

COLLECTIVE BARGAINING AGREEMENT

Between

The

STATE OF OREGON

Acting By and Through The

STATE BOARD OF HIGHER EDUCATION

On Behalf of

SOUTHERN OREGON STATE COLLEGE

And

ASSOCIATION OF PROFESSORS: SOUTHERN OREGON STATE COLLEGE

PREAMBLE

SECTION A.

This agreement entered into as of the _____ day of _____, 1979 is between the State of Oregon, acting by and through the State Board of Higher Education as defined by ORS 351.010 and ORS 351.070 on behalf of Southern Oregon State College (hereinafter called the "COLLEGE") and the Association of Professors, Southern Oregon State College (hereinafter called the "ASSOCIATION"), as the exclusive bargaining agent for the faculty members described in Article 2.

SECTION B.

The basic functions of instruction, research, community and professional service at Southern Oregon State College are performed by a community of men and women who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service, and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities.

SECTION C.

The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce, repeatedly or deliberately, matter into his teaching which has no relation to his subject.

SECTION D.

Without imposing any financial burden or other obligation on the "COLLEGE" to sponsor or publish, the teacher is entitled to full freedom of research and publication.

SECTION E.

The college teacher is a citizen, a member of a learned profession, and a professional educator. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline. In the exercise of this freedom of expression, and as a person of learning and a professional educator,

he should remember that the public will judge his profession and his institution by his utterances and actions. He should at all times strive to be accurate, should exercise appropriate restraint, show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1
DEFINITIONS

SECTION A.

As used in this Agreement and except as its context may otherwise require:

1. "OSBHE" and "BOARD" means the Oregon State Board of Higher Education and its agents.
2. "The ASSOCIATION" means the Association of Professors at Southern Oregon State College.
3. "MEMBER" means a public employe who is included in the bargaining unit, as defined in Article 2.
4. "COLLEGE CAMPUS" means the Southern Oregon State College campus, located in Ashland, Oregon.
5. "SOSC" means Southern Oregon State College of the Oregon State System of Higher Education.
6. "ERB" means the Employment Relations Board of the State of Oregon.
7. "UNIT" or "BARGAINING UNIT" means the employes, collectively, included in the bargaining unit, as defined in Article 2.
8. "DEPARTMENT" means an academic department and the Library within Southern Oregon State College of the Oregon State System of Higher Education.
9. "AGREEMENT" means all of the definitions, provisions and terms agreed to by the two parties, as set forth in this contract.
10. "OSSHE" means the Oregon State System of Higher Education.
11. "ASSOSC" means the Associated Students, Southern Oregon State College.

ARTICLE 2
RECOGNITION

SECTION A.

The Association of Professors, Southern Oregon State College is recognized and shall serve as exclusive bargaining representative of all employes in the bargaining unit as hereinafter described except those who are or hereafter may be excluded in accordance with the rules of the Employment Relations Board or by agreement of both parties.

SECTION B.

The bargaining unit shall consist of all persons who hold appointments at Southern Oregon State College with the rank of professor, associate professor, assistant professor or instructor, and whose employment during the nine month academic year is at least .50 full-time equivalent (persons must be at least half-time employes) and who spend at least 75 percent of that employed time in college level teaching and/or research activities (including employes with the title of department chairperson, division coordinator and counselor). For the purposes of this description, the activities of library personnel holding academic rank are considered to be teaching and/or research. Persons whose positions are contracted solely through the SOSC Office of Continuing Education are excluded.

SECTION C.

Without determining whether the positions fall within the description of Section B of this Article, and for the purpose of clarity, the incumbents in the following positions are specifically excluded from the bargaining unit:

1. President
2. Assistant to the President
3. Secretary to the President
4. Dean, Associate Dean and Assistant Dean
5. Director, Associate Director and Assistant Director
6. Division Chairman

7. Business Manager
8. Budget Officer
9. College Physician
10. Registrar

SECTION D.

Notwithstanding the provisions of ORS 243.692, in the event a system-wide bargaining unit for faculty is determined to be appropriate by the Legislature or a court, then this Agreement shall not serve as a bar to the inclusion of bargaining unit members covered by this Agreement in such a systemwide unit. Southern Oregon State College unit members shall be eligible to vote in such a systemwide representation election and, should a bargaining agent be selected, shall participate in collective bargaining on a systemwide agreement. Should no such systemwide bargaining agent be selected, the legal status of the "ASSOCIATION" and this Agreement shall not be affected. This Agreement between the "COLLEGE" and the "ASSOCIATION" shall be superseded by a systemwide agreement, should one be reached, upon the effective date of the latter.

