



MT. HOOD
COMMUNITY COLLEGE

COLLECTIVE BARGAINING AGREEMENT

Mt. Hood Community College

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**The Mt. Hood Community College
Part-Time Faculty and
Tutor Association**

July 1, 2021 – June 30, 2027

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PREAMBLE

This Agreement is made by and between the Board of Education of Mt. Hood Community College District, 26000 SE Stark Street, Gresham, Oregon, herein referred to as the "Board" or the "District," and the Mt. Hood Community College Part-Time Faculty and Tutor Association, herein referred to as the "Association."

The intent of this Agreement is to set forth and record herein the full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for employees included in the bargaining unit.

ARTICLE 1: RECOGNITION

A. Board Authority

The Association recognizes the Board as the statutory governing authority for Mt. Hood Community College.

B. Exclusive Representative

The Board recognizes the Association as the sole, exclusive bargaining agent as defined in the certification document on file with the Employment Relations Board of the State of Oregon, dated December 2, 1982, case C-238-81, with respect to wages, hours, benefits and conditions of employment for all part-time instructors and tutors employed by the College in lower division collegiate, vocational supplementary or preparatory, self-improvement or adult enrichment classes, excluding non-instructional tutors, tutors and instructors in adult enrichment courses numbered 1-4, adult high school completion, non-reimbursable, apprenticeship and separate contract classes, student aides and College work study employees.

C. Definitions

1. The term "employee" means all members of the bargaining unit as outlined in Section B.
2. The term "faculty" or "instructor" means all members of the bargaining unit except tutors.
 - a. The term "hourly instructor" means an instructor hired and paid on an hourly basis.
 - b. The term "ILC/FTE instructor" means an instructor hired and paid on an instructional load credit "ILC/FTE" basis.
3. The term "tutor" means all members of the bargaining unit except instructors.
4. The term "part-time" as used in Section B above means those having up to and including a 50 percent workload; that is, up to and including 22.5 ILCs over any two or three terms of a fiscal year or up to and including 30 ILCs over four terms of a fiscal year. A workload exceeding 10 ILCs in any single term may be taught with mutual agreement of the instructor and the division dean as long as the average ILC load of all terms worked in any fiscal year does not exceed 10 ILCs. This definition is not to be construed to guarantee or give right to an employee to any specific percentage level of employment in the bargaining unit.
5. Tutor workload is not impacted by the 50% limit referenced in Article 1.C.4 above. Tutors may work up to 29 hours per week but no more than 1000 hours in a fiscal year.

6. By the end of the 4th week of each term, the College will provide to the instructional administrators and the Association president an up-to-date report of employee workloads.
7. The terms “they” and “their” may be used as gender-neutral pronouns and do not necessarily imply plurality.

ARTICLE 2: BOARD-ASSOCIATION RELATIONSHIP

A. Cooperation

1. Both parties agree to assist each other's efforts to ensure that provisions of this Agreement are met. This implies that either party will take appropriate action to meet the provisions of this Agreement when brought to its attention.
2. Both parties further agree to strengthen the goodwill between all segments of the College community.
3. The Board and any agent or representative of the Board and the Association and any agent or representative of the Association will not discriminate against, intimidate, or coerce any person who is representing the Board or the Association, who is a member of the Board or the Association, who is a member of the staff, or who is a student.

B. Notification

1. The Association president is responsible for notifying the Associate Vice-president in writing of their current mailing address and the College mail location for the purpose of official notification under this Article.
2. The College will provide the Association with a complete part-time employee list, a new-hire list of part-time employees, a list of people on the Employee List who are working during the current term, and a list of individuals within the PFTA who have worked within the last four terms by the end of the fourth week of each academic term. The Association may request up to two more of each such lists per term. The lists will provide the following information regarding the employee:
 - a. Name
 - b. Address
 - c. Home/cell telephone number
 - d. Job title
 - e. Assigned area
 - f. MHCC ID number
 - g. MHCC email address
3. The Associate Vice-president or designee will notify the Association president, in writing, prior to or simultaneously to any disciplinary action that is to be taken against a union-represented employee. In cases where the employee declines union representation, notice will be given no later than five (5) days after the employee receives the disciplinary action. Failure to provide notice will not affect the validity of the disciplinary action.

4. The Association president will be notified, in writing, of any formal grievance filed by an employee. Such notice will be given no later than 15 days after the date the grievance is filed.

ARTICLE 3: ASSOCIATION BENEFITS

To implement the cooperation pledge as set forth in this Agreement, the Board agrees to the following:

A. Office Space and Use

1. The College will make available for rent to the Association space that is approximately 70 square feet or more and has lights, heat, air conditioning and one telephone. The office space will be in the Academic Center. The College will not change the location of the office more than once within a two academic year period and will give the Association at least 60 days' notice. If the notice provided by the College requires the Association to move at a time other than during the term break, the College will provide, at no cost to the Association, the labor necessary to pack and move the Association's property to the new location. At the time of ratification, the office space is located in Room 2397-D.
2. The rent for the office space will be \$10 per month.
3. The Association will pay the line charge for the use of the telephone.
4. The College will provide computer access, including all standard administrative College-adopted software, the internet and the College network.

B. Office Equipment and Furniture

1. The Board will rent office equipment and furniture to the Association for use in the office space described in Section A above. Adequate furniture, as determined by mutual agreement, will be made available. The Association agrees to repair and/or replace any damaged equipment or furniture that is rented by the Association. The rental fee for office furniture will be \$5 per month.
2. The Board will rent to the Association a computer for use in the Association office described in Section A above. Usage of e-mail must comply with the College's policy regarding e-mail. The rental fee for the computer will be \$3 per month.

C. Use of Facilities and Equipment

1. The Association will have the same rights as other interested groups to use or rent the facilities and equipment of the College. Regular Association meetings, however, may be held on campus without charge.
2. Rent and College charges are to be paid by the Association in a timely manner as invoiced by the College.

D. Dues Check-Off

Upon receipt of a lawfully written authorization from an employee, which may not be revoked during the period of the Agreement, the College will deduct monthly one-ninth (1/9th) of the regular annual Association dues of such employee from their pay and remit such deductions to the official designated in writing by the Association. The

College will deduct the dues each month the employee actually works and receives compensation from the College, up to nine (9) deductions in a fiscal year. The Association will notify the College in writing of the exact amount of such regular membership dues that are to be deducted.

E. Maintenance of Membership

1. All employees covered by this Agreement who become members of the Association will remain members of the Association during the term of this Agreement.
2. This provision does not apply to any employee who, within the month of September, withdraws from the Association by sending a signed withdrawal statement to the Association with a copy to the MHCC Payroll Department.

F. Hold Harmless Clause

The Association agrees to indemnify and hold the College harmless against any and all claims, suits, orders, or judgments brought or issued against the College as a result of any action taken by the College under the provisions of Sections D and E of this Article. Such waiver will not apply to any action by the Association to enforce the terms of this Agreement. This hold harmless agreement will be void unless the College (1) gives immediate notice of any claim to the Association, (2) tenders to the Association the defense of any claim and (3) fully cooperates with the Association and its designated counsel in the defense of the claim.

Deductions described in Section D of this article, as authorized by laws in existence when this contract was ratified, will continue during this contract.

G. Association Security

1. Employees have the right to join the Association, but membership in the Association will not be required as a condition of employment.
2. The College will provide all newly-hired employees at the time of their employment a welcome packet provided by the Association that includes such information as the Association deems necessary.

H. Inter-Campus Communication

The Association may use the inter-campus mail, e-mail system and voice mail systems. Any such use must comply with the applicable Board policies and College administrative regulations.

I. Posting of Association Information

Association information may be posted on existing bulletin boards on College property. Space assigned for this use will be approved by the administrator of the area.

J. Association Information

The Board's representative will send the Board's meeting agenda and all supporting information at the same time as they send it to the Board members.

K. Additional Information

The Association will have access to Board policies and College administrative regulations that have been posted on the College's website. In addition, the Association will have access, in a timely manner, to any and all proposed changes to Board policies and College administrative regulations.

L. Association President-College Relations

1. The Association president will be paid an annual stipend equivalent to 18 ILCs at the top ILC instructor rate on the current salary schedule for working with the Board and the College president or their designee on College matters. The stipend will be paid on a monthly basis.
2. The president of the Association and the College president or their designee will meet monthly to discuss issues of mutual concern

ARTICLE 4: BOARD PREROGATIVES

A. Board Authority

It is the intention hereof that all the rights, powers, prerogatives and authorities that the Board had prior to the signing of the Agreement are retained except those specifically abridged, delegated, granted, or modified by this Agreement.

B. Management Authority

It is agreed between the parties that the Board has all the customary and usual rights, powers, functions and authority of management.

C. Board Rights

The Board has the sole right, at its own discretion, unless otherwise expressly provided by the terms and conditions of this Agreement to:

1. Determine the number of part-time faculty and tutors to be employed and classes to be scheduled in the College as a whole.
2. Establish, change, or modify Board policies and College administrative regulations except those in conflict with the Agreement, in which case a change can be effected only by mutual agreement.
3. Increase or diminish, change, or discontinue operations, programs, courses and classes in whole or in part.
4. Hire, suspend, discharge, promote, demote, transfer and discipline employees.
5. Determine and direct employees in their duties.
6. Discharge any employee at any time for just cause in accordance with provisions set forth in Board policies, College regulations and statutes or as stated in this Agreement.
7. Terminate employees at any time for financial or justifiable reasons.
8. Authorize temporary work or part-time instruction not connected with the regular operation of the College to be performed by any outside person, firm, or corporation and selected by the College.
9. Judge the efficiency, competency and adequacy of all employees in the performance of their assigned work.
10. Increase or change the content or substance of any assignment.

11. Establish grading policies and courses of instruction.
12. Determine class schedules; the hours of instruction; the load hours; and the duties, responsibilities and assignments of those in the bargaining unit.
13. Maintain executive management and administrative control of the College and its properties and facilities.
14. Determine the financial policies of the College, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
15. Determine the management, supervisory, or administrative organization.
16. Determine safety, health and property protection measures if legal responsibility of the Board or other government unit is involved.

D. Status of Agreement

Nothing in this Agreement limits in any way the Board's contracting or subcontracting of work or requires the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

ARTICLE 5: INDIVIDUAL EMPLOYEE RIGHTS

A. Professional Rights

An employee has a right to a clear statement of duties that clarifies the employee's participation in the academic process. An employee has the right to carry out these duties without interference, disruption, or personal harassment, which includes the right to be protected from any prejudicial or capricious administrative evaluation, action, or review.

An employee has the right to have a clearly defined means to participate in the formulation of board policy and administrative regulation processes as defined in AR1080A.

B. Personal Rights

An employee has the rights guaranteed by state and federal laws, including the rights of free speech, of assembly, to petition and to protection from double jeopardy. Both parties agree that an employee is also a private citizen and that the private life of an employee may not be utilized by the Board in matters related to the performance of their duties. An employee has the right to freedom from libel, indecency, undocumented allegations, attacks on personal integrity and techniques of harassment and innuendo arising out of their employment with the College.

Upon request, the College agrees to confer with the Association regarding use of systems or technologies that would require access to employee bio-data (e.g., face/voice recognition, hand geometry, retina/iris scans, fingerprints, etc.) as a condition of employment. Any duty to bargain that may result from the College's contemplated use of such systems or technology will be governed by the Oregon Public Employee Collective Bargaining Act (PECBA).

Except as referenced in article 8.N or related to pre-employment background checks, an employee has a right to refuse to submit DNA samples to the College. In the event the College utilizes systems or technologies that require access to other employee bio-data as referenced in the preceding paragraph and an employee wishes to not submit such bio-data, the College will engage in an interactive process with the goal of finding a reasonable accommodation that meets the needs of both parties.

C. Academic Freedom

An employee has the right to academic freedom: to make inquiry and to express their personal opinion even when dissenting on any question as long as they make it evident that they are speaking for themselves and not for the College.

The purpose of this statement is to affirm academic freedom as essential to the teaching and learning process. It is fundamental for the protection of the rights of employees in teaching and the rights of the students in learning.

