v) Directly Supervised Clinical—Supervision of students in a setting which involves patient care. Assessment of student learning occurs during and outside of scheduled clinic hours.

(vi) Field Supervision—The placement of students in a work experience activity on or off campus. A College supervisor visits the work site periodically, but the primary supervision is from the employer or other individual contracted to provide the experience.

(vii) Instructional Contact Hours per week—The number of clock hours per week assigned to Instructors in the official College class schedule. This definition excludes those instances in 6.2.2(vi) (Field Supervision) in which Instructor assigned hours are less than student contact hours.

(b) The teaching load for a full-time Composition/Literature Instructor primarily teaching Management-designated writing courses will be 18- 21 hours per week of student contact. This calculation is based on the premise that Instructors of three-credit Management-designated writing classes will spend at least two hours in writing conferences and writing analysis activities outside of regular class time for every three hours of lecture, while Instructors of four-credit classes will spend at least three hours in writing conferences and writing analysis activities outside of regular class time for every four hours of lecture.

Individual conferences will be held with students in designated writing courses at least twice during the term. Course content and outcomes guides will reflect the minimum number of student conferences and minimum number of papers to be written by students. Subject Area Committees (SAC) may request in writing that courses become designated writing courses. If this request is denied, the reasons for denial shall be issued in writing to the SAC. This decision may be appealed by the SAC to the District President or the President's designee for a final decision.

(c) The teaching load for Instructors who teach developmental education courses (except mathematics) shall range from .78 to .96 FTE. The balance of the teaching load, up to 1.0 FTE, will be assigned in the campus or center's tutoring center.

(d) The College will allocate a minimum annual budget of $50,000 to support bargaining unit employees (Academic Professionals, Faculty, Librarians, Counselors) who are involved with rapid curricular or program change. Awards from this budget will be made through the Instructional Improvement Project (IIP) Committee. The IIP Committee membership will represent a balance among Counselors, Academic Professionals, Administration, Faculty, Librarians, programs, and campuses. The

Federation will assist in recruiting and selecting members. Awards may be, but will not be limited to, stipends or release time. Awards will not be made to purchase equipment. Awards will be designated for a specified time period not to exceed two years.

(e) Faculty and Management will periodically review class size limits. (See Article 26.2.4.)

No fourth-week class size combination for an individual Instructor will result in more than 640 student contact hours (SCH) per week (e.g., 16 contact hours with 40 students each). In calculating SCH, students in the following courses will be weighted by 0.5:

PE 10, GED 746, ESL 761, any similar classes. The 640 SCH number is an upper limit, not a standard; and it is not intended, in and of itself, to increase class size.

6.2.3 Assignments

(a) The Program Dean shall assign Instructors for student advising during registration periods. The period of registration will extend from three weeks prior to the start of Fall term classes through the two weeks following the end of Spring term. Consideration will be given to scheduling the non-teaching days in at least two- to three-day blocks, and to the rotation of assignments during Winter and Spring breaks. Instructors shall not be assigned non-teaching days during both the two weeks following the end of Spring term and during the first week of the Fall term registration period without the Instructor's consent. The individual Instructor’s preference shall be taken under advisement in making registration advising assignments, provided the Instructor's timely requests are made in writing to the Program Dean. Assignments for student advising during any period other than that described above will be made only with the consent of the Instructor. Evening registration assignments of up to four hours shall be credited as one-half a contract day.

(b) Instructional assignments will be made based on student and program needs, the qualifications of the Instructor, the teaching modality, and, insofar as possible, the interests of the Instructor. The individual Instructor's preference shall be taken under advisement in making teaching assignments, provided the Instructor’s timely requests are made in writing to the Program Dean. Notification of actual teaching assignments will be given two weeks after the class schedule is finalized. However, this does not preclude changes in the class schedule due to circumstances such as class cancellation and the addition of new classes.

(c) If the faculty member is assigned an online course and has not taught online at PCC, the Instructor is required to successfully complete training prior to teaching online. Asynchronous refresher training will be available

for faculty who are assigned online courses. Refresher training is also required every three (3) years for faculty to continue to be assigned online courses. Training in multiple modalities including asynchronous, remote, and on-campus teaching will be available for instructors teaching in those modalities. For part-time faculty, compensation will be based on a stipend tied to the part-time faculty participation and training rate. Compensation for full-time faculty will be based on a stipend that is tied to the part-time faculty participation and training rate, or an approved equivalent course release when the training is completed outside of the normal work week.

(d) Teaching assignments will not exceed an eight-hour period in a day unless it is necessary to constitute a full workload for the instructor or unless the Instructor has agreed to accept such an assignment. When assigning classes, Management will consider providing for a 12-hour span between the last class of the day and the first class of the next day, based on the starting times for the classes.

(e) Instructors will not be required to have more than four preparations in any term without their consent, or unless more than four preparations are required to constitute a full workload. One preparation is required for each course with a unique (different) course number which is assigned as a part of the Instructor's regular teaching load, which is not concurrent (taught at the same time) with any other course assignment, and which is not team taught. A class time with more than four concurrent courses constitutes another preparation.

(f) The daily work schedule showing a typical week the College is in session including teaching assignments, office hours, and other instructional-related activities shall be approved by the Program Dean. This schedule shall be filed for approval with the Program Dean by the end of the first week of each term.

(g) Instructors shall communicate the availability of office hours to their students and ensure that students can readily meet one-on-one through any synchronous means.

(h) When Instructors are required by Management to travel between campuses, centers, or other facilities on the same day one or more times a week, reasonable travel time will be included in the work week.

(i) Annual assignment letters will be provided to Part-time Librarians at least 30 days before the start of the academic year.

6.2.4 Course Development and Major Revisions:

(a) New course development/major revision of an existing course. In some cases, outside accreditation reporting and compliance, curriculum review or program review may also qualify for release time, a course release, or additional compensation. (See Article 26.2.2.)

(i) The development of a new course content and outcome guide or the major revision of an existing course content and outcome guide must be approved by Management in advance and shall be in accordance with the procedures established by the Vice President of Academic Affairs.

(ii) An Instructor who agrees to accept an assignment for developing a new course content and outcome guide or a major revision of an existing course content and outcome guide shall either receive release time in the form of a course release, a stipend equivalent to release time paid at the instructor's current step level, or additional compensation according to the rate in Appendix D. This shall be specified before the Faculty member agrees to accept the assignment. Such release time or additional compensation is predicated upon the completion of the assignment and its acceptance by Management. Faculty may develop or revise courses under the provisions of this Article without released time or additional compensation.

(b) Instructors who teach classes which have been substantially affected by rapid technological change may apply in writing through their Administrative Supervisors for additional time to revise course materials. The Administrative Supervisor and the Pathway Dean shall each review the application and make a recommendation. If approved by the Executive Officer, the Instructor will receive either release time or additional compensation at the curriculum development rate specified in Article 6.2.4(a)(ii) of this Agreement.

(c) Course delivery or Revisions for Online Learning Courses

The selection of courses and programs (certificate or degree) for online delivery is the responsibility of the academic administration of the College.

The appropriate SAC reviews all proposals for new online courses, evaluates CCOGs for accuracy and currency, determines required textbook(s) and/or instructional materials, and makes recommendations to the sponsoring Program Dean. The Program Dean and the Online Learning Department work with SAC and the assigned faculty member to design courses and programs that align with SAC recommendations.

(d) Course Design for Online Delivery

Designing a course for online delivery may involve a wide range of activities that depends on the faculty member's knowledge of best practices for delivering instructional content online, the extent of existing inclusive, equitable, and accessible learning materials, the nature of the subject matter, the type of media to be created, and other factors. Courses will be reviewed in accordance with College and Online Learning

standards for online course design prior to being offered to students.

Courses selected for online course delivery or revision will be produced under a Letter of Agreement (LOA) between the Instructor, the Program Dean, and the Online Learning Department. The LOA will include project expectations, timelines, requirements, and support such as compensation or release time. Full stipend is tied to the part-time faculty Step 1 Instructor's rate for lecture. When compensation is approved, these projects will be based on the scope of work to be completed by the faculty member.

Agreements for courses being developed for the first time or undergoing major revision will be reviewed in accordance with College standards for online course design prior to being offered. The College can terminate the LOA in the event of unsatisfactory project performance.

6.3 Counselor Workload

6.3.1 Counselors will work a 35-hour weekly work schedule. The Administrative Supervisor, in cooperation with each counselor, will establish a work schedule that allows flexibility in determining the modality that will enable each counselor to meet their job requirements and department needs. The 35-hour weekly work schedule may include evening and weekend hours so as to provide evening and weekend counseling services. Each Counselor's 35-hour workweek will not require more than five work days and will include five hours per week for non-student contact job-related activities unless otherwise agreed to in accordance with Article 6.1.3. Where travel or off-campus activities are required by the Administrative Supervisor, the time required will be included in the work week. Any departmental work days prior to the end of summer term will be optional for Counselors who work three terms (F/W/Sp).

6.3.2 Assignments to career or personal development classes shall not exceed 20 percent of the term workload, without the consent of the individual Counselor. When assigned teaching responsibilities as a part of their direct services workload, Counselors will be allowed one hour of non-instructional time for every three teaching contact hours per week. This will be credited to the Counselor's direct service time and not against their weekly non-student contact time. The Administrative Supervisor will provide a written response for the denial of career or personal development.

6.3.3 If a Counselor has concerns regarding their work schedule, work modality, and/or workload, the Counselor is encouraged to raise those concerns with their Administrative Supervisor, who shall meet with the employee to discuss their concerns. This meeting will take place within a reasonable period of time and will include a discussion about workload priorities, work modality, and/or work schedule, with a goal of a shared understanding about their workload, work modality, and/or work schedule. A written explanation will be provided upon request.

6.4 Librarian Workload

6.4.1 Librarians will work a 35-hour weekly work schedule. The Administrative supervisor, in cooperation with each librarian, will establish a work schedule that allows flexibility in determining the modality that will enable each librarian to meet their job requirements and department needs. The 35-hour weekly work schedule may include evening and weekend hours, so as to provide evening and weekend library and media services. Each Librarian's workload will not require more than five work days and will include five hours for non-student contact job-related activities unless otherwise agreed to in accordance with Article 6.1.3. The work day shall be scheduled in seven continuous hours, excluding meal periods, unless the Librarian consents to another schedule. Where travel or off-campus activities are required by the Director of Libraries, the time required will be included in the work week.

6.4.2 Each Librarian shall file with the Director of Libraries the daily work schedule for the typical week the College is in session.

6.4.3 The preferences of the individual Librarian shall be taken under advisement in scheduling working hours.

6.4.4 Assignments to Library credit classes shall not exceed twenty percent of the term workload, without the consent of the individual Librarian. When assigned teaching responsibilities as part of their direct service workload, Librarians will be allowed one hour of non-instructional time for every three teaching contact hours per week. This will be credited to the Librarian’s direct service time and not against their weekly non-student contact time.

6.4.5 If a Librarian has concerns regarding their work schedule, work modality, and/or workload, the Librarian is encouraged to raise those concerns with their Administrative Supervisor, who shall meet with the employee to discuss their concerns. This meeting will take place within a reasonable period of time and will include a discussion about workload priorities, work modality, and/or work schedule. with a goal of a shared understanding about their workload, work modality, and/or work schedule. A written explanation will be provided upon request.

6.5 Academic Professional Workload

6.5.1 Academic Professionals are FLSA-exempt employees. As such, the expectation of these staff is that their work time is not bound to a fixed schedule. The Administrative supervisor, in cooperation with each Academic Professional, will establish a work schedule that allows flexibility in determining the modality that will enable each Academic Professional to meet their job requirements and department needs.

(a) Where travel or off-campus activities are required by the Administrative Supervisor, the time required shall be included in the work week.

6.5.2 Each year, full-time Academic Professionals will be granted four (4) hours of release time multiplied by the number of months in their appointment for professional development activities. Each year part-time Academic Professionals will be granted release time on a prorated basis. For example, a .5 FTE AP will be granted two hours of release time multiplied by the number of months in their appointment.

6.5.3 If an Academic Professional has concerns regarding their work schedule, work modality, and/or workload, the Academic Professional is encouraged to raise those concerns with their Administrative Supervisor, who shall meet with the employee to discuss their concerns. This meeting will take place within a reasonable period of time and will include a discussion about workload priorities, work modality, and/or work schedule with a goal of shared understanding about the workload, work modality, and/or work schedule. A written explanation will be provided upon request.

6.6 Faculty Department Chair, Administrative Associate, Management Support

6.6.1 Faculty may agree to accept an assignment as a Faculty Department Chair, Administrative Associate, and/or to perform Management support functions.

(a) Faculty Department Chairs shall serve three-year appointments that may be discontinued at any time at the discretion of the Administrative Supervisor. Appointments may be renewed at the discretion of the Administrative Supervisor, in accordance with Articles 6.6.1(b) and 6.6.1(c). There may be more than one Faculty Department Chair, Administrative Associate, and/or Faculty performing Management support functions per program or department, or there may be none.

(b) Faculty in the respective department or program will be given advance written notice of any opening for Faculty Department Chair, Administrative Associates, and/or for Faculty to perform Management support duties. Part-time faculty may be considered in the absence of interested and/or available full-time faculty or as a co-chair in partnership with a continuous appointment faculty member FDC.

(c) The Administrative Supervisor shall solicit the advice of department Faculty before making the selection decision. Probationary or part-time Faculty will not be appointed to a Faculty Department Chair position without the approval of the Executive Officer.

(d) Department Faculty shall be given written notice of who is appointed as the Faculty Department Chair.

6.6.2 Faculty shall be assigned duties from a College Faculty Department Chair job description.

(a) The Faculty Department Chair duties shall be administrative in nature and shall not duplicate Faculty duties as defined in Article 5.

(b) A copy of the Faculty Department Chair job description with duties, as agreed upon by the Administrative Supervisor and the Faculty member, will be provided to the Faculty.

(c) The Federation and Management shall review the Faculty Department Chair job description annually upon request of the Federation through contract administration.

(d) The Faculty Department Chair may be assigned responsibility for conducting assessments of part-time Faculty members under Article 7.2. However, the Faculty Department Chair shall not evaluate full-time Faculty or Academic Professionals except as a peer under Articles 7.4.2, and 7.4.3. They will not evaluate Classified staff.

6.6.3 Faculty compensation shall be in the form of release time, and/or additional pay.

(a) The Faculty and the Administrative Supervisor shall agree, in writing, on the compensation and responsibilities of the position. This agreement shall be subject to the approval of the Pathway Dean and subject to the restriction of Article 6.7.

(b) Normally, additional pay will be used in those instances in which the time required to perform the duties is less than five hours per week. Release time may be granted if the required hours are five or more per week.

(c) The amount of release time shall not exceed the limits described in Article 6.7, but department chairs may receive additional pay in addition to this maximum level of release time. The standard rate of additional pay for the duties will be the Faculty Department Chair rate in Appendix D.

(d) The total amount of release time and extra pay should relate to the number of sections in the department, the amount of support received from other Faculty and staff, and the extent of program coordination responsibilities beyond that of other full-time Faculty. Pathway Deans shall, as a group, review Faculty Department Chair compensation, support, and duties annually in order to provide some consistency among these agreements.

6.6.4 An Academic Professional may be assigned as an Administrative Associate. The amount of time for the tasks shall be agreed upon by the Administrative Supervisor and the Academic Professional, subject to approval of the Pathway Dean. Compensation shall be in the form of release time from the employee's regular assigned duties.

If an Academic Professional accepts a temporary Management position or agrees to replace a Management person for one month or more, he/she will receive the step increase normally associated with a promotion or the bottom of the new range, whichever is greater.

6.6.5 Although Faculty Department Chairs, Administrative Associates, and Academic

Professional Coordinators may be assigned responsibility by their supervisors for directing the work of staff, they are not supervisors or managers and thus do not have the authority to hire, fire, or discipline other employees. They may, however, provide input into such actions, and be responsible for assigning, monitoring, and coordinating the work of other employees and providing them with day-to-day direction. The work of Academic Professional Coordinators as described in this section shall nonetheless be considered supervisory and management experience when applying for positions at PCC.

6.7 Limit on Release Time for All Purposes

Normally, at a minimum, Instructors will teach at least one class per term in the academic year, or, the equivalent workload for a Librarian, Counselor, or Academic Professional.

6.7.1 Instructors: Release time shall normally not exceed an average of 50 percent of instructional workload (as defined in Article 6.2.2), computed over eight terms or two academic years, whichever is less except in instances where the non-instructional work requires the disciplinary expertise of faculty. Any exceptions to these limits must be approved through the Contract Administration Meetings (CAM).

6.7.2 Counselors and Librarians: Release time shall normally not exceed a three-term average of 15 hours per week (50 percent of the 30-hour per week direct services), computed over eight terms or two academic years, whichever is less, except in instances where the non-instructional work requires the disciplinary expertise of Counselors and/or Librarians. Any exceptions to these limits must be approved through the Contract Administration Meetings (CAM).

6.7.3 Academic Professionals: Release time shall normally not exceed a three-term average of 20 hours per week (or 50 percent of the work week) computed over eight terms or two academic years, whichever is less, except in instances where the work requires the disciplinary expertise of Academic Professionals. Any exceptions to these limits must be approved through the Contract Administration Meetings (CAM). This provision shall not apply to part-time Academic Professionals (those working 960-1,386 hours).

ARTICLE 7 - FACULTY AND ACADEMIC PROFESSIONAL ASSESSMENT

7.1 General. The purposes of assessment are to provide the employee with feedback concerning job performance; to provide the College administration with guidance in staffing, planning, and budgeting; and to assure excellence in the delivery of service. Performance assessment shall be done with mutual respect and understanding. Assessments will be fair, objective, job-based, and focused on improving performance. It is the responsibility of the Administrative Supervisor to satisfy the requirements of the assessment process and to ensure that the employee is fully aware of the purpose, responsibilities, and steps in this process.

7.1.1 This Article applies to full-time Faculty members and Academic Professionals

(including probationary, continuous, special probationary, special continuous, and three-term temporary employees) and part-time Faculty members.

7.1.2 For teaching Faculty, the primary purpose of assessment is to enhance the quality of instruction. The Faculty and Management have a shared interest of excellence in instruction, leading to student success.

7.1.3 For instructors teaching in multiple modalities, assessment may include all modalities, in consultation with the faculty member. If teaching the same course in multiple modalities in the same term, the Faculty member and Manager will collaborate as to which course(s) and modalities are assessed. Management may not access or observe any other part of a course (previous or current) without prior agreement by the faculty member, except in cases of an investigation.

7.1.4 For all class modalities, the faculty member and assessor will collaborate and mutually agree prior to assessment about which class(es) will be observed, the duration of observation, and the term of observation.

7.1.5 Any individual performing a faculty assessment must be trained in a uniform, district-wide assessment process, and have passed a norming exercise.

7.2 Part-time Faculty Assessment

7.2.1 Assessment shall consist of a review of the performance of assigned job duties and related responsibilities in accordance Article 5. The assessment plan, focus, and methods shall be shared ahead of time with the employee and shall include, at minimum, a self-assessment from the instructor, some form of student evaluation, syllabus review, and class observation. Other materials that the instructor deems relevant may be shared with the assessor. For each subject area taught, Instructors are to be assessed by each department based on the Instructor's length of employment in that department. The FDCs and/or administrative supervisors shall collaborate with part-time faculty on future assessments. Assessments will be available to all relevant FDCs and administrative supervisors.

7.2.2 Initial Assessment. The initial assessment of Faculty members will happen by the end of their second term of employment. Management may designate the Faculty department chair or another appropriate Faculty member to conduct this assessment. The assessment will include, at a minimum, self-assessment some form of student evaluation, and, unless exceptional circumstances preclude, a classroom visit. (Additional assessment tools are listed in Article 7.2.1 and 7.2.8.) A written summary of any observation or report will be given to the Faculty member.

7.2.3 Second and Third-Year Assessment. All part-time Faculty members will be assessed during their second and third years of employment. Management may designate the Faculty department chair or another appropriate Faculty member to conduct the assessment. The assessment will include, at a minimum, self-assessment, some form of student evaluation, and a classroom visit.

(Additional assessment tools are listed in Article 7.2.8.) A written summary of any observation or report will be given to the Faculty member. Other materials that the instructor deems relevant may be shared with the assessor.

7.2.4 Subsequent Assessments. All part-time Faculty members will be assessed every three years, with approximately one-third of these subsequent assessments in each program conducted each year. Management may designate the Faculty department chair or another appropriate Faculty member to conduct these assessments. Assessments will include, at a minimum, self-assessment, some form of student evaluation, and a classroom visit, (Additional assessment tools are listed in Article 7.2.1 and 7.2.8.) A written summary of any observation or report will be given to the Faculty member. Other materials that the instructor deems relevant may be shared with the assessor.

7.2.5 Assessment for MYC. PT Faculty with MYCs will be assessed on the second year of their MYC and every three years after that in accordance with assessment tools and process listed in 7.2.1 and 7.2.8. An assessment per Article 7.2.4 must be submitted from an MYC to be renewed per Article 4.2.6. In the event of a delayed assessment, the MYC will continue until an assessment can be completed.

