



COLLECTIVE BARGAINING AGREEMENT

between

ASSOCIATION OF PROFESSORS

SOUTHERN OREGON STATE COLLEGE

and

SOUTHERN OREGON STATE COLLEGE

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	1
1	Definitions	1
2	Recognition	2
3	Association Security	3
4	Management Rights	5
5	Faculty Governance	5
6	Strikes	6
7	Departmental Chairpersons: Duties	6
8	Professional Development of Faculty Members	6
9	Appointments and Evaluation of Faculty	7
10	Reductions	11
11	Salaries and Fringe Benefits	12
12	Differential Salary Improvements	14
13	Travel Expenses	18
14	Academic Regalia	18
15	Non-Discrimination	19
16	Grievance Procedure and Arbitration	19
17	Faculty-Administration Relationships	24
18	Working Conditions	24
19	Notices and Communications	24
20	Totality of Agreement	25

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
21	Separability	25
22	Negotiation of Successor Agreement	26
23	Miscellaneous Provisions	26
24	Term of Agreement	27
	Memorandum of Understanding	28

PREAMBLE

Section A. This Agreement entered into as of the 9th day of November, 1981 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" or "APSOSC"), as the exclusive bargaining agent for the faculty members described in Article 2 (Recognition).

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 the subject of the course, but should be careful not to introduce, repeatedly or deliberately, matter into teaching which has no relation to the 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 speaking or writing as a citizen, the member 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, the member should remember that the public will judge the profession and the institution by the member's utterances and actions. A member 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 the member is not an institutional spokesperson.

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" and "APSOSC" 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 (Recognition).

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 (Recognition).
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 seventy-five percent (75%) of that employed time in college level teaching and/or research activities including employes with the title department chair. 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 descriptions of Section B of the 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. School Director
7. Business Manager
8. College Physician
9. Registrar

Section D. Notwithstanding the provisions of ORS 243.692, in the event a systemwide 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 one hundred percent (100%) 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 nonassociation of employes based on religious tenets or conscience shall be protected. Such employe shall pay the fair share amount to a nonreligious 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 a 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 (6) 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 (1) 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 employees 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 membership or nonmembership 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 employee; and determine the physical location of departments, schools, 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 school directors, 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 16 (Grievance Procedure and Arbitration) 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 or during negotiations for a successor 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. The "COLLEGE" for its part agrees not to lock out members of the unit during the term of this Agreement or during negotiations for a successor Agreement.

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 school directors (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 1981-82 and \$20,000 for 1982-83 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 Faculty Development Committee.

It is expressly understood and agreed that the funds currently allocated to the Faculty Development Committee 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 \$10,000 for 1981-82 and \$10,000 for 1982-83. 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 \$10,000 provided each year, \$7,000 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 subsection may be used to support travel for faculty either attending or participating in a professional meeting. Allocation of funds from this subsection to individual faculty members shall be subject to departmental procedures regarding eligibility, amount and priority.
2. Of the \$10,000 provided each year, \$3,000 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 subsection may request them in addition to or in lieu of funds provided by subsection 1 of this Section. There shall be no requirement that funds from this subsection be distributed equally among departments, except that any funds from this subsection which are unencumbered on March 1 of each year shall be distributed to departments on the basis and for the purposes provided in subsection 1 of this Section.

Article 9. APPOINTMENTS AND EVALUATION OF FACULTY

Section A. Initial Appointments. Initial appointments to the full-time faculty at Southern Oregon State College shall be by one-year, fixed-term appointments, renewable up to five (5) years beyond the first

appointment. Appointments will be made upon the recommendation of the department and school, and at the discretion of the President. This period of continuous employment on six (6) one-year, fixed-term appointments in a single department shall be regarded as the probationary period of employment. Any exception to the single department requirement shall be by agreement among the individual, department, school director, Dean of Academic Affairs, and President, and set down in writing. For the purpose of determining the probationary period or notice in Section B, paragraph 5, only contracts for full academic or fiscal years shall be counted.

Section B. Faculty On One-Year, Fixed-Term Appointments.