For the purposes of this Agreement, "academic freedom" is clarified to mean the following concepts:

1. The employee is a citizen, a professional and a representative of the College. When the employee speaks or writes as a citizen, the employee should be free from institutional censorship or discipline. This special position of the employee in the community imposes responsibility. The public may judge the profession and the College by the employee's utterances. Hence, an employee should make every effort to be accurate at all times, exercise appropriate restraint, show respect for the opinions of others and indicate that they are not a spokesperson for the College.
2. While the employee is entitled to freedom in the classroom in presenting instructional materials, they will not introduce into instruction controversial matters that have no relation to the subject or the mission of the College. An employee has the right to keep confidential their religious beliefs and political associations.
3. Employees are entitled to full freedom in research and publication, subject to the adequate performance of the member's other academic duties and in accordance with relevant College Administrative Regulations. Employees participating in research for profit will inform the College Administration.

D. Due Process Rights

An employee has the right to due process during disciplinary and dismissal proceedings, including those which may lead to termination. An employee may have Association representation at a meeting the employee reasonably believes may lead to disciplinary action.

E. Rights to Representation

Rights to representation (sometimes, called Weingarten rights) are triggered when an employee reasonably believes that any questioning, discussion, or investigatory behavior on the College's part may result in discipline. In such cases, the employee may assert their right to have an Association representative present.

F. Mentors

1. The College and Association will support a mentoring system. Part-time faculty who participate in mentor training will receive pay at the rate specified in article 18.H.2.b for time spent during training.
2. Each new part-time instructor will be given the name and contact information of a mentor, if available.
3. Experienced part-time faculty who volunteer to serve as mentors and have completed at least four (4) terms of instruction at MHCC and a mentoring training, which has been approved by the Association and the College, and have been approved to serve as mentors by the Association and the College, will provide mentoring during new part-time instructors' first terms of teaching at MHCC.
4. The College and Association will work together to make this mentoring system a success. As part of that, there will be an annual review of the process with the

opportunity to make adjustments in it.

5. Each term, up to five (5) part-time faculty, who have been approved as mentors, can receive up to two (2) hours of pay at the rate specified in Article 18.H.2.b for time spent mentoring new part-time faculty. At times, the Association may come to the College to discuss a need for additional mentors/hours. The College may increase the number of part-time faculty paid for time spent mentoring and/or increase the number of hours paid for work as a mentor. An accounting of the time spent mentoring will be submitted to the mentor's supervisor who will submit to Human Resources for payment.

ARTICLE 6: EMPLOYEE RIGHTS

A. Right to Provide Input and/or Advice

1. Colleges work best when employees have a voice in decision-making processes. To achieve this, the relationship between the College and Association will be based on collegiality and mutual respect. It is understood that provisions in a collectively-bargained agreement encourage collegiality and ensure the integrity of this joint effort.

The College and Association acknowledge that employee participation in the life and operations of the College enhances the mission and operations of the College. Any employee may participate, if requested by the College, in the following processes:

- a. The determination of grading policies.
- b. The determination of entrance and exit requirements of courses and programs.
- c. The determination of the content of curriculum and courses.
- d. The process of enforcing a professional code of ethics.
- e. The determination of academic standards.
- f. The determination of classroom materials.
- g. The selection of faculty, division managers, and college presidents.
- h. The conduct of accreditation preparation and site visits.

This is not an exclusive listing of areas for participation. This language does not prevent an employee from soliciting or requesting an invitation from the College.

2. The College will make a good-faith effort to include at least one employee on each College-wide committee, which includes councils, action teams, task forces, and other committee-style structures. If invited by the College, employees may participate on these committees, councils, or action teams. Participation on such committees will be determined by the creating body of the committee. The Association may recommend employees for participation, but the decision as to the composition of any such committee remains within the College's discretion. Compensation for participation in these committees, councils, action teams, task forces, and other committee-style structures will be paid for time actually worked and will be no lower than the rate in Article 18.H.2.b of this agreement.

For councils, action teams, task forces, and other committee-style structures that are not College-wide, in that their membership is limited to specific divisions or organizational units, the College may invite employees to participate.

3. Division, area and academic discipline meetings are open to employees to attend on a voluntary basis. Employees may voluntarily attend and participate in College

in-service and professional development activities.

4. Notice will be given in a reasonable manner of regularly scheduled division, area, or academic discipline, in-service and professional development meetings to members of the division, area, or academic discipline. Reasonable efforts will be made to provide information as to the date, time and place of such meetings that are not regularly scheduled.
5. Minutes will be taken of any division, area, or academic discipline meetings and will be provided to any employee attending the meeting. Any other interested employee will be provided with the minutes upon request to the area manager.
6. Any employee, group of employees, or the Association may submit suggestions on the preparation of College budgets, class scheduling, course offering, College calendars, or any other aspect of the College relating to instruction. Any suggestions or comments will be conveyed in a timely manner.

B. Right to Determine Grades

The instructor has the sole right to determine the grades of students enrolled in their class within the grading policies of the College. An exception may be made only if the instructor is incapacitated, deceased, sanctioned under Article 12 or 15 of this contract, no longer employed by the College, or unavailable for an extended period of time. Such exceptions must have the approval of the instructor's manager or the next level supervisor.

C. Right to Ethical Communications

Only an instructor or tutor may send an email or other communication purporting or appearing to come from that individual instructor or tutor unless the instructor or tutor gives written permission to another party to act on their behalf.

ARTICLE 7: PERSONNEL PRACTICES

A. Personnel Files

1. Upon request, an employee may review and copy any material from their official personnel file in the Human Resources Office, which is the only official file and their supervisor's working files, if they exist. Nothing may be removed from the Human Resources file, except for the purpose of copying. All requests for such use are to be made to the Associate Vice-president. All requests for review and/or copy of materials in the working file should be made to the supervisor.
2. The Human Resources Office will maintain a personnel file log, which will record the date of review of the file, the name of the person reviewing the personnel file and the purpose of the review. The employee does not need to indicate their reason for examining their own file.
3. Documents in the following categories will be maintained in the personnel files:
 - a. Initial application
 - b. Salary history
 - c. Results of formal evaluations, including scoring documentation and any supervisor's narrative statement
 - d. Commendations
 - e. Responses
 - f. Notices
 - g. Personnel file log
4. Sealed Documents

Grievances and resolutions, reprimands and rebuttals, and formal complaints and solutions will be individually sealed within the personnel files. Only the employee, the employee's direct supervisor, the Associate Vice-president or the College president or designee will have access to these items.

The Human Resources Office will maintain a separate log which will record all individuals who access, obtain, or review the sealed document(s). The date of access/review, the date of return of the sealed document(s), and the purpose of the review will be kept in the log.
5. An employee has the right to review and update material in their personnel file. The employee may request in writing that a copy of their updates to the file be forwarded to their area manager. The employee may submit a signed and dated written rebuttal to written discipline, evaluations, and/or other related document contained in their personnel file within twelve (12) months from the date the document was first presented to the employee. Such written rebuttal will be placed in the employee's personnel file.

6. Human Resources will notify an employee, within five (5) working days, when any negative material is placed in the employee's personnel file and provide for acknowledgment of those materials being placed in the file by the signature of the affected employee. Such notification may be achieved, for example, by means of a "cc:" on a reprimand letter personalized to indicate the material is to be placed in the personnel file. The employee's refusal or failure to sign materials or failure to meet the timelines for notification will not prohibit placement in the personnel file.
7. The employee may expunge material after it has existed in the employee's personnel file for five or more years, except material that is presently involved in hearings or pending litigation.
8. Access to personnel files will be as follows:
 - a. Except as indicated in Article 7.A.4, the College president or designee and the Human Resources Staff will have access to all files at any time.
 - b. Instructional administrators will have access to files of personnel who are under their supervision.
9. Entries to the personnel file will be dated and will identify the submitting party.
10. The personnel file will not be used as a source of information that is voluntarily released by the College to any individual or institution other than those authorized by this document without the written permission of the employee involved.

B. Notices of Vacancies or New Positions in the College District

1. The Associate Vice-president or designee will notify Association membership in writing of any full-time faculty employment vacancy that is open for recruitment at the College on the same day that notice is provided to full-time employees or any outside agency.
2. Upon request to Human Resources, employees will be provided with job descriptions and qualifications for full-time employment vacancies.
3. The College and/or the respective department will send email notices of temporary full-time faculty job openings to all PFTA-represented employees. Notices will be given at least one week before a position is filled, except under circumstances where there is less than two weeks from the first day of instruction. The two weeks specified herein do not include the College closure at the end of December.
4. Part-time faculty applicants who are on the Employee List (Article 9) and meet the minimum qualifications of a posted full-time faculty position will be granted an interview.
 - a. If one part-time faculty member meets the criteria above, that individual will be granted an interview. If two or more part-time faculty members meet the criteria above, at least two of those will be granted interviews. If there are three or more part-time faculty members who meet the criteria above, the

hiring manager will determine which will be interviewed.

- b. Upon request, the hiring manager will provide feedback to part-time faculty who were not selected for a full-time faculty position. This feedback will be limited to advice on application materials and/or interview(s).

ARTICLE 8: CONDITIONS OF EMPLOYMENT

A. Part-time Faculty and Tutor Handbook

This handbook will be updated annually and made available to all part-time faculty and tutors electronically via email and will be posted on the Human Resources website. Paper copies will be available during New Employee Orientation and fall in-service as well as located in division offices, Human Resources, the offices of the Maywood Park campus, Bruning Center and any other off-campus College facilities where instruction occurs. The Association may provide suggestions, in writing, for revisions to the handbook. The College retains the final decision, however, as to the content of the handbook.

B. Holidays

Employees will be paid for recognized College holidays that fall within the term and on a day when they would normally be working.

C. Attendance

Each employee will report their nonattendance according to the procedure required by the College. Changes to the current procedure will only take effect after input from the Association is considered.

D. New Employee Orientation

The College will provide a required New Employee Orientation (NEO) at least once per quarter and twice during the fall term. New employees will be encouraged to attend during their first term of employment. Employees who have not completed an NEO by the end of their second term may not receive future assignments.

Human Resources will publish an annual schedule of NEO's by July 31 of each year. Invitation of new employees will be based on the most complete hiring information. The College will make a good faith effort to ensure the hiring list is current and accurate at the time of scheduling the NEO. The Association President will be available to review the invitee list to ensure accuracy.

Each session may be cancelled if there are not at least four (4) attendees who have affirmatively RSVP'd two business days prior to the NEO.

New employees who attend will be paid the hourly rate in Article 18.H.2.b.

E. Private Gain

An employee will not use their College working hours, office, phones, or other privileges for private gain, except as permitted under Oregon's government ethics law.

F. Access to Materials, Facilities and Equipment

1. The College and the Association recognize that, at times, it may be necessary for part-time faculty to have confidential, one-on-one meetings with students. The parties will work together to make sure each employee is given reasonable access to office space, materials, facilities and equipment relating to their professional employment. In situations in which the employee determines that they lack reasonable access, the supervisor may be consulted to determine a mutually satisfactory arrangement. The College will make a good faith effort to arrange space for confidential meetings with students either in-person or remote.
2. The College will include PFTA Representation on the Facilities Master Plan Committee. Beginning August 1, 2022 and ending the earlier of August 1, 2024 or when the Facilities Master Plan Committee no longer convenes, the College will provide an annual report about the availability and development of new confidential meeting spaces (which will include access procedures for employee users) to the Association President. The Association will bring to the College the issues employees have reported related to securing a confidential meeting space.
3. When major plans for remodeling or new construction are being developed, the Association's input regarding office space for part-time faculty will be sought and considered. Reductions to office space that is currently designated for part-time faculty will only occur after input from the Association is sought and considered.

G. Maintenance of Materials, Facilities and Equipment

An employee will share responsibility with other College staff for College materials, facilities and equipment that are under their control. An employee will be accountable for reporting promptly to their supervisor losses of materials and equipment for which the employee is responsible. The College will provide reasonable support to the employee in this effort.

H. Safety

An employee should be safe from harm in order to adequately perform duties. To this end, the College will provide on-campus security services. In the event a threat against an employee is perceived, while in the performance of their duties, the employee will notify Public Safety immediately and submit a Report a Concern form as soon as possible thereafter. Public Safety will immediately analyze the threat and determine the appropriate initial action.