7.2.6 Assessment Conference. If desired by either the Faculty member or supervisor, the Faculty member will meet with the supervisor to discuss the results of the assessment and the Faculty member's plans for professional development.

7.2.7 A Faculty member may respond in writing to any element of their assessment. This response shall be placed in the employee's file.

7.2.8 Assessments may include but are not limited to some form of student evaluation, work area observations, self-assessments, peer observations, portfolio presentations, and Management observations.

(a) Work area observations may be done by full-time or senior part-time peers or industry experts as long as the Faculty member knows at least two weeks in advance that such observations are planned. Management may not access or observe any other part of a course (previous or current) without prior agreement by the faculty member, except in cases of an investigation. For all class modalities, the faculty member and assessor will collaborate before or at the start of term about which class will be observed, when it will be observed, and which materials will be assessed. If the observation is of a fully online class, the faculty member being observed must add the observer, with start and end dates of the observation clearly specified. For face-to-face and remote classes, an observation will be limited to one class session. Additional observations must be agreed to by the faculty member. If the observations are of archived online or remote class recordings, the faculty member and assessor must collaborate about access with start and end dates of the observation clearly specified. If part-time Faculty members are used as observers**,** they will be compensated for their time. Faculty members may

invite relevant visitors to their class for peer feedback in order to complement the assessment process and benefit their teaching and/or student learning.

(b) If student evaluations are used, they shall not be the sole basis of assessment. They will take place after the fifth week of the term. This limitation will not apply to short-term or modular courses. Faculty members will be given the results of these student evaluations as soon as possible after the end of the term.

7.3 Part-time Academic Professional Assessment

7.3.1 The Assessment provisions of Article 7.4 of this Agreement shall apply to probationary, continuous, special probationary, and special continuous part-time academic professional appointments.

(a) Part-time academic professionals with temporary appointments shall be provided with a written management assessment within 30 days of the conclusion of the temporary appointment.

7.4 Full-time Faculty/Academic Professional Assessment

7.4.1 The assessment shall consist of an Assessment Plan, an Assessment Review, and an Assessment Conference. The elements to be assessed in each will include:

(a) The performance of assigned job duties and related responsibilities, in accordance with Article 5. These include adherence to College policies and procedures and responsibility for fostering safety, non-discrimination, cultural awareness, and diversity in both the workplace and in the educational environment.

(b) Professional development activities. This will include maintenance of certification or licensure and upgrading skills which may occur through a wide range of activities to keep pace with changing technology/knowledge in the field, discipline, and/or pedagogy (around teaching and learning). (See Article 5.1.2.)

(c) College Service. This includes such activities as participation on College or campus committees, program/department activities, student-related activities, and other duties which enhance the College as defined in Article 5.2.

7.4.2 Probationary/Temporary Employees

7.4.2.1 Assessment Cycles

(a) Temporary staff **(**three-term only) will be assessed in the last term of employment. All elements of assessment will be considered. However, the major focus of the assessment will be the performance of assigned job duties.

(b) Probationary staff will be assessed annually and assessments submitted and signed by all parties by March 31.

7.4.2.2 Assessment Plan. The assessment plan shall be developed by the employee in consultation with the Administrative Supervisor and shall describe the assessment methods to be used and the professional development activities to be completed. This package shall be reviewed annually and will be modified as needed to meet mutual needs.

(a) The assessment plan for probationary employees (including those on special appointments, and full-time temporary employees on assignments of at least three terms) shall be developed during the first term of employment.

(b) The Administrative Supervisor shall assess the educational background and work experience of the employee. Together, they will determine what activities will be used in the professional development component of the assessment plan, and how these activities will be supported by the Administrative Supervisor.

(c) A copy of the assessment plan, including any subsequent revisions, shall be forwarded to the PSEC Department for inclusion in the employee's official Employee File.

7.4.2.3 Assessment Review. The assessment review will include a Management assessment and a self-assessment. The Administrative Supervisor may use work area visitations to support the Management assessment. The Administrative Supervisor and the employee will agree on other methods to be used to gather information for both assessments, which may include peer observations, some form of student evaluation, student work, student focus group discussions, among others. Management and self-assessments for Faculty members will include some form of student feedback, consistent with Article 5.3.4.

7.4.2.4 Assessment Conference. The assessment conference will take place at a date and time specified by the Administrative Supervisor. After the assessment conference, the employee will have the opportunity to request changes to the assessment in writing within five business days before it is finalized by the Administrative Supervisor. The Administrative Supervisor will provide a written response to the employee's request for changes.

(a) At the assessment conference, the employee will provide the Administrative Supervisor with documented evidence of progress toward completion of the plan. Documents may

include letters of peer support, transcripts, and certifications of completion, etc.

(b) The timelines for submitting supplementary documents and for the assessment conference will be set by the Administrative Supervisor. In order for assessments to be reviewed and submitted by March 31 (7.4.2.1(b)), the assessment package must be completed by March 1. In the event the assessment package is not completed by March 1, a progress report will be submitted to the Executive Officer through administrative channels and a copy provided to the employee.

(c) At the assessment conference the activities in the assessment plan will be reviewed. Multi-year plans will be reviewed and modified as necessary. The methods of assessment will be determined for the following year.

(d**)** The management assessment shall be signed by the administrator and by the employee. For probationary employees, the assessment will include a recommendation as to renewal. The management assessment, the employee's self-assessment, and an assessment plan for the coming year shall be forwarded to the Pathway Dean or designee for review. A copy of the management assessment will be provided to the employee, and the original will be sent to PSEC for inclusion in the official Employee File. Employees may submit a written rebuttal to the management assessment to the Administrative Supervisor, which will be included in the employee's official file along with the assessment.

7.4.2.5 Probationary employees who have completed the probationary period and are being recommended for continuous appointment shall design an assessment plan as is required for continuous appointment staff.

7.4.3 Continuous Appointment Staff

7.4.3.1 Assessment Cycle. Continuous staff will receive an assessment review every five years. The Administrative Supervisor may conduct an assessment in less than five years if warranted. Assessment review will include approximately one-fifth of the continuous staff in each program being assessed each year. Assessment plans will be reviewed annually.

7.4.3.2 Assessment Plan. Each continuous appointment staff shall develop a five-year assessment plan in consultation with their Administrative Supervisor. This plan must be submitted in writing to the Administrative Supervisor during Spring term preceding the year the plan is to be implemented.

(a) The assessment plan shall be designed to support job competence, to enhance knowledge in the discipline or assignment of the continuous appointment staff, and to encourage involvement in College activities. The plan shall consist of a statement of goals and activities which will be undertaken to complete the assessment process and how these activities will be supported in appropriate dollars and/or time by the Administrative Supervisor.

(b) Annual review of progress in assessment. During Spring term of each year, continuous appointment staff shall submit a brief written report to the Administrative Supervisor summarizing the progress made toward the completion of the goals and activities in the assessment plan. The Administrative Supervisor shall respond in writing to the report.

(c) The continuous appointment employee and the Administrative Supervisor may agree to make any necessary revisions in the assessment plan.

(d) A copy of the assessment plan and report of progress toward completion of this plan shall be forwarded through administrative channels to the employee's official Employee File.

7.4.3.3 Assessment Review. The assessment review will include a Management assessment and a self-assessment. When the assessment plan is developed, the Administrative Supervisor and the employee will agree on the methods to be used to gather information for both assessments, which may include peer observations, management observations, some form of student evaluation, student work, student focus discussions, among others. Management and self-assessments for Faculty members will include some form of student feedback, consistent with Article 5.3.4.

7.4.3.4 Assessment Conference. The assessment of the continuous appointment employee shall be discussed at a meeting with the Administrative Supervisor. After the assessment conference, the employee will have the opportunity to request changes to the assessment in writing within five business days before it is finalized by the Administrative Supervisor. The Administrative Supervisor will provide a written response to the employee's request for changes.

(a) Documentation which supports the completion of goals and objectives of the assessment plan shall accompany the assessment when appropriate. Documentation may include peer support, transcripts, and certificates of completion, among others.

(b) The management assessment shall be signed by the Administrative Supervisor and by the employee. The management assessment, the employee's self-assessment, and an updated assessment plan shall be forwarded to the Pathway Dean or designee who will review, acknowledge, and send on to the official Employee File. A copy of the management assessment will be provided to the employee. Employees may submit a written rebuttal to the management assessment to the Administrative Supervisor, which will be included in the employee's official file along with the assessment.

7.5 Student Evaluations

General. The purposes of student evaluations are to provide the faculty member with constructive feedback concerning job performance and to assure excellence in the delivery of service. Accordingly, employees will have access to student evaluations of their sections taught.

7.5.1 All Full-time and Part-time Faculty will conduct student evaluations for each section taught using a College-approved evaluation tool. The results of the student evaluations will be available to the Faculty member.

7.5.1.1 Part-time Faculty. The results of the student evaluations for Part-Time Faculty may be reviewed by the Faculty Department Chair, a designated Faculty member, or the Program Dean/Administrative Supervisor. Student evaluations may be used as one of multiple methods per Article 7.28. The results of the student evaluations for Part-time faculty for at least one section per term will be made available to the Faculty Department Chair, a designated Faculty member, and the Program Dean/Administrative Supervisor. The Faculty member will identify which course evaluations will be made available to the Faculty Department Chair, a designated Faculty member, and the Program Dean/Administrative Supervisor prior to teaching the course. If the Faculty member does not identify the course prior to the start of the term, the Program Dean/Administrative Supervisor shall have the discretion to select the course. During an assessment year, the Faculty member will provide student evaluations of all sections taught to Faculty Department Chair and the Program Dean/Administrative Supervisor. The Faculty member may provide additional section evaluations from prior years to the Program Dean/ Administrative Supervisor.

7.5.1.2 Full-time Faculty. The results of student evaluations for Full-time Faculty for at least one section per term will be made available to the Program Dean/Administrative Supervisor. The Faculty member will identify which course evaluations will be made available to the

Program Dean/Administrative Supervisor prior to teaching the course. If the Faculty member does not identify the course prior to the start of the term, the Program Dean/Administrative Supervisor shall have the discretion to select the course.

During an assessment year, the Faculty member will provide student evaluations of all sections taught to the Program Dean/Administrative Supervisor. The Faculty member may provide additional section evaluations from prior years to the Program Dean/Administrative Supervisor.

ARTICLE 8 - OVERLOADS AND FOURTH TERM EMPLOYMENT

8.1 Overloads and fourth-term employment are assignments which exceed the work week, work year, and workload definitions in Article 6 of this Agreement. The assignments of overloads and fourth-term employment are Management prerogatives. The employee has no inherent right to these assignments from one academic term to the next nor from one academic year to the next. Such assignments are not mandatory for the employee except as provided in 8.3.2.3(a). The preservation of curriculum continuity as a factor in educational quality will be considered when making assignments for overloads and fourth-term employment.

8.2 Overloads

8.2.1 Definitions

8.2.1.1 Assignments district-wide are counted toward an employee's full load. Assignments beyond the full load will be considered an overload regardless of the location of the assignment within the district. If an employee is working less than a full load in his or her primary department, the employee cannot be assigned an overload in another department.

8.2.1.2 Instructors: The assignment of classes in excess of the teaching load defined in Article 6.2.2 and in excess of the 30-hour per week on campus requirement in Article 6.2.1 of this Agreement.

8.2.1.3 Counselors and Librarians: The assignment of additional direct service hours or of classes in excess of the 35-hour per week on campus requirement of Articles 6.3 and 6.4 of the Agreement. For the assignment of additional days during the appointment year, see 8.3.2.1. (b).

8.2.1.4 Academic Professionals: The overload provisions of this Article apply only when they teach in addition to their regular full-time work assignment. The administrator may schedule the overload class during the regular workday and reschedule the workday around the class.

See Article 16.3.2(d) when Academic Professional employees teach as part of their regular work assignment.

8.2.1.5 Overloads are also in addition to the performance of professional duties as defined in Articles 5 and 6 of this Agreement.

8.2.2 Overload Limitations. The maximum overload assignment for Instructors (including Academic Professionals) shall be one class (not to exceed an additional 0.350 FTE teaching load factor). The maximum overload assignment for Instructors teaching one credit (Career Guidance or Library classes shall be three classes not to exceed an additional .204 FTE teaching load factor). Overload assignments for Counselors and Librarians shall not exceed five scheduled working hours per week.

In exceptional circumstances, approved by the AVP of Academic and Career Pathways, an Instructor, Counselor or Librarian may have two overloads in one term. However, no Instructor, Counselor, or Librarian may have more than four overloads within three terms of an appointment year.

8.2.3 Employee Responsibilities. The employee shall notify her/his primary Administrative Supervisor when accepting an overload assignment from another department or campus so as not to exceed the overload limits in 8.2.2 of this Agreement. The employee shall not accept overload assignments which exceed the overload limitations of 8.2.2.

8.2.4 Overload Schedule. The employee's preference in the scheduling of overload classes shall be taken into consideration. However, since overloads are over and above the regular work day, provisions in Article 6.2.3(d) which limit the span of the Instructor's work day to eight hours, shall not apply.

8.2.5 Compensation. Overloads shall be compensated at step 9 or 5 of the applicable rates from the part-time pay schedule in Appendix C.

8.3 Fourth Term Employment. Full-time Faculty who work a fourth term will normally do so on a part-time basis; however, at Management’s discretion, they may do so on a full-time basis. Faculty working on a full-time basis will be expected to perform all of the duties required of full-time Faculty as described in Article 5 – Professional Duties.

8.3.1 Employment of Full-time Faculty on a Part-time Basis for Fourth Term

8.3.1.1 Definitions

a. Instructors: The assignment of classes during a fourth term of employment for less than a full teaching load (i.e., less than .82 FTE).

b. Counselors and Librarians: The assignment of classes or direct service hours for less than seven hours per day.

8.3.1.2 Compensation for part-time fourth term employment. Compensation shall be at step 9 or step 5 of the applicable rates from the part-time pay schedule in Appendix C.

8.3.2 Full-time Fourth Term Employment

8.3.2.1 Definitions

a. Instructors: Assigned to work during a fourth term of employment with a full teaching load as defined in Article 6.2.2 of this Agreement for a regular eleven- or twelve-week term. The teaching load may be compressed during Summer term to a minimum of eight weeks and may be scheduled for a four-day week. Instructors assigned a full teaching load will complete a minimum of thirty hours a week on campus.

b. Counselors and Librarians: A full load for purposes of fourth-term employment is defined as extra seven-hour workdays in addition to the regular 176-day work year. These extra days may be assigned throughout the academic year.

8.3.2.2 Overloads during fourth term employment. No overloads will be assigned to Faculty on fourth-term employment without the approval of the Executive Officer. Overloads shall be compensated per 8.2.5.

8.3.2.3 Fourth Term Employment Schedules: A fourth term of employment may either precede or follow the regular three-term appointment year.

a. Fourth-term employment may be a required part of an Instructor's, Counselor's, or Librarian's work year when necessitated by the needs of programs and when their salaries are funded in whole or in part by grants or contracts.

8.3.2.4 Employee responsibilities. The employee shall notify her/his primary administrator if accepting an assignment from another department or campus during fourth term employment, whether full-time, part-time, or on an overload basis.

8.3.2.5 Approval and Compensation. Fourth-term employment for full workload assignments shall be paid at 100% of the Full-time Faculty member’s hourly rate on the full-time Faculty Salary Schedule in effect at the time of the fourth term employment. Full-time fourth term employment can only be approved by the District President or their designee and the approval must be in advance in writing. (See Appendix A.)

ARTICLE 9 - SUBSTITUTES

Classroom substitutes or other alternative instructional modalities will be authorized for those instances in which the Administrative Supervisor has approved the Instructor's absence in advance. An Instructor may arrange for her/his own substitute(s), but the substitute(s) must be approved in advance by the Administrative Supervisor. Instructors shall be assigned as a substitute only with their consent.

ARTICLE 10 - COLLEGE LOCATION ASSIGNMENTS

10.1 It is understood that employees are employed by the Portland Community College District and not for a specific campus. Management will determine the initial assignment of a Faculty or Academic Professional's location at the time of employment. Only Section 10.3 of this Article is applicable to temporary Faculty.

10.2 Transfers

10.2.1 Work Location. Annually, after reviewing the staffing needs and any written statement of circumstances and preferences submitted by an individual employee, Management will determine the assignment of the employee's work location for the ensuing academic year and notify the employee in accordance with the timelines specified in Article 6.1.4 of this Agreement.

(a) Normally, Academic Professionals will be assigned to work locations for a full appointment year. However, employees may be reassigned to other work locations during the year to meet program needs. Management will first seek qualified volunteers for the assignment. If no qualified employee volunteers, Management may assign an employee to the work location with twenty (20) business days written notice. Decisions to reassign employees will also take into consideration the needs of the employees.

(b) Normally, Faculty will be assigned to work locations for a full appointment year. However, employees may be reassigned to other work locations during the year to meet program needs due to emergencies or unforeseen events. Management will first seek qualified volunteers for the assignment. If no qualified employee volunteers, Management may assign an employee to the work location. When possible, decisions to reassign employees will also take into consideration the needs of the employees.

(c) Faculty may be required to shift their teaching assignment to meet program needs due to emergencies and unforeseen circumstances. Faculty may also be required to teach additional available classes in subsequent terms in order to maintain their contractual workload or perform other work duties approved by the Vice President of Academic Affairs or designee.

10.2.2 A continuous appointment employee who wants to be considered for transfer to another campus or administrative unit must submit a request in writing to PSEC by December 1 of the year preceding transfer in order that the request may be considered in the annual review of the employee's assignment under the provisions of Article 10.2.1 above.

10.2.3 A continuous appointment employee may also request transfer in order to fill an announced job opening in the same discipline or job classification at another campus or administrative unit. The

employee's request will be taken into consideration before the location of the new employee's assignment is established. Such requests must be submitted prior to the closing date specified in the job announcement.

(a) At the employee's request, the Administrator of the administrative unit to which the employee wishes to transfer under the provisions of Article 10.2.2 or 10.2.3, shall meet with the employee regarding the employee's transfer request. If the request is denied, the Administrator will explain the reason for the denial.

10.2.4 In the annual review of employee location assignments under Article 10.2.1 above, Management will consider the benefits to the institution and the individual employee of changing campus location/administrative unit assignments at three-to-five-year intervals. Employees who wish to be considered for such changes shall follow the provisions of Article 10.2.2.

10.3 Assignments Requiring Travel. Whenever feasible, Management will consider rotation of assignments which require travel between College campuses or facilities among subject area Faculty or Academic Professionals.

10.3.1 Assignment of classes so as to require travel between the Instructor's primary office location and the other College campuses or facilities on the same day shall be made only when the scheduling needs of the College require it. The necessity for this travel shall be mutually discussed among the Vice President or designee, the Department Administrator, and the Instructor. The results of such mutual discussions shall be utilized in making the final decision. Required travel costs shall be reimbursed in accordance with Management designated procedures.

10.3.2 Assignment of classes so as to require travel between the Instructor's campus of assignment and other College campuses or facilities on different days of the work week shall be made only when the scheduling needs of the College require it. The necessity for this travel shall be mutually discussed among the Vice President or designee, the Department Administrator, and the Instructor. The results of such mutual discussions shall be utilized in making the final decision.

ARTICLE 11 - EMPLOYEE FILES

The College PSEC Department shall maintain the official Employee File on each employee**.**

Documents in the employee file shall be maintained according to state law. This file will contain only those documents pertinent to the employment history of an employee. Non-disciplinary

materials removed from the file will be returned to the employee. Any official grievance filed by an employee shall not be placed in the file and shall not be used in any recommendation for job placement.

Documents relating to assessment or discipline shall be signed or initialed by the employee before placement in the employee file, indicating that the material has been read. Other Management-initiated documents directed to be placed in the employee file will either be addressed to the employee or copied to the employee so that the employee knows that the material is being added to the file.

Disciplinary actions will be removed from the official Employee File (Article 22.11) upon the request of the employee to their Administrative Supervisor.

The employee may review and/or copy any material in her/his employee file. The employee may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related.

The PSEC Department shall maintain a review log in each employee's file. The name of any person reviewing such file shall be recorded in the log with the date of review. Only authorized staff of the PSEC Department shall be exempt from the use of such a log.

Employee files shall not be removed from the PSEC Department unless required by law, or upon subpoena by a court or by an administrative agency with competent jurisdiction.

ARTICLE 12 - JOB SHARING

12.1 Definitions

Job sharing shall refer to one full-time position being shared on an approximately equal basis by two current employees. The two current employees must be similarly qualified. The purpose of job shares is to meet the professional-development and personal needs of employees while assuring the College a level of service and quality that is at least equal to the level that would be provided if the position were held by one full-time employee. There shall be two types of job shares: (a) permanent and (b) temporary. In either case, at least one of the job share partners shall be a full-time employee who has obtained their position through a competitive recruitment, as described in 3.1 and 3.2.

12.2 Permanent Job Share

12.2.1 Two current full-time employees in the same subject area or category (i.e., Librarian, Counselor, Academic Professional) may apply to share a position on a permanent basis. Alternatively, if only one employee desires to be part of a permanent job share, the College may choose to create a .5 probationary full-time position, which will be filled according to Article 3.2.

