

COLLECTIVE BARGAINING AGREEMENT

between

Blue Mountain Community College

and

Blue Mountain Faculty Association

July 1, 2024 to June 30, 2027

Table of Contents

PREAMBLE-----	3
ARTICLE 1 - RECOGNITION -----	3
ARTICLE 2 - MANAGEMENT RIGHTS -----	4
ARTICLE 3 - ASSOCIATION RIGHTS -----	6
ARTICLE 4 – ACADEMIC FREEDOM-----	8
ARTICLE 5 - INSTRUCTIONAL MATERIALS-----	8
ARTICLE 6 - PERSONAL LIFE -----	9
ARTICLE 7 - PERSONNEL FILES -----	9
ARTICLE 8 -OWNERSHIP OF MATERIALS/ PROCESSES/ PRODUCTS -----	9
ARTICLE 9 - SELECTION OF APPLICANTS -----	10
ARTICLE 10 - TUITION WAIVER -----	11
ARTICLE 11 - USE OF COLLEGE FACILITIES-----	11
ARTICLE 12 - GRADES-----	12
ARTICLE 13 – COMPLAINTS -----	13
ARTICLE 14 - DISTANCE LEARNING -----	16
ARTICLE 15 - CALENDAR -----	17
ARTICLE 16 - SALARY -----	18
ARTICLE 17 - FRINGE BENEFITS-----	22
ARTICLE 18 - PAYROLL DEDUCTIONS-----	23
ARTICLE 19 - WORKLOAD-----	25
ARTICLE 20 - EMERGENCY, PERSONAL, AND BEREAVEMENT LEAVE-----	32
ARTICLE 21 - LEGAL LEAVE -----	32
ARTICLE 22 - WORKSHOPS AND CONVENTIONS -----	33
ARTICLE 23 - SICK LEAVE-----	33
ARTICLE 24 -MEDICAL COVERAGE FOR RETIREES-----	34
ARTICLE 25 - INJURY ON DUTY -----	35
ARTICLE 26 - ABNORMAL SITUATIONS-----	35
ARTICLE 27 - SABBATICAL LEAVE-----	36
ARTICLE 28 - UNPAID LEAVE OF ABSENCE -----	39
ARTICLE 29 - EMPLOYMENT STATUS -----	40
ARTICLE 30 - GRIEVANCE PROCEDURE-----	43
ARTICLE 31 - WORK STOPPAGES -----	44
ARTICLE 32 – SEPARABILITY -----	45
ARTICLE 33 - SCOPE OF AGREEMENT -----	45
ARTICLE 34 - PAST PRACTICES -----	45
ARTICLE 35 - DURATION -----	45
ADDENDUM A - JUST CAUSE CRITERIA -----	48
ADDENDUM B - SICK LEAVE DONATION-----	49
ADDENDUM C - LISTING OF DISCIPLINES-----	51
ADDENDUM D – DEPARTMENT CHAIR DESCRIPTION AND EXPECTATIONS -----	52

PREAMBLE

This agreement is entered into between the Board of Education on behalf of Blue Mountain Community College, herein referred to as the “College” or “Board,” and the Blue Mountain Faculty Association, herein referred to as the “Association.” The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to, but not limited to, salaries, hours, and conditions of employment.

ARTICLE 1 - RECOGNITION

A. The College hereby recognizes the Association, an affiliate of OEA/NEA, as the exclusive representative of all professional faculty of Blue Mountain Community College, excluding supervisory, confidential employees, and exempt technical; non-faculty positions; Contract Out of District (COD) Coordinators; coaches who work less than .75 or equivalent for two terms or less than 14 credit hours or the equivalent in one term; business/agency contract instructors; and instructors of non-credit classes other than ABE/GED, and ESL. Employees assigned to correctional institutions are included in the bargaining unit.

B. For purposes of defining the bargaining unit:

- 1) Professional faculty shall mean all employees: (1) who are engaged in teaching at least three instructional units (IU's) or the equivalent, and who are employed for two terms in a college year; or who are engaged in teaching 13 IU's, or the equivalent for one term; (2) who are engaged in professional counseling or library science or other non-instructional duties who are working either (a) full-time or (b) at least 0.20 FTE for two terms in a college year.
- 2) “Full-time faculty” shall mean all employees: (1) who are employed pursuant to a individual full-time faculty contract; or (2) who are employed for 14 Instructional Units (IUs) or the equivalent, in a single term; or (3) who are employed more than 12 IUs or the equivalent in two terms in a College year; or (4) who are employed on a full-time probationary or regular basis engaged in professional counseling or library science or other non-instructional duties.

Full-time faculty shall not be reduced to part-time except as part of the retrenchment process described in Article 29. E.

- 3) Part-time professional faculty shall mean all employees: (1) who are engaged in teaching at least three but no more than 12 instructional units or the equivalent and who are employed two terms in a college year, or (2) who are engaged in teaching 13 IU's or the equivalent for one term; or (3) who are engaged in professional counseling or library science on an equivalent part-time basis: that is, working at least .20 FTE for two terms in a college year.
- 4) Adult Basic Education (ABE, GED, ESL, AHSD) faculty shall be defined as those

employees who are engaged in teaching activities for the Adult Basic Education Program.

- 5) Correctional Institution (CI) faculty shall be defined as those employees who teach the correctional institution programs.
 - 6) College Preparation: Employees who teach nontransferable credit hour classes specified as courses under 100 level, excluding professional/technical courses.
- C. The term “instructor,” “member,” or “employee” when used in this Agreement shall refer to all employees in the bargaining unit, as defined in this article. All pronouns shall include both male and female persons.

A member of the bargaining unit will continue as such until that individual fails in a succeeding academic year to meet the minimum requirements for members of the bargaining unit as established in this Article. However, employees failing to meet the minimum requirements for members of the bargaining unit will not receive insurance benefits or leaves, including but not limited to those provided for in:

Article 17: Fringe Benefits

Article 20: Emergency/Personal/Bereavement Leave

Article 21: Legal Leave

Article 23: Sick Leave

Article 27: Sabbatical Leave

Article 28: Unpaid Leave of Absence

- D. Coaches who hold faculty positions that otherwise qualify them for bargaining unit membership are included in the unit for their entire assignment, including both teaching and coaching, otherwise coaching assignments are not covered under this contract.

ARTICLE 2 - MANAGEMENT RIGHTS

- A. Except as amended by this Agreement and applicable state law, it is recognized that the College has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties, and activities of its employees.
- B. Without limiting the generality of the foregoing, and except as limited by this Agreement, it is expressly recognized that the College’s operational and managerial responsibility include:
- 1) The right to determine location of the schools and other facilities of the College.
 - 2) The determination of the financial policies of the College, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.

- 3) The determination of the management, supervisory, or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.
 - 4) The maintenance, control, and use of the College property and facilities.
 - 5) The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.
 - 6) The right to enforce policies, rules, and regulations now in effect and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.
 - 7) The direction and arrangement of all the working forces, including the right to hire, suspend, discharge, or discipline employees.
 - 8) The creation, combination, modification, or elimination of any teaching position, except as restricted by other provisions of this Agreement.
 - 9) The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employees' performance.
 - 10) The approval and authorization of the subjects to be taught.
 - 11) The right to schedule classes and assign workloads.
- C. The College shall have the right to contract instruction to internal exempt or classified employees or to external business entities when there is no internal bargaining unit capability to deliver the instruction. For purposes of this paragraph, internal bargaining unit capability is defined as the existence of (a) willing and qualified part-time bargaining unit members who can instruct the course(s) in question without exceeding part-time term load or (b) willing and qualified full-time bargaining unit members who can instruct the course(s) in question without exceeding 21 IUs in a term.
- 1) The right to contract under this Section shall not be used to replace or cause a reduction in workload opportunities for current bargaining unit members.
 - 2) Nor shall the right to contract under this Section extend to the permanent replacement of current faculty member positions with exempt technical or classified employees or outside business entities. To this end the College will make reasonable efforts to fill vacancies created by the resignation, termination or retirement of bargaining unit members by hiring qualified replacement bargaining unit faculty members.
 - 3) Each quarter, the Office of Instruction shall provide a list of contracted services to the Association.

ARTICLE 3 - ASSOCIATION RIGHTS

A. Information

Upon written request, the Board agrees to furnish to the Association available, factual, public, non-confidential information necessary for its functioning as exclusive bargaining representative.

B. Association Activities

The Association shall have the right to meet with employees during regular business hours to investigate and process grievances, complaints, and other matters relating to employment relations including attending Faculty Association meetings so long as classes, departmental meetings and commitments to students are uninterrupted.

C. Use of College Facilities

The Association and its representatives shall have the right of access to College buildings for the purpose of Association business, providing that such use shall not interfere with nor interrupt normal College operations. Arrangements for such use shall be made in accordance with the usual facility reservations procedure.

D. Use of School Equipment

The Association shall have the right, for the purpose of Faculty business only, to use College equipment, such as facsimile, photocopying and calculating machines, duplicating and audio visual equipment, personal computers and software, and the campus e-mail system (consistent with college-wide policy), at reasonable times, and when such equipment is not otherwise in use. The Association will provide its own paper, and other consumable materials. Copy Center costs will be charged to the Association.

E. Association Announcement

Upon written request, an Association representative may be allowed to make a brief announcement at the end of a general staff meeting.

F. Board Meeting Agenda and Minutes

The Association shall be provided an agenda for each board meeting and one copy of official Board meeting minutes, whenever possible.

G. Notification of Association Officers and Bargaining Unit Members

Any notices, filings, or other contacts required or allowed in this Agreement shall be with the President on behalf of the Board, and the President of the Association on behalf of the Association. The Association shall notify the President in writing no later than the 15th of

September of each school year as to the names of all officers of the Association. In the event of a vacancy in officials of the Association, the Association will notify the President in writing of the name(s) of the new officers within ten (10) days after that vacancy is filled. The Association will be provided a list of names and addresses of all members of the bargaining unit. Such list will be updated on a quarterly basis.

H. Representatives at Public Budget Meetings

The Association shall be allowed to have representatives present at all public budget meetings.

I. Notification of Vacant Positions

At least ten (10) calendar days prior to the public announcement of the opening of a new or existing position within the bargaining unit, the college shall notify the members of the bargaining unit of the availability of the position, the qualifications necessary, and the approximate date the position will be available, by sending an announcement to all members of the collective bargaining unit by the college's electronic mailing system.

J. Communications

The College Administration and Association agree to meet if such a meeting is requested by either party. Such meetings will be scheduled in a timely manner with a time and place specified jointly by the parties. Other meetings may be held at any time with mutual consent of both parties.

K. Association Orientation

At the beginning of every term all new members of the bargaining unit shall attend a one (1) hour orientation held by the association leadership (in-person, at-a-distance, or by phone). All new part-time members of the bargaining unit shall be paid at the meeting rate, as described in Article 16 Section B4, after verification of attendance by the association leadership. The purpose of the orientation will be to review strategies for successful completion of the employee's probationary period, meeting the expectations of the employer, the terms of the collective bargaining agreement and the names of people who can help them with particular issues they may have in their new job.

L. New Bargaining Unit Members

The Association shall be provided with the contact information of new members of the bargaining unit within ten (10) calendar days.