- a. Within one business day of the initial notification to Public Safety, a Public Safety Representative, working together with the employee, will determine what additional actions need to be taken.
 - i. If no additional action needs to be taken, the issue ends at this meeting.
 - ii. If additional action needs to be taken to ensure the employee's safety, the employee will meet with the Threat Assessment Team to

draft, finalize and initiate a safety plan within seventy-two (72) hours of the initial notification of the threat. Until a plan is finalized, the employee will not be placed in a position of having to interact with the person(s) who posed the threat.

- iii. No actions will be taken without notification to the employee (or prior to their response to the proposed action) unless doing so creates an immediate danger.
- b. An employee may request an advocate from the Association to support them in this entire process.
- c. In cases where an employee is being stalked as a result of their employment, the College's Employee Assistance Program (EAP) services will provide legal assistance and referral to legal services specifically to obtain protection in the form of a court's Stalking Protective Order (SPO) as referenced in ORS 30.866 from an individual who has been trespassed from the college and has threatened the employee.

I. College Closure

The College President or designee will make the decision regarding College operations. Notice of College's operational status will be announced on the College website and through local media outlets.

There are two (2) basic types of College closures. When the College is closed, the following procedures will be applied:

1. Total College Closure

During a period of extended total closure, non-essential personnel are not required to report to their work assignment. In the event of a total closure pay will continue. If such closure continues for more than three (3) consecutive working days, employees will make a good faith effort to cover course content and meet class requirements. In addition, end-of-term grading will be done.

2. Temporary College Closure/ Delayed Opening

During a period of temporary closure or a delayed opening that prevents an employee from conducting classes as scheduled, the employees will be expected to be at their next regularly scheduled class and ensure necessary course content and evaluations are delivered to students, if this can be done safely. If an employee cannot meet these obligations, they are expected to notify their supervisor in a reasonable amount of time prior to the start of the class. The Associate Vice-president of Human Resources or their designee may make exceptions.

Employees on campus during College closures are required to check in and out with Public Safety when arriving and leaving.

J. Civil Proceedings

Each employee will be named as additional insured on the College's liability insurance

policy while performing duties within the scope of their professional assignment. Legal service to the employee will be as provided by the insurance carrier.

K. Copyrights and Patents

1. The ownership of any materials, processes, inventions, or products, including electronic materials, developed solely by an employee's individual effort, time, and expense, and not with any College resources or support except as provided in K.3. and K.4. below, will vest in the employee and be copyrighted or patented, if at all, in their name.
2. The ownership of materials, processes, inventions, or products, including electronic materials, produced solely as a specially contracted "work for hire" for the College and at College expense will vest in the College. A written offer by the College will be provided delineating compensation and ownership rights.
3. The ownership and utilization rights of other instructional and professional materials (e.g., class/lecture notes, syllabi, assessments, handouts, overheads, electronic presentations, media rich clips, lab exercises, assignments, conference materials, articles, and papers) developed by an employee using College resources that are directly related to the employee's instructional assignments and either are used by students during a term or are being used to promote the good will of the College, will vest in the employee. Oregon Administrative Rules for Community Colleges require that official copies of course syllabi be retained for at least three (3) years.
4. In those instances where materials, processes, inventions, or products, including electronic materials, not covered above are produced by an employee with significant College support, by way of use of personnel, work time, facilities, or other College resources, the ownership of the materials, processes, inventions, or products, including electronic materials, will vest in the parties designated by written agreement between the College and the employee. Whenever possible, this agreement allocating ownership rights will be entered into prior to beginning development. Neither the College nor the employee may sell the product to a third party for a commercial profit until an agreement is negotiated in good faith between them addressing issues of ownership, utilization rights, and any compensation/profits.
5. The ownership and utilization rights of any materials, processes, inventions, or products, including electronic materials, developed by an employee that is not addressed by this agreement will be governed by applicable law, including U.S. Copyright Acts.
6. The parties agree that there is value in having a uniform practice, policy, or collective bargaining provision addressing intellectual property rights. The parties agree that, if the College implements a new administrative regulation or policy regarding intellectual property, the Association does not waive its right to bargain under PECBA if applicable. Additionally, if substantive changes are made to the Faculty Association intellectual property collective bargaining provisions, the College and the Association agree to reopen Article 8.K.1-7 under the expedited

bargaining process.

7. Learning Management Systems (LMS) and Online, Hybrid and Web-Enhanced courses or any Combination of the Modalities (OL courses):

a. The Learning Management Systems (LMS)

The College provides for the benefit of students and faculty a Learning Management System (LMS) for developing and offering online, hybrid and web-enhanced courses (OL courses). The LMS is also for use in courses that combine any of these modalities. The College will maintain all rights, title and interest in the LMS in which all online and web-enhanced courses are required to be taught. The LMS will include, but is not limited to, the College's courseware, the design and artwork and the MHCC LMS instructional design system. The LMS will not include course content, instructional elements, text and/or media provided by faculty for instruction, and third party content not developed by the faculty for instruction. Ownership of the intellectual property rights of these elements will be based on the language in Article 8.K.1-5. No use of the LMS will be made by any faculty, directly or indirectly, other than for the purpose of developing and teaching OL courses for the College without the express written consent of the College. No rights in or to the use of the LMS may be transferred in any manner by a faculty member without the consent of the College.

b. Faculty members teaching OL courses

Faculty members assigned by the College to OL courses will provide and keep current the content of the OL course as long as the OL courses are offered to MHCC students. A faculty member who developed the OL course on their personal time and without use of College equipment, facilities, materials or other resources that are not otherwise available to the general public, will maintain all right, title and interest in their OL course content apart from the OL course. Except as provided in C. below, the College may not make use of such OL course content directly authored by a faculty member per Article 8.K.1. without the express written consent of the member. It is the faculty member's responsibility to ensure that all rights necessary for inclusion of content in the OL course have been obtained from all applicable parties.

c. Limits on the College's use of a OL course

The faculty member retains the right to course content that they developed as stated above in K.7.b. Should (i) a faculty member be unwilling, unable, or unavailable to teach the OL course and (ii) instructional program accreditation requirements and/or College accreditation requirements necessitate the continuation of the OL course because the OL course is a required course, the College will retain, a limited license to continue use of the content in the OL course for the purpose of providing one section per term (excluding Summer Term) of the OL course to MHCC students for a period of up to two (2) academic years following the date of separation or

until the faculty author becomes available to teach the OL course again. In such cases, the faculty member will receive reasonable compensation as agreed upon by both parties. At the end of the two-year period, the College will cease use of the faculty's OL course content.

L. Secondary Teaching Assignments

An employee who is required to perform assigned duties at a secondary teaching location and is unable to use College-owned or leased vehicles will be reimbursed at the College's prevailing mileage rate for travel from the site of primary work assignment. This provision will apply only in instances in which the employee has teaching assignments at two different locations and is required as a condition of their job to travel between the two sites.

Reimbursement will include round-trip costs if the employee's assignment requires the return to the usual workplace on the same day, or it may include one-way mileage that is required to fulfill duties at a secondary location.

M. Communications

1. Mailboxes

All active part-time faculty and tutors will have mailboxes in their program areas or in an area that is reasonably accessible to employees before their teaching or tutoring assignments. In addition, the mailboxes need to be accessible to those individuals who are delivering mail. Community education instructors may request an on-campus mailbox. The College will not change the location of the mailboxes for evening/weekend employees more than once within a two academic year period and will give the Association at least sixty (60) days' notice of such change. A good faith effort will be made to update the names on the mailboxes on a quarterly basis.

2. College Email

- a. All active part-time faculty and tutors will be given an MHCC email account. A part-time faculty and tutor will be considered active if they have had an assignment at MHCC in the last 14 months.
- b. The College email system will be available remotely to part-time faculty members.
- c. Instructions regarding accessing and configuring email accounts will be made available in multiple methods, including hands-on training.
- d. The College will provide help to part-time faculty & tutors when issues arise regarding their email accounts.
- e. Workstations with email and printer access will be available for part-time faculty and tutors on the Gresham Campus, the Maywood Park Campus, and the Bruning Center.
- f. The College assumes no liability if an employee uses a non-MHCC email account.

- g. No disciplinary action will be taken if an employee continues using their home email account as long as they are performing the essential duties of their position in accordance with Art.9.I. and are in compliance with the law.

N. Testing for Controlled Substances

Employees may be required to submit to testing for controlled substances (including alcohol) when the College determines that it has a reasonable suspicion that the use of such substances affects the performance of the employee's contracted duties (including the duties conducted outside the classroom for which the employee may not receive additional compensation). The College will make a good-faith effort to notify the Association of any upcoming drug test actions.

The College will use a certified drug testing facility that will follow standard professional testing guidelines. Any disciplinary action taken as a result of such tests will follow due process and will not violate any other contractual right(s). Termination as a result of this process will follow Article 9E.

An employee whose performance for the College appears to be adversely affected by chemical dependency will be encouraged to seek rehabilitation.

The College will make good-faith, reasonable efforts to provide training to management and supervisory staff regarding the drug and alcohol policy of the College and the provisions regarding testing.

O. Evaluation

1. The primary purpose of the evaluation process is to provide constructive feedback to an employee for the purpose of improving the quality of instruction.
2. Part-time faculty who have taught less than 30 ILCs or six (6) terms will:
 - a. Be evaluated before 30 ILCs or six (6) terms of instruction;
 - b. Conduct student ratings on all courses taught up through and including the first 30 ILCs or six (6) terms of instruction; and
 - c. Have a classroom observation, including the review of course materials, conducted at least once during the first 30 ILCs or six (6) terms of instruction.
3. Part-time faculty who have taught more than 30 ILCs or six (6) terms will:
 - a. Be evaluated every five (5) years unless the division dean deems it necessary to conduct more frequent evaluations;
 - b. Have at least one (1) classroom observation, including the review of course materials, during the five-year cycle.
4. The classroom observation can be done by a direct supervisor, dean, associate dean, a full or part-time faculty member, or designee who is acceptable to the dean/direct supervisor and part-time faculty member being evaluated. In order to do a classroom observation, an individual needs to have completed the Classroom Observation Training, which will be offered at least twice a year. Part-

time faculty will be included in the notifications for these trainings. Participants approved by their dean/direct supervisor will be paid at the rate in 18.H.2.b. Hours worked as a classroom observer and/or reviewer of materials will also be paid at that rate.

5. There are times management may need to utilize additional methods to assess students' experience with employees including, but not limited to, additional classroom observations and meetings with students.
6. The College and Association are partners and have shared accountability in the development, implementation and ongoing assessment of the evaluation process for part-time faculty and tutors. Issues or concerns raised by either party will be addressed collaboratively within a reasonable period of time. The College retains the final decision, however, regarding the evaluation process and instruments.
7. Within two (2) months of ratification of this contract, the College and the Association will create a task force with up to three members from each to design an evaluation process for tutors. The parties will make a good faith effort to include tutors in the task force.

The evaluation process will be based on up-to-date scholarship regarding tutor evaluation best practices.

The task force's recommendation will be presented to the Vice President of Instruction and the PFTA's Steering Committee for their review and approval no later than six (6) months from the commencement of the task force. If the recommendation is not approved by one or both parties, the task force will review the recommendation based on feedback from those parties and will resubmit within one (1) month. If no recommendation is approved by the Vice President of Instruction after the resubmission timeline, the College reserves the right to design and implement an evaluation process.

8. The primary purpose of student evaluations is for employees to use to inform their instructional and tutorial practices.

The employee may use relevant student feedback for the purposes of modifying and improving their practices. The employee can choose to include the data collected in their self-report.

P. Employee Parking

Parking will be provided for employees at no cost to the employees.

ARTICLE 9: EMPLOYEE STATUS

A. Employee List

The College will maintain a current College-wide list (Employee List) of available and qualified employees by discipline, which will be provided to the Association upon request with fifteen (15) days' advance notice. The Employee List will include each employee's total accrued hours and/or ILCs through the prior term. Employees achieve listed status per the terms of A.1, below. Once an employee achieves listed status, they will be placed on individual discipline lists as per A.2, below.