12.2.2 When two full-time employees choose to job share on a permanent basis, the result will normally be a vacant full-time probationary position, which will be filled according to Article 3.2.

12.2.3 Once an employee has elected to be part of a permanent job share, a return to full-time status shall depend on the staffing needs of the department and the College and the qualifications of the employee(s). If an employee chooses to return to full-time status, they shall have the right to do so, provided that a vacant probationary position (for which they are qualified) opens in the subject area, category (i.e., Librarian, Counselor), or Academic Professional job classification.

12.2.4 If one of the partners chooses to leave the job share situation (e.g., to return to full-time status, or due to retirement or resignation), the other partner may (a) remain in a job share on a permanent basis if another full-time employee wishes to enter into a permanent job share situation; or (b) remain in a job share if the College chooses to search for a permanent job share partner, as described in 12.2.1; or (c) remain in a job share on a temporary basis if a partner can be found; or (d) return to full-time employment. It is understood that (a), (b), and (c) will require Management approval. If this situation arises mid-year and a permanent or temporary partner cannot be found, and the remaining partner is unable to return to full-time employment, Management may use part-time employee(s) to replace the vacating partner for the remainder of the fiscal year.

12.3 Temporary Job Share

Temporary Job Shares can be between two current full-time employees in the same subject area or category (i.e., Librarian, Counselor, Academic Professional) or between a current full-time employee and a similarly qualified current part-time employee.

12.3.1 Job Shares between two current full-time employees:

12.3.1.1 Two full-time employees may job share for one or two years. At the employees' request and management's approval, the temporary job share may be renewed for an additional one or two years, for a maximum of four years.

12.3.1.2 When two full-time employees job share, the result will normally be a vacant full-time temporary position, which will be filled according to Article 3.6.4. If the temporary job share is renewed there will be a new search for a temporary full-time replacement, according to Article 3.6.4. The person in the full-time temporary position may or may not be selected again.

12.3.2 Job shares between a full-time employee and a current part-time employee:

12.3.2.1 A full-time employee and part-time employee may job share for one or two years. The part-time partner may be selected according to the procedures in Article 3.6.4 or may be selected by the full-time partner, with Management's approval. At the full-time employee's

request and Management's approval, such job shares may be renewed indefinitely, according to the procedures in 12.3.2.2.

12.3.2.2 If Management approves the full-time employee to continue the temporary job share (for up to an additional two years at a time), the department will initiate a new competitive recruitment for a part-time partner, as described in Article 3.6.1.3 and 3.6.4. The original part-time partner may or may not be selected again.

12.3.2.3 The full-time partner will have significant input into the selection of the partner.

12.3.2.4 The partner who was previously part-time will be considered a temporary full-time employee and will be hired and employed under the provisions of Article 3.6.

12.3.2.5 The employee initially in the regularly-budgeted full-time position retains the right to return to full-time status. The partner will be given at least one term's notice of the termination of the job share.

12.3.3 If Management chooses not to continue a two-year temporary job share beyond one year, the employees will be notified by the end of Winter term.

12.4 Application Procedures

12.4.1 A full-time employee or pair of full-time employees wishing to share a position shall submit a proposal to the administrator of the department. Where possible, the requests shall be submitted by December 1 of the fiscal year preceding the requested initiation of job sharing. Such proposal shall include a plan for the division of responsibilities and the work year schedule. Proposals shall specify the beginning and ending dates if the arrangement is to be temporary.

12.4.2 Management shall retain all rights to approve or disapprove a proposal, made under this Article. Management shall communicate its decision in writing to the full-time partners prior to the end of the Winter term preceding the year of requested implementation. Denial of a job share shall not be subject to the grievance process pursuant to Article 25.

12.4.3 In a temporary job share situation, the search for the temporary full-time replacement or part-time partner will normally occur during the Spring term preceding the year of requested implementation. Following the selection, the part-time partner will work with the full-time partner and immediate supervisor to create a plan for the division of responsibilities and the work year schedule.

12.5 Other Provisions Related to Job Sharing

12.5.1 All salaries (Article 16), insurance (Article 17), and paid leaves (Article 19) shall be provided to each employee on a pro-rated basis as determined by

the Associate Vice President of PSEC based on the work year schedules of the Faculty or Academic Professional. If Faculty or Academic Professional is not a continuous appointment employee(s), the probationary period shall follow Article 3 (not prorated).

12.5.1.1 Both employees shall receive salary step increases on an annual basis.

12.5.1.2 Eligibility for benefits which require length of service to determine eligibility (such as professional leave and early retirement) shall be assigned in accordance with Articles 20 and 14.

12.5.1.3 Compensation for professional leave will depend on whether the job share is temporary or permanent. If temporary, the job share will end prior to the beginning of the professional leave, the employee will revert to full-time and the employee will be paid at the appropriate rate as specified in Article 20. If the job share is permanent, the employee will be paid the appropriate rate as specified in Article 20, applied to the employee's pro-rated salary.

12.5.2 Faculty in a job-sharing situation shall be eligible for staff parking permits at the part-time staff rate.

ARTICLE 13 - ACADEMIC FREEDOM

13.1 Faculty are entitled to academic freedom which carries with it academic responsibility to the students, to the community, and to the College. Academic freedom depends on 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 Faculty in teaching and of the student to freedom in learning.

13.2 When teaching, Faculty are entitled to freedom in the classroom in discussing the subject, but, while controversy is at the heart of free academic inquiry, Faculty shall not persist in introducing material which has no relation to the subject into their teaching.

13.3 As members of the College, employees seek above all to be effective in their assigned duties. Although they shall observe the stated regulations of the College, employees maintain their right to criticize and seek revision.

13.4 Faculty are entitled to full freedom in research and in the publication or production of the results subject to the adequate performance of other academic duties and in concert with the provisions of Article 28 Intellectual Property Rights.

13.5 Employees are citizens, members of a learned profession, and members of the College. When they speak or write as citizens, they shall be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and as educators, they should remember that the

public may judge their profession and the College by their utterances. Hence, they shall at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not College spokespersons.

13.5.1 As members of the community outside the College, employees have the rights and obligations of any citizen. The exercise of such rights shall not be grounds for discipline unless the employee fails to carry out those obligations as specified in 13.5. Employees individually determine the amount and character of their civic, political, and community involvement outside the College with due regard to their responsibilities within it. As citizens engaged in a profession that depends on freedom for its health and integrity, employees have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

13.6 Articles 13.1 through 13.4 will also apply to Academic Professionals when teaching as Faculty when conducting scholarly research, and when presenting or publishing the result of scholarly research.

ARTICLE 14 - RETIREMENT

14.1 In order to provide the College with sufficient time to recruit and hire replacements, all employees are encouraged to provide at least 90 days advance notice. Faculty members who intend to retire under the provisions of this Article are encouraged to provide notice by May 15 of their intent to retire during or at the end of the following academic year. Such written notices shall be submitted to the employee's Administrative Supervisor.

14.2 Employees will be retired according to state law. The College and employees will participate in the various contributory retirement plans provided by the laws of the State of Oregon. In addition to the PERS retirement benefit, employees who meet the requirements in 14.6 will be entitled to the enhanced retirement benefits described therein.

14.3 Effective October 1, 2001, the College reinstated the "pick-up" of the 6% employee contribution to PERS for eligible full-time Faculty and Academic Professional employees in accordance with the applicable statutory provisions and administrative rules. In consideration of this provision, the salary schedules for full-time Faculty and Academic Professionals were adjusted by an offsetting 6%.

14.3.1 The College shall pay the 6% Public Employee Retirement System contribution due from each eligible part-time Faculty member and Academic Professional without deduction or withholding such contribution from pay.

14.4 The College shall participate in and employees may be compensated for accumulated unused sick leave in the form of increased retirement benefits in accordance with state law.

14.5 Employees in benefits-eligible positions prior to retirement who retire under the provisions

of this Article shall be able to participate in College group health, dental, prescription, and vision care plans, subject to approval by the insurance carriers, and provided that the retiree pays the premiums.

14.6 Effective September 1, 2011, an employee who has completed ten consecutive years of full-time employment (excluding temporary appointments) with the College AND who has EITHER thirty years of creditable service in the State Public Employee Retirement System OR who is at least 58 and not more than 64 years of age shall have the option of an early retirement program which will provide the employee $400.00 per month for a maximum period of four years. Such payments will terminate at the end of the month in which the employee reaches the age of 65 or at the end of four years, whichever comes first.

Eligible employees can elect to receive a lump sum payment in lieu of the monthly stipend discounted to present value. The lump sum payment will be based on the number of months that the employee is eligible to receive the monthly stipend up to a maximum of 48 months. The lump sum payment will be paid on the first payroll following the date of retirement. Employees choosing this option must give written notice to the employee's Administrative Supervisor no later than 90 days prior to the employee retirement date. The retirement date shall be July 1, unless a different date is approved by the District President.

14.6.1 Employees who have retired will receive the stipend under the terms and conditions specified in the Agreement which was in effect at the time of their retirement. The stipend shall be discontinued in the event that the retired employee dies before the end of the completion of the four-year maximum period or attains the age of 65.

14.7 For those employees who retire under the provisions of 14.6 above, on or after September 1, 2011, health, dental, prescription, and vision care premiums for those insurance programs provided by the College shall be paid for the retiree and one eligible dependent up to the College paid maximums for the health insurance premiums (Article 17.2.2) specified in the Faculty Agreement in effect at the time of their retirement. These premiums shall be paid for a maximum of six years or until the end of the month prior to the month in which the employee reaches age 65, whichever comes first. The implementation and continuance of this subsection is subject to approval by the insurance carriers.

ARTICLE 15 - TUITION WAIVER

15.1 Full tuition shall be waived for any eligible employee and for the employee’s eligible dependents who enroll in classes at Portland Community College. Such classes may be with or without credit. Temporary employees (one, two, or three terms) are eligible for tuition waivers during the period of their employment only.

15.1.1 Eligible dependents include the employee’s spouse/domestic partner and dependent children under the age of 24 and as defined by the Federal

Internal Revenue Service; or, a dependent child who is incapable of self-support because permanently mentally or physically incapacitated and became so before age 24.

15.1.2 Full-time Faculty/Academic Professional.

15.1.2.1 The tuition waiver shall apply to a maximum of eight credit hours per term.

15.1.2.2 Eligible dependents shall be eligible for up to 19 credits per term each for a maximum of the credits required to obtain a two-year degree in a College program.

15.1.3 Part-time Faculty/Academic Professional.

15.1.3.1 The tuition waiver shall apply to a maximum of six credit hours or two classes per term, whichever is greater.

15.1.3.2 For part-time Faculty, tuition waivers may be used during a term in which the Faculty member is employed and during the term which immediately follows the term in which the Faculty member is employed.

15.1.3.3 Eligible dependents shall be entitled to a maximum of six hours or two classes per term, whichever is greater. A child who is an eligible dependent of two part-time Faculty or Academic Professional employees is entitled to a maximum of twelve credits or four classes per term, whichever is greater.

15.2 The employee shall register for any Portland Community College classes during employee's non-working hours and in accordance with the College's registration schedule and procedure.

15.3 Attendance at any class by an employee shall not interfere with the employee's regular responsibilities to students or with the employee's classes and other assigned duties.

15.4 It is understood that no class will be conducted which would not have met without the enrollment of such tuition waiver students. A non-tuition waiver student shall not displace a tuition-paying student.

15.5 The tuition waiver may be used by an employee or eligible dependent for CED/CEU courses. The dollar value per term for CED/CEU classes shall not exceed the dollar value of tuition (as approved by the Board) for the maximum number of above hours of credit classes.

ARTICLE 16 - SALARY AND HOLIDAYS FOR FULL-TIME FACULTY AND ACADEMIC PROFESSIONALS AND PART-TIME ACADEMIC PROFESSIONALS

16.1 Salary Placement. Initial salary placement for a new bargaining unit employee shall be determined by Management.

16.1.1 The initial salary placement of a new employee who meets the minimum education and/or experience requirements of the position shall be Step 1.

16.1.2 Advanced initial salary placement for directly relevant professional, business, or industrial experience may be applied for new Academic Professionals and shall be applied for new full-time Faculty as follows:

(a) Approved full-time paid teaching or applicable professional experience, one additional step for each two years completed.

(b) Approved and applicable full-time paid applicable business or industrial experience, one additional step for each two years completed.

(c) Part-time experience will be credited on a prorated basis.

(d) Part-time faculty hired as Full-time faculty (either in a temporary or permanent position) will be placed at their current part-time step on the Full-time Faculty Schedule in Appendix A.

(e) The level of placement for any combination of education and experience shall not exceed Step 3 under normal circumstances. The maximum step may only be exceeded with the approval of the President.

16.1.3 The President may authorize placement above Step 3 at their discretion.

16.1.4 Salaries for employees who apply for and are hired into a different position within the bargaining unit shall be determined by the criteria in Article 16.1.2 of this Agreement. This change in positions may be to or from Instructor, Counselor, Librarian, or Academic Professional employee categories.

16.1.5 A Faculty member relocated to an Academic Professional position following the elimination of the Faculty position, shall not suffer a loss in annual salary. Their salary shall be frozen until the salary range for that Academic Professional position exceeds the employee's salary. It is understood that the new positions may require additional days and/or hours but that the employee will receive the same compensation.

16.1.6 Changes in Academic Professional Salary/Classification Level.

An Academic Professional employee who is promoted or reclassified to an Academic Professional position at a higher grade level will be placed on the step of the new range that results in at least a 5 percent increase.

When an Academic Professional employee is assigned to a job at a lower salary level as a result of layoff or reclassification, the employee's pay will be frozen until it falls within the salary range for that level. An Academic Professional who applies for and is appointed to a position at a lower level shall be paid the salary at the level in accordance with Article 16.1.

16.2 Annual Salary Increases

16.2.1 Full-time Faculty who have completed at least two-thirds of their appointment year and who have demonstrated satisfactory completion of the assessment plan and/or the assessment review, as applicable, in Article 7, shall progress one step on the Salary Schedule in effect as of September 1 of that year (Appendix A).

16.2.2 Academic Professionals who have demonstrated satisfactory completion of the assessment plan and/or assessment review, as applicable, in Article 7, shall progress one step on the salary schedule in effect as of September 1st of that year (Appendix B). Academic Professionals hired mid-year from January 1st to April 30th, are not eligible for a step increase but receive a prorated lump sum payment based on the hours worked by August 20th of that year (i.e., a proportionate share of the increase they would have received if they had been eligible for the step movement.) Academic Professionals hired on or after May 1st are not eligible for this increase, The pro-rated lump sum payment is paid on October 1st.

16.2.3 Employees granted a leave of absence without pay (for other than educational purposes or leave for service in appointed or elected office under Article 19.11.4(a)) for two-thirds of their appointment year or for one-half of their appointment year in two consecutive academic years shall not advance to the next step on September 1. However, employees who complete an average of at least two-thirds of an appointment year during two consecutive academic years while on leave shall advance to the next step on September 1 following completion of the leave of absence.

16.2.4 An employee on a disciplinary probation, as provided in Article 22 of this Agreement, shall not receive an annual step increase. After the satisfactory completion of the improvement plan, the employee will receive their annual step increase retroactive to September 1 or a maximum of three months.

16.2.5 Employees on temporary appointments shall be placed and shall progress on the salary schedule in the same manner as all other bargaining unit employees.

16.3 Salary Schedule

16.3.1 Full-time Faculty Salary Schedule (Appendix A)

(a) The Full-time Faculty Salary Schedule in Appendix A shall become effective with the September pay period of the applicable year (the October 1 pay date).

(b) The Faculty Salary Schedule shall be in effect for Instructors, Counselors, and Librarians for the duration of this Agreement. This salary schedule is based on 180 days (176 work days plus four holidays per year) and a 35-hour work week.

16.3.2 Academic Professional Salary Schedule (Appendix B)

(a) The Academic Professional Salary Schedule in Appendix B shall become effective with the September pay period of the applicable year (the October 1 pay date).

(b) The Academic Professional Salary Schedule shall be in effect for the duration of this Agreement. This salary schedule is based on a 2,080-hour appointment year. Compensation for part-time Academic Professionals shall be pro-rated to their FTE or authorized hours of work.

(c) An Academic Professional in a job assignment which requires bilingual skills (including sign language) shall receive additional premium compensation of 5 percent unless the bilingual requirement is already included in and factored into the job classification description.

(d) Teaching Stipend for Academic Professionals

(i) The teaching stipend will be paid to Academic Professionals only if they are providing services which are not listed in Article 5.7.

(ii) The teaching stipend will be paid to the Academic Professional for instruction done in the classroom as a regular part of a program curriculum.

(iii) The teaching stipend for Cooperative Education courses, as required under the provisions of Article 6.2.2, may be paid the term following the term in which the teaching was performed.

(iv) The teaching stipend shall be based on the difference between the Academic Professional's current hourly rate and the hourly overload rate as described in Appendix C. The difference shall be multiplied by the total hours taught during the term.

(v) Full-time Academic Professionals who teach outside of their regular assignment will be paid at the Faculty overload rate contained in Article 8.

(vi) Academic Professionals will teach no more than an average of ten hours per week over a term.

16.3.3 Temporary Faculty Salary Schedule: Temporary one or two-term Faculty shall be paid at the hourly rate from the appropriate salary schedule on Appendix A.

16.3.4 Fourth Term Employment Salary Schedule for Full-time Assignments. (See Appendix A.)

16.4 Other Pay Topics

16.4.1 When the appointment year is less than 2,080 hours for Academic Professionals, the monthly payment shall be based on the hours worked that month. The salary

of an employee on a full or partial leave of absence shall be as provided in Article 19.11.2(b) of this Agreement.

16.4.2 The salary of an employee who fails to complete the required work schedule during the appointment year shall be adjusted based on the percentage of work schedule completed.

16.4.3 Faculty who have individual appointment years which begin on July 1 of each year actually receive two months of advance pay. In the event a termination (resignation, retirement, dismissal) or leave without pay occurs before the end of the appointment year, the Faculty's salary will be adjusted based on the number of work days completed. The Faculty must reimburse the College for any overpayment.

(a) Faculty members who wish to attend such overpayment may apply to PSEC to have their appointment year changed to September 1 under one of the following options:

(i) Pay back the two months in one year (annual salary divided by 14 months).

(ii) Pay back the two months in two years (annual salary divided by 13 months for two years).

(iii) Elect to receive no pay for the months of July and August for one year.

(iv) Make other arrangements acceptable to the Payroll Department.

16.4.4 In some instances, issues of recruitment or retention created by labor market conditions may make it necessary for the College to make supplements to pay for particular skills or knowledge required in a subject area. When such conditions exist, Management may make special supplements, adjustments, or modifications to compensation.

(a) These supplements may be temporary and subject to changes (increases or reductions) or discontinued when no longer warranted by competitive labor market data. Supplements, once implemented, will be reviewed at least every two years.

(b) Issues of recruitment or retention created by labor market conditions specific to Career Technical Education subject areas will be addressed through recommendations from the College and Federation CTE Salary Placement & Compensation Committee.

16.5 Holidays

16.5.1 Faculty Holidays—There shall be four paid holidays annually included as part of the 180-day appointment year designated as follows:

(a) Faculty members scheduled Fall, Winter, Spring:

VETERAN'S DAY
THANKSGIVING and the DAY AFTER
MEMORIAL DAY

(b) Faculty members scheduled Winter, Spring, Summer:

NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY

(c) Faculty members scheduled Summer, Fall, Winter:

INDEPENDENCE DAY
VETERAN'S DAY
THANKSGIVING and the DAY AFTER

(d) Temporary one or two-term Faculty shall be entitled only to those holidays listed under Article 16.5.1 which occur during the period in which they are employed.

16.5.2 Academic Professional Holidays. Academic Professionals shall be paid for 12 holidays (96 hours) per year. These holidays are:

INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY AND THE DAY AFTER
DAY BEFORE CHRISTMAS
CHRISTMAS AND THE DAY AFTER
NEW YEAR'S DAY
MARTIN LUTHER KING DAY
MEMORIAL DAY
JUNETEENTH

In the event that a designated paid holiday falls during an employee's scheduled paid vacation leave, that holiday shall not be charged against vacation leave but shall be paid as a holiday. If the holiday falls on an employee's scheduled day off, the employee shall be granted an alternate day off as close as feasible to the holiday. Holidays for part-time Academic Professionals shall be prorated to their FTE or authorized hours of work.

16.5.3 Work days shall not be scheduled for employees when the College is closed for a holiday other than those specified above. Employees on approved unpaid leave of absence shall be entitled only to holidays provided in Article 19.11.2. Holidays falling within the period of a paid professional leave shall be included as part of that leave and shall not serve to further reduce the number of work days to be completed.

ARTICLE 17 - INSURANCE BENEFITS FOR FULL-TIME FACULTY AND ACADEMIC PROFESSIONALS AND PART-TIME ACADEMIC PROFESSIONALS

17.1 Long Term Disability. The College shall provide and pay for a long-term disability insurance program. Temporary employees are not eligible for this benefit.