ARTICLE 3 ASSOCIATION SECURITY

SECTION A. Dues Deduction

Upon written request, on a form to be provided by the Board, members of the "ASSOCIATION" may have regular monthly dues deducted from their paychecks. Such deduction will continue until the "COLLEGE" has been notified in writing, by the member, that the deduction is to be terminated. The "COLLEGE" will, in the month following the deduction, pay to the Treasurer of the "ASSOCIATION" the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

SECTION B. Fair Share

The "ASSOCIATION" may hold a secret mail ballot election among members of the bargaining unit to determine if a majority of members wish to institute

a fair share provision as a part of this Agreement. The "ASSOCIATION" shall certify the results of the election to the "COLLEGE". If the result is affirmative, the "COLLEGE" shall deduct from the salary of each person in the bargaining unit who is not a member of APSOSC an amount equal to 100 percent of the regular dues of APSOSC, such an amount having been agreed upon as the reasonable cost of the "ASSOCIATION" for negotiations and contract administration on behalf of those who are not members of the "ASSOCIATION". Such deductions shall be made in the manner described in Section A of this article.

Rights of non-association of employees based on religious tenets or conscience shall be protected. Such employee shall pay the fair share amount to a non-religious charity in accordance with the applicable procedures in ORS 243.666.

SECTION C. Institutional Information

Upon written request to the Dean of Administration, signed by the President of the "ASSOCIATION", or his designee, the "COLLEGE" will provide to the "ASSOCIATION" a copy of official published records, files, studies and other papers which are public records, but excluding working papers and other material exempted by state law or presently exempted by the Administrative Rules of the State Board of Higher Education. Copies will ordinarily be furnished without charge, but the "COLLEGE" reserves the right to make charges reasonably calculated to recover its file search and reproduction costs.

The "COLLEGE" will also provide to the "ASSOCIATION", in advance of meetings of the State Board of Higher Education or its standing committees, agenda which contain any proposed changes to its Administrative Rules.

SECTION D. Reduction of Duties

Up to six members of the "ASSOCIATION" negotiating team shall be released from all assignments other than the teaching of the regular instructional load, advising students, and keeping required office hours one month prior to negotiations and during the period of active contract negotiations.

SECTION E. Association Communications and Use of Facilities

1. The "COLLEGE" will designate bulletin board space for the use of the "ASSOCIATION" in each of the major academic buildings on the SOSC campus for use by the "ASSOCIATION" in communicating with employes in the unit.
2. The "ASSOCIATION" shall be allowed the use of the facilities of the "COLLEGE" for meetings, through standard scheduling procedures when such facilities are available and the meetings would not conflict with the business of the "COLLEGE".
3. The "ASSOCIATION" shall have reasonable access to existing telephone services (excluding use of tie-lines), its intra-campus mail distribution facilities, and its spirit process duplicating and copying facilities. The "ASSOCIATION" shall reimburse the "COLLEGE" for its use of "COLLEGE" supplies, services, photocopying, postage and long distance telephone charges at rates customarily charged by the "COLLEGE".
4. The "COLLEGE" will make available to the "ASSOCIATION" an office in a convenient location, furnished and serviced commensurate with those of faculty generally. The "ASSOCIATION" will reimburse the "COLLEGE" for its utilities and janitorial costs at the standard rate as calculated annually.

SECTION F. Non-Jeopardy

The "COLLEGE" and the "ASSOCIATION" recognize the right of each member of the bargaining unit to join or refrain from joining the "ASSOCIATION", and neither the "COLLEGE" nor the "ASSOCIATION" will discriminate against any employe because of his membership or non-membership in the "ASSOCIATION".

ARTICLE 4 MANAGEMENT RIGHTS

Except as abridged by this Agreement, the "COLLEGE" retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and the Administrative

Rules of the Oregon State Board of Higher Education.

Without limiting the generality of the foregoing, as used herein the rights of management include (but are not limited to) the right to: administer the "COLLEGE"; in consultation with the departments, schedule class hours and establish or modify class schedules; institute procedural changes which are not inconsistent with this Agreement; direct the faculty and staff, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employe; and determine the physical location of departments, divisions, and activities.