M. List of Bargaining Unit Members

Within 30 days of the beginning of classes each term, the College shall provide the Association with an Excel-compatible list of the names of all members of the bargaining unit, as provided in Article 3, Section G. The list shall include the last four digits of each person's social

security number, employee ID, date of birth, first date of service, FTE, title, worksite, work email, work phone, residential address, home phone and work phone.

The College shall notify the Association whenever a member of the bargaining unit is placed on unpaid leave of absence, retires, is laid-off resigns or changes their name.

The College shall create and update, at the beginning of each term, three (3) email lists as follows:

1. All BMCC bargaining unit members
2. Full-time BMCC bargaining unit members
3. Part-Time BMCC bargaining unit members

The BMFA officers shall have the right to send emails to any of the lists using the college email system.

ARTICLE 4 – ACADEMIC FREEDOM

The instructor is entitled to academic freedom in the classroom in discussion and presentation of the subject material as outlined in the course outcomes syllabus.

ARTICLE 5 - INSTRUCTIONAL MATERIALS

Instructors shall participate with their department in the selection of the appropriate textbooks and other instructional materials. Teaching materials shall not violate any human and/or civil rights. Whenever possible, one standardized textbook and/or set of instructional materials will be selected for each course or sequence of courses. Any disputes among faculty involving teaching materials shall be resolved by the VP of Instruction.

Instructor prepared materials developed for courses with college support, including but not limited to printing costs, materials, and secretarial support may be distributed to students free of charge in class. If substantial costs are involved, such items may be placed in the bookstore for sale to students at cost.

Faculty owned instructional materials such as a textbook, workbook, or laboratory manual, may be adopted for use in the classroom after publication by a commercially recognized publisher.

Instructional materials are not to be sold directly to students by the BMCC faculty. Such materials shall be sold by the BMCC bookstore. Any material that includes sections that are copyrighted must have a written release for use and sale through the bookstore.

ARTICLE 6 - PERSONAL LIFE

The College recognizes that the personal life of the employee is not an appropriate concern of the College except to the extent that such activity affects the employee's ability to do his/her job.

The location of all security cameras will be made available to the Association.

ARTICLE 7 - PERSONNEL FILES

- A. The personnel file of each employee, which is the only official file, is confidential and shall be kept by the College in locked, fireproof files in the Human Resources Department. The personnel file of an employee shall contain only material relevant to employment. Unless approved by the employee, access shall be limited to the employee, the supervisory employees of the College, the College's attorneys and confidential personnel of the Human Resources Department. The payroll files of each employee shall be kept by the Human Resources Office. Nothing in this Agreement shall be construed to prevent or restrict immediate supervisors from maintaining individual working files for a period of two years. These files shall be deemed personal to the supervisor as part of the work product.
- B. The Director of Human Resources or designee shall notify a faculty member in writing within ten (10) college working days when any adverse material is placed in his/her personnel file to provide the employee an opportunity to review and initial the material. Employee initials indicate only that the employee has seen the material, not that he/she agrees with the content. Any adverse material that has not been reviewed by the employee shall not be used in any way for purposes of evaluation, disciplinary action, non-renewal, or dismissal. Indications of "review", as stated above, are either the initials of the employee verifying there was an opportunity to review the materials, or, a notation attached by the College indicating the employee has received notification but refused to sign the material. If the employee refuses to sign said materials it will be so noted. An employee may attach a rebuttal to materials or add relevant materials of his/her choosing. Providing the employee gives the Human Resources Department 24 hours notice, he/she may consult with the College from time to time with respect to what materials should be retained in his/her file. Materials may be expunged from the file by mutual consent of the College and the employee.
- C. Upon request to the Human Resources Director, a faculty member may review and request copies of any material from his/her personnel file. No materials may be removed from this file, except by mutual consent of the employee and the College.

ARTICLE 8 - OWNERSHIP OF MATERIALS/ PROCESSES/ PRODUCTS

- A. The ownership of any materials or processes developed on an Instructor's own time, and at no expense to the College shall vest and be copyrighted or patented, if at all, in the Instructor's name.

- B. In those instances where materials or processes are produced by a faculty member with College support, by way of significant personnel time, facilities or other college resources, the ownership of the materials or processes shall be determined by written agreement prior to the production of the materials between the College and the faculty member acknowledging ownership and specifically describing the instruction materials and resources to be included under the terms of the individual agreement. In the absence of an agreement, the faculty member shall be deemed to have ownership.
- C. An instructor who develops distance learning courses shall have the right of first refusal to teach the developed course. An instructor who is assigned to teach a developed distance education course may use materials owned by the instructor who developed the course only by permission of the developer.

ARTICLE 9 - SELECTION OF APPLICANTS

It is agreed that employee involvement in the selection process of employees in the bargaining unit is desirable to the well-being of the College. The Board shall not exercise final discretion regarding the selection of employees in the bargaining unit until:

- A. A selection committee has been provided an opportunity to participate in the screening of full-time faculty applications and interviewing of applicants at a reasonable time and place to be determined by the College.

The selection committee for full-time faculty positions shall include Administration and /or its designees, as well as a minimum of three faculty members. The faculty in the affected department or area shall choose three faculty members for the selection committee, of which at least one shall be from an outside department or area, and may recommend additional faculty from the affected department or area or from outside their area. Those recommendations shall be given priority consideration. The recommendation of the committee in regards to qualifications and suitability of the candidates shall receive serious consideration by the College in the final selection decision.

A part-time faculty member serving on a selection committee shall receive compensation as described in Article 19 "Workload." Full-time faculty members serving on selection committees on contract days shall not receive any additional compensation.

A faculty member may not participate in the selection of their replacement.

- B. Full-time faculty members that have experience in the affected subject matter area shall be provided with an opportunity to review the qualifications of part-time candidates. The VP of Instruction shall notify the reviewer of the receipt of the application(s) and allow five (5) working days to review and recommend the suitability of the candidate(s). Recommendations shall receive serious consideration by the College in the final selection decision.
- C. When it is impractical to conduct the selection process described above, the college may hire a

temporary full-time faculty member. Temporary positions are limited to time periods of no more than one academic year. Faculty members assigned to a temporary position shall not be given preference in the regular hiring process. The number of temporary full-time faculty shall not exceed 10% of the total number of full-time faculty.

ARTICLE 10 - TUITION WAIVER

- A. Employees are authorized to enroll in any Blue Mountain Community College classes, including adult education classes, at no cost to the individual. All tuition charges and applicable fees shall be waived for employees, retirees, their spouses or domestic partners, and their dependents. For purposes of this article a retiree is a regular faculty member who has served the College for a minimum of twenty-five (25) years of continuous employment including approved leaves of absence.
- B. Spouses or domestic partners of employees and retirees are eligible providing they are not legally separated or have an un-revoked written declaration of domestic partnership on file in the Human Resources Department.
- C. A dependent is defined as: (1) one who satisfies the IRS definition of a dependent, or (2) one who is eligible for dependent care coverage under the Affordable Care Act.
- D. The tuition waiver for dependents of retirees will only be available for individuals who are dependents at the time of employee's retirement. Dependents are eligible for up to five (5) years following retirement date.
- E. The tuition waiver shall be extended to dependents of recently deceased faculty members who were eligible dependents of the deceased employee at the time of death. The tuition waiver benefits shall be extended for up to five (5) years following an employee's death.

Individuals accepting tuition waiver must register at the lowest priority level and are subject to adequate enrollment of other students in the class.

Part-time employee eligibility shall be based on the instruction of six (6) or more IUs in the preceding term and the current term. Request for such waivers must be made in writing to the Human Resources Department.

ARTICLE 11 - USE OF COLLEGE FACILITIES

Employees shall be allowed use of the College Facilities free of charge during the normal operating hours providing such use is in accordance with the College procedures and does not interfere with regular College programs.

ARTICLE 12 - GRADES

A. The responsibility for assigning grades rests with the individual instructor.

B. Grade Appeals

- 1) Should a student wish to dispute a grade, the student must discuss the issue with the instructor before the grade appeal process is available to the student.
- 2) After discussing the issue with the instructor, if the student still disputes the grade, the student shall complete a grade appeal form which shall include all the particulars of the situation surrounding the grade given, what grade change is requested, and a statement that substantiates the dispute.
- 3) The grade appeal form must be submitted to the Office of Instruction by close of business of the third Friday of the next term as follows:
 - a. Fall term appeals must be submitted by the third Friday of Winter term.
 - b. Winter term appeals must be submitted by the third Friday of Spring term.
 - c. Spring and Summer term appeals must be submitted by the third Friday of Fall term.
- 4) A timely submitted form shall be reviewed by the Office of Instruction with the instructor. The instructor shall respond to the statement of the student in written form.
- 5) If the instructor's decision is to change the grade in agreement with the student's request, it will be so recorded and the process will be terminated.
- 6) If the instructor's decision is to not change the grade and the student is not satisfied with the decision the appeal process may be continued.
- 7) Upon review of the grade appeal and instructor response, the Office of Instruction may dismiss the appeal if it is without merit. If dismissed, the student has ten (10) business days to appeal the decision.
- 8) All documentation surrounding the grade appeal shall be reviewed by the Grade Appeal Committee. Membership shall be composed of five (5) faculty members, rotating alphabetically each term. The VP of Instruction shall select three (3) of the five (5) faculty members to hear an appeal, excluding the instructor who issued the grade and the student's current faculty advisor. The committee shall be authorized to fully investigate and resolve the dispute by either affirming or changing the grade. The committee's decision shall be final. A permanent record of the grade shall be maintained in the registrar's office.

ARTICLE 13 – COMPLAINTS

A. **Purpose:**

The purpose of the Student Complaint Procedure is to provide an expedient and orderly method for resolving student complaints that may arise. This procedure does not include complaints of alleged criminal activity or harassment, Title IX violations, or grade appeals. The Student Complaint Process provides both an informal and a formal process to facilitate, investigate, and resolve a concern made about a faculty member by a student. The informal process shall precede the formal process.

1. A determined effort shall be made to settle such differences at the lowest possible level in the complaint procedure.
2. The informal process, through cooperative and collaborative meetings with the parties involved, shall seek to facilitate the resolution of the issue(s) in an equitable manner that is acceptable and amenable to all parties. If the informal process fails to resolve the issue, the student has the option of moving the complaint to the formal process.

B. **Informal Complaint Procedure:**

Student complaints shall proceed in the following manner and time requirements, unless mutually agreed upon in writing by all parties to the complaint. All such agreements shall be reduced to writing, must specify a deadline date for the resumption of the complaint procedure, and be signed by the College, two officers of the Association, the complainant, and any and all other parties to the complaint. If the student comes to the faculty member's department chair, Vice President of Instruction, dean, or other college employee, the student shall be informed of the process.

1. Step One- Student/Faculty Meeting:

The student contacts the faculty member within ten (10) working days in which the alleged action of concern occurred. This request must be in writing and should briefly describe the actions or omissions by the faculty member and state the student's desired outcome. Email communication will satisfy this requirement.