17.2 Group Health, Dental, Prescription and Vision Care Insurance Programs

17.2.1 The College shall provide group health, dental, prescription, and vision care insurance programs. The College shall provide comparable levels and types of coverage as long as it is available. In order to facilitate consideration of potential changes in coverage, plan design, and other benefit issues, the parties agree to form a "Joint Committee on Insured Benefits". The committee will be composed of representatives of the PSEC Department and each insured benefit-eligible employee group (i.e., Faculty/Academic Professionals, Classified and Management/Confidential employees), in accordance with the Memorandum of Understanding which is reproduced in the back of this Agreement.

17.2.2 The College shall pay a maximum amount per month for all employees toward payment of combined health, dental, prescription, and vision care plan premiums for each year of this Agreement.

(a) The monthly paid maximums shall be as follows:

Employee	$785
Employee + Spouse	$1,416
Employee + Children	$1,315
Family	$1,953

(b) The College contribution for health care benefits for part-time Academic Professionals employed after the date of this agreement shall be prorated from the applicable cap for full-time Academic Professionals based on their authorized FTE.

17.2.3 The employee (except those on temporary appointments) shall be covered for the full 12 months of their appointment year unless the employee is on an unpaid leave of absence. The payment of premiums for employees on an unpaid leave of absence shall be as provided in Articles 17.2.4 and 19.11 of this Agreement.

17.2.4 Premium payment for employees unable to work: Health, dental, prescription, and vision care insurance premiums up to the College maximum contribution in Article 17.2.2 shall be paid by the College for an employee who has completed at least one year of uninterrupted service and who has exhausted all accumulated sick leave. Such amounts shall be paid until the employee

returns to work, up to a maximum of three months of coverage in any one fiscal year. The payment for premiums is subject to receipt of a physician's statement certifying the employee's inability to work. The employee's medical and dental insurance coverage will be continued for the duration of the sick leave according to the requirements of the Federal Family Medical Leave Act.

17.2.5 Temporary full-time employees hired for two consecutive terms or more shall be eligible for the benefits defined in Article 17.2.2 but only for the academic terms employed.

17.2.6 Temporary full-time employees hired for one academic term which is subsequently expanded to two academic terms shall be eligible for the coverage in Article 17.2.2, but only for the second term employed.

17.2.7 Coverage for an employee shall be effective the first of the month after the effective date of the employee's appointment, provided 30 calendar days have elapsed since that date.

17.3 Group Life Insurance

17.3.1 The College shall provide and pay for in full premiums for the term life and accidental death/dismemberment insurance in the amount of $20,000/$20,000 for full-time employees and part-time Academic Professionals, excluding employees with temporary appointments.

17.3.2 Under established College procedures, the College District shall make available through payroll deduction, at the option of the employee, a group term life insurance program. Temporary employees are not entitled to this benefit.

17.4 Optional Insurance Plans

Under established College procedures, the College shall make available, at the employee’s option and expense, by payroll deduction, a group homeowners' and automobile insurance program. This option is not available to temporary employees.

17.5 Benefits-eligible employees (except part-time faculty) may opt out of medical, dental and vision coverage ONLY if they have other group medical coverage. Those who choose to opt out will receive an incentive payment of up to $200.00 per month, pro-rated based on FTE. The opt out incentive is taxable income. Part-time Faculty may opt out of medical, dental and vision coverage if they have other group or individual medical coverage, but they are not eligible for the incentive payment.

ARTICLE 18 - PART-TIME FACULTY SALARIES AND BENEFITS

18.1 Part-time Faculty shall be compensated in accordance with Appendix C and the provisions of this Article. Pay rates in Appendix C will become effective Fall term for each year of this Agreement.

18.1.1 Pay for courses designated as lecture, laboratory, or lecture and laboratory will be paid the corresponding rates in Appendix C based on the number of contact hours as set forth and maintained by the College Curriculum Office.

(a) The rate for laboratory classes is .74 of the corresponding lecture rate.

(b) Pay for lecture/laboratory combination courses will be determined as above. The pay rate per contact hour will be based on .25 of the lecture rate and .75 of the laboratory rate in Appendix C.

(c) The hourly rates in Appendix C also will be used to pay Instructors for pay due when a class is canceled, to pay a substitute, when a course is taught by more than one Instructor, or for modular courses or short-term courses.

(d) If the part-time Faculty member is not eligible for paid leave, the hourly rate will be deducted for any missed class.

(e) Pay rates for classes with less than ten students may be based on the tutoring rate multiplied by 1.5 when Management determines it is preferable to offer the course rather than cancel it due to low enrollments.

18.1.2 Counselors, Librarians, and Tutors shall be paid for all hours worked based on the corresponding hourly rates in Appendix C.

18.1.3 Canceled Classes or Work Assignments and Course Bumping. When Management cancels a class or work assignment, the Faculty shall be paid at the contract rate for all classes that met or days that were worked prior to the cancellation. If the notice of class cancellation or course bumping is issued less than ten calendar days before the first class meeting, the part-time Faculty shall be paid for contact hours scheduled for the first week of classes. In the case of non-teaching assignments, the part-time Faculty shall be paid only for the actual number of hours worked.

18.2 Part-time faculty have the responsibility to inform Management of all workload assignments.

18.3 Step Placement

18.3.1 All newly hired part-time Faculty will be placed on Step 1, except where the College has a specific agreement for part-time Faculty in a difficult-to-recruit subject area as provided in Article 18.5. Effective September 1, 2011,

part-time Faculty who are re-hired after a period of separation will be placed at the step, they were on at the time of separation.

18.3.2 Any former full-time Faculty member or full- or part-time Academic Professional employee who subsequently becomes a part-time Faculty member under this Agreement will be placed on a pay step based on accumulated contact hours in accordance with Article 18.3.3.

18.3.3 Part-time Faculty (except Counselors, Librarians, and Tutors and those teaching in the Trade Extension programs), will progress between pay steps on the basis of accumulated contact hours as follows:

Step 2 upon completion of 500 contact hours.
Step 3 upon completion of 1000 contact hours.
Step 4 upon completion of 1500 contact hours.
Step 5 upon completion of 2000 contact hours.
Step 6 upon completion of 2500 contact hours.
Step 7 upon completion of 3000 contact hours.
Step 8 upon completion of 3500 contact hours.
Step 9 upon completion of 4000 contact hours.
Step 10 upon completion of 4500 contact hours.
Step 11 upon completion of 5000 contact hours.
Step 12 upon completion of 5500 contact hours.
Step 13 upon completion of 6000 contact hours.
Step 14 upon completion of 6500 contact hours.
Step 15 upon completion of 7000 contact hours.
Step 16 upon completion of 7500 contact hours.
Step 17 upon completion of 8000 contact hours.

18.3.4 Part-time Faculty teaching in the Trade Extension programs and part-time Counselors, Librarians, and Tutors will progress between pay steps on the basis of years of service as follows:

(a) Step 1: 0-5 years
(b) Step 2: 5-7 years
(c) Step 3: 7-10 years
(d) Step 4: 10-14 years
(e) Step 5: 14 or more years

18.3.5 Full-time temporary Faculty assignments will count toward the completion of contact hours required for part-time Faculty step movement.

18.3.6 Step movement will occur at the start of each Fall term.

18.4 Writing Bonus. Part-time Faculty may qualify for a "writing bonus" in accordance with Articles 5.4.3 and 6.2.2(b). The writing bonus is based on the premise that teaching Faculty will spend at least two hours in writing conferences and writing analysis activities for every three hours of lecture. The writing bonus shall be calculated from the rate for Writing Conferences (Appendix C).

18.5 Market Supplement. In some instances, issues of recruitment or retention created by labor market conditions may make it necessary for the College to make supplements to pay for particular skills or knowledge required in a subject area. When such conditions exist for part-time Faculty, Management may utilize the process in Article 16.4.4(b) to propose such supplements for part-time Faculty.

18.6 Tax Deferred Annuity Plans. The College shall make available through payroll deduction, at the option of the employee, a Tax Deferred Annuity Plan (TDA). The TDA plan allows employees to make pre-tax contributions to any of the College-approved, participating investment companies for the purpose of sheltering income to be used at retirement. Part-time Faculty must have completed 600 contact hours to become eligible for participation in this program. Once eligibility is established, the employee may continue to participate without regard to any hours limitations.

18.7 Part-Time Faculty Health Insurance Coverage

18.7.1 Part-time Faculty, as defined in Article 1.21 of the Faculty and Academic Professional Agreement, shall be provided group health insurance coverage (medical only) under the following terms:

(a) Part-time faculty with a cumulative FTE of 1.5 (per Article 18.7.2, a four-term average of .375 FTE or a three-term average of .5 FTE) completed on an academic year cycle (September 1 through August 31) will be enrolled in part-time medical insurance coverage for the following benefit plan year. Part-time faculty must re-qualify for eligibility each year.

(b) The benefit plan year will run from October 1 through September 30. Open enrollment will be offered one time per year prior to the October 1 start of the plan year. Coverage will be medical only. Eligible part-time faculty may choose coverage from the MODA or Kaiser group medical plans offered.

(c) All eligible Part-time Faculty must either enroll in one of the available group medical benefit plans or waive insurance coverage. Waiver of insurance requires proof that the employee has existing medical coverage under another group plan. No insurance waiver incentive will be paid. Part-time faculty who do not either voluntarily enroll in a plan or waive coverage within the specified timeframe will be defaulted to the Kaiser Plan 3 at single-party coverage for the entire plan year. Once enrolled, employees may not change coverage unless it is for a qualifying event. Coverage may not be dropped unless the employee resigns from employment. If the employee is dropped from coverage due to resignation or failure to pay his/her share of premiums, the employee may not re-enroll later in the same plan year. If an employee is dropped from coverage due to failure to pay his/her share of premiums, the employee is not eligible for COBRA.

(d) Eligible part-time Faculty who are not assigned to teach in any one term will have their insurance coverage bridged for a maximum of one term. However, if the employee has already reached the FTE to qualify for health insurance the following year, their insurance will continue to be bridged. When being bridged, the College will continue contributions to the cap, provided the part-time faculty continues to self-pay their share of the insurance premium.

(e) The college will make a flat monthly contribution toward the cost of insurance premiums for eligible Part-time Faculty as follows:

Employee Only	$511
Employee + Spouse/Domestic Partner	$800
Employee + Child(ren)	$800
Family	$1,000

(f) Part-time faculty will be responsible for payment of the balance of monthly premiums through bi-weekly payroll deductions. The amount owed by the employee will vary depending on the plan selected, along with the selected level of coverage; i.e., single party, two-party, or full-family coverage. In the event the employee's bi-weekly pay is insufficient to cover their share of the insurance premium or if the employee is being bridged, they must self-pay the balance of the premium within 30 days of the due date or they will be dropped from coverage.

(g) Part-time Faculty who meet the eligibility requirements for health benefits and who are enrolled in medical coverage may also elect to enroll in dental coverage on a self-pay basis. No portion of the College premium contribution will be applied to dental premiums for Part-time Faculty.

18.7.2 Part-time Employment in Multiple Positions.

(a) A part-time employee who qualifies for health insurance coverage based on employment in another employee category (e.g., Academic Professional) who also qualifies for medical insurance coverage based on part-time faculty employment will receive the flat monthly contribution identified in 18.6.1 (e) in addition to the cap applicable to their other qualifying employment to a maximum of the applicable cap for full-time Academic Professional employees toward the cost of health insurance premiums.

(b) Part-time Faculty performing “eligible bargaining unit work” outside of their professional duties as assigned in Article 5.4 will generate additional FTE for the sole purpose of healthcare eligibility at the rate of .034 per weekly contact hour. “Eligible bargaining unit work” for the

purposes of healthcare eligibility only includes casual advising, casual tutoring, professional tutoring, and serving as FDC.

18.7.3 Health Insurance Trust Fund. The Federation shall set up a Trust Fund for members of the bargaining unit for reimbursement of health care premiums.

(a) Employees shall be reimbursed by the Federation upon submitting evidence of payment or an invoice for their premium. The part-time Faculty eligible for reimbursement from this fund will be those who:

(i) have been in the bargaining unit for three out of the last four terms,

(ii) have had a workload of over .4 FTE for at least one of the four terms, and

(iii) are currently employed.

Upon agreement by the CAM, the requirements to be eligible to receive a reimbursement from the trust may be modified.

(b) After September 1, 2024, annually the College will provide $66,000 to the Health Insurance Trust Fund to provide health insurance assistance to members of the bargaining unit who have no health insurance plan available to them through the College.

(c) Allocations will be made according to the following process:

(i) the Federation will conduct a survey of the bargaining unit members each term and will provide the joint committee with a list of members who have certified in writing that they have no other health plan or coverage and are therefore eligible to be considered for enrollment in the program.

(ii) members will apply to the Federation for use of the Trust Fund each term. The Federation will make allocations each term based on criteria developed by the joint committee.

(iii) each year, if all the Trust is not utilized, the remainder will be held in the Trust and subsequent year's contributions will be reduced by that amount.

(iv) the Federation may allocate up to 5 percent of the fund annually for administrative expenses.

18.8 Flexible Spending Account Program. The College will allow part-time Faculty to participate in a flexible spending account program for childcare expenses. Part-time Faculty must have completed 600 contact hours to become eligible for participation in this program. Once eligibility is established, the employee may continue to participate without regard to any hours limitations and must comply with plan requirements under IRS regulation.

18.8.1 Part-time Faculty Release Time Equivalent Compensation. When a Part-time Faculty is approved to perform work that a Full-time Faculty would be approved for a course release, Part-time faculty will receive compensation at their current step level according to the hourly rate in Appendix C.

ARTICLE 19 - ABSENCES AND LEAVES

19.1 The College will comply with federal, state, and local laws regarding protected leaves.

19.2 Reporting of Absences. Employees who must be absent shall communicate that fact to the administrative supervisor as soon as possible. Every attempt shall be made to notify the administrative supervisor at least two hours before the employee's next scheduled class or other work assignment.

19.2.1 Full-time Faculty and Academic Professionals. Employees who will be on a paid or unpaid leave of absence shall apply for such leave on forms available from PSEC. All absences shall be reported on their regular timesheet.

19.2.2 Part-time Faculty. Part-time Faculty will complete the required Leave of Absence forms provided by the College to initiate any leave of absence. All absences shall be reported on their regular timesheet.

19.3 Sick Leave

19.3.1 Full-time Faculty and Academic Professionals. Full-time employees shall earn sick leave on the basis of one day of sick leave for every 18 work days compensated during the appointment year. Full-time Faculty who work part-time fourth term employment (Article 8.3.1) shall earn sick leave at the rate specified for part-time Faculty. Sick leave for part-time academic professionals shall be calculated on the same basis as full-time academic professionals, prorated to their FTE.

(a) Unused sick leave shall be accumulated without limit. Sick leave accumulated while employed by other public school districts or public agencies may be transferred if permitted by statute and agreed to by Management at the time of employment.

(b) A licensed health care provider signed statement or other Management-approved verification of illness or injury may be required for each period of absence of five or more consecutive days chargeable as sick leave. If such absence continues for more than one month, Management may require such verification at the end of each month.

(c) When applicable, the use of sick leave to care for a family member who suffers "serious health conditions" will be considered under the Paid Leave and Family Medical Leave provisions in this Article.

19.3.2 Part-time Faculty. Part-time Faculty will accrue two hours of sick leave per pay period. A maximum of 80 hours may be accrued in an academic year. A maximum of 80 hours of accrued unused sick leave may be carried over from one academic year to the next. However, no more than 80 hours may be accrued and/or carried over at any time. Sick leave may be used for any purpose permitted by Oregon law.

(a) Accrued sick leave may only be used during terms in which the part-time faculty member is assigned bargaining unit work or on an approved protected family or medical leave in accordance with this Article. Accrued sick leave may only be used after the employee's 90th day of employment. Sick leave must be used in at least one (1) hour increments. Sick leave will only accrue during pay periods in which the part-time faculty member receives pay.

(b) When the need for sick time is foreseeable, the part-time faculty member must provide at least 10 days advance written notice. When the need is not foreseeable, the part-time faculty member should provide notice as soon as otherwise practicable.

(c) A healthcare provider's signed statement or other Management-approved verification of illness or injury may be required for each three-day period of absence from assigned classes or other assigned work. If such absences continue for more than one pay period, Management may require such verification at the end of each payroll period.

(d) Sick leave exception. Part-time Faculty who have accrued sick leave balances as of the end of Winter term 1998 will be allowed to maintain those balances and will be eligible to use them as the need arises. There will be no additional sick leave time credited to those balances.

Previously accrued sick leave established on the employee's record, including sick leave accrued in a temporary full-time faculty appointment, may be used for the employee's personal illness during any term in which the employee is employed at a level which qualifies the employee for the bargaining unit.

19.3.3 An injured employee receiving compensation from the Workers' Compensation Program may choose to supplement such benefits on a prorated basis with accrued sick leave, not to exceed one hundred (100) percent of regular gross salary. Employees shall comply with state regulations and College Personnel Procedures regarding matters covered under State Workers' Compensation.

19.3.4 For the purpose of Articles 19.3.1(c), 19.3.2, and 19.5.1 "immediate family" shall be interpreted in accordance with the Oregon Family Leave Act

("OFLA"), Paid Family and Medical Leave Act program ("PFMLI"), and the federal Family Medical Leave Act ("FMLA").

19.4 Vacation Leave for Academic Professionals

19.4.1 Academic Professionals with a 2,080-hour work year (i.e., full-time) will earn paid vacation leave in accordance with the following schedule:

Years of Seniority	Hours of Leave	Days per Year
0-4 years	13.33 per month	20 days
5-9 years	14.67 per month	22 days
10 years or more	16.67 per month	25 days

All other Academic Professionals will earn the amount of paid vacation leave equal to their hours of work multiplied by the following hourly accrual schedule:

Years of Seniority	Hours of Leave
0-4 years	.0769 per hour
5-9 years	.0846 per hour
10 years or more	.0962 per hour

19.4.2 An Academic Professional will schedule paid vacation leave in cooperation with their administrative supervisor.

19.4.3 Vacation time earned during an academic year must be taken before the end of the following year (i.e., by August 20th) or it will be lost. Accordingly, an Academic Professional may carry forward from one academic year to the next up to the amount of vacation leave they earned during that academic year. However, vacation time that will be lost under this provision may be cashed out if efforts to schedule the leave have not been successful.

19.4.4 An Academic Professional's final paycheck will include payment for any unused, accrued vacation leave.

19.5 Bereavement Leave

19.5.1 Full-time Faculty and Academic Professional. Employees may be absent with pay up to five working days following the death of a member of the immediate family as defined in Article 19.3.4.

(a) Employees may be absent with pay for up to one day to attend the funeral of a friend with the prior approval of Management.

19.5.2 Part-time Faculty and Academic Professionals. Employees absent because of the death of a member of the immediate family shall be paid for the time lost from the employee's scheduled duties for a period of three consecutive days.

19.5.3 Bereavement leave under this section will run concurrently with OFLA.

19.6 Court or Jury Leaves

19.6.1 Jury Duty. Employees summoned for jury duty shall be excused for that purpose without loss of pay. Any per diem fees paid for such duty shall be paid to the College. A copy of the order shall be filed with the department administrator.

19.6.2 Court Witness. Employees 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. A copy of the subpoena shall be filed with the department administrator. Any witness fees paid shall be paid to the College.

19.7 Military Leaves

19.7.1 A full-time Faculty or Academic Professional employee who is a member of one of the reserve components of the armed forces of the United States or the Oregon National Guard shall be entitled to a leave for a period of active military duty not to exceed a total of 15 calendar days each calendar year as provided in ORS 408.290. Requests for military leave shall be submitted through regular administrative channels to PSEC and shall be accompanied by official orders specifying the dates and locations of such military duty. This annual leave shall be an unpaid leave for temporary appointments.

19.7.2 Bargaining unit members who are called to, or volunteer for, active duty will be considered for reemployment in accordance with the Federal Uniformed Services Employment & Reemployment Rights Act (USERRA).

19.8 Personal Leave for Full-time Faculty, Part-time faculty, Full-time Academic Professionals, and Part-time Academic Professionals.

19.8.1 Full-time Faculty and Full-time Academic Professionals shall be granted up to three paid days of personal leave for the 12-month period beginning September 1 of each year. An employee will schedule personal leave in cooperation with their administrative supervisor. Unused personal leave shall not be carried forward from one year to the next. Personal leave days for Academic Professionals shall be prorated based on their authorized FTE. Part-time Faculty may use up to eight (8) hours of personal leave in accordance with this section. Temporary employees are not eligible for personal leave days.

19.8.2 Except in an emergency, employees shall submit written requests for such leave at least two weeks in advance to their administrative supervisor or

designee. In emergency cases, written requests shall be submitted as soon as possible, either in advance or upon return from leave.

19.8.3 Notwithstanding the requirement of the administrative supervisor approval in Article 19.8.1 except in an emergency, Faculty shall not be granted personal leave during the first week of classes, during finals week or during assigned advising days. Except in an emergency, Academic Professionals shall not be granted personal leave during periods when the administrative supervisor determines it would be disruptive to department services for the employee to be absent at the time requested.