Other rights include (but are not limited to) the right to determine financial policy, including accounting procedures and reports; determine the administrative organization of the "COLLEGE" including determining the necessary number of administrative and supervisory personnel and prescribing their duties and responsibilities; determine the size and characteristics of the faculty; determine the allocation and assignment of work to faculty members, including off-campus assignments which are not inconsistent with this Agreement; determine the control and use of "COLLEGE" buildings, property, materials, and equipment; and determine health, safety, and property protective measures and procedures.

Additional examples of management rights include (but are not limited to) the right to obtain detailed supporting documentation from those making recommendations to division chairpersons, deans, and the President for appointments, promotions, and awards of indefinite tenure; in consultation with the faculty, develop and implement a system of faculty evaluations, including specific provisions for student participation; determine degree programs, course offerings, and degree requirements; and determine ancillary services to be rendered by the "COLLEGE".

ARTICLE 5 FACULTY GOVERNANCE

It is agreed that the Constitution and Bylaws of the Southern Oregon State College faculty shall remain in existence for the duration of this Agreement. Proposed changes in the Constitution and Bylaws shall continue to be subject to the approval or veto of the "COLLEGE" President and shall not be

subject to further negotiations. However, any alleged misapplication or misinterpretation of the Constitution or its Bylaws or of this Article shall not be made subject to the grievance and arbitration provision as contained in Article 15 of this Agreement.

ARTICLE 6 STRIKES

The "ASSOCIATION", on behalf of its officers, agents, affiliates and members agrees not to participate in or sanction any strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work or picketing during the term of this Agreement. In the event of a violation of this article, the "ASSOCIATION", upon the request of the "COLLEGE", shall immediately use its best effort to effect the return to normal work routine of the involved employees. The "COLLEGE'S" request of the "ASSOCIATION" shall not in any way be a limitation of the "COLLEGE'S" right to any other remedy to which by law or equity it is entitled for such violation(s), including damage action and disciplinary action such as loss of pay, suspension or discharge.

ARTICLE 7 DEPARTMENTAL CHAIRPERSONS: DUTIES

The duties of the departmental chairperson are generally limited to coordination and implementation of departmental decisions, and responding to administrative direction. Such duties include but are not limited to:

1. Initiating or responding to requests for department recommendations to division chairmen (or other administrative officers designated by the President) on such matters as salary adjustments, appointments of new faculty, promotion, tenure, termination, budget requirements, course scheduling, teaching assignments, etc.

2. Acting as liaison between the department and administrative officers on curricular and other academic matters.
3. Generally acting as coordinator and communicator of departmental activities.

Recognizing that certain duties other than teaching may bring entitlement to released time, the President will, after study and consultation, grant appropriate released time to chairpersons. Such released time shall be in accordance with past practices.

ARTICLE 8 PROFESSIONAL DEVELOPMENT OF FACULTY MEMBERS

Section A. Action on Recommendations of Professional Development Commission

The "COLLEGE" recognizes that it shares with its faculty the responsibility for the development and improvement of faculty performance. The "COLLEGE" and the "ASSOCIATION" support the principle of continuing professional development of faculty and the improvement of instruction.

To this end, the "COLLEGE" will allocate \$20,000 for 1979-80 and \$20,000 for 1980-81 for the purpose of Professional Development. Priority shall be given to those recommendations relating to course revision, improvement of teaching methodology and skills, updating faculty in their disciplinary fields, retraining faculty for new assignments, the providing of instructional resource materials and consultation, and the development of interdisciplinary courses. The funds shall be distributed by the President upon recommendation of the Instructional Council, which shall base its recommendations upon the report of the Development Commission and addressing the priorities noted above.

It is expressly understood and agreed that the funds currently allocated to the Instructional Council are a part of, and not in addition to, the \$20,000 per year allocated in this Section for Faculty Professional Development.

SECTION B. Travel to Professional Meetings

The "COLLEGE'S" allocation for travel support of members to out-of-state professional meetings will be \$7,000 for 1979-80 and \$7,000 for 1980-81. There will be separate accounting for these expenditures.