- a) The student and faculty member will schedule a meeting to informally discuss the student's concerns. This meeting should be held at the earliest possible time based on the current academic schedule and availability of the faculty member.
- b) If the concern is not resolved at this informal meeting, the student has (5) working days to initiate Step Two by contacting the Office of Instruction.

2. Step Two - Student/Faculty/Department Chair/Dean Meeting:

- a) The Office of Instruction will verify that Step One has taken place and then the Dean shall set a meeting with the student, faculty member, and department chair within five (5) working days of receipt of the complaint.
- b) The meeting arranged by the Dean in B(2)(a) above shall be a confidential conversation with the student, faculty member, and department chair whereby a reasonable and agreeable resolution is sought using the interest-based approach.
- c) If an agreement is not reached in the informal meeting above, then within five (5) working days after the meeting, the Dean shall prepare a written decision on how best to resolve the complaint.
 - i. The Dean shall meet face-to-face with the faculty member to share their findings, recommendations, and decision before meeting with the student.
 - ii. If the faculty member disagrees with the Dean's finding:
 - 1) The faculty may advise the Dean that they would like the complaint forwarded to the Student Complaint Committee via the "Formal Complaint" procedure.
 - 2) In this event, the Dean notifies the student in writing of their decision and advises the student that the complaint is to be forwarded to the Student Complaint Committee for final determination.
 - 3) If the faculty member does not request at the meeting that the complaint be heard by the Student Complaint Committee, then the Dean shall provide their written findings, recommendations, and decision to the student and advise the student that they have five (5) working days to appeal the decision to the Student Complaint Committee (i.e., move to the Formal Complaint Procedure).

C. Formal Complaint Procedure (Appeal to the Student Complaint Committee):

1. In the event that the faculty member or student disagrees with the Dean's decision, a formal process for resolution following the informal process may then begin. The initiation of the formal process must be filed in writing and submitted to the VPI within five (5) working days of the Dean's informal decision.
2. The appealing party must submit a written statement to the VPI, which must explicitly state how they disagree with the Dean's findings and decision.
3. The VPI must forward the statement to all parties and members of the Committee within five (5) working days of receiving the statement.
4. The faculty member, the College, and/or the student may have representation.

5. Within five (5) working days of receiving the statement, the Committee chair shall schedule a hearing. At least ten (10) working days before the hearing the chair must inform all parties of the time, place, and date of the hearing. All reasonable steps must be taken to make the hearing convenient to all parties.

D. Student Complaint Committee:

The Student Complaint Committee shall consist of the following five (5) persons:

1. One permanent faculty Association officer appointed by the Association.
2. One permanent faculty member outside the involved faculty member's department appointed by Association (determined at time of complaint).
3. One permanent faculty appointed by the mutual consent of the VPI and the Association.
4. One professional staff with a Baccalaureate degree or greater appointed by the College.
5. The VPI shall be appointed by the College and act as chair. In the event that the VPI may not serve including but not limited to conflict of interest, then a chair shall be selected by mutual agreement of the VPI and the president of the Association.

E. Student Complaint Committee Procedures:

1. The Committee shall conduct the meeting in the order as follows:
 - a) The meeting(s) shall be closed to the public unless by mutual agreement of all parties. Such agreement shall be reduced to writing and signed by all parties and the Committee chair.
 - b) The minutes of the proceedings shall be recorded by a confidential secretary chosen by the Committee chair.
 - c) Any party may request a copy of the minutes and be given a copy if requested.
 - d) The Committee members may question parties, witnesses, or documentation at any time.
 - e) The party disagreeing with the Dean's decision shall present evidence, including witnesses, documentation, or other evidence first, followed by the other party's presentation.
 - f) The Committee shall have the sole right to determine what evidence may be considered. Such determination shall not be prejudicial against either party. It is suggested that the Committee err on the side of caution with a just decision being the

ultimate desire.

- g) The Committee shall have ten (10) working days to make a determination. During the ten (10) working days, the Committee shall have the right to independently investigate the issues of the case. The Committee shall have the right to ask the parties for clarification of evidence; however, both parties shall be informed of the communication of clarification by the Committee.
 - h) Within ten (10) working days, the Committee shall submit a written decision to the parties.
- 2. The decision of the Committee shall be final with no further appeal available to either party.
 - 3. Faculty members may have recourse to the grievance procedure in this CBA.
 - 4. Any disciplinary action resulting from the complaint must adhere to Article 29(D) - Discipline and Termination of this agreement.

F. Definitions for this Article:

- a) Working Days: "Working days" or "work days" as used in this agreement shall be defined as in the grievance process.

H. Academic Freedom:

No complaint may be decided against an Association member that may infringe upon the member's academic freedom as expressed in Article 4 of this Agreement unless such acts can be shown to be egregiously arbitrary or capricious.

ARTICLE 14 - DISTANCE LEARNING

Except as provided below, all rights and restrictions of this contract apply equally to courses no matter the mode of delivery.

- A. **DEFINITION:** Distance learning is defined as a formal educational process in which the majority of the instruction occurs when student and instructor are not in the same place. Instruction may be synchronous or asynchronous. Distance learning may employ, but is not limited to, correspondence study, audio, video, or electronically mediated technologies. Developing distance learning courses is a process of choosing technologies coupled with distance teaching and learning techniques that are appropriate both for the content of the

course and needs of the student.

- B. **WORKLOAD:** Value of workload for teaching distance learning courses shall not be determined differently from on campus face to face courses.
- C. **COURSE DEVELOPMENT:** Full-time faculty within the relevant academic discipline shall have the right of first refusal to develop a new distance learning course. The developer of a distance learning course shall have the right of first refusal to teach that course.
- D. **OWNERSHIP OF MATERIALS:** Ownership of distance learning course materials shall be determined by Article 8 - Ownership.
- E. **CLASS SIZE:** The instructor, department chair, and the VP of instruction shall determine the class size limit.
- F. **INSTRUCTOR'S RIGHTS AND RESPONSIBILITIES:** Except as otherwise provided in this paragraph, no instructor shall be required to teach or develop a distance learning course unless there are not sufficient sections being offered to provide all full-time faculty members a full load with face-to-face classes. In this case the Office of Instruction may assign one distant education course to that full time faculty member to give the instructor a full load. If assigned a distance education course, the instructor will select the mode of delivery of the course. Effective upon ratification of this agreement, each distance education course shall have an evaluation period of four terms. During this period the College or the faculty member may decide to not continue offering the course in its current form. After this evaluation period faculty may be assigned this course consistent with the assignment of on campus courses. The developer of a distance learning course shall have the right of first refusal to teach the course.
- G. **TRAINING:** The College has the responsibility to offer specific training in the special skills necessary for successful and effective instruction. Upon instructor request the training must be available at least three months before the instructor first offers the course.

ARTICLE 15 - CALENDAR

Full-time faculty shall work one hundred seventy-one (171) days during Fall, Winter, and Spring terms and one (1) additional floating day during the summer for contracting students.

The college will convene a Calendar Committee consisting of the Vice President of Instruction, Registrar, Director of Financial Aid, an Associated Student Government representative to serve as an ex officio member of the Committee and 3 faculty members, appointed by the BMFA President, to include 1 CTE faculty, 1 AAOT faculty, and 1 at large faculty. This Committee shall be created to ensure that faculty have the opportunity to provide input into the creation of the faculty and academic calendars. This Committee shall make every effort to have the start of the faculty calendar begin after Round-Up each Fall term.

Before the end of the school year, the College shall distribute a calendar for the following school year. Paid holidays shall be Veterans' Day, Thanksgiving Day, Christmas Day, New Year' Day, Martin Luther King Junior Day, and Memorial Day. The day after Thanksgiving a shall be an unpaid holiday.

Part-time instructors scheduled to work on a day designated as a holiday will be paid for the holiday. Holiday pay will equal the number of hours scheduled.

ARTICLE 16 - SALARY

A. Full-time

- 1) **Salary Schedule.** The College and the Association agree that the salary schedule below shall be the official salary schedule for all employees in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the College.

The 2024-2025 salary schedule shall take effect on July 1, 2024.

The 2025-2026 salary schedule shall take effect on July 1, 2025.

The 2026-2027 salary schedule shall take effect on July 1, 2026.

	2024-2025	2025-2026	2026-2027
15	\$94,386.85	\$97,218.46	\$100,135.01
14	\$90,608.48	\$93,326.73	\$96,126.54
13	\$86,981.35	\$89,590.79	\$92,278.51
12	\$83,499.42	\$86,004.40	\$88,584.53
11	\$80,156.89	\$82,561.60	\$85,038.44
10	\$76,948.14	\$79,256.58	\$81,634.28
9	\$73,867.86	\$76,083.90	\$78,366.41
8	\$70,910.87	\$73,038.20	\$75,229.34
7	\$68,072.25	\$70,114.42	\$72,217.85
6	\$65,347.27	\$67,307.69	\$69,326.92
5	\$62,731.37	\$64,613.31	\$66,551.71
4	\$60,220.20	\$62,026.81	\$63,887.61
3	\$57,809.53	\$59,543.82	\$61,330.13
2	\$55,495.37	\$57,160.23	\$58,875.04
1	\$53,273.86	\$54,872.08	\$56,518.24

2) Additional reimbursable full-time enrollment (FTE)

For every increase of 75 reimbursable FTE in a given term over the same term in the previous year will result in a stipend of half a percent (.5%) for the duration of the given term. The number of FTE will be determined as of the end the fifth week of the given term and follow the standards of OCCURS reporting. This is limited to no more than a total of 1.5% stipend within each year of this agreement.

B. Part-time

- 1) Effective July 1st, 2021, the following salary schedule shall be adopted for part-time faculty and full-time faculty overload:

Step	Pay per IU Summer 2024	Pay per IU Fall 2024	Pay per IU 2025-2026	Pay per IU 2026-2027	Minimum IU to attain step
1	\$783.50	\$807.18	\$870.99	\$941.97	0
2	\$818.72	\$840.84	\$907.31	\$981.25	24
3	\$855.55	\$875.90	\$945.14	\$1,022.17	48
4	\$894.05	\$912.43	\$984.55	\$1,064.79	72
5	\$934.27	\$950.48	\$1,025.61	\$1,109.20	96

Effective July 1, 2024, the Summer 2024 salary schedule shall take effect.

Effective September 1, 2024, the Fall 2024 salary schedule shall take effect and continue for the remainder of the 2024-2025 academic year.

Effective summer term 2025, the 2025-2026 salary schedule shall take effect.

Effective summer term 2026, the 2026-2027 salary schedule shall take effect.

Initial placement on salary schedule: faculty members (full-time and part-time) shall be placed on the schedule according to their current rate (longevity or base) as of June 30th, 2021. Faculty hired after July 1st shall be placed at Step 1.

Advancement: part-time faculty shall advance to the next step in the term subsequent to having worked the required number of IU. Full-time faculty shall advance to the next step after they have completed the required number of overload (including summer) IU. For full-time faculty, overload IU shall be considered completed at the end of spring term; therefore, full-time faculty shall only have the opportunity to advance on the step schedule in summer and fall terms. The IU required for advancement shall begin being counted in summer term 2021.

2) Longevity Bonus

Effective July 1st, 2021, the longevity bonuses listed below are being phased out. Faculty may finish earning any bonus which they have begun to earn, but they may not begin earning any new bonus.