1. Achieving listed status

An employee must be deemed qualified in a specific discipline by satisfying the Institutional Standards for Faculty-Staff Qualifications as outlined in the Board policies and regulations, OAR 589-008-0100 if applicable, and maintaining currency in the standards and practices of the profession. These qualifications may be waived at the discretion of the College president. An employee will be added to the Employee List after accumulating 45 ILCs or nine (9) terms successful instructional/tutorial experience within the College. In each discipline, tutors will be listed separately from faculty.

2. Placement of employees on discipline lists

A listed faculty member will be listed in each discipline in which they have demonstrated successful teaching for at least three terms. A listed tutor will be listed in each discipline in which they have demonstrated successful tutoring for at least three terms.

3. Rights of Listed Employees

Listed employees retain all rights associated with being on the Employee List (e.g., the right to bereavement leave), except those rights outlined in Section C below, while working in disciplines in which they are not yet listed.

4. Notification

The College will provide the Association a copy of the complete Employee List each term.

B. Maintenance of List

No employee will be removed from a discipline on the Employee List without cause until one year after their last assignment in that discipline or upon resignation, or other request to be removed. For clarification purposes, the College will provide written notice to the Association and to employees who are removed from the Employee List within 14 calendar days after the Employee List is published. This notification will not be given to employees who have provided written notice of resignation or who have been removed from the Employee List for disciplinary reasons. Refusal of assignment will not be reason for removing an employee's name from the Employee List unless terminated as noted in Section E below. An employee who has been removed from

the Employee List, in accordance with this paragraph, will be added back to the Employee List after two terms of successful instructional or tutoring experience within the College following removal from the list.

C. Employee List Assignments

Assignment of an employee will be made from the division's Employee List, within the needs of the College and after full-time staff (including retired faculty who were full-time) needs are met. The following factors will be considered as assignments are being made:

- experience teaching specific courses
- willingness to teach other courses
- availability of the instructor
- a fair distribution of assignments among Employee List faculty.

If two or more qualified employees on the Employee List are substantially equivalent, seniority will be used as the deciding factor. Seniority is defined as the most accrued hours, for those paid hourly, or ILCs/FTEs, for those paid on an ILC/FTE basis.

1. Annual Projected Assignment. Employees on the Employee List will receive notice in writing of the projected instructional load that is anticipated to be assigned to them for each academic year. Such a projection, however, is not a guarantee of employment or assignment. The parties acknowledge that the projected assignment may be changed based on the needs of the College and full-time staff (including retired faculty who were full-time) needs. The College will make a good-faith effort to provide such notice to employees by June 15 of each year.
2. Term Assignment. The College will make a good-faith effort to confirm term assignments (if any) for employees on the Employee List by the fifth week of the prior term. The parties acknowledge that the cooperation of employees is required in order to make such a confirmation.
3. Assignments to Non-listed Employees. After employees on the Employee List have been given annual and term assignments, non-listed employees may be given tentative assignments. Employees on the Employee List retain their rights to those assignments up until the first class session begins.

D. Flexibility and Notification

1. In order to maintain flexibility, innovation and excellence of instructional programs, the College may assign courses to employees not on the Employee List when the College determines that there is no one on the Employee List who meets the instructor qualifications as defined in Article 9 A and is available to accept the assignment.
2. By the end of the third week in each academic term, Human Resources will send to the deans, instructional administrators and the Association a copy of the list of employees who are working that term and who are on the current Employee List. Employees may request copies of the Employee List from Human Resources.

E. Termination or Discipline

No listed employee will be terminated or disciplined, without just cause.

F. Plans of Assistance

- In cases of significant performance deficiency of a listed employee, the employee's direct supervisor may write a Plan of Assistance that is subject to approval by the next level supervisor and with a copy to the Association President. The purpose of a Plan of Assistance is to assist an employee to improve.
 - a. A plan of assistance written by the supervisor will include
 - i. a list of performance deficiencies to be addressed by the employee, measurable expected improvement to be demonstrated,
 - ii. assistance/resources available to the employee,
 - iii. beginning and ending dates of the plan,
 - iv. a schedule of meetings to review progress on the plan, and
 - v. provisions for date and signatures of supervisor and employee including the option of the employee to indicate objections to the plan and their ability to respond separately with those objections.
 - b. Notification will be given to the employee of the consequences of failure to satisfactorily complete the plan.
 - c. An employee placed on a Plan of Assistance may have Association representation at meetings with the direct supervisor when the progress toward completion of the plan is discussed.
 - d. The direct supervisor will prepare a summary of performance and a recommendation regarding retention which will be sealed and placed in the employee's personnel file in the Human Resources Office.

G. Association President

The Association president will remain on the Employee List for the terms they serve.

H. Notice of Willingness and Availability to Teach

Within each instructional division, forms will be available on which employees can express their willingness and availability to teach additional courses or sections or to work additional hours. A sample copy of this form will be included in the Part-time Faculty Handbook as a stand-alone form and attached to the "Notice of Projected Instructional Load." The completed forms will be retained by the appropriate division administrators. Employees are responsible for updating the information.

I. Notices

1. The College agrees to inform employees, whenever possible, in writing as soon as assignments are determined by the appropriate manager. It is the intent of the College that, whenever possible, this will occur before the employee's name is included in the schedule.

2. Using the informational memorandum created by the College and the Association, the College will inform employees whether an assignment offered is one that is outside the Association's bargaining unit.
3. An employee who does not receive an assignment may request from the College a reason for non-assignment, and the College will make a good-faith effort to respond.

J. Job Responsibilities

Part-time instructors are responsible for providing quality instruction that will contribute to the learning experiences necessary for each student to meet the objectives of the course and to be successful in both their education and career development experiences.

Part-time instructors are expected to perform the following duties:

ESSENTIAL DUTIES:

1. Instructs students in a classroom, lab, learning center or other setting as appropriate.
2. Provides student contact before or after class or through telephone or email exchanges or office hours where facilities and schedules permit according to Article 18.H.3.
3. Prepares, distributes and utilizes instructional support materials, including course syllabi, supplementary materials, instructional media and other devices as appropriate; incorporates the latest classroom technology when available and appropriate into instructional activities.
4. Structures classes and curriculum to correspond with the overall program objectives; prepares clear objectives for students in each course. Maintains and revises curriculum to maintain currency.
5. Understands, develops and provides a learning environment that supports diversity and incorporates sensitivity to diversity within the College community.
6. Is responsible for classroom, laboratory and departmental equipment and provides for the security of facilities and instructional materials as appropriate.
7. Understands and abides by College policies and regulations and other policies, procedures and materials as required by the College, departments or divisions.
8. Convenes classes on time and as scheduled.
9. Maintains evaluation and grading records for assigned students; enters grades and provides all necessary documentation for incompletes within established College timelines.
10. Ensures and emphasizes safe working and classroom conditions and practices.
11. May participate in professional development activities.
12. Maintains current licenses or certificates in areas of expertise.

13. May attend in-service sessions and division meetings.
14. May direct aides and work-study students as assigned.
15. Understands and uses the College's computer system.
16. Demonstrates regular and predictable attendance.

**ARTICLE 10:
LOAD GUIDE**

	<u>ILC</u>	<u>Term</u> <u>FTE</u>
A. Lecture	1.00	.067
B. Laboratory	0.75	.050
C. Seminar	0.50	.033
D. Clinic/Hospital		
1. Student Instruction	0.75	.050
(6 to facility student limit – section size based on technical requirements and/or program accreditation regulations).		
2. Student Supervision	0.50	.033
E. Cooperative Work Experience - load credit per 4 students	1.00	.067
F. Project Classes (e.g., VT10) - load credit per 8 students	1.00	.067
G. Independent Study - load credit per 12 students.....	1.00	.067
H. Special Loading		
1. English Composition, IECC Writing, & Online Learning Courses		
		<u>Factor</u>
a. Up to 15 students.....	1.00	
b. 16 to 28 students	1.25	
(No more than 28 students will be assigned to a class without the instructor’s approval.)		
2. Large Lecture		
a. 55 to 74 students	1.25	
b. 75 to 99 students	1.50	
c. 100 to124 students	2.00	
d. 125 to149 students	2.25	
e. 150 students and over	2.50	

I. New Modalities of Instruction

In the event that the College considers adoption of new modalities of instruction, the College agrees to notify the Association in a timely manner.

J. Low-Enrolled Classes

Once the class schedule is available to students, every effort will be made to continue

the course as listed, but the College retains the right to cancel low- enrolled courses.

1. A required program class, a sequence class, a first-time offering, a non-sequential prerequisite class, in traditional or web format and other classes approved by the appropriate Dean and/or Next-level Supervisor will be paid at one hundred percent (100%) of the ILC (term FTE) rate. Sequence classes are those courses in the same subject that serve as prerequisites or are required for a distinctive cohort (e.g., IECC courses, day vs. night class section, web sections, or a Winter vs. Spring cohort of students). Program classes are those courses listed in the College catalog for a career-technical degree, certificate, or career path. The maximum number of ILCs (term FTEs) to be assigned by this process is the normal ILC (term FTE) load for the class.
2. For all other classes, if any lecture class has fewer than twelve (12) students or a laboratory class has fewer than nine (9) students, the College will determine whether the class will be continued. If continued, the instructor for that class will be paid a pro-rated ILC (term FTE) rate of 0.0833 for lecture classes and 0.1111 for laboratory classes times the number of students, times the number of ILCs (term FTEs) assigned to the class with normal enrollment.
3. If the class has less than one hundred percent (100%) of the ILC (term FTE) rate, the instructor has the option to teach or not to teach the class.
4. Community Education Classes

If the College decides to continue any class with a student count of fewer than 12, the instructor will be paid one hundred percent (100%).

K. Student Counts

For the purposes of determining compensation, student "counts" are determined by the term's adjusted second-week enrollment report, based upon both adds and drops and after the 2nd week, adds only.

L. Online Learning

1. Online learning is defined as a formal educational process in which at least 50% of the instruction occurs when student and instructor are not in the same place. Online learning may employ audio, video or electronically mediated technologies (NWCCU Accreditation Standards, 2003).
2. Online learning courses may be assigned only to MHCC part-time faculty members who have completed College certification or have demonstrated competency in delivery and assessment within MHCC's online learning formats.
3. The maximum student enrollment for an online learning course will be limited by the course enrollment maximum of a non-online learning course and will not exceed 28 students without the instructor's consent.
4. Written criteria and rationale will be required for a class size different from the default maximum or an ILC loading different from the same course delivered in the traditional face-to-face manner.

5. Large OL sections – If the instructor approves, the additional ILC factor would be:
 - a. An ILC factor of 1.25 for Level 1 (see table below)
(~21% over established class maximum)
 - b. An ILC factor of 1.50 for Level 2 (see table below)
(~39% over established class maximum)
 - c. For enrollments in the ranges shown in the “New Section” column (see table below), the course will be split evenly into two sections. Instructors whose courses are split will have first right of refusal for the resulting two sections.

Default limit/cap	Level 1	Level 2	New Section
28 students	29-34	35-39	40-56
24 students	25-29	30-33	34-48
22 students	23-27	28-31	32-44
20 students	21-24	25-28	29-40
Multiplicative Factor	1.25	1.50	Each section paid at base ILC rate

For the purpose of determining ILC calculations for large OL sections, the adjusted second-week enrollment report will be used.

6. In order to support part-time instructors who teach online learning at MHCC for the first time, mentors with online learning experience at MHCC, if available and on a voluntary basis, will be provided during the instructor’s first term.
7. Each term, online learning instructors will be provided continuing education opportunities directly related to their online learning assignments.

M. ABS Blended Classes

When the College offers a blended Adult Basic Skills class which places students from two different skill levels and course outcomes into the same class, the Adult Basic Skills (ABS) instructor of that class will receive ten (10) hours of preparation time at the rate specified in 18.H.2.b in addition to their regular pay.