The allocation and management of these funds shall be in accordance with the following guidelines:

1. Of the \$7,000 provided each year, \$5,000 shall be distributed among the departments on the basis of the ratio that members' FTE in each department bears to the total of members' FTE in the "COLLEGE". Funds allocated in this sub-section may be used to support travel for faculty either attending or participating in a professional meeting. Allocation of funds from this sub-section to individual faculty members shall be subject to departmental procedures regarding eligibility, amount and priority.
2. Of the \$7,000 provided each year, \$2,000 shall be administered by the "COLLEGE" following established procedures for the specific purpose of supporting travel and per diem expenses of members who can show evidence of being participants in (presenting a paper, participating on a panel, etc.), as distinguished from merely attending, a professional meeting. Members eligible for funds from this sub-section may request them in addition to or in lieu of funds provided by sub-section 1 of this section. There shall be no requirement that funds from this sub-section be distributed equally among departments, except that any funds from this sub-section which are unencumbered on March 1 of each year shall be distributed to departments on the basis and for the purposes provided in sub-section 1 of this section.

ARTICLE 9 ACADEMIC TENURE

SECTION A. Status of Administrative Rules

With respect to tenure, members are governed by Section 41.105 through

41.150 of the Administrative Rules of the Oregon State Board of Higher Education, including amendments or additions thereto as may be adopted from time to time. However, amendments or additions to the Administrative Rules concerning tenure will not apply to members until this particular bargaining agreement expires. Nothing in this article shall be construed as limiting OSBHE in any manner in their adopting amendments or additions to said Administrative Rules.

SECTION B. Fixed-Term Appointments

1. Periodic Review of Status.

When a member is employed by a fixed-term appointment (non-tenure track), the "COLLEGE" shall conduct a periodic review of the member's position at least once every two years for the following purposes:

- a. To determine if the position held by the member should be a tenure track position.
- b. If it is determined that the position should be on the tenure track, the incumbent member shall be considered for a tenure track appointment. If the member is moved to the tenure track, all consecutive years of service to the "COLLEGE" by the member as a fixed-term employe up to a maximum of five (5) years, shall be counted for purpose of being considered for indefinite tenure under the Administrative Rules.

2. Non-Renewal of Fixed-Term Appointments.

A member employed on a fixed-term appointment shall be notified no later than April 15 if his appointment is not to be renewed for a succeeding one-year term. Failure of the "COLLEGE" to notify a member of the non-renewal of his appointment by April 15 shall be interpreted as an offer to renew the appointment, which the member may accept or reject by written notice to the "COLLEGE" no later than May 15. If the "COLLEGE" does not receive the member's written acceptance by May 15, the offer shall be considered to have been withdrawn and the "COLLEGE" shall have no further obligation to re-employ such member.

A member who has been continuously employed in the same department on a fixed-term basis for six academic or fiscal years, and who is to be continued in employment thereafter, will be offered a fixed-term appointment of three years duration.

3. Academic Freedom.

Members on fixed-term appointments have the same rights of academic freedom as do members with indefinite tenure.

ARTICLE 10 REDUCTIONS

SECTION A. Reduction Procedures

In the event of financial exigency, budget reductions, program reductions or program elimination, the President shall determine the number of positions to be eliminated. The President shall seek advice from a variety of sources and shall tentatively identify the programs or departments where positions are to be eliminated. The President shall notify program directors or departmental chairpersons involved of the impending action, shall furnish a list of factors to be considered in reaching his final decision and shall give program directors and departmental chairpersons a reasonable period of time in which to submit to him statements concerning the impact of the impending action on the program or department. Impact statements submitted shall be made available to other departments upon their request. After considering the impact statements, the President shall make his final decision regarding the number and programs or departments where positions are to be eliminated. The President shall publish internally his decision, to be accompanied by a brief statement concerning the rationale for the program or departmental selection.

Program directors and departmental chairpersons shall make timely recommendations regarding the members or positions to be terminated, or at the request of the department, the President, after such consultation as he might deem necessary, shall make a timely decision regarding the members or positions to be terminated.

SECTION B. Terminations and Furloughs

When the member whose position is to be eliminated has been identified, program directors and departmental chairpersons shall make one of the following recommendations in a timely manner:

1. For faculty on yearly tenure:
 - a. The member is to be given timely notice and thereby terminated except in the case of financial exigency where timely notice is waived, or
 - b. The member is to be given the equivalent of timely notice and placed on furlough status until September 15, 1981, except in the case of financial exigency where timely notice is waived.
2. For faculty on indefinite tenure, the member is to be given the equivalent of timely notice and placed on furlough status until September 15, 1981, except in the case of financial exigency where timely notice is waived.

A member on furlough status shall have all the rights and privileges of a member on official leave without pay, except that the "COLLEGE'S" obligations to re-employ are specifically limited to the conditions set forth below, other rules, agreements or understandings notwithstanding.