Starting with the 2016-17 academic year, any part-time faculty member who has worked continuously at least 1 academic term in each academic year as a part-time faculty member, as determined by Notice of Assignment (NOA) forms filed in the Office of Human Resources, shall receive a bonus for years of service as follows:

All part-time faculty members who have 45 or more NOA forms as part-time instructors on November 1, 2016 will receive the first bonus of \$1,000 in their November paycheck. Any part-time faculty member who has less than 45 NOAs shall receive \$1,000 when they have accumulated a total of 45 NOAs.

For all faculty members who work continuously at least 1 academic term in each academic year as a part-time faculty member are eligible for additional bonuses as follows:

For those who have received the first \$1,000 bonus upon completion of an additional 15 NOAs shall receive a second bonus of \$1,500.

For those who have received the second bonus of \$1,500 upon completion of an additional 15 NOAs shall receive a third bonus of \$1,750.

- 3) Each adjunct or part-time instructor teaching a minimum of 3 IUs per term shall be paid an additional \$100.00 an IU for each weekly hour of student contact or committee work per quarter, up to a maximum of \$300. Effective September 1, 2024, this pay shall cease. Part-time faculty are expected to perform certain duties related to their teaching without additional compensation. Those duties include holding office hours (in-person or virtual), emailing students, their department chair, and/or their dean on matters related to their teaching.
- 4) Part time faculty will be compensated at the hourly rate described in Article 19.C.1 for each hour of required meeting, professional development, seminar, or other meeting. Part-time faculty may be assigned up to two hours per term of mandatory training without compensation; additional training must be paid at the rate described in Article 19.C.1.
- 5) Additional reimbursable full-time enrollment (FTE)
For every increase of 75 reimbursable FTE in a given term over the same term in the previous year will result in a stipend of half a percent (.5%) for the duration of the given term. The number of FTE will be determined as of the end the fifth week of the given term and follow the standards of OCCURS reporting. This is limited to no more than a total of 1.5% stipend within each year of this agreement.

C. Salary Placement and Advancement for Full-Time Employees

- 1) Any employee without a bachelor's or master's degree shall be placed on Step 1.
- 2) Any employee with a bachelor's degree or a journeyman's rating with four (4) years of work experience shall be placed on Step 2.
- 3) Any employee with a master's degree, or a journeyman's rating with ten (10) years of work experience, shall be placed on Step 3.
- 4) In addition, new employees shall receive credit for up to five (5) years of prior work experience as follows:
 - a) Each year of college teaching experience shall be worth one (1) step.
 - b) Each two (2) years of teaching experience in kindergarten through grade 12 shall be worth one (1) step, up to a total of three steps.
 - c) Each two (2) years of related work experience in the trade profession taught and not used for placement as outlined in Section 2 or 3 shall be worth one (1) step, , up to a total of three steps.
- 5) Work/teaching experience that is less than full-time will be counted as a percentage related to a full-time position. Part-time work/teaching experience will then be totaled to reflect the number of years as it relates to a full-time equivalent (FTE). When the total full-time equivalent is determined, a half year or more FTE shall be considered a full year of experience. Example: 5 years @ .5 FTE = 2.5 FTE (3 years experience would be allowed)
- 6) Effective September 1 of each year, all employees, except those on Step 16, shall receive a step increase.

D. Miscellaneous

- 1) The college shall pay the employee contribution to the Public Employees Retirement System for full-time eligible employees. Effective July 1, 2024, the college shall also pay the employee contribution to the Public Employees Retirement System for part-time eligible employees.
- 2) Employees with earned doctorates shall receive an additional five percent (5%) of their standard contract salary each year, providing the earned doctorate is in the employee's teaching assignment at the College.
- 3) Instructors employed more than the days stipulated in their individual contract for the academic year for an identical or similar assignment shall receive compensation in proportion to the extra time required, based on normal load at current salary. The daily proration rate described in this section shall be used under the following circumstances: the instructor is employed full-time in Corrections Education for summer term; the instructor agrees to work during non-contracted days within the regular academic calendar year for

that employee; or, a newly hired instructor performs work prior to the term in which employment begins. Daily proration rates may also apply under other circumstances upon agreement between the VP of Instruction and the faculty member.

- 4) A new instructor's base salary will be established at a higher step after initial evaluation whenever necessary to meet competition or fill unusual openings in the staff.
- 5) Low Enrollment Classes

For part-time instructors or full-time instructors where a section is in overload, should the size of a section fall below 10 students, the College may either cancel the class or offer the instructor the opportunity to teach the class on a pro-rated basis. Minimum pro-rata rates: 9 students - 90%; 8 students - 80%; 7 students - 70%; 6 students - 60%; and 5 students – 50%.

For purposes of this section, enrollment is determined at the end of the first week of classes. Determination of which classes are considered overload follows the procedure identified in Article 19. D. The College may combine low enrollment classes to form the equivalent of one class. The total enrollment shall not exceed the normal maximum class size of any one of the courses without the agreement of the instructor.

- 6) For full-time Nursing Program only:

A special premium will be added as a percentage of the instructor's base salary in order to meet market competition. The percentage will be forty percent (40%). Nursing faculty members with Master's degrees shall receive an additional five percent (5%), for a total premium of forty five percent (45%). This amount takes into consideration current salaries for nurses employed within the Blue Mountain Community College District geographical area.

E. Professional Incentive Fund

The College and the Association agree to the joint administration of a Professional Incentive Fund to be funded by the College. The Faculty Professional Incentive Fund shall be funded in the amount of \$40,000 for each year of the agreement for full-time faculty and in the amount of \$6,000 for each year of the agreement for part-time faculty. After April 1 of each year, any full-time or part-time faculty may apply for and utilize remaining funds.

Funding applications that are denied are not subject to Article 30 (Grievance Procedure), in this Collective Bargaining Agreement.

ARTICLE 17 - FRINGE BENEFITS

- A. Effective with the 2024-2025 instructional contract year, the College shall provide each full-time faculty member \$1,400 per month towards health benefits. Effective with the 2025-2026

instructional contract year, this amount shall increase to \$1,500 per month. Effective with the 2026-2027 instructional contract year, this amount shall increase to \$1,600 per month.

The instructional contract year is defined as the period between September 1 and August 31. Health insurance benefits are paid in end-of-the-month employee checks September through August; health insurance coverage begins on October 1 and ends on September 30. A full-time faculty member employed through the end of the academic year shall receive coverage through September 30.

- B. Effective with the 2014-15 year, during the OEBB open enrollment period, each full-time employee will direct the College to distribute the monthly benefit into the following options: available faculty selected OEBB tiered medical, dental, and vision plans, and the Flexible Spending Account (FSA) or other health benefits that may become available. The employee may allocate their designated benefits among the available options per the restrictions of the designated insurance carrier, and 125 plan. Long term health care plans are not eligible for designation of the premium.

Those faculty who choose the Health Savings Account (HSA) medical plan may designate any funds remaining after payment of the premium to be paid into their individual HSA bank account and a FSA. The FSA is limited to dental and vision costs. The College will distribute available information about any changes in federal rules regarding the HSA accounts.

Those faculty who opt out of health insurance coverage and can verify coinsurance may utilize the monthly benefit to fund an FSA to a maximum allowable by agreement with American Fidelity or by law.

Any amounts not designated by employees in the above paragraphs shall be placed in the Faculty Health Pool. Funds will be disbursed monthly to buy down the employee contributions of bargaining unit members. Monthly distributions of the fund shall be designated as follows: 60% to those faculty who choose family coverage, 20% to those who select employee plus child, and 20% to those that select employee plus spouse. Those full-time faculty that choose not to participate in the pool must notify the Human Resources Department by the third Friday of September of each year. This fund shall be administered by the College, with reporting accountability to the Association Treasurer.

- C. The College shall provide Long Term Disability Income coverage equivalent to or better than 2009-10 coverage for all full-time faculty in the bargaining unit.
- D. The College shall pay monthly premiums for full-time faculty group term life insurance of fifty thousand dollars (\$50,000) from the College's monthly contribution to each full-time faculty member.

ARTICLE 18 - PAYROLL DEDUCTIONS

- A. The College agrees to deduct regular Association dues from the salaries of its employees who are members of the Association. The Association shall notify the College when a bargaining unit member should no longer have dues deducted. Authorization to deduct Association dues or to revoke deductions will be honored when received in writing from the employee by the fifteenth (15) of the month prior to the month deductions are to be made or discontinued. Pursuant to such authorization, the College shall deduct the dues in (10) equal deductions. Deductions authorized after the commencement of the fiscal year shall be prorated so that a pro rata amount will be deducted by the end of the fiscal year.
- B. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the Association dues before this deduction will be made. All other legal and required deductions have priority over Association dues.
- C. The Association shall indemnify and hold harmless the College from any claim, loss, or liability arising under Sections A and B or that the extent of the payroll deduction is unlawful. In the event of any action brought against the College connected with Section A of this Article, the College shall provide the Association notice of such action. Such notice shall be in writing and shall be effective when actually delivered in person to the President of the Faculty Association, or when deposited in the United States mail, registered or certified, postage prepaid to the Oregon Education Association office. The College shall tender to the Association the defense of any claim and the Association agrees to accept the College's tender. As a condition to the Association's agreement to indemnify and hold the College harmless from any action under Section A of this Article, the College agrees to fully cooperate with the Association and its designated counsel in the defense of claim. The College shall have no liability to the Association because of any claim, loss, or liability arising under Sections A and B of this Article.
- D. The College agrees to deduct from the salaries of its regular employees, as requested by the employee:
 - 1) Premiums for Board approved insurance and annuity programs.
 - 2) Such other deductions as may be authorized by the Board.
- E. Salary will be paid in either ten (10) or twelve (12) equal installments as requested by the employee. The employee must notify the Human Resources Office of his/her choice not later than eight (8) calendar days before the September payroll date. No change in payroll options will be permitted after that date.
 - 1) An employee electing twelve (12) installments may request in writing that payment for June, July, and August be included on the June payroll, and such request will be granted if received by the Human Resources Office prior to June 1.
 - 2) The June payday shall be the last faculty working day of the month.

- 3) An employee may request a draw against earned salary on the last faculty working day of December, provided that not less than one (1) week advance notice is given to the Human Resources Office.

ARTICLE 19 - WORKLOAD

The College and the Association agree that faculty members have a right to a fair and equitable workload. In establishing workloads, the administration will attempt to avoid overloads, whenever possible.

A. 1) **Full-time faculty**

Full-time faculty may be assigned up to 44 instructional unit (IU) hours per year. Overload is anything over 44 IU hours per academic year. No instructor shall teach over 17 IU hours per term without the instructor's approval in advance.

2) **Part-time faculty**

Part-time faculty may be assigned up to 33 IUs in an academic year. No part-time faculty may be assigned more than 12 IUs in two terms in an academic year or 14 or more IUs in a single term.

B. For the purposes of determining workload for faculty members, instructional unit hours are defined as follows:

1) Lecture classes: 1 IU per contact hour

Traditional lecture/discussion class: Formal classroom presentations by an instructor using a variety of instructional methods that includes some student interaction.