ARTICLE 11: LEAVES

A. Sick Leave

1. Sick leave will be used for all time off from work for the following purposes:
 - a. For the employee's, or immediate family member's illness, injury or health condition (including diagnosis, care, treatment, and preventive medical care). For the purpose of this Article, "immediate family member" will be defined in accordance with the Oregon Family Leave Act, including the employee's spouse, same-gender domestic partner, parent and child (custodial, non-custodial, adoptive, foster, biological, step-parent/child, in loco parentis parent/child, child of employee's same gender domestic partner), parent- in-law, grandparent, and grandchild. In the event the definition of "immediate family" is changed by the Oregon legislature, the above definition will be automatically revised in accordance with the change;
 - b. For any absence for which an employee is eligible to use state or federal family medical leave benefits (OFLA/FMLA);
 - c. For any other purpose covered by Oregon's paid sick time law;
 - d. For any other reason when required by applicable law; and
 - e. For situations involving family members not covered in Article 11.A.1.a, the Associate Vice-president may approve usage of sick leave hours.
 - f. If disabled due to a compensable injury or disease, an employee receiving Workers' Compensation benefits may request to supplement such benefits on a pro-rated basis with accrued sick leave, not to exceed one hundred percent (100%) of regular gross salary.
2. Newly hired employees will receive eight (8) hours of sick leave upon hire.
3. An ILC instructor will receive one hour per term of paid sick leave per ILC, which includes Special Loading.
4. An hourly instructor or tutor will receive one hour of paid sick leave per 11 hours of employment.
5. Unused sick leave will accumulate up to a maximum of 80 hours and be available for use in subsequent academic terms.
6. Employees who had accrued sick leave balances as of Winter Term 2000 will be allowed to maintain those balances and to use them in accordance with College policy. No additional sick leave will be credited to such a balance unless the balance falls below the amount set forth in paragraph 5, above.
7. Employees who are unable to report to work because of any of the reasons set forth in section A.1 above, or their representative, must report their need to be

absent in accordance with the College's written attendance reporting rules applicable to their position.

8. If an employee has accrued sick leave and the employee does not work for a period of six consecutive terms, all such accrued but unused sick leave will be forfeited. Likewise, all unused sick leave benefits are forfeited upon termination of employment for any reason (subject only to reporting as outlined in paragraph 10, below). However, employees who leave College employment and are rehired within 180 days are given credit for previously accrued and unused sick leave benefits to the extent required by applicable law.
9. On at least a quarterly basis, the employee will be given their sick leave accrual usage and balance.
10. The College will report unused accumulated sick leave to PERS for all retiring PERS and OPSRP members in accordance with applicable law.
11. The College will permit employees to donate/transfer accrued but unused sick leave hours to another employee under the following:
 - a. When a listed employee has exhausted their own accrued sick leave and has a serious health condition as defined by the Oregon Family Leave Act that is expected to necessitate the employee's absence from work for a prolonged period of time (i.e. more than 3 consecutive work days) resulting in a loss of income, the employee may be eligible to receive donated/transferred leave. Medical verification may be required.
 - b. Employees wishing to receive donated/transferred leave must complete a form provided by Human Resources.
 - c. Employees wishing to donate paid sick leave must also complete a form provided by Human Resources.
 - d. No more than ten (10) hours may be donated by any one employee per fiscal year. All donations of leave are made voluntarily and are irrevocable. Once surrendered, donated leave is placed in a donated leave bank maintained by the College.
 - e. After the hours are donated/transferred, any available hours will be paid at the receiving employee's rate at the time of use of such hours.
 - f. Prior to receiving any donated sick leave, the employee must have used all of their sick leave. However, the employee would not have to have used their personal business/emergency leave prior to receiving donated sick leave.
 - g. No employee may receive more than 75 hours during their employment, without College approval. In addition, no employee may receive more hours than needed for the approved period of absence caused by the serious health condition.
 - h. If an individual employee does not need all the hours that they have been approved to receive, any such hours will be held by the College for use by

the next eligible employee for whom a request is received. If more than one employee is determined to be eligible during the same period of time, all such employees will receive leave from the donated leave bank while they continue to be eligible and while leave continues to be available in the donated leave bank.

B. Personal Business or Emergency Leave

An employee will be entitled to one day per term of paid leave for personal business or emergency reasons. Such leave will not be cumulative.

C. Bereavement Leave

An employee who needs to be absent because of a death in the employee's family will be paid for the time lost from the employee's scheduled duties for a maximum of three (3) consecutive contracted days of employment. This paid time off will run concurrently with any period of bereavement leave under the Oregon Paid Sick Leave Law and the Oregon Family Leave Act, if applicable. The Associate Vice-president may approve extensions of this time limit up to two (2) contracted days. After the five (5) days, the employee may use earned sick leave or leave without pay, in accordance with the Oregon Family Leave Act.

In other cases, as approved by the Associate Vice-president, absence will be allowed, without loss of wages, for up to three (3) consecutive contracted days.

D. Other Paid Leave

Employees will be provided with paid time off for military training purposes when required by applicable law.

E. Leave Without Pay

1. Employees on the Employee List may be granted a leave of absence without pay for the following reasons: health, parental care, education or training (i.e. professional development), military service, or other justifiable reasons as required by state or federal law. Any employee whose leave is denied will receive the reasoning behind the denial. In addition, a leave request for one of the above reasons or a different reason may be approved in writing by the College President or their designated representative.
2. Leaves of absence for all purposes will be for a minimum of one (1) hour and maximum of one (1) year. In the event that a longer period of leave is required by applicable law (e.g. military leaves, worker's compensation leaves, etc.), the College will comply with applicable law. At the expiration of the leave of absence, the employee will be reinstated in accordance with applicable law. If no legal reinstatement obligation exists, the employee will be reinstated (if possible) in an assignment similar to the one they held at the time when they began the leave.
3. Except as otherwise provided by applicable law or College policy, application for leaves, extensions, or renewals of leaves will be submitted to the employee's

supervisor for approval in writing ten (10) calendar days in advance, if possible, and will include:

- a. The reason for the request, unless prohibited by law
 - b. Dates and length of leave requested
4. Individuals who are approved for a one-year leave of absence will remain on the Employee List during the leave.

F. Jury And Subpoenaed Witness Duty

1. Employees will be provided with time off from work when called to serve as a juror or subpoenaed witness in accordance with applicable law. All jury and subpoenaed witness duty will be unpaid, except as outlined below.
2. A listed employee called to jury duty will be provided paid leave provided the following criteria are met:
 - a. The employee must present a copy of the call to jury duty notice;
 - b. The employee must provide written documentation that a request to reschedule jury duty service to non-service dates was requested and denied;
 - c. Pay for time missed will be for contract time actually missed due to jury service; documentation must be provided;
 - d. This provision will not apply to jury duty service beyond sixty (60) calendar days.
3. An employee will be granted leave with pay for attendance in court in connection with the employee's officially assigned MHCC duties. When the employee is granted leave with pay, pay will be calculated at the employee's regular rate less any monies received for such attendance during scheduled work hours.

G. Unpaid Sabbatical Leave

1. After a part-time faculty on the Employee List has taught 225 ILCs or 5,000 accumulated work hours, that instructor may take a one-term unpaid sabbatical. Up to five (5) sabbaticals total may be granted annually.
2. The sabbatical may be granted only for the following purposes:
 - a. To learn new methodologies related to the faculty member's instructional area, program, or discipline
 - b. To engage in planned travel directly related to improvement of instructional abilities in the faculty member's area, program, or discipline
 - c. To undertake a specific creative, research, or other project related to the faculty member's area, program, or discipline.
 - d. To enroll in studies or training programs and/or to complete the requirements for a degree or certificate.
3. The sabbatical will be subject to departmental approval.

- a. Part-time faculty members will submit their sabbatical proposals to their direct supervisor for approval no later than the Monday of the third week of the term prior to the desired sabbatical.
 - b. By the end of the fifth week of the term in which the sabbatical application has been received, the supervisor will provide a response of support or denial to the faculty. In the case of a denial, the supervisor will provide a written explanation of their reason(s) upon request.
 - c. The purpose of sabbatical leave is to provide an opportunity for part-time faculty to improve their qualifications and skills, the quality of their professional performance, and the value of their service to the College, thereby improving and enriching its programs.
4. Upon return to the College from the sabbatical, the recipient may submit a written report to their direct supervisor and the Association president. If a report is written, the part-time instructor will summarize the work completed and how the new knowledge will be applied to their College assignment(s) and/or in-service training for other College staff.
5. Part-time faculty who take a one-term unpaid sabbatical leave will accumulate the ILCs/hours they would have taught had they not taken the sabbatical, which may impact salary level advancement. This calculation will be based on the two-year average of ILCs/hours taught for the comparable term or the two-year average of ILCs/hours taught over all terms taught, whichever is greater.
6. During a sabbatical leave, a part-time instructor will remain eligible to use the professional development funds described in Article 18.H.1 of this contract.
7. During a sabbatical leave, a part-time instructor will remain eligible to use a tuition waiver as described in Article 14.C of this contract.

ARTICLE 12: STUDENT PROBLEM RESOLUTION PROCESS

It is recognized that from time to time work-related complaints are made against employees that, even if true, should not result in dismissal. In recognition of this fact, procedures are hereby established. The Student Problem Resolution Process provides both an informal and a formal process to investigate a concern made about an employee and to determine a fair resolution. The informal process precedes the formal process.

This process will be used except in cases where: 1) a complaint is processed under Article 15 or 2) an outside agency (e.g., police, state agency, federal agency) may investigate. In cases where a complaint involves issues related to both academic concerns and discrimination, harassment, retaliation, or bullying, the entire complaint will be processed as described in Article 15. Results of meetings/investigations will remain confidential to the extent allowed by law.

Student/staff/employee confidentiality will be maintained to the extent that is practical to reach resolution to complaints and as allowed by law.

The employee and management will cooperate in finding a resolution as determined in the procedure findings.

A. Definitions

1. Ombudsperson: a neutral intake person who evaluates the complaints received and funnels them to the correct process. This person is the contact for the student throughout the process. Due to the need for neutrality of this position, the Ombudsperson will not take on the role of Support Person for either the student or the employee. The Association will have the right to provide input into the selection of the Ombudsperson. The position will have strict expectations regarding confidentiality.
2. Problem Resolution Form: an online form for students to fill out with concerns.
3. Facilitator: an unbiased third party who may facilitate the informal meeting between a student and employee. Their job is to facilitate communication – not take sides – and to maintain a neutral position. These individuals will be trained in mediation skills (examples: staff who have completed OEA training, Counselors) and will be mutually agreed to between the College and Association. A facilitator can be used for any informal meeting related to Article 12 but could also be used in meetings related to Article 15 if mutually agreed upon with the student, Human Resources and the employee.
 - a. A list will be created by Human Resources during the 2021-2022 academic year.
 - b. The list will be maintained by Human Resources and available to employees.
4. Support Person: A person who can be present during a meeting in any path to provide additional support to one of the parties involved in the meeting. Both

parties have the right to a Support Person of their choosing but the student and employee must speak on their own behalf. Prior to any meeting, the Support Person will be required to sign a confidentiality agreement.

The student also has the right to request a translator, provided by the College, in any meeting and may access accommodations through Accessible Educational Services. The translator will not be considered a Support Person.

B. Cooperation

1. The employee, administration, and students will cooperate in finding an acceptable resolution and will abide by the resolution.
2. Changes to the Problem Resolution Process may be made with approval of the Association's Steering Committee and the College. Changes to the Problem Resolution Process will be incorporated into the Student Complaint Procedures Handbook, associated forms, and this Agreement. Changes will become effective with the beginning of the next academic term.
3. Any modification of this Problem Resolution Process, or portion thereof, will be made in accordance with the collective bargaining agreement.

C. Step 1: Informal Resolution Process

1. Students are encouraged to reach resolution to their concern by talking to the employee directly.
2. The informal process is student-initiated within sixty (60) calendar days of the end of the term in which the alleged concern occurred. The goal of the informal process is to provide answers to the student's questions and concerns and/or to come to a resolution agreeable to those involved. If either party would like a facilitator, they can request a college counselor or outside professional mediator.
3. It is the student and employee's responsibility to arrange a mutually agreeable time when the employee is scheduled to work for a confidential conversation.
4. If the informal process fails to resolve the issue, or the student does not wish to pursue the informal process, the student may pursue the Formal Resolution Process.