If a position becomes vacant in the program or department from which a member has been furloughed and the position is to be filled, a member who is fully qualified to fill the vacant position shall be offered reemployment at a salary rate not less than that which he was receiving at the time he was furloughed.

Before a member is furloughed, the implications of such status shall be fully explained to the member by the President's designee and the member shall make written acknowledgment of the information and acceptance of furlough status.

Persons on furlough who have not been reemployed as of September 15, 1981 shall be deemed to have been given timely notice and their employment will have been terminated as of June 15, 1981.

ARTICLE 11

SALARIES AND FRINGE BENEFITS, 1979-1981 BIENNIUM

SECTION A.

For work performed on and after July 1, 1979 pursuant to 1979-80 academic or fiscal year appointments (but excluding work performed on and after July 1, 1979 pursuant to summer term appointments), Southern Oregon State College shall

cease withholding from members' salaries the contributions required by ORS 237.071; and shall assume and pay on behalf of members then participating in the Public Employe Retirement System the statutorily required employe contributions, including the amount required under ORS 237.073 if the TIAA-CREF option has been elected. Such payments on behalf of members shall continue for the life of this agreement or until such earlier time as a member may cease to be a participating member of PERS.

The full amount of members' required contributions paid by Southern Oregon State College to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 237.003 (8) for the purpose of computing "final average salary" within the meaning of ORS 237.003 (12), but shall not be considered "salary" for the purposes of determining the amount of employe contributions required to be contributed pursuant to ORS 237.071. The contributions paid by the "COLLEGE" on behalf of members shall be credited to employe accounts pursuant to ORS 237.071 (2), and ORS 237.073 if applicable, and shall be considered to be employe contributions for the purposes of ORS 237.001 to 237.320.

SECTION B.

For salary increases subsequent to those provided in Section A of this Article, the Board will allocate to the "COLLEGE" and the bargaining unit the same percentage increases on the same effective dates as are given to faculties in other OSSHE institutions generally. Promptly after the Board establishes such salary increase percentages and dates, the "COLLEGE" will notify the "ASSOCIATION" of such action and negotiations will be re-opened for the sole purpose of reaching agreement on the distribution of such salary increase funds to members.

SECTION C.

The "COLLEGE" will contribute up to \$63 per month toward the premium of each member's health insurance provided by the State Employe Benefits Board for the month beginning August 1, 1979 through the month of July, 1980. The "COLLEGE" will contribute up to \$70 per month toward the premium of the same

insurance for the month of August, 1980 through the month of July, 1981.

The "COLLEGE" will contribute up to \$7.90 per month toward the premium of each member's dental insurance provided by the State Employee Benefits Board for the month of August 1, 1979 through the month of July, 1980. The "COLLEGE" will contribute up to \$8.85 per month toward the premium of the same insurance for the month of August, 1980 through the month of July, 1981.

SECTION D.

Members on leave without pay shall be allowed to continue all insurance plans in which they have subscribed through the "COLLEGE" for the maximum length of time permitted by each policy by paying the premiums in the manner directed by the "COLLEGE". If any of such policies permit less than one year of coverage while on leave without pay, the "COLLEGE" will seek to increase the maximum time to one year when such policy is renewed or reissued.

SECTION E.

All members, whether the type of appointment be tenured, tenure related or fixed term, who continue their employment during the term of this agreement shall be eligible for the same salary and fringe benefits provided in this Article.

ARTICLE 12 TRAVEL EXPENSES

There shall be no "COLLEGE" or departmental policies to reimburse members for use of private vehicles on state related business for less than the maximum applicable rate allowed by rules of the Executive Department. Individual members may agree to accept reimbursement at a lesser amount where the travel may also be to a member's benefit.

ARTICLE 13
OFF-CAMPUS ASSIGNMENTS

SECTION A.

In order to stabilize enrollments and staffing levels, the "COLLEGE" will use its best efforts to offer off-campus, in-load instruction, to the extent permitted by OSBHE policy. Departments will be given the opportunity to comment upon such offerings.

SECTION B.

In the absence of volunteers, off-campus, in-load instruction will be assigned on a rotating basis among the faculty qualified to teach the course(s).

SECTION C.

Members assigned to off-campus, in-load instruction are entitled to the use of state vehicles and/or to reimbursement of travel expenses.

SECTION D.

Such off-campus assignment on an in-load basis shall be limited to sites within the boundaries of Jackson County, Oregon.

SECTION E.