2) Laboratory and Lecture/Lab classes: 0.75 IU per contact hour

Classes where students, working individually or in groups, practice, analyze, and demonstrate their knowledge of theories, techniques, and methods.

3) Application/Practice Classes:

a) Nursing clinical classes: 0.85 IU per contact hour.

Students apply and practice classroom concepts/skills in a clinical setting on patients where a high degree of faculty supervision is required.

b) Other Health Occupations classes: 0.65 IU per contact hour:

Students in these classes apply and practice classroom concepts/skills in a work setting with observation and evaluation by the instructor.

c) Physical Education classes: 0.65 IU per contact hour

Classes where students apply and practice physical skills in a group setting with observation and evaluation by the instructor. Students learn skills through instructor demonstration and assistance.

4) Activity /Other Instructional Classes: 0.50 IU per contact hour

Activity: Classes and instruction related endeavors typical of this category include music and voice lessons, independent study, reading-and-conference, and student government courses.

5) Adult Basic Skills: 0.75 IU per contact hour for Adult Basic Skills (ABE/GED/ESL courses).

To compute the value of Adult Basic Skills courses at BMCC the following formula will be utilized:

Length of Class in Contact Hours *# of Days per Week *# of instructional Weeks in the Quarter/Standard Term Length (11) * IU Value per Contact Hour = IU. Five minutes of instruction shall equal 1/10th of a contact hour. For example, an 11 week course meeting 3 times a week for 50 minutes each meeting is 1 contact hour * 3 day per week * 11 week / 11 * 0.75 = 2.25 IU.

6) Non-Credit community education classes are not governed by this Agreement.

7) CWE/SFE instruction: 0.25 IU per student

Educational experiences where students apply and practice classroom skills in a work setting. The instructor selects/approves the site, prepares objectives, and observes and evaluates students, but supervision is usually done by someone other than the instructor of record.

8) Writing Class Limits: All writing courses have a limit of 25 students per course. Each full-time faculty teaching writing courses shall have two of their courses per term limited to 20 students. Each part-time faculty member shall have one of their courses per term limited to 20 students. This course shall be chosen by mutual agreement with the Office of Instruction prior to the beginning of the term.

C. Non-Instructional Workload:

- 1) Other non-teaching IUs may be assigned by the VP of Instruction with the agreement of the faculty member. Any assignments that are funded through an external source may be paid at the rate of pay as described in part 5 of this section. Work on non-contracted days may be paid monthly within the payroll cycle in which the work has taken place. This assignment must be documented as a part of the workload and provided to the Faculty Association and the Human Resources Department. Any non-instructional work for which the rate of pay is not defined elsewhere in this agreement shall be paid at a rate of 1 IU for each 23 hours of work.

- 2) In order to effectively maintain standards IUthe Nursing Program Administrator shall receive 11.25 IUs per term. The Nursing Program Administrator shall fulfill all of the duties of Department Chair. Consideration shall be given to Oregon State Board of Nursing recommendations to increase the workload rate.

3) Department Chairs

No faculty member shall be required to serve as Department Chair. The members of each department shall select a member from their ranks. The Office of Instruction shall be notified of the selection for the next academic year by June 1. The VP of Instruction will have the final right to approve Department Chairs. Annual appointments function during the contract period from September 1 to June 30. Appointments are renewable if so desired by the department involved.

Although the VP of Instruction retains the final decision-making authority in all of the cited areas, the College recognizes the value of having Department Chairs involved in maintaining high standards of instruction, in scheduling classes, managing budgets, and assessments.

A list of job duties for Department Chairs will be developed by the Department Chairs in concert with the Office of Instruction and upon agreement with the BMFA negotiating team will become Addendum D.

Each department chair, with the exception of Nursing as the terms of their compensation is spelled out in Article 19.C.2, shall choose to receive 3 IUs of release time or the equivalent overload rate for each term of service. This choice shall be documented each term by memo from the Human Resources Department to the employee. Department chairs shall be paid throughout each term of work at regular payroll intervals.

There shall be 12 department chair positions:

- Agriculture
- Business Administration
- College Prep and Corrections
- Diesel Technology
- EMS / Fire Science
- Industrial Systems Technology / Data Center Technician
- Fine Arts and PE
- Mathematics and Computer Science
- Nursing
- Social Science and Education
- Science
- Writing and Literature

Members of a department may agree to split the department chair position. In this event

co-chairs shall receive equal shares of the compensation.

4) Curriculum and course development, and instructional design

At the request of the College, a faculty member and the College may enter into a written agreement outlining the details of curriculum or course development. Such an agreement needs to be entered into prior to the work being initiated.

Curriculum generally refers to a series of courses that help learners achieve specific academic or occupational goals. Curriculum development occurs when:

1. The courses in a program or degree are significantly changed due to administrative or a governing body decision.
2. A new program is proposed and curriculum for that certificate or degree needs to be developed.

Course development is an expected responsibility of the faculty. Compensation for course development will be awarded if the faculty member is creating a new course that is required for a program or degree, or by agreement with the Office of Instruction. Such development will be paid at the rate of 0.50 IU per course IU.

By agreement with the Office of Instruction development of Open Education Resources (OERs) will be paid at the rate of 0.50 IU per course IU.

5) Work on non-contracted days

The VP of Instruction may request that a full-time faculty member perform non-instructional work on non-contracted days. Agreement to perform this work is voluntary on the part of the faculty member. The Office of Instruction shall develop a form detailing the hours and type of work. The form shall be completed by the VP of Instruction and faculty member prior to commencing the work. A copy of each agreement will be forwarded to the Association.

The rate of pay for work that is done at the request of the College and paid from College funds shall use the daily proration rate as described in Article 16. D3. The rate of pay for work that is funded from a source outside the College, shall be paid at the rate indicated in the agreement between the outside agency and the College or at the hourly rate defined in subsection 1 above at the discretion of the VP of Instruction. Travel payments shall be included if part of the agreement between the outside agency and the College.

6) Faculty Advising

- a) During the regular contract year each full-time faculty member shall be assigned a maximum of 25 students.

Faculty that are new to advise shall complete advisor training and be approved by the Office of Instruction prior to advising students. Those new to advising shall be mentored in the advising process by volunteer faculty for up to one year.

A faculty member who chooses to advise in excess of 25 advisees shall receive 0.10 IUs per advisee per year.

Part-time faculty who advise will be paid 0.10 IUs for each advisee they advise.

An advisee is defined as a degree or certificate seeking student assigned to a faculty advisor. The student must take at least 6 credits two terms in an academic year.

7) Livestock Judging Advisor – Extra Duty

Livestock judging will be compensated as non-instructional workload as is stated in Article 19. C1 above. The non-instructional workload will be equivalent to the *status quo* practice in effect as of June 30, 2010.

No employee will be adversely affected financially by the movement of Livestock Judging Advisor to this Article in the 2010-2013 Agreement.

8) Early College Credit

All hours worked relating to Early College Credit shall be paid at the rate of .75 IU for each 11 hours of work, with any portion of 11 hours pro-rated. The number of hours per term shall be estimated and documented in advance and shall be mutually agreed upon by the faculty member and the Office of Instruction. The actual hours shall be submitted on or before the last day of the term except for Spring term when an estimate must be submitted by May 1 and then actuals submitted by the last day of the term. The Office of Instruction will send reminders one week before actuals are due.

Effective July 1, 2024, the rate shall be reduced to 0.75 IU per 11.33 hours.

Effective July 1, 2025, the rate shall be reduced to 0.75 IU per 11.87 hours.

Effective July 1, 2026, the rate shall be reduced to the hourly rate in subsection 1 above.

Prior to July 1, 2026, faculty technology work related to the Focal system shall be paid at the Early College Credit rate.

9) Faculty Peer Observations

Full-time faculty who serve as peer observers for part-time faculty shall be paid at the rate of 0.25 IUs per observation. Any travel required shall be paid at the College's mileage rate.

10) Phi Theta Kappa

The faculty advisor for Phi Theta Kappa shall be appointed by the Office of Instruction annually and paid at the rate of 1.0 IUs per term. The Office of Instruction shall establish and make available a list of the advisor's duties.

D. Overload

Payment for approved overloads will be made by the end of the academic year. Overload shall be at the part-time rate described in Article 16.B.

Any assignment that exceeds 45 IU s per year must have the written approval of the VP of Instruction and the affected faculty member before beginning the assignment. The determination of which courses are overloads shall be the course(s) with lowest enrollment each term. The option of overload courses up to five (5) IUs per term shall be offered to full-time faculty who are otherwise qualified to teach the class being offered or perform the functions before others are employed.

In the event that a full-time instructor should work less than a full year, e.g. sabbatical or FMLA, the determination of overload shall be based upon a pro-rated full load. For instance, an instructor who teaches 35 IU during Fall and Winter term then takes a sabbatical in Spring term shall have overload calculated as follows: $\frac{2}{3} \times 44 \text{ IU} = 29.33 \text{ IU}$ (which is load) so overload is $35 - 29.33 = 5.67$ overload hours.

For the purposes of determining overload for Full-time faculty, all non-instructional IUs identified in Part C of this section shall be considered first, and Instructional IUs shall be added subsequently based on the class with highest enrollments to the class with the lowest. For the purpose of determining proration only, a class shall be considered overload if it is entirely above 15 IUs for the term and 44 IUs for the academic year.

E. Summer workload

1) Summer courses

For summer term, full-time probationary instructors teaching summer courses shall be paid at the part-time base rate and full-time regular status instructors shall be paid at the part-time step schedule in Article 16.B. The option of summer employment shall be offered to full-time members of the unit, who are otherwise qualified to teach the class being offered or perform the function before others are employed.

2) Non instructional workload

Upon request of the VP of Instruction, a full-time faculty member may agree to perform non-instructional work on non-contracted summer days. The rate of pay shall be the hourly rate defined in subsection C.1 above. Work shall be paid in the next regular

payroll cycle following verification of satisfactory completion of the work by the VP of Instruction. Documentation detailing the scope of work and contractual arrangement shall be completed by the faculty member and the VP of Instruction prior to commencing the work. A copy of each agreement shall be forwarded to the Association.

Any “flex contract days” that have been mutually agreed upon by the VP of Instruction and an individual faculty member and are scheduled in the summer shall not be part of summer workload. For purposes of this section, a “flex contract day” is defined as a non-instructional regular contract day which has not formally been accounted for in the academic calendar.

F. Evening/weekend classes

Any class that starts on or after 5 pm Monday through Thursday is an evening class. Any class that starts on or after 5 pm Friday or is in session any time Saturday or Sunday is a weekend class.

Instructors shall be assigned evening/weekend classes within the following limits (except by agreement with the instructor):

- 1) An instructor assigned a weekend course shall have two other consecutive days off.
- 2) No full-time instructor shall be required to teach more than 2 evenings a week.
- 3) No instructor may be assigned a teaching schedule spanning more than 10 hours in a single day. The total of daily time span shall not exceed 40 hours per five-day week.
- 4) There shall be at least 14 hours between the end of one day and the beginning of the second day.