19.8.4 Personal leave days shall not be granted to employees for scheduled in-service days.

19.8.5 Up to three days of additional unpaid personal leave may be granted upon the request of the employee and the approval of the Executive Officer. Unpaid leaves of a longer duration shall be processed as full or partial unpaid leaves under Article 19.10.

19.9 College Closure. In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire, or other emergency beyond Management control, it may become necessary for Management to delay opening and/or close some or all College operations at one or more College location.

19.9.1 Management will establish a general policy directive supported by procedures to be followed by employees at each College location. This directive and supporting information shall be written and distributed to all employees no later than November 15 of each year.

19.9.2 Full-time Faculty and Academic Professional employees are expected to cover course material and meet work requirements, which may require working offsite or outside of their typical work schedule. As exempt staff, full-time Faculty and Academic Professionals are not paid overtime or additional compensation for such additional time worked.

19.9.3 If a College closure occurs on the same date an employee has scheduled a vacation or personal leave day, the time off shall be counted as a vacation or personal leave day.

19.9.4 Part-time Faculty who are required to miss class as a result of a College-designated holiday or closure are expected to make up all the course material. With supervisor authorization, part-time librarians, counselors, and tutors who were scheduled for work during a closure will be allowed to work by alternative means such as online student assistance, research, professional development, or other approved activity, or make up scheduled work.

19.10 Leaves of Absence with Pay

19.10.1 Paid Family and Medical Leave Insurance (“PFMLI”) Program

(a) The College will provide the required paid family and medical leave insurance program benefits through a State-approved equivalent plan offered by a third-party insurer, that is equal to or exceeds the minimum requirements of Paid Leave Oregon.

(b) The PFMLI program is funded by both employee and employer contributions (which will be withheld through the payroll process). The parties recognize that the contribution rates are set by the State. The current contribution rate for employees is 60% of 1% of the employee's wages. The employee contribution will be deducted each pay period.

(c) Many employees' PFMLI benefits will be less than 100% of their regular wages. Employees may choose to supplement their PFMLI benefits utilizing other paid leaves (including sick leave, vacation leave, or personal leave). Employees may not receive more than 100% of their regular wages if they choose to supplement their PFMLI payments.

(d) While receiving PFMLI benefits, the College will continue to provide all College-provided insurance benefits (*e.g.*, health insurance) and pay any contributions required by this agreement. Any required employee contributions towards those benefits will be deducted from employee paychecks if the employee elects to supplement their benefits with accrued leaves as allowed above. Employees who do not elect these options or do not receive pay from the College sufficient to cover their required contributions are responsible for remitting the employee portion for continuation of these benefits in accordance with this agreement and state law.

19.10.2 An employee who has exhausted their PFMLI program benefits may be eligible for four (4) weeks of Paid Parental Leave under the following conditions:

(a) The employee is on an approved Parental Leave under PCC policy and in accordance with FMLA and/or OFLA;

(b) The employee has exhausted their accrued paid leave (PFMLI, Vacation, Sick, Personal) during the parental leave (except an employee may retain up to 40 hours of their own accrued leave), and

(c) The Paid Parental Leave must be used during the approved FMLA and/or OFLA parental leave.

(d) Paid Parental leave is prorated based on the employee's FTE at the time of the leave (e.g., a .50 FTE employee would be eligible to receive 80 hours of Paid Parental Leave).

19.11 Leaves of Absence Without Pay

19.11.1 Unpaid Family/Medical Leave. When eligible, employees may be granted family/medical leave under the federal Family Medical Leave Act and/or the

Oregon Family Medical Leave Act. Requests for family/medical leave will be reviewed on a case-by-case basis under each applicable law. Family/medical leave shall be without pay. However, the employee may elect to exhaust all accrued, unused PFMLI, sick and/or vacation leave before being placed on unpaid status. The Federation and Management will develop a brochure describing when an employee is entitled to this leave. There will be no loss of seniority (for full-time Faculty and Academic Professionals and for part-time Academic Professionals) or MYC rights (for part-time Faculty) for persons on protected leave.

19.11.2 Full-time Faculty and Academic Professionals. A leave of absence without pay may be granted by the President to the continuous appointment employee for the purpose of study, research, travel, professional employment or other appropriate purpose. Probationary employees may normally be granted a leave of absence without pay only for the purposes of recuperation from illness or personal emergency. Temporary employees are not eligible for a leave of absence without pay.

(a) A full leave of absence. A full leave of absence may be granted for one, two or three terms, (or for the Academic Professional, four terms).

(b) Partial leave of absence (reduced workload for one term or more). The leave of absence shall not exceed 50 percent of the employee's workload (as defined in Article 6) for any term. For teaching Faculty, such leave will include a prorated amount of non-teaching days.

(c) A leave of absence, whether full or partial, shall not normally exceed one year. Normally no more than one leave of absence shall be taken in a three-year period and a leave of absence shall not normally be granted for two consecutive years. A probationary appointment shall be extended for the amount of time the probationary employee is on full or partial leave of absence.

(d) Salary and Benefits While on Unpaid Leave of Absence

(i) Employees on a partial leave of absence, as defined in Article 19.11.2(b), shall receive salary, holidays, paid leaves and benefits prorated based on the time required in the full-time appointment, and as determined by PSEC. The employee may receive full insurance benefits provided the employee pays the difference between the prorated entitlement and the full premium.

(ii) Employees on a full leave of absence, as defined in Article 19.11.2(a), shall not receive pay or College-paid benefits while on leave. Employees may continue in the College's health insurance program by paying the premiums.

(iii) Employees on a leave of absence for less than one term and who are compensated for less than ten days in a month shall not receive College-paid health insurance benefits for that month. They may continue in the College's health insurance program by paying the health insurance premiums. The employee's monthly salary will be adjusted to reflect any time missed.

(iv) For benefit entitlement during job sharing, see Article 12.5 of this Agreement.

(v) Leaves of absence equaling one term or less per academic year shall not constitute a break in service for the purpose of salary advancement. (See Article 16.2.2.)

19.11.3 Part-time Faculty. Part-time Faculty may be granted up to four terms of unpaid leave for the purposes of professional development. In order to qualify for unpaid professional leave, the employee must have performed bargaining unit work for the College at least nine consecutive terms (or 9 out of the previous 12 terms). There must also be at least nine consecutive terms of employment with the College since any prior professional leave. A Leave of Absence Request form will be submitted through the immediate administrative supervisor and intermediate campus Management staff to the Vice President or Executive Officer for approval. Approved professional leave does not affect reassignment rights unless the Faculty fails to return at the end of the approved leave. Failure to return from leave will result in loss of an MYC.

19.11.4 Political Leave of Absence. An unpaid leave of absence may be granted for an employee who is a candidate for public office for the duration of the election campaign and for the term of office (if applicable), upon timely application and for a reasonable period of time. The terms of such leave of absence shall be set forth in writing, and the leave shall not affect unfavorably the continuous appointment status of full-time Faculty or Academic Professional employees or the an MYC status of part-time Faculty, except that time spent on such leave shall not count as probationary service (including qualifying for an MYC) unless otherwise agreed to. Temporary employees are not eligible for a political leave of absence.

(a) An unpaid leave of absence for an employee to serve in an elected or appointed public office shall count toward professional leave eligibility and step increase, provided the employee completes at least one term of regular employment during the year in which they are on political leave, or at least four out of six terms if the employee's office or appointment is on a biennial basis.

19.12 Leave Bank. Academic Professional Employee Leave Bank Program allows employees to donate accumulated vacation hours to other Academic Professional employees on medical leave who have exhausted their own paid leave.

19.12.1 Employees Eligible to Participate. Academic Professional employees may enroll if they have completed their first year of probation, and have at least four hours of accumulated paid vacation leave.

19.12.2 Requirements for Enrollment. In order to be eligible to receive benefits from the Leave Bank, employees must donate at least four hours of paid leave each year during the Open Enrollment period that begins February 1 and ends March 15. An employee's enrollment is effective for the tutorduration of the Program Year. The Program Year begins every April 1 and ends on March 31. If an employee enrolls in the Program, and then decides to discontinue in the Program, the donated hours shall not be returned to the employee. Employees completing their first year of probation may also enroll within the first 30 days of becoming eligible to participate in the Leave Bank.

19.12.3 Eligibility to Receive Donated Leave. Employees may request benefits by submitting a Leave Bank Transfer Application to PSEC. If there are donated hours available in the Leave Bank and subject to the Program terms, an employee will receive benefits in the form of hours of paid leave if the employee:

(a) has a severe medical condition that prevents the employee from working, or is caring for a family member as defined in Article 19.3.4;

(b) has been on an approved family or medical leave (paid or unpaid) under Oregon Paid Sick Time, OFLA/FMLA, or PFMLI for at least two weeks;

(c) has exhausted the employee's paid time off; and

(d) has not been disciplined for an absence-related reason for the past 12-months.

The maximum number of hours an employee may receive from the Leave Bank in any 12-month period will be determined through Contract Administration Meetings. If an employee receives paid hours from the Leave Bank and they are later reimbursed for the same hours by an insurance company, workers' compensation or any other source, program benefits must be repaid.

19.12.4 Amendment to Plan. Management and the Federation may agree to alter the terms of the Leave Bank Plan in Contract Administration Meetings.

ARTICLE 20 - PROFESSIONAL LEAVE

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

20.2 Eligibility - Employees must meet the following requirements to be eligible for professional leave:

20.2.1 Must have completed six or more academic years of employment since appointment as a probationary bargaining unit employee, (or since appointment to a temporary appointment that was immediately followed by a probationary appointment), or since any previous professional leave. Any year in which a Faculty has an unpaid leave of absence of one full term or more, or an Academic Professional has a leave of absence of three months or more, shall not constitute a completed year of service for purposes of computing eligibility for professional leave, unless the absence was leave for service in appointed or elected office under Article 19.11.4. Time spent as a temporary one or two term Faculty does not count towards eligibility.

20.2.2 An academic year in which a Management-approved unpaid leave of absence for educational purposes, guest lectureship or a professional Faculty exchange program occurs will constitute a completed year of service for purposes of determining eligibility under 20.2.1, provided that no other unpaid leaves of absence of one full term or more occur for Faculty or three months or more for an Academic Professional during that year.

20.2.3 Must agree to complete one academic year of full-time College employment upon return from professional leave before retirement, unless other arrangements are mutually agreed upon prior to the leave.

20.3 Appropriate professional leave activities may include:

20.3.1 Admission to a recognized college, university or technical school for the purpose of advanced education leading to a higher degree or certificate.

20.3.2 A work experience program designed to update and/or upgrade technical skills related to the employee's instructional area, program, discipline or work assignment.

20.3.3 Personal study, research, writing or other project related to the employee's instructional area, program, discipline or work assignment.

20.3.4 Travel related to the improvement of instructional abilities in the Faculty's instructional area, program or discipline.

20.3.5 Education and/or other appropriate work experience activities which would enable the employee to qualify for another position at the College.

20.3.6 A program designed to meet multiple objectives such as study, research, special project, work experience and/or travel.

20.4 Number and Compensation - Faculty

20.4.1 The number of professional leaves in any fiscal year shall not exceed five percent of the total number of continuous appointment Faculty as of July 1 of the fiscal year preceding the fiscal year in which the leaves are to be granted.

20.4.2 Professional leaves may be granted for one, two or three consecutive terms in the same appointment year. A Faculty on professional leave shall receive

payment during the academic year of the leave as provided in 20.4.2.1, 20.4.2.2 or 20.4.2.3. Compensation for Instructors shall include the number of non-teaching contract days proportionate to the length of the leave. Reductions in salary shall be prorated over the entire academic year. Therefore, the employee can expect the reduction to appear in the first paycheck of the academic year the and continue through the entire academic year in which the leave has been approved. There shall be no reduction in leave accruals, health, dental, prescription, vision care, life insurance or tuition waivers. Faculty shall not be entitled to use any of the leaves provided in Article 19 of this Agreement while on professional leave.

20.4.2.1 Leave of one term = 100% of scheduled annual salary.

20.4.2.2 Leave of two terms = 75% of scheduled annual salary.

20.4.2.3 Leave of three terms = 65% of scheduled annual salary.

20.4.3 If during the term of professional leave the employee qualifies for leave under OFLA/FMLA, which also prevents the employee from being able to complete their professional leave, the employee shall have the option to pause professional leave to take leave in accordance with OFLA/FMLA. After such leave, the employee may resume or postpone professional leave at the discretion of the administrative supervisor and subject to approval by the Vice President of Academic Affairs. If the employee is not able to resume professional leave, they may work with their supervisor to adjust the scope of their project deliverables.

20.4.4 If a Faculty decides not to return to the College upon completion of the professional leave, the Faculty shall repay the difference between the amount paid during the year of the leave and the amount actually earned as determined by pro-rating the Faculty annual salary for the number of days worked during the year.

20.5 Number and Compensation - Academic Professionals

20.5.1 The number of professional leaves is limited to a maximum of five percent of continuous appointment Academic Professionals as of July 1 of the fiscal year preceding the fiscal year in which the leaves are to be granted.

20.5.2 Professional leaves may be granted for up to 12 months with compensation as follows:

Period of Leave	Percentage of scheduled annual salary. Reductions shall be prorated over the entire academic year (beginning with the October paycheck).
Three months or less	100%

Four months	95%
Five months	90%
Six months	85%
Seven months	81.67%
Eight months	78.34%
Nine months	75%
Ten months	71.67%
Eleven months	68.34%
Twelve months	65%

20.5.3 Professional leave shall normally be taken as a full leave of absence for a continuous block of time. However, employees may be approved to take professional leave on an intermittent basis or on a reduced work schedule. Such leave shall begin and end within the same fiscal year, unless otherwise approved by the District President.

20.5.4 Reductions in salary shall be prorated over the entire academic year. Therefore, the employee can expect the reduction to appear in the first paycheck of the academic year and continue through the entire academic year in which the leave has been approved. There shall be no reduction in leave accruals, health, dental, prescription, vision care, life insurance or tuition waivers. Academic Professionals shall not be entitled to use any of the leaves provided in Article 19 of this Agreement while on professional leave.

20.5.5 If an Academic Professional does not return to the College upon completion of the professional leave, the employee must reimburse the College in the manner described in 20.4.3 for Faculty.

20.6 Application Procedures

20.6.1 Guidelines, an outline of the approval process, and the format for professional leave applications shall be published and distributed by Management by June 1 of the fiscal year preceding the application deadline. These may differ for Faculty and Academic Professional.

20.6.2 Applicants who desire assistance preparing their application may first submit their application to a Federation Professional Leave Review Committee. Any such applications should be submitted to the Federation Review Committee as early as possible.

20.6.3 Applicants shall submit their formal leave applications to their administrative supervisors according to the published format. The applications shall be

submitted not later than November 1 of the academic year preceding the year for which professional leave is requested.

20.6.4 A list of Faculty and a list of Academic Professionals applying for professional leave shall be provided to the Federation by December 10 of the academic year in which the application was submitted.

20.6.5 Applications may be returned to applicants for revision or additional information at any step of the approval process.

20.6.6 The District President shall determine which applications will be submitted for action by the College Board and shall notify each applicant of approval or non-approval by March 1 of the academic year in which the application was submitted.

20.7 There shall be no changes in the professional leave plan without prior approval of the Administrative Supervisor, Pathway Dean/Student Development Dean or Director, Executive Officer/Vice-President and the District President.

20.7.1 In the event that an employee is unable to complete the professional leave plan, the College is under no obligation to reinstate the employee to full employment during the period for which the professional leave was granted. If a revised plan is not approved and if the employee does not return to work for the remainder of the professional leave period, the employee will be considered to be on an unpaid leave of absence for the period of the professional leave. Salary and benefits will be prorated according to the actual number of days (if any) worked at the College. The employee will reimburse the College for any excess payments which may have resulted.

20.8 The employee shall submit a written report within three months of the completion of the professional leave, unless otherwise agreed to in writing.

20.8.1 The report shall summarize work completed and how it is to be utilized in the professional assignment of the employee.

20.8.2 Copies of the report will be provided to the Administrative Supervisor, Pathway Dean/Student Development Dean or Director, Executive Officer/Vice-President and the District President and to the Federation.

20.8.3 The employee will also be available to make one or more formal presentation(s) of professional leave accomplishments to Management, Faculty, Academic Professionals and/or the College Board.

ARTICLE 21 - NONDISCRIMINATION

Portland Community College prohibits unlawful discrimination as defined in the College's Nondiscrimination and Non-Harassment Policy (NDNH).

21.1 Complaints of unlawful discrimination, including harassment and/or retaliation, shall be processed under Article 21.2 of this Agreement.

21.2 Discrimination/Harassment Complaints: Complaints of unlawful discrimination or harassment may be filed under Article 21.2.1 or 21.2.2.

21.2.1 The complaint(s) may be filed first with PSEC and processed at the informal step of the College's discrimination complaint procedure.

The employee may pursue allegations that PSEC determines are not covered under the NDNH Policy by filing a grievance at Step 1 under Article 25, provided they do so within 14 days after PSEC's determination, and provided that the complaint with PSEC was filed within 22 days after the event which is the subject of the complaint or knowledge thereof.

21.2.2 The complaint may be filed as a grievance beginning at Step 2 (Article 25.2.3 or 25.3.2, as appropriate).

ARTICLE 22 - DISCIPLINE AND DISMISSAL

Preamble. The Federation and Management agree it is important to the establishment and maintenance of good working relationships that potential disciplinary problems first be addressed through informal discussions between the bargaining unit employee and the administrative supervisor.

22.1 Types of Discipline. Disciplinary actions shall be limited to written warning, disciplinary probation, suspension without pay, and dismissal.

22.2 Application of Just Cause Standard. Employees may be subject to discipline for just cause, except Management does not need to meet the just cause standard to discipline a first-year probationary, a first-year special probationary, or any temporary appointment. Any discipline requiring just cause shall be progressive, unless the nature and circumstances of the offense warrant a more severe sanction.

22.2.1 Dismissal during the probation. During the probation (including special probationary appointments) the employee may be dismissed at any time for performance, professional conduct or other problems which negatively affect the employee’s effectiveness in the job. When it is appropriate to the situation, Management will initiate a probationary improvement plan which will include a concise statement of the problem, the corrective action to be taken, the amount of time to be on probationary improvement and the consequences of noncompliance which may include dismissal, whether or not a non-renewal notice was issued on March 31.

22.2.2 A temporary appointment may be terminated at the discretion of Management without review under the terms of this Agreement.

22.3 Distinguishing Discipline from Non-Renewal or Reduction-in-Force. The following actions are not disciplinary actions:

22.3.1 Eliminating a continuous or special continuous position in a reduction-in-force. (See Article 24.)

22.3.2 Not renewing the contract of a probationary or special probationary appointment. (See Article 23.)

22.3.3 Not extending the contract of a temporary employee. (See Article 23.)

22.3.4 Not assigning a class to an Instructor with an MYC because no appropriate classes are available. (See Article 23.)

22.4 Just Cause Defined. "Just Cause" for discipline and dismissal shall include, but not be limited to:

22.4.1 Unprofessional conduct, which includes but is not limited to, conviction of a serious crime, persistent or flagrant disregard of the terms of this Agreement or College policies, or willful falsification of a College record.

22.4.2 Unsatisfactory Performance. Unsatisfactory performance problems will be dealt with through disciplinary procedures in this Article whether separate from or as a result of the assessment process.

22.4.3 For other just cause not defined in 22.4.1 and 22.4.2.

22.5 Discipline to be Private. Management shall conduct disciplinary sessions in an area away from other employees, students or the public.

22.6 Federation Representation. An employee has a right to request and obtain a Federation representative at any meeting under this Article, as well as at any investigatory interview when the employee has a reasonable belief that the investigation might lead to disciplinary action against them.

22.7 Administrative Leave with Pay. At the discretion of Management, administrative leave with pay may be granted to an employee so Management can conduct an investigation. This leave will normally not exceed 5 days. Such leave shall not be grieved.

22.8 Contents of Discipline Notice. A disciplinary action should be written, should be clearly labeled as such and should include:

22.8.1 the reasons for the discipline,

22.8.2 the beginning and end dates of any probationary period or suspension, or the effective date of a dismissal,

22.8.3 a statement of the corrective actions to be taken, with a performance improvement plan where appropriate,

22.8.4 the deadline for providing any response to any suspension or dismissal, and

22.8.5 the consequence of a failure to comply with the corrective actions.

22.9 Delivery of Discipline Notice. Disciplinary actions shall, whenever possible, be personally delivered to the employee, who shall initial a copy to acknowledge receipt prior to placement of the notice in the employee's official Employee File.

Management shall have the option of delivering the discipline notice instead by certified mail to the employee's address of record. Copies of any suspension or dismissal will be delivered to the Federation.

22.10 Process for Responding to Discipline. An employee may submit a written response to any disciplinary action to their official Employee File. In addition, discipline may be challenged under the grievance procedures in Article 25, subject to the following limitations and modifications:

22.10.1 The following disciplinary actions cannot be grieved beyond Step 3, the level of the appropriate Executive Officer, whose decision will be final and binding:

a. Written warnings;

b. Any discipline of a first-year probationary or first-year special probationary employee;

c. Suspension of a part-time Faculty for a period shorter than one payroll reporting period.