Off-campus in-load teaching assignments will be calculated at 133-1/3% of their normal credit for the purpose of measuring teaching load. For example, a 3 credit hour course taught off-campus in-load will count as 4 credit hours for the purpose of measuring teaching load.

SECTION F.

Only the provisions of Section C of this Article apply to members who, in the ordinary course of their duties, supervise student teachers or students enrolled in practicum.

ARTICLE 14
NON-DISCRIMINATION

There shall be no discrimination on the part of either the "COLLEGE" or the "ASSOCIATION" because of age, race, color, sex, handicap, national origin, or political or religious belief of any employe. The "ASSOCIATION" supports the policy of Equal Employment Opportunity and Affirmative Action as expressed in Presidential Executive Order #11246, as amended by Presidential Executive Order #11375. The "ASSOCIATION" agrees to assist the "COLLEGE" in the implementation of its Affirmative Action and Equal Employment Opportunity policies.

ARTICLE 15
GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A. Intent

1. It is the objective of the "COLLEGE" and the "ASSOCIATION" to encourage the fair and equitable resolution of grievances. Upon request, each party to a grievance shall promptly make available to the others all known relevant facts. The orderly processes herein set forth shall be the sole method used for resolution of grievances, as that term is herein defined, except as permitted by law. Nothing contained in this Article is intended to preclude use of the procedure outlined in the Administrative Rules, Section 41.395.

2. A grievance may be filed by a member, group of members, or the "ASSOCIATION". The "ASSOCIATION" may represent either a member or a policy grievance at any step of the grievance procedure prior to arbitration. In cases where a member(s) resolves a grievance with OSBHE without being represented by the "ASSOCIATION", such resolutions shall not be inconsistent with the terms of this Agreement or OSBHE existing rules or regulations, relating to wages, hours, terms and conditions of employment.

SECTION B. Definitions

1. A grievance is a claim that there has been a violation, misrepresentation or improper application of the terms of this Agreement or that procedural steps in matters of appointment, reappointment and promotion have not been followed.

The term "grievance" shall not include complaints relating to matters of academic judgment. For the purpose of this Agreement, "academic judgment" shall mean the judgment of academic authorities, including faculty, (1) as to the procedures, criteria, and information to be used in making determinations as to appointment, reappointment, promotion and tenure and (2) as to whether to recommend or grant appointment, reappointment, promotion and/or tenure to a particular individual on the basis of such procedures, criteria and information. For purposes of the arbitration section of this procedure (Section E), the term "grievance" also shall not include complaints related to discrimination on the basis of religion, race, sex, color, or national origin.

2. A "policy grievance" is a grievance which affects more than one member.

3. "College Calendar Day" as used herein shall mean a day when classes or examinations are scheduled in accordance with the official College calendar.

SECTION C. Presentation of Grievance

1. Grievance by or on behalf of a member(s):

a. A member may present a grievance in his own behalf or, at his written request, a grievance may be presented in his behalf by the "ASSOCIATION", not later than twenty (20) college calendar days following the date on which the member had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.

b. In the event that a member presents the grievance on his own, the "ASSOCIATION" shall be entitled to representation at any hearing.

2. Informal Presentation:

- a. A member desiring to present a grievance may seek counsel and assistance from the "ASSOCIATION". The member or the "ASSOCIATION" representative is encouraged to seek an informal resolution of the member's grievance with the appropriate division chairman or equivalent. The "ASSOCIATION" representative will report to the member on the results of his attempt to resolve the grievance informally within five (5) academic calendar days after the request for assistance has been made by the member.
- b. Any settlement, withdrawal or other disposition of a grievance through the informal procedure shall not constitute any precedent in the disposition of similar grievances.

3. Formal Presentation:

- a. In the event the resolution through the informal presentation was not made, the member may, within ten (10) academic calendar days of the informal report in 2(a) above, make a formal presentation of the grievance as hereinafter provided.
- b. The formal presentation of a grievance will be in writing and will include at least:
 1. A statement outlining the approximate date and nature of the alleged act or omission and the person(s) responsible.
 2. The specific provisions of this contract which the member believes to have been breached, misinterpreted or improperly applied, or the right abrogated.
 3. The relief sought.
 4. If a single or policy grievance, or one presented on behalf of a member, the signature of the member(s) included in the grievance.

SECTION D. Formal Grievance Steps

Step I. Division:

A formal presentation of a grievance by or on behalf of a member may be made to the Chairman (or equivalent) of the Division to which the member belongs.