G. Instruction of College Level Courses at District High Schools.

BMCC courses scheduled to be located on a high school campus during high school hours and therefore targeting a primarily high school student population may only be assigned by mutual agreement of the assigned instructor and the College. Likewise, any special conditions surrounding the course due to its location must be by mutual agreement of the instructor and the College.

- H. Full-time faculty shall have the right to teach courses in addition to their assigned workload up to 5 IUs of overload per term. This right shall extend to any course which the instructor is qualified to teach.
- I. Travel between the centers shall be reimbursed at the standard college rate.
- J. No faculty member shall be assigned more than four (4) different lecture courses per term without his/her approval.
- K. Any changes to workload shall be implemented upon execution of the agreement unless

specifically detailed elsewhere in this agreement.

ARTICLE 20 - EMERGENCY, PERSONAL, AND BEREAVEMENT LEAVE

- A. Full-time faculty shall receive three (3) days of paid leave for use in an emergency, or for personal commitments not of an emergency nature. Full-time Corrections faculty who teach four (4) terms in the year shall receive a fourth (4th) day of paid leave. Such leaves may be taken for personal, bereavement, or family reasons and shall not be used for Association business. If the leave is personal, the faculty member must request such leaves 3 days in advance by filing a request through the current payroll administration system. Use of personal leave on in-service days is discouraged. Such leaves shall not accumulate from year to year and shall be taken in not less than one-half (1/2) day increments.
- B. An employee may be allowed up to one-half (1/2) day off with pay to attend a funeral. The faculty member should make arrangements with the VP of Instruction. If time off exceeds one-half (1/2) day, the request should be filed in the current payroll administration system. In the event of a death in the immediate family or a close personal friend, an employee will be allowed five (5) days of absence with pay, but any such days of absence in excess of three (3) days shall be charged against and deducted from any unused emergency/personal leave days. Immediate family is defined as father, mother, sister, brother, spouse, domestic partner (as defined by insurance carrier), children, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, step-children, grandparents, grandchildren, and any other person who resides with or derives his/her support from the employee, or his/her spouse, regardless of the relationship).
- C. If a faculty member has used his/her personal/emergency leave days to extend his/her bereavement leave, then additional emergency leave days may be granted at the discretion of the College President. Any such request to the President should be in writing, and the decision of the President will be final.
- D. Part-time professional faculty shall receive one (1) paid day of leave during each term they are employed on a part-time basis. With the exception of corrections faculty, full-time faculty who teach a part-time schedule during summer term shall receive one (1) paid day of leave. Leaves under this section may be taken for personal, emergency, or bereavement leaves. This leave will not accrue from term to term.
- E. For the purposes of this Article, one-half (1/2) day shall be 4 hours.

ARTICLE 21 - LEGAL LEAVE

An employee shall be granted leave with pay for service upon a jury, and in those instances where such employee is subpoenaed to appear as a witness in an instance where he/she is not a party in the litigation.

The employee's pay from the College shall be reduced by the amount the employee received for jury services or as a witness, excluding compensation for travel or expenses.

If the employee appears in court in his/her own behalf, he/she will receive no pay from the College.

During the period of time an employee is on jury duty or has been called as a witness (in a case in which he/she is not a party), he/she will be responsible for reporting for duty at the College on those days when he/she is not required to report for jury duty, or as a witness, if it is reasonably possible to do so.

ARTICLE 22 - WORKSHOPS AND CONVENTIONS

Leaves of absence to attend workshops, conventions, or professional meetings related to an employee's work may be granted upon request to the immediate supervisor.

ARTICLE 23 - SICK LEAVE

A. Faculty members absent from duty because of illness or disability shall be compensated during absence in accordance with the following provisions:

- 1) Full-time faculty shall accrue eight (8) hours sick leave for each month worked, not to exceed ninety-six (96) sick leave hours accrued per year. Part-time faculty shall accrue one (1) hour sick leave for every 30 hours worked or PERS hours value as calculated on the Notice of Assignment, not to exceed forty (40) sick leave hours accrued per year (per Admin. Procedure 03-2015-0001). Full-time and part-time faculty can utilize sick leave on an hourly basis.
- 2) When an employee will be absent from work, he/she shall give notice to the supervisor or other person designated by the College to receive such notice. If the absence is for consecutive days, the supervisor must be notified of the probable return.
- 3) An employee returning from sick leave must submit the sick leave request through the current payroll administration system.
- 4) An employee returning from any illness may be required to furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees, whenever a threat to health is suspected.
- 5) The use of sick leave shall be limited to the illness or injury of the employee, other uses specifically authorized by this collective Bargaining Agreement, and other use as provided by law.
- 6) Each employee may use up to sixty (60) accumulated days' paid sick leave per twelve (12) month period for either the qualifying FMLA or OFLA illness or injury of a member of

the employee's immediate family, childbirth or adoption by the employee as defined by FMLA or OFLA. Immediate family is defined as father, mother, sister, brother, spouse, domestic partner (as defined by insurance carrier), children, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, step-children, grandparents, grandchildren, and any other person who resides with or derives his/her support from the employee, or his/her spouse, regardless of the relationship. A medical statement may be required by the supervisor.

- 7) Sick leave may be used as herein provided for the direct care provided by a bargaining unit member to dependent members of his/her immediate family that cannot otherwise be cared for by other members of the family.
 - 8) Paid leave shall not be counted against the amount of OFLA/FMLA leave unless specifically requested by the employee. In the absence of such a request, unpaid OFLA/FMLA leave shall begin after all approved paid leave has been exhausted.
 - 9) An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the College shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.
- B. No maximum shall be placed on sick leave accumulation.
- C. A sick leave donation program has been established by agreement between the College and the Faculty Association. The procedures established for sick leave donation and for receiving donations are found in Addendum B. These procedures shall be maintained during this contract.

ARTICLE 24 -MEDICAL COVERAGE FOR RETIREES

A. Eligibility

Full-time faculty members who have served the College for a minimum of twenty (20) years of continuous employment including approved leaves of absence and are eligible to participate in the Oregon Public Employees Retirement System shall have the right to medical coverage until eligible for Medicare.

B. Benefit

Employees who retire within the duration of this agreement shall be eligible for the following:

The College will pay the employee's and employee's spouse's monthly premiums for OEBC medical, dental and vision care plans selected by the retiree from the plans chosen by faculty each year for a maximum of 120 months until the employee qualifies for Medicare coverage or

obtains other comparable coverage, whichever comes first.

The premiums paid by the College shall not exceed five hundred dollars (\$500) per month for retirees. The employee shall pay the difference should the actual cost of the coverage exceed the premium amount paid by the College. To maintain eligibility for this program, the retiree's portion of the premium must be received by the College Human Resources Office by the twenty fifth of each month preceding requested coverage.

C. Selection Notice

An employee choosing this benefit must give written notice to the Administrator for Human Resources, no later than ninety (90) days prior to the employee's retirement date. The retirement date shall be July 1, unless a different date is approved by the College President.

D. Spousal Benefit

In order to obtain the spousal benefit the employee must be retired by July 1, 2013.

If the retiree reaches Medicare eligibility before 120 monthly payments have been made, the spouse will be eligible to receive one-party medical and dental insurance until he/she qualifies for Medicare coverage, or the maximum of 120 payments have been made, whichever comes first. In the event of the death of the retiree, coverage for the surviving spouse shall continue until the spouse has received 120 payments, reaches the age for Medicare eligibility, or obtains other insurance, whichever comes first.

At his/her expense, the retiree may purchase medical, dental and vision coverage for dependents.

E. Miscellaneous

Benefits once agreed upon between the retiree and the College shall continue in full effect during the duration of an employee's retirement, and cannot be reduced or withdrawn by the College.

ARTICLE 25 - INJURY ON DUTY

Absence resulting from illness or accident compensated by the State Accident Insurance Fund may be chargeable as sick leave at the option of the employee. SAIF pays 66 2/3% of the employee's daily rate. The remaining 33 1/3% can be charged against sick leave.

ARTICLE 26 - ABNORMAL SITUATIONS

- A. If an employee is absent because he/she cannot report to work because of flood, storm, or other Acts of Nature, he/she will be paid, if in the judgment of the administration, he/she has made

every reasonable effort to anticipate such emergency and to make the necessary arrangements to be available for work.

- B. If the campus is closed or the opening delayed, the President shall determine when and if the College employees shall report for work, and notify all members by public media (radio).

In the event of a delayed opening, faculty will report to work in accordance with the President's directions through the public media. In cases where the employee considers travel to be unsafe or impossible, he/she shall contact the appropriate VP of Instruction and make arrangements to handle the absence in one (1) of the following ways:

- 1) Emergency or personal leave
- 2) Arrange make-up hours on campus
- 3) Chargeable to leave without pay
- 4) Nonchargeable according to Section A above.

ARTICLE 27 - SABBATICAL LEAVE

Sabbatical leave has been developed to broaden the educational background of the staff member and above all, increase his/her usefulness to the College. All sabbatical leave contracts are subject to the provisions of this plan.

A. Requirement for Sabbatical

- 1) Any applicant for a sabbatical leave must be a full-time staff member on a contractual basis for not less than six (6) consecutive years preceding the beginning date of the sabbatical and meet the certification requirements of the College at the time the application is submitted. Six (6) years of consecutive employment at the College entitles the applicant to apply for one (1) term of sabbatical leave.

A sabbatical leave of one (1) term granted under this Section shall be a bar to any further leave until after the completion of at least six (6) years of additional continuous service as a full-time staff member.

B. Conditions of Sabbatical

Leave is not granted as a reward for work already performed, but rather as a means of preparing for improved service in the future.

- 1) The following priorities, in order of rank, will be considered in the selection of a sabbatical leave candidate.
 - a) Admission to a recognized college, university, technical school, or on-the-job training.
 - b) Personal study, research, writing.

- c) Travel to better the applicant in his/her own instructional field.
Travel will be approved only if the proposed plan submitted includes a plan of study in connection with the travel, including a detailed itinerary and a program with a statement of objectives of the plan. Special consideration will be given to those applicants who have a continued record of self-improvement undertaken at their own initiative and expense.
 - d) Other considerations that appear to the committee to be relevant.
- 2) The request for sabbatical leave must identify how the leave activities conform to the individual's staff development plan.
 - 3) A faculty member on sabbatical leave on a three term contract shall receive 75% of 1/3 of his/her current year regular salary and those on a four term contract shall receive seventy-five (75%) of one-quarter (1/4) of his/her regular year salary, exclusive of any extra-duty pay.

All fringe benefits will continue during the period of sabbatical except that sick leave shall not accrue to the employee's accumulated total.
 - 4) Faculty members on sabbatical leave are not denied the right to receive additional compensation for services performed. However, additional services performed for compensation must be approved in advance by the Sabbatical Leave Review Committee. Upon committee approval, the faculty member is entitled to earn additional compensation to recover the twenty-five percent (25%) of salary lost through Section B 3 of this Article. Compensation earned that exceeds the replacement of lost salary will result in a reduction in his/her sabbatical salary equal to fifty percent (50%) of the compensation received above the base salary level.
 - 5) The period of the sabbatical leave shall conform to the academic calendar of Blue Mountain Community College, and not the academic calendar of the institution where advanced study is being undertaken.
 - 6) A leave of absence would not count against the consecutive years required for a sabbatical, but at the same time, it would not count toward a sabbatical leave.
 - 7) Exchange teaching with the approval of the administration shall count toward the sabbatical.
 - 8) If the sabbatical is not taken when planned, there may be a forfeiture of part or all of the leave at the discretion of the Sabbatical Leave Committee.
 - 9) The recipient must receive approval of the Sabbatical Leave Committee for changes in the sabbatical plan initiated after the sabbatical is approved.