D. Step 2: Formal Resolution Process

1. Students who wish to pursue the Formal Resolution Process can complete the Problem Resolution form online.
2. If a student needs assistance completing the form, a Support Person may assist. The Problem Resolution form must be submitted online within sixty (60) calendar days of the end of the term in which the alleged concern occurred. Due process rights will be protected in the formal resolution process.
3. The Ombudsperson will review the written complaint and reach out to the student to address potential solutions via one of the following appropriate pathways;

a. Path 1: Student Guidance

The Ombudsperson recognizes the student needs other MHCC resources and refers the student accordingly.

b. Path 2: Supervisory Intervention

The Ombudsperson forwards the student concern to the employee and the employee's direct supervisor. The Ombudsperson informs the student that their concern has been forwarded to the supervisor for review. The supervisor and employee will discuss the matter with the intent to resolve the issue.

- i. The supervisor will schedule a meeting with the employee within ten (10) working days of the supervisor's receipt of the Problem Resolution Form. In the event that the complaint is received or processed during a term an employee is not scheduled to work, the employee will meet with the supervisor and will be paid for attending the meeting.
- ii. If additional information is needed, the supervisor may contact the student to gain a better understanding of the concern.
- iii. The supervisor will follow up with the student at the conclusion of the process. However, any findings and/or resulting discipline will remain confidential to the student to the extent allowed by law
- iv. An employee can request a Support Person by contacting the Association President. In cases where the employee does not want the union involved in the process, the employee may identify their own Support Person.

c. Path 3: Grading Disputes and other classroom or curricular issues

The Ombudsperson refers the student to the direct supervisor. The supervisor will forward the student concern to the employee within ten (10) working days and schedule a mediated conversation between the student and employee with the supervisor facilitating the conversation. (Any college-approved mediation expenses are the responsibility of the College.) In cases where the employee or student are unwilling, uncomfortable, or unable to attend a face-to-face meeting, the supervisor will facilitate a remote conversation (e.g. via Zoom) including all three parties. In the event that the complaint is received or processed during a term an employee is not scheduled to work, the employee will respond within ten (10) working days to schedule a mediated conversation between the student and employee with the supervisor facilitating the conversation. The employee will be paid for attending the meeting. If the employee is unable to respond to schedule a mediated conversation within ten (10) working days, the College may choose to proceed with a conversation between the student and direct supervisor and may resolve the matter at the College's discretion. Such resolutions will not supersede or define the grading rights

granted to faculty in Article 6.B.

- i. If a Support Person will be attending the meeting, confidentiality documents will be signed and turned into the supervisor.
 - a. If the student informs the supervisor that a Support Person will be attending, this information will be provided to the employee in advance of any Path 3 meeting. If either party has concerns about the Support Person, the Association President and Ombudsperson will meet to discuss and decide the best path forward. In most situations, a new Support Person will be provided.
- ii. After the completion of the meeting, the supervisor will write a summary and submit it to the student and employee. The supervisor will provide this report within ten (10) working days from the meeting.

d. Path 4: Human Resources Intervention

If it is determined that the complaint is regarding allegation(s) of a violation of law, as defined in Article 15.D, the Ombudsperson will immediately refer the complaint to Human Resources. Per Article 15.D, the employee will be notified and presented with the Problem Resolution Form within ten (10) working days of the receipt of the complaint. Any reporting requirements under State and Federal Law will be followed.

- i. Any complaint processed using Path 4 will not subsequently be reviewed through the Article 12 process. Any specific complaint cannot be processed more than once. If a student files a complaint of discrimination and/or harassment by an employee and the investigator determines during the intake process, including during the initial meeting held by the investigator with the complainant and/or reporting party, that no discrimination or harassment was involved, the complaint will immediately revert to Article 12.
4. In situations where a student concern has both Path 2 and Path 3 issues, the concern will be forwarded to the employee and the direct supervisor who will schedule a meeting within ten (10) working days to discuss the Path 2 issue. After the conclusion of the Path 2 issue, a meeting for Path 3 will be scheduled by the supervisor unless the employee and supervisor agree it is unnecessary.
 5. Situations involving a student believing they have been bullied are considered to be a Path 2, except where discrimination or harassment are involved. In these situations the Ombudsperson will forward the concern to be processed through Path 4 (Article 15). Notification of Path 4 issues will be provided to the Association President.
 6. If the employee has concerns about the path chosen, they may contact the Association President. The Association President or designee will review the decision with the Associate Vice President of Human Resources or designee to

make a final determination.

7. All Path 2 and Path 3 concerns will be resolved within a thirty (30) working day timeline. If the situation cannot be resolved by the thirty (30) working days, the employee will be notified and provided an estimated date for conclusion.
 - a. If a student does not respond to a request for information or request to meet within thirty (30) working days, and the College does not have enough information to continue the investigation, the issue will be closed.

E. Collaboration

1. The Ombudsperson, Vice President of Student Development, Associate Vice President of Human Resources, and Vice President of Instruction will meet with the Association President and three additional employees annually to assess the process and to discuss scenarios and path placement.
2. The Association President, or designee, and the Ombudsperson, or designee, will provide a joint training about the new resolution process for interested employees and the Association's Steering Committee in the 2021- 2022 academic year.

ARTICLE 13:

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the grievances that arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. An employee is encouraged to seek a solution or adjustment of a grievance through an informal meeting with their supervisor prior to filing a grievance, provided that the adjustment is consistent with the terms of this Agreement.

B. Definitions

1. Grievance: a grievance means a dispute about the interpretation or application of a specific provision of this Agreement.
2. Grievance procedure: grievance procedure refers to the settlement process of the grievance.
3. Grievant: an employee or group of employees or the Association who believes that rights granted under this Agreement have been violated can initiate the grievance procedure.
4. The term "days," unless otherwise designated, means weekdays, excluding holidays and days between term breaks.

C. Informal Procedure

1. The grievant(s) will discuss the grievance with the administrator who made the decision or took the action being grieved (hereinafter called the administrator). Every effort will be made by all parties to resolve the issue(s) in the informal steps.
2. The steps for the informal grievance procedure are as follows:
 - a. The grievant will meet with the administrator and identify the meeting as the first step in resolving a grievance through the informal process. At this meeting the article alleged to have been violated will be identified.
 - b. The administrator will respond within seven (7) days.
 - c. If the grievant is not satisfied with the resolution of the grievance provided by the administrator(s), the grievance will proceed to the appropriate next level supervisor or designee.
 - d. Upon notification, the next level supervisor or designee will meet with the grievant and respond within seven (7) days.
 - e. If the grievant is not satisfied with the resolution of the grievance provided by the next level supervisor or designee, they may proceed to utilize the formal grievance procedures.

D. Formal Process

The written grievance will be filed within thirty (30) days after the facts on which the grievance is based first occurred or first became known or should have become known to the grievant(s).

The written grievance will include a concise summary of the allegations, including reference to the specific Agreement provisions in dispute and the remedy sought.

1. Step One – Human Resources

Whenever a dispute arises over the interpretation, violation, or application of this Agreement that cannot be settled informally between an employee or group of employees and the administrator, the matter is to be reduced to writing and delivered to Human Resources. The grievant(s) and the Associate Vice-president of Human Resources, Assistant Director of Human Resources, or a designee with comparable confidential nature and decision-making authority have fifteen (15) days in which to resolve the matter at Step One.

2. Step Two - College President (Optional Step)

If there is no resolution to the grievance in Step One, the College President may review the grievance at the request of the Association. To do so, the Association President notifies the College President in writing that the Association is appealing the grievance to Step Two. The College President has ten (10) days to achieve a resolution at Step Two after receipt of the written notice.

3. Step Three – Arbitrator

If the grievant(s), the Associate Vice-president of Human Resources, Assistant Director of Human Resources, or a designee with comparable confidential nature and decision-making authority and the College President are unable to resolve the matter within twenty-five (25) days after it was filed, the matter may be submitted to binding arbitration.

- a. The grievance will be reviewed by the Association, which will have sole discretion as to whether a grievance--individual, group, or Association--should be appealed to arbitration. If the Association determines that a grievance is to be appealed to arbitration, it will file a written notice of a request for arbitration with Human Resources within fifteen (15) days following the Director of Human Resource's or, if they review the grievance, the College President's response concerning the alleged grievance.
- b. Within five (5) days after such written notice of submission to arbitration, the Associate Vice-president of Human Resources, Assistant Director of Human Resources, or a designee with comparable confidential nature and decision-making authority and the Association will attempt to agree on a mutually acceptable arbitrator and to obtain a commitment to serve from that arbitrator. If the parties are unable to agree on an arbitrator or to obtain such a commitment within five (5) days, a request for a list of seven (7) arbitrators may be made to the Oregon Employment Relations Board by

either party. Upon receipt of the list and with order of selection determined by lot, the parties will alternately strike names until one (1) remains.

- c. The arbitrator so selected will hold hearings on the matter as promptly as possible and render a decision within thirty (30) calendar days of the close of the hearings or receipt of post-hearing briefs if they have been submitted.
 - d. The hearing and all other proceedings will be conducted according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - e. The arbitrator will have no power to add to, subtract from, modify, or amend any terms of this Agreement and their decision is to be based on whether or not the Agreement has been violated.
 - f. A decision of the arbitrator, within the scope of their authority, is binding on the parties.
4. The College and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

E. General Provisions

1. Any employee may be represented at all stages of the grievance procedure by a representative of the Association. If more than one (1) employee has a common grievance, the Association may initiate a group grievance on their behalf. The Association will have the right to initiate a grievance growing out of an alleged violation of Association rights under this Agreement.
2. The Association is to be notified and a representative of the Association will be given the opportunity to be present at any meeting under this Article. In instances in which the Association does not represent the grievant(s), a representative of the Association may express the views of the Association if the Association representative believes that the adjustment proposed is inconsistent with the terms of this Agreement.
3. The time limits described in this Article may be extended or reduced by mutual agreement of the Association and the College.
4. Meetings and hearings under this procedure are not to be conducted in public and are to include only parties in interest and their designated or selected representatives.
5. All documents, communications and records dealing with the processing of a grievance will be filed as required in Article 7: Personnel Practices.
6. No reprisals of any kind will be taken by the employer or by any members of the Administration against any participant in the grievance procedure.

ARTICLE 14: FRINGE BENEFITS

A. Retirement

The College will pay the employee contribution for the Oregon Public Employees Retirement System (PERS) for each eligible employee.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions of the court for the College to pay the six percent (6%) employee contribution to PERS, then that sum will be contributed on behalf of the employee to a retirement benefit such as a state retirement account, district-approved TSA identified by the employee, or other individual retirement account.

B. Library Card, Swim Pass, and Athletic Facilities Use

Each employee will be issued a library card. Upon request, the College will provide a swim pass for employees, their spouses/domestic partners and their dependents through age 23.

Employees may use athletic facilities during times that are available for the staff and community. The College will determine the schedule of availability and may revoke this use in cases where there are safety or financial risks.

C. Tuition & Fee Waiver

Each employee will be eligible for a full tuition waiver, which is equivalent to 24 credits, for each term in which the employee is working for the College. Such waiver may be used for tuition for credit courses or the fee in lieu of tuition for non-credit courses (commonly called Fee B). Such tuition waivers are not cumulative. However, an employee may use a tuition waiver in the term immediately following the term in which the waiver was earned. Employees and their spouses/domestic partners will pay only course-specific fees.

Tuition waiver(s) may be assigned by the employee to their immediate family (to one or amongst the family) to be used in the term in which the waiver is earned by the employee or the term immediately following the term in which the waiver was earned. For the purpose of this provision, "Immediate Family" will be defined to include the employee's spouse, domestic partner, and children (custodial, non-custodial, adoptive, foster, biological, step-parent/child, child of employee's domestic partner) through the age of 23 who qualify as legal dependents.

D. Health Insurance

All employees may participate in health insurance through 100% self-pay. Employees on the Employee List may participate in health insurance through a College-provided subsidy.

1. During open enrollment or as a result of a qualifying event, part-time faculty and tutors are eligible to purchase health insurance through the Oregon Educators Benefit Board on a 100% self-pay basis.