If there is no incumbent Chairman, the Academic Dean will act at Step I. The grievance will be in writing as provided in 3(b) above. The Chairman will hear the grievance within twenty (20) college calendar days of its presentation and render a decision in writing to the grievant (copy to the "ASSOCIATION") within five (5) academic calendar days of the hearing.

Step II. Academic Dean:

If the grievant is not satisfied with the decision in Step I, the member or the "ASSOCIATION" may present the grievance within ten (10) college calendar days thereof to the Academic Dean. The Academic Dean will hear the grievance within ten (10) college calendar days of its presentation and render a decision in writing (copy to the "ASSOCIATION") within five (5) college calendar days of the hearing. If the Academic Dean heard the grievance at Step I, this step may be omitted.

Step III. President:

In the event the grievant is not satisfied with the decision at Step II, the member or the "ASSOCIATION" may present the grievance within ten (10) college calendar days thereof to the President of Southern Oregon State College. The President, or his designee, other than the Academic Dean in Step I or II, will hear the grievance with such witnesses as he deems necessary within twenty (20) college calendar days from his receipt of the appeal and render a decision in writing, to the grievant with a copy to the "ASSOCIATION" within five (5) college calendar days of the hearing.

Step IV. Chancellor:

In the event the grievant is not satisfied with the decision at Step III, the grievant or the "ASSOCIATION" may appeal the decision within ten (10) college calendar days of the decision to the Chancellor of the State Department of Higher Education. The Chancellor, or his designee, other than a SOSC administrator, will hear the grievance with such witnesses as he deems necessary within twenty (20) college calendar days from his receipt of the appeal and render a decision, in writing, to the grievant with a copy to the "ASSOCIATION" within five (5) college calendar days of the hearing.

SECTION E. Arbitration

1. If the grievance is not resolved in Step IV above, the grievant or the "ASSOCIATION" may, within thirty (30) college calendar days of the receipt of the written response in Step IV, submit the issue to arbitration. Any demand for arbitration shall be in writing, shall specify the issue in detail, and shall be sent by certified mail to the Chancellor and to the Employment Relations Board. The arbitrator shall be chosen pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association or from a list of five arbitrators obtained from the Oregon Employment Relations Board.
2. The arbitration hearing shall be conducted pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.
3. The arbitrator's fees and other expenses, including the preparation of a transcript, shall be shared equally by the parties. Expenses of witnesses, if any, shall be borne by the party calling the witness.
4. Authority of the Arbitrator:
 - a. The arbitrator shall neither add to, subtract from, nor modify the terms and provisions of this Agreement. He shall confine his decision solely to the application and/or interpretation of this Agreement and to whether procedural steps in matters of appointment, reappointment and promotion have been followed. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issues submitted.
 - b. In cases involving the exercise of "academic judgment", the arbitrator shall not substitute his judgment for that of the official making such judgment, but shall confine his determination to whether procedural steps have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps.

5. Time and Place of Hearing: The arbitrator shall hold the hearing within fifteen (15) days of his acceptance of his selection or as soon thereafter as is practicable, and shall issue his decision within thirty (30) college calendar days of the hearing unless additional time is agreed to by the parties.

6. The award of the arbitrator shall be final and binding upon OSBHE, the "ASSOCIATION" and the grievant(s) involved to the extent permitted by and in accordance with applicable law and this agreement.

SECTION F. General Provisions as to Grievances

1. At any formal stage in the grievance procedure, the grieving or complaining party may elect in writing to have a hearing.

2. The time limits provided in this Article are intended to ensure timely and considered judgment in the resolution of grievances. Time limits at Steps I, II, III, and IV may be extended by written mutual agreement between the grievant and the applicable administrator. Failure at any step of this procedure to communicate the decision on the grievance or complaint within the time limit, including any extension thereof, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be deemed to be acceptance of the decision rendered at that step.

3. "ASSOCIATION" representatives shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of the "ASSOCIATION'S" particular point of interest in connection with the grievance. In this regard, it is understood that the grievant has the right to represent himself, and the "ASSOCIATION" shall not interfere with that right.

4. Neither OSBHE nor its designee(s) nor the "ASSOCIATION" shall take reprisals against any member for participating in a grievance procedure.

SECTION G. Released Time

No grievant, witness, or "ASSOCIATION" representative shall have his salary reduced because of absence from work due to arbitration hearings in which he has legitimate responsibilities.