- 10) Upon return from his/her sabbatical, the applicant will submit a written report to the Faculty Association President of his/her sabbatical experience.
- 11) Upon the completion of the sabbatical, the instructor is required to return to Blue Mountain Community College for a period of time equal to the sabbatical leave.
- 12) Provisions shall be made so that the faculty member may repay the sabbatical salary in lieu of his/her return to Blue Mountain Community College.
- 13) The applicant must agree to accept the conditions listed in the sabbatical leave contract.

C. Application Procedures

- 1) A letter of intent that an application for sabbatical leave will be made should be submitted to the President prior to October 15 of the year in which the application is to be submitted.
- 2) The formal sabbatical leave application and detailed plans for the leave must be submitted to the President by November 1 of the year preceding the year in which the leave is to begin.
- 3) Copies of the letter of intent and the sabbatical leave application are to be submitted to the head of the department, the VP of Instruction or his/her designee and the President of the Faculty Association.

D. Review Process

- 1) A committee appointed following the receipt of letters of intent shall evaluate the applications and submit to each applicant in writing a statement of its action and an appraisal of the plan.

The committee shall consist of the President of the College, two (2) Instructional Administrators, three (3) department chairpersons, and three (3) other faculty members. The President of the Faculty Association shall appoint the three (3) department chairpersons, and the three (3) other faculty members. Each applicant must approve the three (3) faculty members before their appointment is considered final.

- 2) The committee will present a written summary of all applications along with its recommendation to the Board of Education at the regular January meeting of such Board. The Board will make the final decision on all aspects of the application and the Board's decision will be final.
- 3) The board decision will be made at the regular February Board meeting, and the decision will be presented to the applicant.

ARTICLE 28 - UNPAID LEAVE OF ABSENCE

A. General Leave

An employee may be granted a leave of absence without pay for up to two (2) years, if the operation of the College will not be adversely affected by his/her absence. Requests for such leave shall be submitted in writing and must include a detailed explanation of the reason for the requested leave of absence. Requests shall be submitted to the College in sufficient time to allow reasonable time for review. A response to such a request will be given in time to allow the employee adequate notice of its disposition prior to the period for which the leave is being requested. The response to such requests will be clearly specified in writing and delivered within forty-five (45) days after the receipt of the request for unpaid leave.

Leaves of absence of less than two (2) weeks can be approved by the President, or his/her designee or replacement, if he/she should be absent from the College. Leaves of absence of more than two (2) weeks shall be submitted to the College Board for its approval or disapproval.

B. Political Leave

- 1) An employee who is elected or appointed to a public office which requires his/her absence from duty with the College for an extended period of time may be granted a political leave of absence for the duration of such public service.
- 2) Upon his/her return, he/she will be placed at no less than the same position on the salary schedule as he/she was at the time the leave was granted.

C. Parental Leave

Parental leave shall be administered according to state statute under the Oregon Family Leave Act and the Federal Family Medical Leave Act.

- D. Upon return from unpaid leave of absence, any unused sick leave time earned by the employee before commencing leave shall be restored, and the faculty member will be placed at a salary level and step on the salary schedule not less than that which he/she held immediately prior to commencing leave.

Reasonable efforts shall be made by the College to continue all group insurance benefits for the benefit of the employee during such leave, if desired by the employee, and if approved by the insurance carrier. The cost of such insurance, during the period of such leave, if desired, shall be paid by the employee. During such leaves, the employee shall not accrue any benefits.

ARTICLE 29 - EMPLOYMENT STATUS

A. Full-time Probationary Status

- 1) Each new full-time employee will be required to serve a probationary period of up to four (4) years.
- 2) A probationary employee will be employed under a one-year contract, which may be non-renewed for any cause deemed in good faith sufficient by the Board; providing, that the employee is notified of such nonrenewal by April 1 of the contract year. Notification shall be by certified mail and shall contain the reasons of nonrenewal.
- 3) A non-renewed probationary employee shall have the right to an informal hearing before the Board to discuss the reasons for the nonrenewal. A nonrenewal decision is not subject to the grievance procedure except as contained within this Section. However, alleged procedural violations regarding notification and timelines of a nonrenewal decision shall be subject to the grievance procedure described in Article 30.
- 4) Probationary employees, whose contracts are renewed, must notify the College not later than May 1, of the contract year, of their intent to accept or reject the contract renewal.
- 5) Non-renewal shall not be used for retrenchment purposes.

B. Full-time Regular Status

- 1) A full-time employee whose contract is renewed for a fifth (5th) year shall attain status as a regular employee.
- 2) There shall be no nonrenewal for a regular employee.

C. Part-time Professional Faculty

Part-time professional faculty at step 2 or higher as described in Article 16.B. shall be given first refusal for one course each term in the year when the individual has met the following conditions:

- The course must be in the discipline which they have taught successfully in the past.
- The course has not been assigned to full-time faculty.
- The individual has worked 22 IUs or more per year in each of the prior two years.

The right to one course per term extends only to preference over those part-time faculty at a lower step.

If course offerings in any term are limited so that not all part-time faculty at the same step are able to teach one class, the VP of Instruction shall determine which part-time faculty at the same step will be assigned each course. This section shall not be interpreted in a manner that interferes with College management rights as described in Article 2 in determination of course

offerings in any term.

Except for the above provision, part-time professional faculty members are subject to notice of assignment on a term-by-term basis, with no expectation of continued employment beyond the duration of the notice of assignment in an academic term. Part-time faculty cannot attain regular status.

D. Discipline/Termination

No employee shall be terminated, disciplined, reprimanded, or reduced in rank or compensation without just cause. A nonrenewal of a probationary employee is not a termination. Just cause in this agreement shall be as defined in Addendum A.

Part-time faculty shall have just cause rights during any academic term in which they are employed.

E. Retrenchment

Members may be laid off, by determination of the Board, when their positions are eliminated or reduced in number or when such members are displaced, as the result of:

- Reduction in staff resulting from the College's inability to provide sufficient funds to continue a particular educational program or course at its anticipated level;
- Declining enrollment generally or in a particular program or course;
- Elimination of classes due to decreased student interest or enrollment;
- Reductions in programs or courses, due to administrative decision or administrative or faculty reorganization;
- Discontinuance of a particular type of instructional service;
- Displacement by reason of the return to employment of a member, having a superior or senior right to such position, from a leave of absence authorized under this contract.

- 1) Prior to Board action, the College shall notify the Association leadership of any anticipated need for retrenchment and the anticipated extent of the need. During the ten (10) business days following notification, the College shall receive and consider such comments and recommendations regarding the proposed retrenchment as the Association chooses to submit. The College will then prepare a retrenchment plan for reduction and/or reallocation of bargaining unit positions, to be implemented according to the terms of this Section.
- 2) After completing step 1 above, and after the College has determined that retrenchment is

necessary, but prior to its implementation, the College shall schedule a meeting with the Association to discuss alternative actions. If the College still determines retrenchment is necessary, the College shall schedule a meeting with the Association to discuss implementation procedures.

- 3) If retrenchment becomes necessary, the following order shall be utilized within academic discipline (as defined in Addendum C) in which retrenchment is to occur:
 - a) Part-time employees
 - b) Temporary employees (employed for a fixed and ascertained period of time with no expectations of reappointment. Said period of time will not exceed one (1) year in duration.)
 - c) Probationary employees
 - d) Regular Status employees
Merit, as a primary factor, and seniority will be considered in determining which member is to be laid off or displaced initially, or as a result of a transfer of a member to an already occupied position.
- 4) The College will make every reasonable effort to place affected faculty member(s) in a suitable position for which he/she is qualified. If the faculty member is qualified for the new position, his/her probationary or regular status will be maintained. However, if there is adequate cause to doubt a regular faculty member's qualifications for the new position, he/she will be placed on a probationary contract and after a year of satisfactory service shall be granted regular status.
- 5) The retrenchment process shall not be used to replace the equivalent of a full-time position with two or more part-time positions.
- 6) Personnel to be retrenched as a result of organizational or technological changes shall be given notice one-hundred twenty (120) calendar days prior to the time the retrenchment is to occur.
- 7) Personnel to be retrenched as a result of declining enrollment shall not be retrenched until the end of the term in which the declining enrollment occurs. In any event, the retrenched employee shall be given no less than forty-five (45) days' prior notice.
- 8) Personnel to be retrenched as a result of loss of financial resources shall be given one-hundred twenty (120) calendar days prior to the time the retrenchment is to occur if such decision is made prior to May 6; ninety (90) calendar days' notice if such decision is made prior to June 17; and sixty (60) calendar days' notice if such decision is made after June 17.

- 9) Members affected by retrenchment shall have recall rights for twenty-seven (27) months and shall be recalled in inverse order of being laid off, provided they are qualified to perform the assignment to which they are being recalled.
- 10) A member laid off under a retrenchment shall have recourse to the grievance procedures established under this Agreement.

ARTICLE 30 - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.
- B. A grievance is a claim by a member or members of the Association based on an alleged misinterpretation or violation of specific provisions of this Agreement. Grievances filed on behalf of an individual shall include the name of the employee. The individual grievant shall participate in the grievance process, and may be represented by the Association. Grievances filed on behalf of a group or the Association must include a named individual grievant. This individual shall participate in the grievance process as a representative of the group and may be represented by the Association.
- C. Employee grievances will be processed in the following manner and within the stated time limits.

Step 1. The grievant shall promptly attempt to resolve the grievance informally between the employee and his/her supervisor as designated by the College. If the grievance is not resolved informally, it shall be reduced to writing by the employee, who shall submit it to the VP of Instruction. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. If an employee does not submit his/her grievance to the VP of Instruction in writing in accordance with Step 1 within twenty (20) working days after the facts upon which the grievance is based first occurred or first could reasonably have become known to the employee, the grievance shall be deemed waived. The grievant may be accompanied by one other person when presenting the written grievance. The VP of Instruction or his/her representative shall thoroughly review the grievance, arrange for necessary discussion, and give a written answer to the employee no later than ten (10) working days after receipt of the written grievance.

Step 2. If the grievance is not settled in Step 1, and the employee wishes to appeal the grievance to Step 2, the employee shall file the grievance in writing with the President of the College within ten (10) working days after receipt of the VP of Instruction's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is

based, the issues involved, the agreement provisions involved, and the relief sought. The President or his/her representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the employee no later than ten (10) working days after receipt of the written grievance.

Step 3. Grievances not settled in Step 2 of the grievance procedure may be appealed to arbitration, provided written notice of a request for arbitration is made to the President within ten (10) working days of receipt of the President's answer in Step 2.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) calendar days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators who reside in the State of Oregon. As soon as the list has been received, the parties or their designated representatives shall determine by a lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth (5th) and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, not to add to, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. A decision of the arbitrator shall, within the scope of his/her authority, be binding.