2. The College will provide a health insurance subsidy under the following conditions:
 - a. For the 2021/2022 year, and each year of this agreement, the College will provide a total contribution of \$57,500 annually to subsidize premiums paid by employees who purchase OEBC medical insurance through the College. For each of the remaining years of this contract, the contribution will be increased by \$15,000 per year.
 - b. The monthly health insurance subsidy for each eligible employee will be 90% of the employee-only premium of the least expensive (non-HSA, if available) medical plan available through OEBC.
 - c. To qualify for this subsidy, employees must be on the Employee List, have accumulated at least 15 ILCs or 400 work hours during the lookback period of July 1 through June 30 of the previous academic year, and apply during the open enrollment period.
 - d. Should more employees qualify for, and wish to participate in, the subsidy than there are funds available, the total accumulated terms at the College will be used to determine those that will receive the subsidy.
 - e. Eligibility will be determined on an annual basis.
 - f. The College and the Association will meet by the end of July to discuss any change in the eligibility threshold for the following plan year. If changes are made, they will be communicated to the employees.
 - g. At the conclusion of each fiscal year, any money left over from the total College contribution specified in D.2.a will be divided equally among the current employees who are on the Employee List who are not receiving a subsidy as specified in E.2 and who have worked at least 100 hours or 4 ILC's during the concluding fiscal year.
3. Employees who obtained coverage through the Senate Bill 551 program and who lost coverage at the semiannual eligibility determination will be considered as having a qualifying event and will be eligible to apply mid-year for the subsidy in 14.D.2 if there are funds remaining.
4. Employees who purchase health insurance, whether at 100% self-paid as specified in D.1 or at reduced cost as specified in D.2 will be invoiced monthly by the College for their portion of health insurance premiums. Employees who do not make the required monthly payment toward premiums may have their coverage cancelled if payment is not received within 60 days of the monthly due date.
5. The health insurance plan year will run from October 1st through September 30th. Open enrollment will be offered one time per year prior to the October 1 start of the plan year.
6. The College and the Association will develop a process to implement and maintain these programs.

7. The insurance programs identified in this article will be provided only in accordance with the underwriting rules and regulations set forth by the OEGB. Nothing in this Agreement will change the interpretations, meanings, or intent of the provisions of the contracts between the College and OEGB. The College is not obligated under any circumstance to pay any expense not covered by the OEGB plan. Nothing in this Agreement, however, limits an employee's rights to appeal or otherwise challenge against the OEGB any interpretation, meaning, or intent of the provisions of any contract applied by OEGB.

E. Reporting Data for Student Loan Debt Forgiveness Programs

1. The College may be asked to report to third party agencies the number of hours worked to determine the eligibility of employees to have student loans adjusted, consolidated, refinanced, reduced or forgiven under programs such as, but not limited to, the Public Service Loan Forgiveness Program.
2. The College agrees to report all qualifying instructional and non-instructional hours as they are currently reported to PERS.

F. Retirement Deductions

The College will offer employees the ability to make voluntary contributions toward tax sheltered annuities (403(B)) and/or Oregon Growth Savings Plan (457) investment plans. These plans must be on the College's approved vendor list. Contributions will be calculated based on a percentage of income.

G. District Health Benefits Committee

A district health benefits committee serves as a common information source to the Association membership and all other groups for all represented and non-represented district-funded staff. The Association will participate in and appoint up to two of its members to serve on the committee as non-voting members. The committee cannot make changes to benefits but is for information dissemination and the collection and consideration of plan/benefits options.

ARTICLE 15:

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION, AND DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

The College and the Association are committed to maintaining a respectful working and learning environment with a zero tolerance policy regarding all forms of discrimination or harassment. It will be the responsibility of all college members to maintain a work and educational environment that is free from such harms.

A. Equal Employment Opportunity

The College and the Association are in agreement with the policy and practice of providing equal opportunity and consideration to all candidates for employment and to all employees, irrespective of age, gender, race, color, religion, physical or mental disability, national origin, marital status, sexual orientation, pregnancy, veteran's status, familial relationship, expunged juvenile record or other status or characteristic protected by law or association with individuals in such protected status or characteristic.

B. Reasonable Accommodations

The College and the Association will cooperate in making reasonable accommodations to applicants and employees with disabilities.

C. Academic Freedom

The academic environment is one where the exploration of ideas and material is expected and encouraged. At times, this exploration may cause discomfort.

Even though someone may feel uncomfortable, it does not necessarily mean they are being discriminated against or harassed. However, in those cases where a person feels they are discriminated against or harassed, the following processes may be used.

D. Discrimination/Harassment

1. No part of this article is meant to limit an individual's right to access legal processes regarding discrimination/harassment.
2. The following definitions will be used when addressing complaints under this article:
 - a. Discrimination is a legal term referring to conduct that treats an individual unfairly or differently based on a protected class as described in A above.
 - b. Harassment is a form of discrimination based on a protected class as described in A above, including any conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment or of unreasonably interfering with an individual's performance as an employee, student, College visitor, or member of the College community.
 - c. Sexual harassment is a legal term referring to any unwelcome sexual advances, requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature.

- d. As of the ratification of this contract, these definitions are in effect. In cases where these definitions are superseded by legal definitions, the law will take precedence.
3. Employees Subjected to Discrimination/Harassment
- a. Any employee who believes themselves to be subjected to discrimination/harassment is not required to, but may discuss the matter with the respondent. If the concern is not resolved informally, the employee may make a formal complaint either orally or in writing with the Associate Vice-president of Human Resources or Affirmative Action Officer.
 - b. At the request of the employee, an Association representative will be included to support the employee through the process.
 - c. Complaints will follow the process in Section 5 and/or 6 below.
4. Employees Accused of Discrimination or Harassment
- a. The just cause and discipline provisions contained in this agreement will apply to the complaint investigation and resolution process. In consultation with Human Resources, the supervisor will be responsible for corrective action, if deemed necessary. In the event such corrective action includes removal from the list or termination, the employee will have recourse to appeal the action through the grievance procedure. If the procedures in this article are not followed, the employee may seek recourse through the grievance procedure.
 - b. Employees accused of discrimination/harassment may have an Association representative to support the member throughout the process.
 - c. An employee acting appropriately and within the scope of their duties will be represented by the College's legal counsel in any legal proceeding arising out of a complaint of discrimination/harassment.
 - d. If a complaint of discrimination/harassment is received and it is determined that an investigation is necessary, the employee accused of discrimination/harassment will be notified, in writing, within ten (10) working days, of the receipt of that complaint.
 - e. If the complainant insists upon anonymity, a respondent has the right to review relevant documentation, review any evidence used in the investigation or subsequent actions, review all charges against them, and to respond to the allegations prior to any final determination. These documents may be redacted of identifying information if necessary to protect the identity of an accuser who prefers to remain anonymous.
 - f. If a complainant is not insisting upon anonymity, an employee whose actions are the subject of a complaint will be provided an opportunity to learn the identity of their accuser, review relevant documentation, review any evidence used in the investigation or subsequent actions, review all charges against them, and to respond to the allegations prior to any final determination.

- g. An employee who is accused of discrimination/harassment will be treated with courtesy and respect. The respondent will be considered innocent until a final determination can be made regarding the allegations.
- h. Paid administrative leave is a non-disciplinary measure and may be exercised at management's discretion at any time throughout the investigation process.
- i. If an investigation is begun and dropped, the Associate Vice-president of Human Resources and/or Affirmative Action Officer or designee will notify the employee of the decision to terminate the investigation.
- j. Complaints will follow the process in Section 5 and/or 6 below.

5. Informal Resolution

Individuals are not required to discuss the complaint informally with the respondent. The concerned parties are encouraged to attempt an informal resolution on their own, but they are urged to contact the appropriate dean, manager, administrator, Affirmative Action Officer, or the Office of Human Resources for assistance, if needed. The informal process may include meeting with the concerned parties, appropriate College staff and others involved in the alleged incident.

If the concern is not resolved informally, the complainant may submit their complaint to the Affirmative Action Officer or the Office of Human Resources for formal processing.

6. Formal Procedure for Filing a Complaint

The Associate Vice-president of Human Resources or Affirmative Action Officer will see that complaints are investigated in a fair and unbiased manner; that complainants are encouraged to resolve their complaints informally where reasonable; that advisors and legal counsel are consulted if necessary; and that a final determination is made.

- a. Anyone who believes they have been subjected to discrimination/harassment is encouraged to submit the complaint as close to the time of the incident as possible.
- b. The Associate Vice-president of Human Resources or designee or the Affirmative Action Officer or designee will be notified immediately by any employee who receives a complaint of discrimination/harassment.
- c. The Affirmative Action Officer or Associate Vice-president (or designee) will complete an investigation within thirty (30) working days after receipt of the complaint. The timeline for completing an investigation may be extended by up to five (5) working days when the investigation experiences a delay related to collecting supporting documentation, or contacting or scheduling time to meet with the complainant, the respondent, witnesses, or others involved in the alleged incident(s). The investigator will investigate the complaint using a variety of means including, but not limited to, meeting

with the complainant, the respondent and others involved in the disputed incident, as well as collecting supporting documentation.

- d. Within five (5) working days of the completion of the investigation, the Investigator will provide both a summary report and the full investigation report to Human Resources. Within five (5) working days of the completion of the summary report and full investigation report, Human Resources will provide the summary report, which will include the investigatory findings for each of the allegations, to the respondent.
- e. In cases where the summary report shows all allegations are unsubstantiated, the matter ends.
- f. In cases where the summary report shows one or more allegations have been substantiated, within ten (10) working days of the respondent's receipt of the investigator's reports, the Supervisor in consultation with Human Resources will decide on the final outcome, which may or may not include disciplinary action.
- g. If the final outcome includes discipline, the Association may submit a records request to obtain information related to the discipline in accordance with the Oregon Public Employees Collective Bargaining Act.
- h. Within ten (10) days after the conclusion of this matter, the College will attempt to contact the accuser to inform them of the findings of the investigation.

7. No Retaliation for Filing Complaint in Good Faith

No employee will be fired, disciplined or in any other way retaliated against for having filed a complaint in good faith about possible violations of law and/or College policy, for requesting information, for cooperating in an investigation or otherwise participating in the investigation, whether or not the charges were sustained. An accusation of retaliation will follow the procedures for discrimination described in this article.

However, false allegations of discrimination and harassment are as serious a matter as discrimination and harassment, and anyone filing a willfully false, misleading or retaliatory complaint is subject to discipline up to and including termination.

8. Confidentiality

Any investigative procedure is intended to be as confidential as practical. However, complete confidentiality is not possible in the context of a complaint because discussion of allegations is necessary during the investigation process, and these matters may become subject to possible future legal action.

9. Records

The complaint and all investigatory documentation, as well as a report of any findings and/or actions taken will be filed separately in the Human Resources Office in a secured filing cabinet; electronic copies may also be saved in a

secure environment. Access to and disclosure of these records will be strictly limited to the employee, the supervisor, the Associate Vice-president of Human Resources or designee, and the College President or designee, when the investigatory findings result in disciplinary action against the employee. These records will not be released to anyone else except with prior written permission of the employee, or unless otherwise required by state or federal law or court order. All individuals given access to the records will be logged on the record jacket by name and date. If disciplinary action is taken and a record of the action is in the personnel file, regular rules governing personnel files will apply. Records will be kept in accordance with state and federal laws.

ARTICLE 16:

FUNDING

A. Procedures

The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens.

B. Compensation

All such compensation is therefore contingent upon sources of revenue and, when applicable, voter approval of College operating levies for property taxes. The Board has no intention of reducing the compensation specified in this Agreement because of budgetary limitation but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Board agrees to include in its budget request amounts sufficient to fund the compensation provided by this Agreement but makes no guarantee as to passage of such budget requests by voter approval thereof, if such requests become necessary.

C. Closure

If the College is closed for lack of funds or for any reason a closure results in loss of funds, no member of the bargaining unit will be entitled to any of the monetary benefits provided in this Agreement for the period of time the College is closed.