SECTION H. Communications

Whenever written grievances, answers, decisions or appeals are required by formal procedures herein outlined, they shall be sent by certified mail to:

- a. The Division Chairman, the Academic Dean, or the President of Southern Oregon State College at his campus address.
- b. The Chancellor, State Department of Higher Education, P.O. Box 3175, Eugene, Oregon 97403.
- c. The President of the Association, Southern Oregon State College, Ashland, Oregon 97520
- d. The grievant(s) at the home addresses on record with the "COLLEGE". Personal service, duly receipted, shall be adequate service and may be used in lieu of service by mail.

ARTICLE 16

FACULTY-ADMINISTRATION RELATIONSHIPS

In the future, no non-member of the bargaining unit will be given rank in an academic discipline, promotion in rank in an academic discipline or tenure in a department without the affirmative written recommendation of the department acting in accordance with established departmental criteria and procedure. Nothing in this section shall be construed to change the current status of present non-members nor shall it prohibit designation of rank or award of indefinite tenure without departmental designations.

ARTICLE 17

WORKING CONDITIONS

The "COLLEGE" will give high priority to providing additional clerical positions in departments employing members.

ARTICLE 18
NOTICES AND COMMUNICATION

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

For the "ASSOCIATION":

President
Association of Professors
Southern Oregon State College
Ashland, Oregon 97520

For the "COLLEGE":

President
Southern Oregon State College
1250 Siskiyou Blvd.
Ashland, Oregon 97520

and

Chancellor
Oregon State Department of Higher Education
PO Box 3175
Eugene, Oregon 97403

For the Students:

President, ASSOSC
SU 321
Southern Oregon State College
Ashland, Oregon 97520

ARTICLE 19
TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, the "ASSOCIATION" and the "COLLEGE" had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement,

and that it shall constitute the entire and sole Agreement between the parties for its duration. The parties further assert that all obligations and benefits contained in this contract are the result of voluntary agreement.

Therefore, the "COLLEGE" and the "ASSOCIATION", during the term of this Agreement voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This paragraph notwithstanding, the "COLLEGE" agrees to consult and confer in good faith with the "ASSOCIATION" prior to any change in terms and conditions of employment not covered in this Agreement which will have a significant impact on members' conditions of work.

The provisions of this Agreement shall supercede any conflicting "COLLEGE" policies.

Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement in writing.

ARTICLE 20 SEPARABILITY

Notwithstanding the provisions of ORS 243.702, Section 1, it is the expressed intent of the parties that in the event any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire agreement. All other provisions not declared invalid or not incompatible therewith shall remain in full force and effect.

ARTICLE 21 NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor agreement, APSOSC will send written notice to the "COLLEGE" by December 1, 1980 specifying those subjects or sections of this Agreement it proposes to reopen. The "COLLEGE" shall send

written notice to APSOSC by December 15, 1980 specifying those subjects or sections of this Agreement it proposes to reopen. Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement. Negotiation of the successor agreement shall begin no later than January 1, 1981 or such date thereafter as may be mutually agreed upon by the parties.

ARTICLE 22
MISCELLANEOUS PROVISIONS

SECTION 1. Copies of Agreement

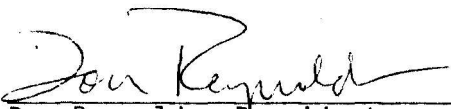
Within thirty (30) days of the signing of this Agreement, the "COLLEGE" will send a copy of the Agreement to each member, send twenty-five (25) additional copies to the President of the "ASSOCIATION", send 5 (5) copies to the President of ASSOSC, and provide a copy to each new member upon hiring.

ARTICLE 23
TERM OF AGREEMENT

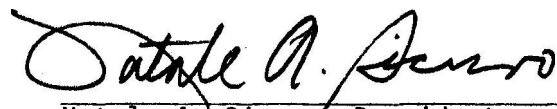
This agreement shall be effective from the date of the signatures hereinbelow through June 30, 1981.

FOR THE ASSOCIATION:

FOR THE COLLEGE:



Don Reynolds, President



Natale A. Sicuro, President


8/16/79

Date

8/20/79

Date

THE STATE OF OREGON, ACTING BY AND
THROUGH THE STATE BOARD OF HIGHER
EDUCATION ON BEHALF OF SOUTHERN
OREGON STATE COLLEGE.



Freeman Holmer, Vice-Chancellor for Administration

8/22/79

Date