- D. All documents, records, and communications concerning the grievance shall be made part of the College's public records with a copy available to the grievant.
- E. The Board and the Association will maintain and carry their own cost obligations of the grievance procedure, such as the fee and expense of legal counsel and the cost of the hearing room. The cost of the arbitrator in binding arbitration shall be borne equally by the Board and the Association.
- F. The grievance procedure will not be used when the grievant has resorted to the judicial process.
- G. No reprisals shall be taken against a grievant or any other participant in the grievance procedure by reason of such participation.

ARTICLE 31 - WORK STOPPAGES

- A. The Association, and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization, when called upon to cross such picket line in the line of duty. Disciplinary action,

including discharge, may be taken by the College against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the College and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the College.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restrictions of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

B. There will be no lockout of employees during the term of this agreement.

ARTICLE 32 – SEPARABILITY

In the event any words or sections of the collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the employer or the employees to perform to the terms of the agreement, such finding as to such provision shall not affect the remainder of this agreement, and all unaffected terms and provisions shall continue in full force and effect as set forth herein. Upon request by either party the invalid words or sections of the collective bargaining agreement shall be reopened for negotiation.

ARTICLE 33 - SCOPE OF AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes prior practices, whether oral or written and expresses all obligations of and restrictions imposed upon the College and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the College and the Association. The waiver of any breach term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 34 - PAST PRACTICES

This agreement shall supersede any rules, regulations, policies, or practices of the College which are contrary to or inconsistent with its terms.

ARTICLE 35 - DURATION

A. This agreement shall be binding upon the parties as of its execution date, but the terms set forth

herein shall not cancel or alter the existing Agreement between the parties, which shall remain in effect until June 30, 2027. This Agreement shall be effective on July 1, 2024, and shall remain in full force and effect until June 30, 2027, and shall be automatically renewed from year to year therefore unless either party shall notify the other in writing prior to April 1, 2027, that it desires to modify this agreement. Such notification shall include the substance of the modification sought. In the event such “notification” is given, negotiations shall begin not later than April 13, 2027.

- B. In the event either party reopens the contract in a timely manner, as provided above, this Agreement shall continue in full force and effect during the period of negotiations.

FOR THE ASSOCIATION

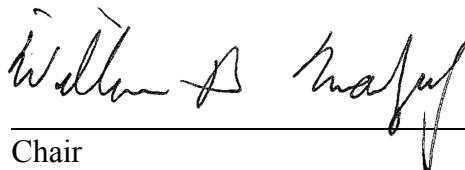


President
Blue Mountain Faculty Association



Representative-Negotiations Team
Blue Mountain Faculty Association

FOR THE COLLEGE



Chair
Blue Mountain Community College
Board of Education



President
Blue Mountain Community College

ADDENDUM A - JUST CAUSE CRITERIA
TO BE USED IN ALL DISCIPLINE CASES

The term “just cause” as stated in Article 31, section C is defined using the following seven questions:

1. Did the BMCC administration give the faculty member forewarning or foreknowledge of the possible or probable disciplinary consequences of the faculty member’s conduct?
2. Was BMCC’s administrative rule or managerial order reasonably related to the orderly, efficient, and safe operation of its educational business and the performance that BMCC might properly expect of the faculty member?
3. Did BMCC administration, before administering the discipline to the faculty member, make an effort to discover whether the faculty member did in fact violate or disobey a rule or order of BMCC administration?
4. Was the investigation by BMCC administration conducted fairly and objectively?
5. At the investigation, did the investigator obtain substantial evidence of proof that the faculty member was guilty as charged?
6. Has BMCC administration applied its rules, orders and penalties even-handedly and without discrimination to all faculty members?
7. Was the degree of discipline administered by BMCC administration in a particular case reasonably related to the seriousness of the faculty member’s proven offense and the record of the faculty member in service to BMCC?

ADDENDUM B - SICK LEAVE DONATION

The purpose of sick leave donation is to provide additional, temporary financial security for faculty members within the bargaining unit who personally or within their family experience a serious illness or accident, as identified in the FMLA/OFLA Acts that causes his/her to exhaust all paid sick leave.

- A. **Eligibility.** All regular and probationary faculty members who have been employed a minimum of one academic year are eligible to be donees or donors of sick leave. Donors must have a balance of at least 40 hours of sick pay remaining for their own use after time has been donated. Donees must have exhausted all paid sick leave in order to be eligible to receive donated sick leave. Requests may be made not only for an absence due to a faculty member's own illness or injury, but for the care of his/her spouse or other family members, as identified in the FMLA/OFLA Acts, for which the employee is providing care and support due to their illness or injury.
- B. **Donations.** Responsibility for requesting sick leave rests solely with the affected employee and there is no responsibility on either the College's or the Association's behalf to seek out possible beneficiaries or donees, other than making the public announcement that donations are being sought, by whom and for what reason. Donations will be made on a voluntary, case-by-case basis and will be made for not less than 4 hours. Donated leave will be paid at the recipient's current rate of pay, not the donated rate. Individuals receiving donated sick leave may receive no more than sixty (60) eight (8) hour days in an academic year.
- C. **Appropriate Use of Donated Leave.** The donee may only use donated sick leave for compensation during the absence for serious illness or accident after all available paid leaves are exhausted. However, if donated leave is used to extend an employee's pay beyond ½ of the month, the employee will accrue sick leave as usual. If any donated leave is remaining after the donee returns to work, the extra hours will be returned to the donor(s).
- D. **Acknowledgment.** The College and the Association agree that the decision to donate or not to donate unused sick leave is a decision made by the individual faculty member. An unfulfilled request will have no reflection on either the College or OEA and both shall be held harmless if a request goes unfulfilled. This program is voluntary and is not grievable.
- E. **Procedure to Apply.** To apply for sick leave donation you will need to do the following:
 - 1) Pick up an Application for Request for Sick Leave Donation from the Payroll Department.
 - 2) Complete the application and return to the Payroll Department for verification of exhausted paid sick leave.

After your request for Sick Leave Donation has been researched by the Payroll Department one the following actions will occur:

- 1) You will be notified in writing within fifteen (15) days of receipt of your application of

your eligibility for sick leave donation and then your approved request will be sent to the Faculty Association President; or

- 2) You will be notified, in writing, that you have not, or will not, have exhausted all paid sick leave and thus you are ineligible to receive such donation.

Note. The Association will only be notified in the event you are determined to be eligible for such donation. This is to protect the privacy of the employee making the request.

If the employee's request has been verified as eligible for such donation, the Faculty Association President will notify all faculty members within the bargaining unit of the employee's request for donations. This notification will include only the employee's name and reason for request. Reason being requested will only be stated as either "accident", "serious illness" or "care of family member". No other details regarding an employee's request will be made available to the membership. This is to provide privacy to those requesting donations.

F. **Procedure to Donate Hours.** To donate unused sick leave you must do the following:

- 1) Pick up an Application to Donate Unused Sick Leave from the Payroll Department.
- 2) Complete the application and return to Payroll Department.

After the Payroll Department has researched your application to donate unused sick leave one of the following actions will occur:

- You will be notified in writing within fifteen (15) days of receipt of your application, your eligibility to donate unused sick leave. This notification will include the number of hours to be deducted, based upon hours indicated on application, and the balance of sick leave you have available after donation is made; or
- You will be notified, in writing, that you are ineligible to make such donation with an explanation of the reason for ineligibility.

Donations will remain confidential and will only be known by the employee donating the leave and the Payroll Department.

ADDENDUM C - LISTING OF DISCIPLINES

Any changes to this list shall be through a memorandum of agreement between the Association and the College. A listing of the hire dates for each employee is kept as part of each individual's personnel records in the Human Resources Department.

Department	Disciplines	Faculty Member Currently in Position
Agriculture	Animal Science Animal Science Precision Ag Crop Science / General Ag	Nick Nelson Matt Liscom Drew Leggett Leah Smith
Business Administration	Business Administration Business Administration	Velda Arnaud Melinda Platt
College Prep	College Prep/ABS College Prep/ABS	Shannon Maude Carol Johnson
Diesel Technology	Diesel Tech Diesel Tech	Carl Daggett Jeremy Pike
ECE / Education	ECE / Education	<i>Vacant</i>
EMS/EMT/Fire Science	EMS/EMT	Chris Wrathall
English	English English English	Ki Russell Allison Lakomski Shaindel Beers
Humanities/Fine Arts	Art / Feves Gallery Director Communications	Nika Blasser Cheri Kendrick
Industrial Systems Technology	Industrial Systems Technology	<i>Vacant</i>
Math/Computer Science	Math / Computer Science Math / Computer Science Math / Computer Science Math / Computer Science Math / Computer Science	Stan Beach Gary Parker Christopher Nagel Peter Hernberg Greg Schulberg
Nursing	Nursing Nursing Nursing Nursing	Laurie Post Liz Holcomb Jessica Humphreys Desiree Duncan
PE/Health	PE/Health/Nutrition	Wells Jones
Social Science	Anthropology /Geography Psychology	Linc DeBunce Sara Reyburn
Science	Anatomy & Physiology/ General Science Biology/General Science Biology/General Science General Science	Kristen Oja Sascha McKeon Michelle Miller <i>Vacant</i>

ADDENDUM D – DEPARTMENT CHAIR DESCRIPTION AND EXPECTATIONS

Department chairs play a crucial role by working directly with their department on key administrative matters, by being an information and communication conduit to department members, and by representing their department's interests to administration. Because Department Chairs are also faculty members and are protected as part of the faculty bargaining unit, labor law dictates that Department Chairs cannot act in any supervisory capacity.

Leadership

1. Where possible, attend all Department Chair meetings
2. Represent the department before internal and external stakeholders
3. Schedule and preside over monthly meetings with department
 - a. Distribute pertinent operational materials to department members
 - b. Report information from Dept. Chairs meeting
 - b. Discuss departmental issues
 - c. Collect information for report to Dept. Chairs
4. For CTE programs, act as intermediary to advisory committee and convene/preside over meetings.
5. Coordinate communication with part-time faculty
 - a. Departmental news
 - i. Events
 - ii. State requirement changes
 - iii. Institutional changes
 - b. Curriculum Oversight
 - i. Relate curricular changes
 - ii. Monitor syllabi
6. Serve on or appoint departmental faculty to the Curriculum Committee
7. Coordinate events that enhance relationships within and between departments

Personnel

1. Coordinate review of part-time instructor applications for department and recommend approval/denial
2. Coordinate with the Office of Instruction for full-time instructor hiring processes
3. Coordinate peer observation of departmental adjuncts

Budget

1. Monitor Expenditures
2. Compile departmental budget requests for submission to Office of Instruction

Scheduling

1. Coordinate departmental course scheduling, maintain a two-year course schedule plan, and attend interdepartmental scheduling conflict resolution meetings
2. Work with department to recommend schedule, including use of personnel
3. Monitor department-related course flyer and catalog creation
4. Monitor enrollments and recommend appropriate course offering adjustments

Curriculum

1. Coordinate proposed curriculum changes
2. Develop and recommend departmental articulation agreements
3. Recommend curriculum deviations from department