22.10.2 Grievances of dismissals begin at Step 3, and must be submitted within 15 days of receipt of the discipline.

22.11 Removal of Discipline Notice from official Employee File. The notice of discipline shall be removed from the official Employee File upon the request of the employee to their supervisor after the following time periods:

22.11.1 Written warning: Twelve calendar months for a written warning, provided that no other written sanctions have been imposed during that period, except for a part-time Faculty who does not have an MYC. For part-time Faculty, written warnings may be removed only twelve months after the Faculty obtains an MYC and have taught at least 3 out of 4 of the previous terms, provided that no other written sanctions have been imposed during that period.

22.11.2 Disciplinary Probation: Eighteen calendar months from the end of the disciplinary probationary period provided the employee satisfactorily completes the terms of the probation.

22.11.3 Suspension without pay: Twenty-four calendar months after suspension is imposed, provided no other discipline has been imposed during that period.

ARTICLE 23 - NON-RENEWAL

23.1 Full-time Probationary and Special Probationary Appointments. Management may decide not to renew any probationary or special probationary employee for any reason at the sole discretion of Management.

23.1.1 Probationary Appointments. Probationary employees shall be notified of non-renewal of their appointments for the following year by March 31. Decisions not to renew probationary employees cannot be grieved beyond Step 3, the level of the Executive Officer, whose decision will be final and binding.

23.1.2 Special Probationary Appointments. Special probationary appointments shall be notified of the non-renewal 90 calendar days prior to the end of the fiscal year of the special funded contract programs in which they are employed, unless the non-renewal is based on funding. Decisions not to renew special probationary employees that are not based on funding cannot be grieved beyond Step 3, the level of the Executive Officer, whose decision will be final and binding.

23.1.3 Non-renewal of Special Probationary Appointments for Reasons Related to Funding. Special probationary employees may be terminated or have their hours reduced at any time that funding for their program is reduced or terminated.

(a) Special probationary employees will be notified as soon as possible of any reduction or elimination of their positions which may occur during the fiscal year of the special contract program in which they are employed.

(b) Special appointment employees will receive written notice of the status of the funding for the special contract program for the following year. This notice shall occur at least 90 calendar days prior to the end of the fiscal year for the special contract programs in which they are employed. If the status of their funding is uncertain, the employees shall also be given a non-renewal notice.

(c) Decisions to not renew or to reduce the hours of special probationary employees that are based on funding cannot be reviewed under the terms of this Agreement.

23.1.4 Non-renewal of part-time academic professionals who do not have continuous or special continuous appointment status, shall be in accordance with the provisions of Article 23.1, except that the following special provisions shall apply:

(a) Completion of a project or specific assignment for which a part-time academic professional was employed which occurs before the full authorized hours are met will not obligate the College to continue employment for any period of time;

(b) Probationary and special probationary appointments will end when the authorized hours for the part-time assignment are met at any time during the fiscal year, unless additional hours are authorized in writing by the Administrative Supervisor.

23.2 Temporary Appointments. A temporary appointment may be non-renewed at the discretion of Management without review under the terms of this Agreement.

23.3 Part-time Faculty with Multi-Year Contract. The immediate administrative supervisor need not assign classes or work to Faculty who have Multi-Year Contract under the following circumstances:

23.3.1 A department has more Multi-Year Contract Faculty than available classes. In that case, the immediate administrative supervisor shall decide the assignments, utilizing the Faculty qualifications, including seniority as defined in Article 4.1.2(d)(i) and considering the needs of the department.

23.3.2 The Faculty is not qualified to teach the courses to be offered or not qualified to perform the work which is available.

23.3.3 The Faculty does not accept the assignment at the time and/or place designated.

23.3.4 Assignment of courses or work is made to full-time Faculty in order to satisfy the full load terms of this Agreement.

23.3.5 Assignment of courses or work is made to a qualified laid-off full-time Faculty member with continuous appointment. This right is limited to three years from layoff for the affected full-time Faculty member.

23.4 Part-time Faculty Without Multi-Year Contracts. The immediate administrative supervisor need not assign classes or work to PT Faculty in these circumstances:

23.4.1 A department has more PT Faculty than available classes. In that case, the immediate administrative supervisor shall decide the assignments, utilizing the Faculty qualifications, including seniority as defined in Article 4.1.2(d)(i) and considering the needs of the department.

23.4.2 The Faculty is not qualified to teach the courses to be offered or not qualified to perform the work which is available.

23.4.3 The Faculty does not accept the assignment at the time and/or place designated.

23.4.4 Assignment of courses or work is made to full-time Faculty or MYC faculty in order to satisfy the terms of this Agreement.

23.4.5 Assignment of courses or work is made to a qualified laid-off full-time Faculty member with continuous appointment. This right is limited to three years from layoff for the affected full-time Faculty member.

23.5 Cancellation of Classes or Work Assignment of Part-time Instructor, Counselor, Tutor, or Librarian. Management may cancel a class or work assignment for any reason. However, the class or work assignment may only be reassigned to another employee as provided in Article 23.6.1.

23.6 Removal of a Part-time Faculty from an Assignment. Once a Faculty member has been notified in writing of a course or work assignment, that assignment cannot be canceled and another Faculty member subsequently assigned to it within 10 calendar days of the beginning of the class unless:

23.6.1 it becomes necessary to fulfill the workload requirements of a full-time Faculty member. in such cases, Management shall first cancel classes being taught by part-time Faculty without a Multi-Year Contract when this is not inconsistent with program needs, or

23.6.2 the written assignment was made before the part-time Faculty member has received a satisfactory initial assessment, or

23.6.3 for just cause under Article 22.

23.7 Payment to Part-time Faculty Whose Class is Canceled or Assignment Removed. Whether pay is due to a part-time Faculty member when their class is canceled or removed from them will be determined in accordance with Article 18.

ARTICLE 24 - REDUCTION IN FORCE

24.1 For purposes of this Article, the term "reduction in force" means the layoff of full-time employees when an employee's position is eliminated in the event of:

a. A reduction or termination of funding of a special contract program or a shift in the focus of the special contract program based on funding requirements, market demand or the ability to meet program goals (see Article 24.2.3 - Special Continuous Appointments), or

b. A discontinuance or reduction of programs due to enrollment decline in a program or for other non-financial reasons, (see Article 24.2.4 - Regular Continuous Appointments), or

c. A Board-declared college-wide financial shortage (See Article 24.2.5), or

d. A reduction or termination of funding of a 1900 fund program or a shift in the focus of the program based on market demand or the ability to meet program goals (see Article 24.2.4.1).

24.1.1 The provisions of this Article do not apply to

a. See Article 3.4 – Probationary Appointments

b. See Article 3.7 – Special Probationary Appointments

c. See Article 3.6 – Temporary Appointments

d. See Article 4 – Part-time Faculty

e. A reduction in any part-time Academic Professional’s authorized hours from appointment year to appointment year unless the reduction in hours results in a level of authorized hours below 960; or, the reduction in

hours exceeds 10% of the hours authorized during the preceding appointment year.

24.1.2 This Article on reduction in force also excludes the dismissal of any employee for disciplinary or performance related reasons.

24.2 Layoff and Notification Procedure

24.2.1 When, as determined by Management, a reduction in force of bargaining unit employees is necessary, representatives of the Federation and representatives of Management shall meet to discuss the necessity for layoffs before any notices of layoff are sent. Management shall convene a contract administration meeting to explain to Federation representatives the need for the layoff and to discuss with them the layoff procedures. This meeting shall take place before any notices of layoff are sent. The Federation agrees to maintain all such information in a confidential manner in order to allow Management to notify the bargaining unit employees concerned as provided in 24.2.2.

24.2.2 If a layoff is implemented, each employee selected for layoff shall be notified by Management in writing. The Federation shall be provided a copy of the notification letter sent to each employee selected for layoff.

24.2.3 Special Continuous Appointment. Notice of layoff to a special continuous appointment employee in the event of a layoff under Article 24.1(a) will give the employee notice at least 6 months in advance of the program's fiscal year in which the layoff is to take place. However, the notice will be provided to the affected employees as soon as possible, but need not be given 6 months in advance, if program management does not have advance notice of the reasons for the layoff and does not have control over the notice period, such as:

- a reduction or termination of funding,
- where a program funder has requested a prompt change in services that lessens the need for the services of the job classifications identified for the layoff,
- where enrollment declines require prompt action to sustain the program, or
- where other external forces require prompt management action.

24.2.4 Regular Continuous Appointment. If layoff is for non-financial reasons under Article 24.1(b) such as discontinuance or reduction of general fund programs, or enrollment decline in a general fund program, notice will be given by September 15 to take effect at the end of the employee's current appointment year which is either June 30 or August 31, depending upon their appointment year per Article 1.24. Continuous appointment employees shall be compensated for the number of days actually worked during the notification period. However, such employees may use leave entitled under the provisions of Article 19 until the end of the notification period.

24.2.4.1 Notice of layoff to a continuous appointment employee in a 1900 funded program (e.g., Community Education and Continuing Education) in the event of a layoff under Article 24.1(d) will give the employee notice at least 6 months in advance of the date on which the layoff is to take place.

24.2.5 Board Declared College-Wide Financial Shortage. If the reason for the proposed layoff is the result of a Board declared College-wide financial shortage, Management will meet with the Federation to explore options in lieu of layoff. These options might include salary adjustments or adjustments in other forms of compensation. Salary adjustments and/or other reductions in compensation shall not be greater or less than any other College employee group. This procedure must be completed in sufficient time to provide for ratification of any salary and/or compensation adjustment or for the implementation of the layoff notices.

24.2.5.1 Notice of layoff in the event of a Board-declared College-wide financial shortage will provide at least 90 paid work days. The employee will receive paychecks without interruption from the date of notice through the end of the 90 paid work day period. The employee will be scheduled and assigned duties for the 90 paid work days in accordance with the needs of the College.

24.3 Retention & Layoff Criteria

24.3.1 After the curriculum and services which will be offered have been determined by Management, the employee shall be selected for layoff according to seniority of the employee in a full-time bargaining unit position, with layoff in reverse order of seniority of those within the subject area or program that will lose positions, subject to 24.3.1.1 and 24.3.1.2.

24.3.1.1 The qualifications of the employee to fill the remaining position(s). Qualifications mean the education and experience required for the position with respect to Faculty, i.e., that is required for "Instructor Approval" in accordance with College policies. For some programs, such qualifications shall also include state licensure and industrial certification requirements. In the case of Counselors, Librarians and Academic Professional staff, those educational and experience requirements under the current job description(s).

24.3.1.2 Maintenance of the College's Affirmative Action goals as required by state and federal law.

24.3.1.3 Federation and Management will work in Contract Administration Meetings to define "program" as it relates to employees working under special contracts and grants. The

definition, once it is agreed upon, will be memorialized in a Memorandum of Understanding.

24.3.2 Seniority (Definitions & Responsibility)

24.3.2.1 Seniority for all bargaining unit employees hired on or after September 1, 1991, will be computed and accrued from the employee's date of employment in a bargaining unit position as a first-year probationary appointment, and shall continue to accrue during approved paid leaves of absence.

24.3.2.2 An employee's seniority date shall be reduced by one year for any unpaid leave of absence (for other than educational purposes or leave for service in appointed or elected office under Article 19.11.4) of two terms (or 120 contract days) or more in the same academic year, or for one term (or 60 contract days) in two consecutive years which occurs July 1, 1987 or after. No unpaid leave of absence of one term (or 60 contract days) or more shall be counted more than once.

24.3.2.3 Effective with employees hired on or after September 1, 1991, a full year temporary appointment immediately followed by a probationary appointment will be counted as a first-year probation for purposes of seniority.

24.3.2.4 The Federation shall be responsible for maintaining the Seniority Records for bargaining unit employees in accordance with the provisions of this Agreement and based on the data about each employee provided by the PSEC Department. The Federation shall provide the PSEC Department with a list of bargaining unit employees, identifying their job titles and seniority date upon request. Any additions or modifications in an employee's seniority date will be provided in writing, with the reasons stated.

24.3.2.5 The Federation shall establish the seniority dates for employees hired prior to September 1, 1991, and a list will be provided the PSEC Department. The Federation will provide the College with an implementation memo describing the process used. These determinations shall be done in a timely manner.

24.4 Relocation Requests Within the Layoff Notification Period

24.4.1 Management shall have the sole right to determine whether or not candidates who have requested relocation are qualified and whether or not to select them to fill a vacant position. The staff member may be required to compete with other job applicants for the vacant position. In that case, the staff member must apply through normal PSEC procedures and the application

must be received before the screening committee selects candidates for interview. Academic Professional and temporary faculty positions may be filled under the expedited hiring procedures of Articles 3.1.5 and 3.6.4 by persons whose positions are identified for termination.

24.4.2 An employee who received a layoff notice who wants to be considered for relocation must submit a written request to the Diverse Talent Acquisition Department of the PSEC Department. Management will attempt to transfer the employee to a vacant bargaining unit position for which the employee is qualified, provided that the vacant position is to be filled and under the conditions described in 24.4.1.

24.4.3 In the case of such a transfer an employee shall be placed on a probationary appointment and after no more than two years of satisfactory service in the new position, continuous appointment status shall be reinstated. The Assessment Package as required in Article 7 will address activities designed to enhance the employee's competence in the new position.

24.5 Recall Status

24.5.1 If a position becomes available in the subject area/program from which an employee has been laid-off, it shall be filled with the most-senior such employee who is qualified. In the case of a Faculty position, qualifications will be determined by the SAC. (See Article 26.2.2.)

24.5.1.1 Recall will be in the reverse order of layoff as specified in 24.3.

24.5.1.2 Faculty on layoff status will be offered the first right of refusal to teach any part-time class which is scheduled and for which the Faculty is qualified, provided that the Faculty advises the appropriate administrative supervisors of such interest and availability, and provided that the Faculty gives a timely response to any such offers.

24.5.2 An employee on layoff status under the provisions of this Article shall have the option to continue the health insurance program at the employee's own expense, for a period of time and under conditions as allowed by the insurance carrier.

24.5.3 In the event of recall, the College shall notify an employee of recall by certified mail, return receipt requested, to the last address given to the College by the employee. The employee shall notify the College within thirty calendar days of acceptance or refusal of the position offered.

24.5.4 Any employee who does not accept a recall will lose all further recall rights and will be deemed to have resigned from employment with the College.

24.5.4.1 Any employee who fails to respond to a recall notice, or having accepted a position with the College, fails to report to work on

the date specified in the recall notice, shall be terminated from employment with the College.

24.5.4.2 An employee who resigns or retires while on layoff status shall no longer be subject to the recall provisions of this Article.

24.5.4.3 Any employee not recalled pursuant to this Article within three years of layoff will be deemed to have resigned from College employment.

24.5.5 An Academic Professional employee on layoff status who applies through normal PSEC procedures for a vacant Academic Professional position prior to the closing date specified in the job announcement; and meets the minimum recruiting requirements, will be interviewed. This provision shall apply for a one-year period from the date of layoff.

24.6 Persons on recall status will also have the ability to apply for a position under Articles 3.6.4 and 3.1.5. Employees on the recall list will be given preference for job openings provided that they meet the qualifications stated in the job announcement.

24.7 Upon reappointment to a bargaining unit position, pursuant to Article 24, the following shall apply:

1. Unused accumulated sick leave (subject to PERS rules and regulations) and professional leave eligibility to which the employee was entitled at the time of layoff shall be restored.

2. Seniority earned to the date of layoff shall be restored. The employee shall not earn seniority during layoff status.

3. Step placement on the applicable salary schedule in existence at the time of recall shall be based on the step placement held at time of layoff and shall be determined as follows:

   a. An employee who worked only one academic term during the year of layoff shall be placed at a step on the salary schedule which represents the same or not less than the salary held at the time of layoff.

   b. An employee who worked at least two full academic terms (or 120 contract days) during the year of layoff shall be placed at a step on the salary schedule which represents a one step advancement from the salary held at the time of layoff.

ARTICLE 25 - GRIEVANCE PROCEDURE

Preamble: The Federation and Management agree that every attempt should be made to resolve differences informally.

25.1 Definitions and General Provisions

25.1.1 Grievance: A grievance is an allegation that a specific and identifiable section of this Agreement has been violated. Allegations or complaints of unlawful discrimination as listed in Article 21 of this Agreement will be processed as specified in Article 21 of this Agreement.

25.1.1.1 Special appeal procedures and/or abbreviated grievance procedures are located in other Articles of this Agreement as follows:

1. Articles 3.4.4 and 23.1 - Probationary Employees
2. Articles 3.7.2 and 23.1 - Special Probationary Appointment
3. Article 22.10 - Discipline and Dismissal
4. Article 4 - Part-time Assignments

25.1.2 Grievant: Any employee or group of employees or the Federation who alleges a violation of the terms and conditions of this Agreement and thereupon initiates grievance procedures.

25.1.3 Administrative supervisor: The Dean, Director or other individual in a management position who provides immediate supervision of the grievant.

25.1.4 Parties Directly Involved: Includes the grievant, the Federation representative, any Management official who rendered a decision on the grievance and the Director of Labor Relations who is the Management Contract Administration Officer.

25.1.5 Business Days: Monday through Friday, excluding College holidays and scheduled breaks between academic terms during the twelve-month academic year.

25.1.6 The Federation representative shall be a person(s) designated by the Federation to represent its interests and to represent the grievant. The grievant and the authorized Federation representative shall be permitted to attend meetings with Management for the purposes of adjusting grievances under this Article at times that do not interfere with their established work schedules.

25.1.7 The written statement of grievance shall include the Article(s) of the contract alleged to have been violated, the factual details of the violation, the requested remedy(s), and shall be submitted by the grievant or representative of the Federation. A grievance shall not be considered to have been filed unless all the above components in Article 25.1.7 are present.

25.1.8 Copies of the grievance statement shall be provided to the Federation representative and the Director of Labor Relations as a part of the grievance filing process. This statement shall be the basis for the formal consideration at each step in the formal grievance procedure and shall not be materially altered when presented at subsequent steps in the formal process unless new facts or evidence appears.

25.1.9 Written grievances must be filed by the individual employee or the Federation within 22 business days after event which occasioned the grievance or within 22 business days after the grievant's knowledge of the event. Informal resolution steps shall occur within that time period.

25.1.10 Timelines may be extended by the mutual agreement of PSEC and the Federation Representative of Grievant. The agreement must be in writing and include the dates to which the timelines have been extended. If either party fails to comply with the timelines established in this Article, the grievance shall proceed to the next step: except, if the Federation defaults on the timelines to initiate the grievance at Step 1 (Articles 25.2.2 and 25.3.1), or for arbitration (Article 25.4), the grievance shall be settled. Notwithstanding the step requirements, if the Federation takes no action to submit a written grievance to the next step, after 30 days beyond the timeline the grievance will be deemed abandoned.

25.2 Grievance Procedure

25.2.1 Employees are encouraged to meet informally with their administrative supervisor to discuss the potential grievance in an attempt to resolve the situation. A grievance by a group of employees will begin at the step for which they have the same administrative supervisor or executive.

25.2.2 Step 1 Written grievance to the Administrative Supervisor

If not resolved informally, the grievant must submit a formal written grievance statement to their Administrative Supervisor within 22 business days after the grievant's knowledge of the event which occasioned the grievance. The grievance statement shall meet the criteria of Article 25.1.7 of this Agreement.

25.2.2.1 If the Administrative Supervisor is the AVP of Academic and Career Pathways or Executive Dean of Student Affairs Step 2 of the grievance procedure will be omitted, and the grievance will proceed from Step 1 directly to Step 3.

25.2.2.2 The administrative supervisor shall meet with the grievant within five business days after receiving the statement of grievance. The Administrative Supervisor shall respond in writing within five business days after the meeting. The response will include the decision and the reasons. Copies of the response will be provided to all parties directly involved (Article 25.1.4).

25.2.3 Step 2 Written Grievance to the Next Supervisory Level

If not resolved by the decision at Step 1, the grievant may submit the grievance to the next level Administrative Supervisor within ten business days after the Step 1 decision is issued. The Administrative Supervisor shall

meet with the grievant within five business days after receiving the statement of grievance. The Administrative Supervisor will issue a written decision within ten business days after the meeting. Copies of the written response will be provided to all parties directly involved (Article 25.1.4).

25.2.4 Step 3 Written Grievance to the Executive Level

If not resolved by the decision at Step 2, the grievant may submit the grievance to the appropriate executive within five business days after the Step 2 decision is issued. The Executive shall meet with the grievant within five business days after receiving the statement of grievance. The Executive will issue a written decision within ten business days after the meeting. Copies of the written response will be provided to all parties directly involved (Article 25.1.4).

25.2.5 Step 4 Submitting Grievance to Binding Arbitration

If not resolved by the decision at Step 3, the Federation may submit the grievance to binding arbitration under the provisions of Article 25.4.

25.3 Grievance procedure for a group of employees with different Executives.

25.3.1 Step 1 The written grievance shall be submitted to the AVP, PSEC within 22 business days after the event which is the subject of the grievance or within 22 days after the grievant's knowledge of the event. The grievance statement shall meet the requirements of 25.1.7 of this Agreement.