ARTICLE 17: SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, compliance with the remainder of this Agreement will not be affected thereby, and upon the request of either the Board or the Association, the parties will enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 18: SALARY

A. ILC Instructors

An ILC instructor's salary level will be based on their educational level and total accumulated ILCs as part-time instructors at the College. Effective July 1, 2021, the placement for ILC Instructors will be as follows:

<u>Level</u>	<u>Accumulated ILCs</u>	<u>\$ Per Term Per ILC</u>
1	0 – 44.9	\$760.72
2	45 – 89.9	\$794.96
3	90 – 134.9	\$830.74
4	135 – 179.9	\$868.12
5	180 – 224.9	\$907.19
6	225 – 269.9	\$948.01
7	270 – 314.9	\$990.68
8	315 – 359.9	\$1035.26
9	360 or more	\$1081.85

The initial placement for each employee will be based on the following criteria:

Instructors who have a Masters' degree (or higher) in the discipline or a Masters' degree plus 24 graduate credit hours in the discipline to be taught at the College, or at least 15 years of experience in the relevant field for professional/technical instructors will be placed at level 2 (with the employee remaining at that level until reaching 90 ILCs).

The College may place an individual instructor at one higher level than the initial placement criteria if the College believes such higher placement is warranted. The employee will remain at that level until the next level's minimum ILCs have been accrued.

On July 1, 2022 and each successive July 1 of this contract up through July 1, 2025, a new level will be added. Each new level will continue the parameters of the above table with 45 additional accumulated ILCs needed to progress from one level to the next and a salary that is 4.5% above the previous step.

B. Community Education Instructors

Effective July 1, 2021, Community Education instructors will be paid the following hourly rates:

<u>Level</u>	<u>*Accumulated Work Hours</u>	<u>Lecture/Demonstration</u>	<u>Lecture/Discussion</u>
1	0 – 1000	\$36.48	\$44.22
2	1001 – 2000	\$38.14	\$46.21
3	2001 or more	\$39.85	\$48.28

Those Community Education instructors who are employed as of Winter Term 2000 at the lecture/discussion rate will continue at that rate. The parties acknowledge, however, that the College may determine whether any new employees will be hired at the lecture/discussion rate.

C. ABE, GED, ESL Instructors

Effective July 1, 2021, instructors in the ABE, GED and ESL programs will be paid the following hourly rates:

<u>Level</u>	<u>*Accumulated Work Hours</u>	<u>ABE, GED, ESL Instructors</u>
1	0 – 1000	\$69.19
2	1001 – 2000	\$73.09
3	2001 – 3000	\$76.36
4	3001 – 4000	\$79.80
5	4001 – 5000	\$83.38
6	5001 – 6000	\$87.12
7	6001 – 7000	\$91.04
8	7001 – 8000	\$95.14
9	8001 or more	\$99.42

On July 1, 2022 and each successive July 1 of this contract up through July 1, 2025, a new level will be added. Each new level will continue the parameters of the above table with 1,000 additional accumulated work hours needed to progress from one level to the next and a salary that is 4.5% above the previous step.

The first time a part-time instructor team teaches an I-BEST content course, the instructor will receive 10 hours to collaborate with the content instructor throughout the term at the rate specified in 18.H.2.b. The second time a part-time faculty member team teaches an I-BEST content course, the instructor will receive 5 hours to

collaborate with the content instructor throughout the term at the rate specified in 18.H.2.b.

D. Tutor I's

Effective July 1, 2021, the following rates will apply to Tutor I's

<u>Level</u>	<u>*Accumulated Work Hours</u>	<u>Tutor I's</u>
1	0 – 1000	\$21.22
2	1001 – 2000	\$22.17
3	2001 – 3000	\$23.17
4	3001 or more	\$24.22

At time of ratification, currently employed Tutor I's will remain at their current pay rates (red-circled) and will not receive any increases until such time as the pay schedule in D above exceeds their current rates.

E. Hourly Instructors and Tutor II's

Effective July 1, 2021, the following rates will apply to Hourly Instructors and Tutor II's.

<u>Level</u>	<u>*Accumulated Work Hours</u>	<u>Hourly Instructors</u>	<u>Tutor II's</u>
1	0 – 1000	\$35.40	\$28.08
2	1001 – 2000	\$37.00	\$29.60
3	2001 – 3000	\$38.75	\$30.94
4	3001 or more	\$40.50	\$32.32

*Accumulated since September 1984. Placement levels will change only at the beginning of a term.

On July 1, 2024, a new level will be added. That new level will continue the parameters of the above table with 1,000 additional accumulated work hours needed to progress from one level to the next and a salary that is 4.5% above the previous step.

F. Online Learning, Faculty Academy and Part-time Faculty Certification Funds

The College and the Association recognize that design and development of courses which integrate technology and are delivered in an online or hybrid format, may require additional professional development. We also recognize that part-time faculty with this experience may also require additional professional development to aid in adapting to MHCC learning platforms. To meet these needs, the College will provide training opportunities that assist faculty in designing and offering quality, engaging

courses that meet accreditation standards and other requirements.

1. Online Learning Advisory Committee (OLAC)

The OLAC may meet each term to review online learning best practices, to review training practices, and to advise the Online Learning Department of recommendations from faculty. The OLAC will report to the appropriate instructional administrator. In addition to full-time OL faculty, the OLAC will consist of a minimum of one part-time faculty who teaches through online learning (appointed by the Association).

This committee will provide reports to the PFTA's Steering Committee.

2. Online Learning Certification

- a. Part-time Faculty who choose to develop and teach online learning courses and/or sections will be required to take the appropriate training as determined by the College. The College will deliver modular training in pedagogical best practices and use of technology, including developing courses using the College-approved and supported learning management system. Upon completion of the Online Learning training, part-time faculty will be required to demonstrate the ability to incorporate appropriate technologies and pedagogical best practices into online courses. Training and course development must be completed the term before it is delivered unless otherwise approved by the Director of Online Learning.
- b. A course may be cancelled if the faculty training has not been completed and the course has not been developed.
- c. Any recommendations for changes to the training structure and compensation for training will be forwarded to the PFTA's Steering Committee for approval.

3. Online Learning Certification Application Process

- a. In applying for Online Learning Certification, a part-time instructor will complete an application form, which will be reviewed and signed by the part-time instructor's dean and the Director of Online Learning. Prior to beginning study, each part-time instructor will receive an assessment of their skills, a list of modules to be completed, and the stipend amount which will be paid upon completion of those modules. The College will make a good faith effort to notify instructors with complete applications whether their applications have been approved before the start of the term in which they anticipate participating in the Online Learning Certification. Within this notification instructors whose applications were denied will receive the reasoning behind the denial.
- b. Part-time faculty who apply to teach through online learning will be required to identify their personal technology resources (e.g., home or laptop computer, required software) during the initial application process. It is anticipated that the majority of instructors will have the necessary tools to

teach online learning courses. However, if the College requests an instructor to teach a course that requires specific software/hardware they do not currently own, the College will make available the required components during the term the course is offered.

4. Online Learning Certification Compensation

- a. Part-time faculty will receive compensation for online learning certification training at the rate of \$1,000. Faculty may receive up to an additional \$1,000 for successfully completing additional trainings.
- b. For the first-time online instructor:
 - i. The first time a part-time instructor with no prior online teaching experience at MHCC teaches an online MHCC course, they will receive a monetary stipend through project agreement equivalent to 0.25 per ILC at Level 7 on the part-time salary schedule.

G. Substitute Assignments

Effective July 1, 2021, an ILC Instructor who is assigned as a substitute will receive the following rates according to their level:

Level 1	\$68.47
Level 2	\$71.55
Level 3	\$74.76
Level 4	\$78.13
Level 5	\$81.65
Level 6	\$85.32
Level 7	\$89.16
Level 8	\$93.17
Level 9	\$97.37

These rates are 9% of the ILC rates in Article 18.A and will be adjusted annually to retain that proportional relationship.

- 2. An hourly instructor who is assigned as a substitute will receive their regular hourly rate.
- 3. Beginning with the sixth class hour in a substitute position, the employee will be paid at their regular rate or at the rate of the employee being replaced, whichever is higher. If the employee being replaced is a member of the full-time faculty bargaining unit, then the rate of pay for the substitute employee will be based on the terms and conditions of the full-time faculty contract.

H. Curriculum Assignments and Other Non-instructional Work

1. The College will designate \$5,000 per year during the life of this contract to be used for professional development by part-time faculty for workshops, seminars, classes, conferences, etc. At the conclusion of each fiscal year, any remaining funds from this professional development fund will be rolled over to the next fiscal year. Requests to use this money will be submitted for approval to a committee composed of the Association president and vice president and an individual designated by the College president.
2. Professional Duties
 - a. ILC, ABE, GED and ESL instructors are required to participate in up to a maximum of two hours per term of professional duties, which may include curriculum development, program coordination, division or departmental meetings, in-service or other similar professional development assignments that are requested by the College.
 - b. Employees required to participate in more than the required hours will be paid at a flat rate of \$32.00.
3. Office Hours
 - a. An office hour is understood to be a regularly scheduled time the employee is available for student consultation outside the scheduled class time. Both face-to-face and virtual office hours are encouraged. Other methods of holding office hours may be used with approval of the dean/direct supervisor.
 - b. Employees are required to hold office hours at the following rate:
ILC Instructor*: 1/3 hour per week, per ILC – not including Special Loading factors in Art 10.H.
*Lab instructors are not required to hold office hours.
ABE/GED/ESL: 1/3 hour per week for each two (2) hours of instruction.
 - c. No additional office hours will be paid.

I. Frequency of Pay

Employees will receive at least two paychecks per month.

J. Cancellations

1. Notice of Class Cancellation After Course Has Begun. The College will notify an employee whether their class will be canceled by the end of the second week of the course. If the class continues, the employee will continue to teach the class and will be compensated in accordance with Article 10, including Section I. If the class is cancelled, the employee will be paid for those class sessions taught through the date of the cancellation notice.
2. Notice of Class Cancellation Before Class Has Begun. The College will make good-faith, reasonable efforts to notify an instructor whether their class will be

canceled at least ninety-six (96) hours before the class is scheduled to be held. If the College does not notify an instructor at least ninety-six (96) hours before the class, the employee will be paid for that first class session. The employee may be required by the College to meet with the first session of the class.

3. Course Preparation When a class of two (2) or more credits is canceled or reassigned within one week (7 calendar days) before the first class session and the affected employee has not been or is not assigned another section of the same course, the employee will be paid three (3) hours of class preparation time at the rate in 18.H.2.b. This is in addition to any payment as a result of Article 18.J.2.

K. Adjustment for Successive Years

1. On July 1, 2022, the above rates specified in sections A, B, C, D, and E will be increased by a percentage equal to the Annual CPI-U, West Region for February of that year, but no less than 3% and no more than 4%. Sections A and C will receive an additional 2% market comparability adjustment.
2. On July 1, 2023, the above rates specified in sections A, B, C, D, and E will be increased by a percentage equal to the Annual CPI-U, West Region for February of that year, but no less than 3% and no more than 4%. Sections A and C will receive an additional 2% market comparability adjustment.
3. On July 1, 2024, the above rates specified in sections A, B, C, D, and E will be increased by a percentage equal to the Annual CPI-U, West Region for February of that year, but no less than 3% and no more than 4%. Sections A and C will receive an additional 2% market comparability adjustment.
4. On July 1, 2025, the above rates specified in sections A, B, C, D, and E will be increased by a percentage equal to the Annual CPI-U, West Region for February of that year, but no less than 3% and no more than 4%. Sections A and C will receive an additional 2% market comparability adjustment.
5. On July 1, 2026, the above rates specified in sections A, B, C, D, and E will be increased by a percentage equal to the Annual CPI-U, West Region for February of that year, but no less than 3% and no more than 4%. Sections A and C will receive an additional 2% market comparability adjustment.

L. Total Compensation Survey

By October 31, 2026 the parties agree to begin meeting to determine the parameters for a total compensation market survey. The survey will be completed no later than January 31, 2027. The information from the survey will be shared with the members of the PFTA Executive Committee and the President's Cabinet by February 15, 2027, after which it will be generally published and available on the MHCC webpage.

ARTICLE 19: TERM OF AGREEMENT

A. Duration

The Agreement will be effective upon ratification by both parties; will be binding on the Board, the Association and its members; and will remain in full force and effect through June 30, 2027.

B. Negotiations

The parties agree to commence negotiations on a successor Agreement no later than April 1, 2027.

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