A meeting with the AVP, PSEC and the grievant(s) shall take place within ten business days after the receipt of the written grievance. The AVP, PSEC shall issue a written response within fifteen business days after the meeting with copies to all parties directly involved.

25.3.2 Step 2 Submitting Grievance to Binding Arbitration

If the grievant(s) is (are) not satisfied with the action taken at Step 1, the Federation may submit the grievance to binding arbitration.

25.4 Arbitration

25.4.1 If the Federation chooses to submit the grievance to binding arbitration, it shall notify the Director of Labor Relations (Director) in writing of its intent within 15 business days after the decision of the AVP-PSEC or Executive is issued. Within 5 business days after such notice, the Federation shall petition the State Employment Relations Board (ERB) for a list of 7 arbitrators and will copy the Director on its petition.

25.4.2 Concurrent Review by the College President (or designee)

The College President shall review the grievance statement, materials submitted during the grievance process and responses at each step within ten business days after the date the Federation notifies the College that it has

invoked arbitration, or before the arbitrator is selected, whichever is longer. This may be done concurrently with the selection of the arbitrator. If the College President decides to take action which differs from that taken at the previous level, they must notify the grievant(s) in writing within ten business days after the Federation invokes arbitration, with copies to all parties directly involved.

25.4.3 The arbitrator shall be appointed by mutual consent of the parties and shall arbitrate utilizing the rules of the American Arbitration Association. The parties shall select a single arbitrator from the list provided by the ERB by alternately striking names. The parties will schedule the arbitration hearing as soon as possible. Seven business days notice will be given all parties of the time and place of the hearing. Before the arbitration hearing, the parties will attempt to agree on a procedure for the exchange of the names of anticipated witnesses and anticipated exhibits.

25.4.4 The arbitrator will decide only the issue presented by the original grievance unless otherwise agreed to by the parties. The decision of the arbitrator shall be consistent with the terms of this Agreement and shall be final and binding upon both parties and upon the grievant to the extent that it is within their authority. The arbitrator shall not be empowered to rule contrary to, to amend, to add to or to eliminate any of the provisions of this Agreement. Within 25 business days after completion of the hearing, the arbitrator shall render a decision.

25.4.5 In cases involving suspension or termination, the arbitrator may award back pay to accompany an order of reinstatement. However, in no case may the arbitrator order reinstatement in any instance in which the alleged contractual violations are those of procedure rather than substance. In no case may the arbitrator direct that a probationary employee be reappointed beyond the contract year in which the discipline was imposed, nor may the arbitrator award continuous appointment. An arbitrator may only direct that a part-time Faculty member be reemployed consistent with the provisions of Article 4 - Employment of Part-time Faculty.

25.4.6 When a dispute arises between the parties as to whether or not a grievance is arbitrable, the arbitrator shall first hear and rule on the arbitrability before hearing and ruling on the merits of the grievance. If the arbitrator rules that the dispute is arbitrable, the hearing on the merits of the grievance shall be held as soon thereafter as possible.

25.4.7 Expenses incident to the services of the arbitrator shall be borne equally by the parties hereto. It is further agreed that the above grievance-arbitration procedure shall be and the same hereby is the sole method of settling disputes, differences or controversies arising between the parties hereto or between an employee and the Board unless specifically stipulated otherwise elsewhere in the Agreement, and is further agreed that the employees

covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure.

ARTICLE 26 - PARTICIPATION & COLLEGE SERVICE

26.1 The College and the Federation recognize that employee participation in meaningful discourse enhances the mission and operations of the College. Management will establish a consistent process for inclusive decision-making as a way to identify and respond to ongoing college needs. Informed by stakeholders both outside and within the college, management may establish such College committees as it deems necessary and may appoint employees from any category, students or the public to these committees.

The College and the Federation also acknowledge that shared governance is a set of practices under which faculty and APs participate in making significant decisions concerning the operation of their institution. Shared governance has played a central role in the success of American higher education. It provides a mechanism for academic employees with training and frontline experience in curriculum, teaching, and all aspects of student support to be involved in decision-making in their areas of expertise.

26.2 The primary vehicle for Faculty involvement in matters related to curriculum shall be the Subject Area Committees (SAC). The composition and responsibilities of these committees shall be as described in the Academic Policy Handbook. The responsibilities and functions of these committees will include:

26.2.1 Instructional Material Selection. The selection of textbooks and other student-purchased learning materials is the responsibility of Faculty through the SAC. The coordination of selection activities, procedures for ordering the instructional materials, and the determination of what constitutes reasonable costs to students are Management responsibilities. If it is necessary for Management to reject a selection, the reasons for such rejection shall be stated in writing to the appropriate SAC, and representatives of Management shall meet with the SAC to resolve the problem.

26.2.2 Curriculum. Faculty have the responsibility for the development, review and evaluation of curriculum through the SACs. Faculty assigned to curriculum review or program review may be eligible for release time or compensation. Recommendations for release time or compensation shall be made through the SAC to the District Office of Academic and Student Affairs.

Management has the responsibility for approval of new and revised curriculum. Management has the right to evaluate current curriculum.

26.2.2 Curriculum. Faculty have the responsibility for the development, review and evaluation of curriculum through the SACs. Faculty assigned to curriculum review or program review may be eligible for release time or compensation. Recommendations for release time or compensation shall be made through the SAC to the District Office of Academic and Student Affairs. Management has the responsibility for approval of new and revised curriculum. Management has the right to evaluate current curriculum.

26.2.3 Faculty Qualifications. SACs have the responsibility to review and recommend education and experience prerequisites for Faculty positions. Management has the responsibility of final approval and implementation of faculty qualifications. Management can initiate a periodic review of faculty qualifications for the purpose of alignment with updated discipline/industry standards and/or increasing equity, diversity, and flexible learning opportunities, including but not limited to workforce training, dual credit, and others.

26.2.4 Class Size: The SAC will periodically review class size limits with regard to both instructional soundness and fiscal responsibility. Recommendations for changes will be stated in writing. The SAC and Administrative Supervisor(s) will then reach written consensus (see Article 1.7) regarding any revised limits. Any revisions will be established prior to schedule input deadlines.

At each step at the consensus process, Faculty and Administration representation will be balanced by mutual consent. If needed, the College will provide a mutually acceptable facilitator to help with the consensus process. If consensus cannot be reached, the group will be enlarged to include the next level of administration, and so forth, until consensus is reached.

26.3 Individual employees and the Federation may submit suggestions for the preparation of College budgets, the annual calendar of instruction, and term class schedules. Any suggested revisions and/or comments shall be submitted in writing in a timely manner. The Administrative Supervisor will ensure that staff is kept informed about the status of their departmental budgets as changes are made, to the extent possible and based on information available to Administrative Supervisors.

Whenever college-wide committees are established to make recommendations on these matters, the Federation will be notified and may appoint at least one Faculty or Academic Professional to the committee. Management may appoint such other members on the committee, including Faculty and Academic Professionals, as it deems appropriate.

26.4 In the event the Board decides to establish a committee to assist it in the selection of a new District President, the Federation will be notified and may submit recommendations as to the composition of the committee and nominate members of the bargaining unit for possible appointment by the Board to the committee. The Board will determine the composition of the committee, which will include at least one Federation representative, and may appoint such other members to the committee, including Faculty and Academic Professionals, as it deems appropriate.

26.5 When Management determines that the position of an Executive, Department Administrator, Dean or Vice-President is to be filled, at least one Faculty or Academic Professional will be appointed to the screening committee.

ARTICLE 27 - HEALTH AND SAFETY

PREAMBLE: All parties recognize the individual and collective role in reducing and preventing incidents of violence and avoidable accidents. There is a shared interest in working cooperatively to respond to incidents, student behavior concerns, and unsafe conditions/practices in a legally compliant, diversity-aware, and culturally responsive manner. Management maintains policies and standardized protocols - including communication practices - and provides training, resources and support for Employees.

27.1 Management and the Federation agree that a safe and healthful work and learning environment contribute to the prevention of injuries, the reduction of property damage, and recognize that campus violence is a matter of mutual concern.

27.2 Management, Faculty and Academic Professionals will strive to maintain a safe and healthful work and educational environment and will attempt to reduce the number of preventable accidents and incidents of violence on campus including but not limited to stalking.

27.3 Management Responsibilities.

27.3.1 Management will maintain a College Health and Safety Risk Management program tailored to the needs of each College campus, center and activity.

27.3.2 Management shall provide training, resources and support for Employees.

27.3.3 Management shall maintain safety committees at each campus and center in accordance with Oregon OSHA regulations.

27.4 Employee Responsibilities. Employees recognize that contributing to a safe work and educational environment is part of their role as Professional Employees.

27.4.1 Employees shall comply with established health and safety rules and procedures under relevant laws, regulations, and College policy.

27.4.2 Employees shall communicate safety standards to students, monitor student compliance with those standards, and will report unsafe conditions and practices to appropriate Management Officials.

27.5 Reporting and Response.

27.5.1 Employees will report unsafe conditions or practices on a form provided by the College to the College's safety/risk officer with a copy to the employee's Administrative Supervisor and to the Federation. Management will provide the reporting employee and the Federation with a timely summary of findings and recommendations.

27.5.1.1 Reported issues will be reported to Contract Administration Meeting (CAM). Safety Committees and CAM will also review each month a report listing actions recommended to remedy hazardous safety conditions that are yet to be completed.

27.5.1.2 There shall be no discrimination or reprisal against any employee who in good faith reports an alleged safety violation.

27.5.2 In the process of this reporting, a faculty member may request an advocate from FFAP to support them in this entire process.

ARTICLE 28 - INTELLECTUAL PROPERTY RIGHTS

28.1 Instructional materials or processes created or revised for College delivered courses and produced through significant College investment or under a written agreement shall be owned by the College.

28.1.1 Instructional materials include but are not limited to: assignments, activities, audio/video recordings, lecture materials, presentations, materials housed within the learning management system, materials prepared for email or in-person delivery to students.

28.1.2 Significant College investment includes but is not limited to: work performed by a full-time faculty member during the work year as defined in Article 6.1.1 full-time employment of the employee, additional pay or stipend, support from another department or team within the college, or use of a college facility or equipment to develop and produce the instructional materials.

28.2 In the absence of an agreement otherwise:

28.2.1 part-time instructors shall own instructional materials created for College delivered courses developed solely by an employee's individual effort and expense if not produced through significant College personnel time, facilities, or resources.

28.3 Unless there is a written agreement otherwise, traditional works of scholarly activity that are created primarily on a faculty or staff member's own time with only limited use of College resources (e.g., occasional use of a PCC-issued computer) are the unrestricted property of the Faculty member or Academic Professional who created them and are the employee's property. Such works include, but are not limited to: journal articles; textbooks; reviews; works of art including paintings, sculpture and musical compositions; computer software; lab manuals, as well as other significant curricular developments, and other works of academic scholarship.

28.4 When a Faculty member or Academic Professional enters into an agreement with the College specifically for development of books, articles or other materials (including electronically mediated) for use by either students or staff, they may transfer ownership of these materials to the College in the agreement to develop the materials. In the event of a transfer of ownership:

28.4.1 The materials will become the property of the College and any copyright or patent of such materials will be by the College; however, the staff member will be credited for the development of the material.

28.4.2 In the event such materials are used commercially, the employee shall retain 50% equity in the material following recovery by the College of its expenses in developing and marketing the project.

28.4.3 The Faculty member or Academic Professional will have the right of first refusal to teach any class that is primarily based on these materials offered at the College for one year after completion of the development of the materials.

28.4.4 The Faculty member or Academic Professional will have the right to use these materials for a class at another educational organization whenever he or she is the Instructor of record for that class provided that College equipment or resources are not used in delivering the course.

28.5 The foregoing provisions apply to both copyrights and patents.

ARTICLE 29 - MANAGEMENT RIGHTS

29.1 Subject to the provisions of state and federal statute and this Agreement, management retains full right and authority to manage and administer the College and its staff. This includes, but is not limited to, establishment and management of properties, resources and facilities; determination of the administrative organization; determination of the financial policies of the College; the appointment, direction, evaluation, discipline and supervision of employees; the right to determine educational programs, curriculum and services of the College; and the number and location of job positions required. These rights are abridged only by the express specific terms of this Agreement.

29.2 Nothing in this Agreement shall limit in any way Management's right to contract or subcontract work, nor shall it require Management to bargain such decisions with the Federation nor shall it require Management to continue in existence any of its present programs in their present form and/or location, nor on any other basis. This, however, does not limit the Federation's right to bargain the impact of such decisions.

ARTICLE 30 - FEDERATION RIGHTS

30.1 In order for the Federation to be kept informed of the development of Board policy and to contribute thereto:

30.1.1 Copies of agendas and background materials furnished Board members for matters to be discussed other than in executive session shall be sent to the Federation President at the same time as to the Board members.

30.1.2 Space at a table shall be provided the Federation President or designee at open Board meetings.

30.1.3 Subject to Board rules governing time, the Federation President or designee shall, upon request to the clerk of the Board prior to the start of the meeting, be offered the opportunity to speak on agenda items prior to Board action.

30.1.4 The Federation President may submit items for the Board agenda provided that a written request along with any background materials is filed with the District President ten days in advance of the Board meeting at which such is to be discussed.

30.1.5 Copies of minutes of Board meetings will be furnished to the Federation President.

30.2 Management shall provide the Federation with a copy of any publicly distributed document upon request to the Director of Labor Relations (Director). The Federation, upon its request to the Director, shall be placed on any regular College mailing list. Requests for any other information needed by the Federation to function as the exclusive bargaining unit representative shall be submitted to the Director in writing, with any costs for the reproduction and/or compilation of the data paid by the Federation.

30.3 Management shall furnish the Federation with a current list of all persons in the bargaining unit as of the fourth week of each term. The list, whether printed or electronically transmitted, shall include each employee's name, home address and campus address. All information supplied by the College will be held confidential by the Federation and used only for Federation business.

30.4 The Federation shall have the right to use College-owned duplicating equipment and personal computers when not in conflict with College use, for the purpose of producing informational material for bargaining unit members. College supplies or operational time shall be at the expense of the Federation. All charges shall be assessed in accordance with the schedule established by the College.

30.5 Faculty bulletin boards shall be designated at each campus/center for Federation use. The Federation shall have the right to use Faculty mail boxes and local telephone service for the purpose of communicating with employees. Any political endorsements posted on Faculty bulletin boards shall be clearly marked as being endorsements by the Federation and not by the College. College mail services shall not be used for the distribution of Federation communications or for distributing materials of a political nature. The College mail service can be used by the Federation for purposes of communication among its officers and with College officials. All distributions shall clearly indicate the Federation as the distributor of the material.

30.6 The Federation shall have the right to use College meeting facilities for Federation business in accordance with procedures established for use by College organizations.

30.7 Management shall provide the Federation with space on the Sylvania campus for use by the two bargaining units which it represents and adequate for two standard desks and two filing cabinets. The Federation will furnish all equipment it desires except one

telephone, which shall be furnished by the College. The Federation shall reimburse the College for all long-distance calls.

30.8 Annually, the Federation shall supply the Director of Labor Relations with a list of its officers for use by the College in fulfilling the provisions of this Agreement.

30.9 The College shall provide release time in accordance with Articles 30.9.1 through 30.9.1.5

30.9.1 Grievance/Contract Administration

30.9.1.1 The Federation of Faculty and Academic Professionals President shall receive release time (or a stipend for part-time faculty) for the term of office as follows:

a. Full-time Instructors: 50% of the standard departmental teaching load (e.g. two, four credit classes.)

b. Counselors and Librarians: 12 of the 30 student contact hours.

c. Academic Professionals: 16 hours per week.

d. Part-time Instructors: a stipend equal to two, four credit classes.

30.9.1.2 The Federation of Faculty and Academic Professionals full-time Faculty Vice-President: Grievance/Contract Administration shall receive release time as follows:

a. Full-time Instructors: 25% of the standard departmental teaching load (e.g., one, four credit class.)

b. Counselors and Librarians: six of the 30 student contact hours.

30.9.1.3 The Federation of Faculty and Academic Professionals part-time Faculty Vice-President: Grievance/Contract Administration shall receive a stipend equal to one, four credit class per release. The name of the officer must be provided to the Director of Labor Relations each time a new officer is elected.

30.9.1.4 The Academic Professional Federation Vice-President: Grievance/Contract Administration shall receive release time of 10 hours per week per release.

30.9.1.5 The Federation may allocate the total of ten release times provided in Articles 30.9.1.1 and 30.9.1.4 to other Federation officers on an annual basis. The names of the officers and the amount of release time to be allocated must be provided to the Director of Labor Relations prior to June 15th preceding the following academic year

30.9.2 Fall term of negotiations: The Federation shall reimburse the College for any release time granted to their Federation negotiation team members.

Winter term of negotiations: Six members of the team shall receive release time. For full-time members, the release time shall be equivalent to six hours per week or 25% of a standard department teaching load, or six of the thirty student contact hours if a Counselor or Librarian or eight hours of the 40-hour work week for an Academic Professional. For part-time instructors the College will grant a stipend equal to a four-credit lecture class. The release time will be granted Winter term and one additional term if negotiations are not completed during Winter term. Any additional release time shall be the Federation's responsibility.

For Academic Professionals, the intent of this provision is to provide release time whenever possible. However, in lieu of release time, the employee's manager will request from PSEC that the employee be paid a stipend when release time is not feasible or possible. The request will be made in consultation with the employee. However, the decision to request payment of a stipend is at the manager's discretion. Approved stipends will be paid at the employee's regular rate of pay or at the Special Project Rate in Appendix D, whichever is less.

30.9.3 Management and Federation shall mutually decide appropriate Federation members release time for reopeners that occur under the provisions of Article 33.

30.10 The Federation and Management distribute this Agreement to all current and new bargaining unit employees. Management will prepare the Agreement for printing, arrange to have sufficient copies of the Agreement printed for distribution for the term of the Agreement and pay for the costs of printing.

ARTICLE 31 - DUES AND MEMBERSHIP

31.1 Management shall deduct monthly Federation dues from the paychecks of those employees who request in writing that such deductions be made. The amounts to be deducted shall be certified to Management by the Treasurer of the Federation. The Federation may change the authorized dues amounts by providing at least 60 calendar days' notice to the College payroll office.

31.2 Management shall remit the aggregate deductions of Federation dues for the preceding month, together with a listing identifying the employees for whom deductions are being paid, to the Federation Treasurer by the tenth of the month after such deductions are made.

31.3 The Federation agrees that the College shall be held harmless from any lawsuit or judgment involving compliance with this Article. In case the College receives a claim relating to action under this section, the College will promptly notify the Federation. The College will provide the Federation and its designated counsel with the information regarding the College's actions which is necessary to defend the claim.

ARTICLE 32 - CONTRACT ADMINISTRATION

At the request of either party and at mutually agreeable times, representatives from Management and the Federation shall meet for the purpose of discussion of any matters of common interest arising out of the administration of this contract. Whenever possible, both parties will conduct these discussions in a cooperative manner to foster a positive working relationship.

These meetings are not intended to bypass or substitute for any grievance or other review procedure of this contract and shall not involve any renegotiation of this contract, nor shall they obligate the parties to modify any rights or duties they have hereunder.

ARTICLE 33 - MISCELLANEOUS

33.1 Under established procedures, Management shall provide voluntary payroll deductions for approved tax-sheltered annuities, life insurance, OnPoint Community Credit Union, United Way and others mutually agreed-upon.

33.2 The parties shall continue to abide by federal, state, and local laws, as well as all College policies and procedures that are consistent with the terms of this Agreement. To the extent that a College policy or procedure is inconsistent with this Agreement, the parties shall modify, replace, or add to any policies, rules, regulations, procedures or practices of Portland Community College abide by the terms of this Agreement which are contrary to or inconsistent with its terms.

33.3 This Agreement constitutes the entire negotiated Agreement between the parties and may be altered, changed, added to, deleted from, or modified only by mutual consent of the parties in a written signed amendment.

33.3.1 This Agreement supersedes all individual employment contracts signed prior to the effective date of this Agreement.

33.4 Reopeners. The parties agree that negotiations may be reopened under the provisions of Articles 33.4, or by mutual consent.

The College and the Federation agree to reopen wages and benefits in Spring term of 2025, for the 2025-2026 and 2026-2027 contract years.

33.5 Savings Clause

33.5.1 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Federation the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

33.6 Funding

33.6.1 The parties recognize that revenue needed to fund the salaries and other financial benefits provided by this Agreement must be approved by legally established budget procedures and in certain circumstances by vote of the citizens of the Portland Community College District.

33.6.2 All such payments are therefore contingent upon sources of revenue and, where applicable, voter approval. The Board agrees to include in its budget amounts sufficient to fund the compensation provided by this Agreement unless sufficient revenues are not made available to the College. The Board has no intention of reducing the compensation specified in this Agreement because of budgetary limitation, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

33.7 Uninterrupted Educational Services

33.7.1 The Board and the Federation shall use their best efforts to avoid any interruption of educational services provided by Portland Community College. Neither the Federation nor Faculty and Academic Professional staff shall cause or engage in any work stoppage or concerted avoidance of work during the term of this Agreement. The Board shall not engage in any lockout of employees during the term of this Agreement. During the term of this Agreement, the Federation and its members shall not cause, engage in or sanction any picketing or other public disturbance on College property which results in a work stoppage or interferes with the conduct of College business.

33.7.2 There shall be no strike, or interruption of work or picketing on College property by bargaining unit employees or the Federation during the term of this Agreement because of any dispute or disagreement between any other persons (or members of other employee unions or associations or labor groups) who are not parties to this Agreement. However, in the event of a strike by Classified employees of the College, no bargaining unit employee who is covered by this Agreement will be required to perform work which was previously performed by Classified employees and not by such bargaining unit employee.

33.8 The parties agree to decide not later than Fall term 2026 when to begin to negotiate a successor Agreement which will commence September 1, 2027.

The Federation will notify the Management contract administration officer of the names of Faculty and Academic Professional negotiation team members by the preceding June 1 to provide adequate time to make arrangements for replacement Faculty and Academic Professionals. The Federation shall notify the Management contract administration officer immediately of any subsequent changes in Federation team membership necessitated by unforeseen circumstances.

ARTICLE 34 - FACILITIES AND PARKING

34.1 Offices will be provided appropriate to the time and tasks to be performed, subject to structural and space limitations. In the development of plans for future buildings or for

the remodeling of existing buildings, serious consideration will be given to Faculty office space, including part-time Faculty, that is sufficiently private to allow for preparation, evaluation and student conferences. Affected Faculty shall be given an opportunity to express concerns and to make suggestions and/or recommendations prior to remodeling or new construction. Consideration will also be given to providing staff eating facilities when constructing new buildings or when remodeling existing buildings.

34.2 Campus management will provide all part-time Faculty assigned to that campus/center access to a work space with a desk or work table, a file drawer and/or bookshelf, a mailbox, a telephone, voice mail and e-mail.

34.3 Employees shall have access to the buildings in which their office is located through the Campus Public Safety office. Access to campus facilities during periods of College closure shall be as determined by the Campus President. Access may be possible, provided that arrangements are made in advance with the Campus President. Faculty who request them, shall be issued keys to individual offices and shall have access to copy machines.

34.4 Part-time Faculty shall also have access to duplicating services, office supplies and equipment in accordance with College or campus/center procedures for these services.

34.4.1 Part-time Faculty Stipend. In recognition that part-time Faculty access to these services is not always the same as other College employees, the College will provide part-time bargaining unit employees with a stipend of $40 per term worked.

34.5 Employees are encouraged to use any College facility for purposes of preparation and evaluation, provided that such areas have not been scheduled for other use.

34.6 Counseling rooms which are sight and sound shielded shall be provided at each campus (subject to structural and space limitations) for exclusive use by Counselors when needed for clients who require more privacy than that afforded by the assigned office space.

34.7 The College will provide general information regarding facilities and support systems available to employees throughout the District. This information will be available at the beginning of each term for part-time faculty.

34.8 Parking. Employees may park in any lot designated as "staff parking" or "general parking" provided that a valid College parking permit is displayed on the employee's vehicle. Part-time Faculty shall be eligible to purchase "part-time staff" permits.

34.8.1 Faculty and Academic Professional parking fees may be increased during the life of this Agreement only if the following conditions are met:

(a) Rates for Faculty and Academic Professionals will not exceed student rates.

(b) The Federation will be notified during Winter term of any increases proposed for the next academic year. Revenue from the sale of parking

permits are needed to support services required to reduce the College's rate of single occupancy travel. Any increase in cost of permits charged to Faculty and Academic Professionals shall be based on one of the following criteria: (i) a mandate set forth by the DEQ/City of Portland or other appropriate regulatory agency; or, (ii) a projected budgetary shortfall to fund single occupancy vehicle reduction related expenditures.

(c) The Federation will be notified during Winter term of any increase proposed for the next academic year, and the parties will bargain over the impact and implementation of these proposals.

(d) If no agreement is reached by the end of Spring term, Management may implement the proposed changes, provided that such implementation is consistent with PECBA.

ARTICLE 35 - TERMS OF AGREEMENT

This Agreement shall be in effect from September 1, 2023, through August 31, 2027.

Signed this ___ day of February 2024.

PORTLAND COMMUNITY COLLEGE
FEDERATION OF FACULTY AND
ACADEMIC PROFESSIONALS

Frank Goulard Date
Team Co-Coordinator, President

Emiliano Vega Date
Team Co-Coordinator

PORTLAND COMMUNITY COLLEGE
DISTRICT

Laurie Cremona Wagner Date
Chair, Board of Directors

Dr. Adrien L. Bennings Date
President

Kelly Schwartz Date
Team Coordinator

FEDERATION NEGOTIATION TEAM
Michael Annus
Aubrey Baldwin
Michelle DuBarry
Kris Fink
Erik Johnsen

MANAGEMENT NEGOTIATION TEAM
Trevor Caldwell
Charles Clay
Jim Crofts
Linda Fergusson-Kolmes
Sarah Ray
Jackie Sandquist
Kurt Simonds
Emmitt Wyche

CTE SALARY PLACEMENT & COMPENSATION COMMITTEE

Article 16 - Salary and Holiday for Full-time Faculty and Academic Professionals and Part-time Academic Professionals

SCOPE: Recruitment, and Retention of Faculty in Hard to Fill CTE Subject Areas

The College and Federation agree to establish an advisory work group to review and discuss salary placement and compensation for hard to fill Career Technical Education (CTE) faculty positions. This group will meet in Spring Term each year, beginning in 2024, to identify CTE disciplines that may present challenges to recruitment and retention based on salary and qualifications.

Membership on this committee will include four College representatives, such as members of PSEC and academic leadership, and three FFAP members.

The group will be tasked with identification of high need programs, market study and recruitment and hiring strategies. They will be responsible for gathering information from stakeholder groups in order to complete this work.

The committee will be tasked with making recommendations for CTE hiring, including salary placement and compensation.

FDC WORKGROUP PROPOSAL

Management and FFAP Bargaining teams agree to:

1. Create a workgroup to develop proposals related to the FDC Workgroup recommendations.
    a. Workgroup meetings will be conducted in-person, via Zoom, or hybrid. Observers will be allowed to attend meetings via Zoom, but will not be authorized to participate in any manner.
2. Bargaining Workgroup will consist of four members from Management and up to seven from FFAP (1-2 CTE, 1 PT, 1 FFAP bargaining team member, 1 FDC from original workgroup, 2 LDC FT)
3. Workgroup members may include up to three bargaining team members (or designee) and other non-bargaining team members (preferably someone from the original FDC Workgroup). Management Workgroup will consist of four members selected by management.
4. Issues to be considered will include:
    a. Essential and additional duties of FDCs
    b. Different contract versions for LDC, CTE, and Counselors/Librarians Career

    Technical Education: Faculty Department Chairs Agreement
    Lower Division Collegiate: Faculty Department Chairs Agreement

Library & Counseling: Faculty Department Chairs Agreement

c. Selection, assessment, and reappointment of FDCs

d. Onboarding and Training

e. Support for CTE chairs (facilities, advisory groups, accreditation)

f. Role of clearly defined and well documented FT faculty College Service in supporting additional duties identified in FDC recommendations

g. Compensation formula

HEALTH & SAFETY WORKGROUP

PURPOSE: To establish a College-wide Health and Safety Workgroup in order to examine health and safety processes and protections at the College, and provide a list of recommendations to the Executive Dean for College Operations each academic term, in order to best ensure the safety of the entire College Community.

Potential Workgroup Members:

- Federation: FFAP will select up to four members from various campuses and centers.
- Administration: Will select up to six members.

TIMELINE: The Workgroup will meet at least once per academic term, and the first meeting of the Workgroup will occur no later than one month following ratification of a successor agreement to the 2019-2023. The Federation and Administration will confer prior to the first meeting to determine the necessary logistics for meetings. The Federation and College agree that the Workgroup will meet on this schedule during the period of a successor agreement to the 2019-2023 agreement, and upon expiration of that **successor** agreement, the parties will meet and confer to determine whether the Workgroup should continue to meet, and if so, any necessary modifications to members or meeting frequency.

Areas of Discussion include establishing clear, college-wide processes and procedures related to reporting unsafe conditions tied to:

- Classroom/Facility Conditions
- Inclement Weather
- Protections against Covid, flu, or other infectious diseases
- Climate Change Related conditions (for example smoke, heat, weather events)
- Active Shooter
- Faculty and Student Threats
- Disruptive/Potentially Violent Students
- Students Threatening Self-Harm
- Domestic Violence Threats
- Stalking

DELIVERABLES: The Workgroup will make specific recommendations to the Executive Dean for College Operations each term addressing the below topics:

- A clear and simple-to-complete mechanism for reporting health and safety **issues** on

campus or directly connected to College employment.
- Feedback loops to make clear to the employee the:
- Point of contact
- Initial steps taken to address issue
- Timeline for resolving issue
- Follow up to ensure steps taken have resulted in resolving the issue.

MEMORANDUM OF AGREEMENT
Part-time Faculty Sick Leave

A part-time faculty member who is on an approved leave of absence for their own serious health condition and who has exhausted their accrued sick leave may be eligible for up to 40 hours of additional paid leave per academic year. Eligibility and process to be determined.

Signed by Frank Goulard and Cheryl Belt 12/19/2019.

MEMORANDUM OF AGREEMENT
Criminal Background Checks

Upon ratification of the 2011 Faculty/AP Agreement, the College shall conduct criminal background checks on current employees who apply for or are reclassified into positions where the College has previously conducted criminal background checks on new hires.

The areas where these criminal background checks have generally been conducted are those with positions that involve working with minors or other vulnerable populations, handling cash and/or credit transactions, that are issued master keys and/or have access to restricted areas, and positions that have access to data or equipment that could be manipulated for purposes of identity theft or theft of College property, or where required by a grantor or funder, or by law. The specific areas where these criminal background checks have previously been conducted on hires include, but are not limited to, staff in the College's child care centers, the Financial Aid Department, Enrollment Services, Workforce Development, the Public Safety Department, Facilities Management Services, Financial Services and Auxiliary Services.

MEMORANDUM OF UNDERSTANDING
Joint Committee on Insured Benefits (JCIB)

1. The Joint Committee on Insured Benefits will be composed of three representatives of the Faculty Federation, three representatives of the Federation of Classified Employees, two Management/Confidential representatives and two Human Resources staff. All members of the committee shall have equal voting rights.

2. A majority vote of the committee will be required to recommend any significant change in coverage or plan design. Any committee recommendation must be approved by the Federation Executive Councils and the PCC Board of Directors before it is implemented.

3. The Joint Committee on Insured Benefits, may not, without the approval specified in number 2 above, add to the number of medical or dental plans offered to PCC employees (i.e., create a fifth plan alternative for employees); or, improve the benefits of any plan in a manner that increases the cost to the College for "employee only" coverage.

4. The Joint Committee on Insured Benefits will convene at least annually to review whether significant changes in plans are warranted. Decisions to change coverage must be made by June 1st of each year to take effect at the beginning of the next plan year.

5. The Joint Committee on Insured Benefits will have no authority to alter or change the dollar amount of the College's maximum monthly contribution for its employees as established in the applicable collective bargaining Agreements.

6. The Joint Committee on Insured Benefits will be responsible for working in the best interests of PCC and all its employees, communicating with constituents about the issues the committee is discussing, and supporting any committee decision by educating their constituents about it.

MEMORANDUM OF UNDERSTANDING
Tuition Reimbursement Plan - Conditions of Eligibility for Employees in Job Shares

Faculty and Academic Professionals participating in job shares are eligible for a pro-rata distribution from the College's Tuition Reimbursement program if they are working at least .50 of a 1.0 FTE position.

MEMORANDUM OF UNDERSTANDING
Course Preparations

The College has had a long-standing practice of attempting to allow Instructors some degree of overlap in the courses that they teach in a particular term, so that all of their courses are not separate preparations. In an environment in which the normal courses load was five 3-credit courses, this meant that no more than four of the five would normally be a separate preparation. This was the intent behind 6.2.3(e).

With the conversion of much of the transfer curriculum to four-credit courses, the typical course load has shifted to four courses. These four courses may be four separate preparations without a need for the Instructor's consent; Management will, however, attempt to limit the assignment to three separate preparations for these Instructors, as departmental needs allow.

Signed by Michael Dembrow, 1/13/06, and Lisa Bledsoe, 1/17/06. Cross-reference updated to reflect new number convention, 3/8/24.

MEMORANDUM OF UNDERSTANDING

Writing Conferences

This memorandum clarifies the understanding of the Federation and Management with respect to the teaching load for full-time Composition/Literature faculty who primarily teach Management-designated writing courses (see Article 6.222). This memorandum is based on the expectation that the curriculum for 4-credit Writing courses will include additional student writing assignments resulting in the need for additional conference time.

1. The intention of the parties is that the typical teaching load will be three 3-credit Writing classes and one 3-credit Literature class or two 4-credit Writing classes and one 4-credit Literature class. Either configuration would result in 18 hours of student contact per week (including 2 hours of conferences per 3-credit Writing class per week or 3 hours of conferences per 4-credit Writing class per week).

2. However, situations may arise in which an instructor may be required to teach three Writing classes in a term, thereby raising the weekly student contact to 21 hours. For example, following the conversion to 4-credit Writing courses, there may not be enough available Literature classes to ensure that every full-time instructor will be able to teach a Literature class every term and/or the demand for Writing courses may require that full-time instructors teach three Writing classes.

3. Teaching three 4-credit Writing classes in a term will not put the instructor in an overload situation. Based on the premise that each conferencing hour has a teaching load factor of 0.034, the total teaching load for someone teaching three Writing classes would be 1.122, which is near the upper level of the acceptable range identified in 6.2.2(b).

4. In the event that assignments involving three 4-credit Writing classes must be made, Management will attempt to rotate such assignments fairly among faculty within the department.

Signed on 9/2/05 by Michael Dembrow, Faculty Federation President, Scott Huff, Cascade Campus Dean of Instruction and Lisa Bledsoe, Employee & Labor Relations Manager. *Cross-reference updated to reflect new number convention, 3/8/24.*

MEMORANDUM OF UNDERSTANDING
Part-time Faculty Teaching Limit and Workload Exception

In accordance with Article 4.21, Part-time Faculty will not be assigned to an instructional workload which equals or exceeds .82 FTE college-wide.

As an exception to Article 4.21, Part-time Faculty may be assigned to an instructional workload which equals or exceeds .82 FTE college-wide, provided that the exception does not occur in more than one term per academic year, and does not exceed 1.09 FTE college-wide. Assignment of a workload exception is at management's discretion and must be approved by the Division Dean. When offered an exception by more than one department, at more than one campus, or for more than one term per academic year, Part-time Faculty have the

responsibility to inform hiring managers/Faculty department chairs of any other exceptions previously offered or received and to decline any assignment which would result in the Faculty member receiving more than a one-term workload exception term per academic year, or exceeding 1.09 FTE college-wide.

Assignment of a workload exception under the terms of this Memorandum will not result in the part-time faculty member being paid as a one-term daily rate.

The workload exception under the terms of this Memorandum will terminate on August 31, 2024.

MEMORANDUM OF UNDERSTANDING
Part-time Faculty (Science) Teaching Limit and Workload Exception

Part-time instructors teaching Lecture and both Lab CRNs of linked lab Science classes workload limit will be up to .91 per term for three terms per year, and there will be no one-term exception of 1.09. A fourth term (e.g., summer) limit will remain under .82. Partial list of current courses includes:

- BI 101, 102, and 103
- BI 112
- BI 121
- B1 211 and 212
- BI 231, 232, and 233
- BI 234
- CH 104, 105, and 106
- CH 151
- CH 221, 222, and 223
- PHY 201
- PHY 203

Other courses, including G, GS, ESR, and Math may be included if approved in CAM.

The workload exception under the terms of this Memorandum will terminate on August 31, 2024

.

CLARIFICATION OF INTENT
Class Size Language

This document has been developed by the chief negotiators of the 1995-2000 Faculty & E/TS Agreement in an effort to clarify the intent and proper interpretation of the class size language in that Agreement.

Class size was a major concern of both parties during the negotiations of this Agreement and occupied a great deal of our time. There was a good faith effort made in our negotiations to build language into the Agreement that would encourage collaborative decision-making processes. Since these processes had worked well for us in bargaining and the College was moving toward a total quality management environment, we believed this way of making decisions was in line with the College's goals.

We also understood that the matter of class size had not been in our Agreements before and would be difficult to address in a way that would meet both parties' interests. Since we had used an interest-based negotiations process, we found a way for Faculty to effectively question class sizes through a consensus process.

While it was not designed as a pre-approval process, the language in Article 26.2.4 did create a role that would be appropriate for a Subject Area Curriculum Committees (SACC). This process was meant to be deliberative and structured enough to provide both parties with well-considered results that, once again, could meet most of the parties' interests. Our hope was that both parties would see the wisdom in making these decisions in a collaborative way. Indeed, we knew of management staff who were already doing this and it was working well for them.

The College and Federation intend that the agreement be interpreted as follows:

Prior to setting the class size for a new class or modifying the class size for an existing class and at least one full quarter before the class size will be effective, the manager will consult with the SACC as to the reasons for the manager's class size decision. The SACC will have a reasonable opportunity to present alternatives before a decision is finalized and can request the involvement of the Dean of Instruction. Thereafter, the SACC can review the class size decision of the manager under Article 26.2.4.

Signed 7/13/95. This document language taken directly from Faculty & E/TS Agreement, 9/1/95 - 8/31/00. Cross-reference updated to reflect new number convention, 3/8/24.

Tutor Workload Limit

Background:

In accordance with the Workload Pilot Program for the 2024-2025 and 2025-2026 Academic Years in Article 4.1.1 of the Faculty/Academic Professional Agreement, “Part-time Faculty may be assigned a workload up to but not exceeding .92 FTE college-wide.” Article 4.1.4 addresses: “During the period of the Workload Pilot Program…the workload for Counselors, Librarians, and Tutors shall not exceed an average of 27 hours per week, per term.” In addition, Article 4.4 addresses direct service limits for part-time faculty. In order to determine the workload limits for part-time faculty combining instruction and direct service, the following matrix was developed in 2005 and updated in 2024:

Teaching Assignment	Direct Service (per week)	Last updated April 1, 2024: Tutoring hours =	FTE
0 credits	27 hours	27	
	25 hours	26	.918
1 credit (.068)		25	.884
2 credits (.136)	23 hours	24	.850
3 credits (.204)		23	.816
	21 hours	22	.782
4 credits (.272)		21	.748
	19 hours	20	.714
5 credits (.340)		19	.680
6 credits (.408)	17 hours	18	.646
7 credits (.476)		17	.612
	15 hours	16	.578
8 credits (.544)		15	.544
9 credits (.612)	13 hours	14	.510
10 credits (.680)		13	.476
11 credits (.748)	11 hours	12	.442
12 credits (.816)		11	.408
	9 hours	10	.374
13 credits (.884)		9	.340
	7 hours	8	.306
		7	.272
	5 hours	6	.238
		5	.204
	3 hours	4	.170
		3	.136
	1 hours	2	.102
		1	.068
	0 hours	(1 hour of tutoring per week	.034 = .034 FTE)

CLARIFICATION OF INTENT
Application of Retirement Provisions

This document has been created through discussions in Contract Administration Meetings between the parties to memorialize our agreement on the interpretation of provisions of the collective bargaining Agreement relating to Article 14 - Retirement of Full-time Faculty and Academic Professionals. In determining eligibility for the enhanced retirement benefits described in Article 14.4, the following shall apply:

1. An employee may meet the "ten consecutive years of full-time employment" qualification by working any ten consecutive years in a full-time, bargaining unit position. Employment in a job share shall count toward the ten-year requirement on a pro-rated basis. The ten-year requirement does not need to be contiguous to the employee's date of retirement, however, the employee must be employed in a full-time position at the time of retirement unless one of the exceptions stated below apply.

2. In the event the employee has met the ten-year requirement, but at the time of retirement is employed in a less than 1.0 FTE position for an involuntary reason, (e.g., due to budget reductions
3. or other management-initiated reduction of hours), the employee shall be treated as if they were full-time and shall be entitled to the full benefits of the enhanced retirement provisions.

4. In the event the employee has met the ten-year requirement, but at the time of retirement is employed in a less than 1.0 FTE position by voluntary action of the employee (e.g., job sharing), the employee shall be entitled to the benefits of the enhanced retirement provisions on a prorated basis, equal to their FTE at the time of retirement.

5. For purposes of defining "full-time" the 10 years of employment must meet the contractual definition appropriate to the employee’s job classification. Years employed as a "full-time temporary" employee do not count for eligibility.

“CASH" SUGGESTION AWARDS PROGRAM PARTICIPATION

The Faculty Federation will waive all objections to the College's inclusion of Faculty and Academic Professionals in the PCC "CASH", suggestions award program, provided that:

- All persons in the bargaining unit are eligible to participate in the program, and

- No awards will be granted under the program for ideas that result in the reduction of bargaining unit faculty or staff.