1. All faculty on one-year, fixed-term appointments shall be evaluated each year by the department chair in consultation with the Department Personnel Committee. The report of the evaluation, carrying the signature of the department chair and the faculty member, is to be forwarded through the school director and the Dean of Academic Affairs to the office of the President not later than March 1 in the first year of employment and not later than January 15 in subsequent years. The report shall be accompanied by a recommendation on reappointment.
2. During the fifth year of consecutive, full-time service in a single department, a colleague evaluation shall be completed for the faculty member.
3. During the fifth year of consecutive, full-time service in a single department, the faculty member may apply for an appointment on a three-year rolling or three-year extendable contract provided that a colleague evaluation has been completed by December 15. During the sixth year of consecutive, full-time service in a single department, the faculty member must be reviewed for appointment on a three-year rolling contract. For the purposes of this Agreement, the three-year rolling or three-year extendable contract shall be defined as a contract which permits, following the first year of the contract term, the term of the contract to be rolled or extended an additional year if required conditions have been met, leaving the faculty member at the beginning of each year with a contract having a three-year term.
4. The review precedent to initial appointment on a three-year rolling contract will follow the procedure and criteria outlined for tenure review since such appointments will serve as an alternative to appointment on indefinite tenure. Should the faculty member be denied placement on a three-year rolling contract during the sixth year of consecutive, full-time service in a single department, that faculty member must be placed on a one-year, terminal contract for the seventh year. In exceptional cases, after the written recommendation of the department and with the concurrence of the President and the faculty member, the faculty member may be continued on one-

year renewable contracts which specify both the length and purpose of the exceptional period. In no case may the faculty member be continued beyond ten years of consecutive, full-time service on one-year contracts. The faculty member may not be placed on a three-year rolling contract without specific action by the administration.

5. When teaching faculty on fixed-term appointments will not be offered a new contract, notice shall be given as follows:
 - a. Two months in the first two years;
 - b. Six months in the third and fourth years;
 - c. Nine months in the fifth and sixth years.

Section C. Faculty on Three-Year Rolling Contracts. A faculty member approved for appointment on a three-year rolling contract will have the contract rolled or extended except when administrative action is taken to stop the roll:

1. When a colleague evaluation concludes in a finding of deficiencies which prevent meeting the minimal expectations for one in the faculty member's rank or current assignment, or
2. When it is determined the faculty member should be terminated for cause in accordance with the Oregon State Board of Higher Education Administrative Rules (580-21-320 to 580-21-385), or
3. When it is determined a faculty member should be given timely notice in accordance with Article 10 (Reductions), or
4. When the President, after appropriate consultation, without being arbitrary or capricious, determines that the contract should not be rolled.

When a colleague evaluation results in a finding of deficiencies (see "1" above), or when the President, after appropriate consultation and without being arbitrary or capricious, determines that the contract should not be rolled (see "4" above), the faculty member will be continued for the remaining two (2) years of the contract after which the relationship between the institution and the faculty member will terminate. At any time during the terminal two-year period, the faculty member may be returned to a three-year rolling contract by administrative review and administrative action which may be initiated should: (a) the deficiencies found in the colleague evaluation be remedied as verified through appropriate review by the cognizant personnel committees and administrators; or (b) the President, without being arbitrary or capricious, determines that a return to such a contractual relationship is appropriate.

Section D. Colleague Evaluation. All faculty, including those on three-year rolling contracts and indefinite tenure, must undergo colleague evaluation at least once every five (5) years.

Section E. Transfers.

1. Faculty members who are currently on annual tenure or indefinite tenure appointments may apply in April, coincident with the tenure review date, for transfer to a three-year rolling contract through the Department Personnel Committee, the department chair, the School Personnel Committee, the school director, the Faculty Personnel Committee, and the Dean of Academic Affairs. Final action shall be at the discretion of the President. Those on tenure track appointments may apply for transfer to three-year rolling contracts in the fifth or subsequent year of consecutive, full-time service in a single department but only after having a completed colleague evaluation.
2. Faculty members who are currently on fixed-term or rolling contracts may apply for available tenure positions as follows:
 - a. In January of each year, the Dean of Academic Affairs shall determine the number of faculty in the bargaining unit tenured in each school. The percentage of faculty in the bargaining unit on indefinite tenure at the "COLLEGE" should be maintained at the present goal of approximately sixty-seven percent (67%), provided qualified candidates are available and should not exceed seventy-five percent (75%) in any one school. Positions may be transferred to the tenure track when a need for the position within the school can be projected by the school director and the Dean of Academic Affairs for no less than six (6) additional years based upon the six-year plan for the school and when such a transfer would not result in an unacceptably high percentage of tenured faculty within the school. The Dean shall make a recommendation to the President, who shall determine and announce the number of positions within each school which are available for transfer to tenured status, if any. Under no circumstances will any tenured member be terminated for the purpose of achieving the percentages in this paragraph.
 - b. When the President declares that a tenure position is available in a school, the school director shall review with the School Personnel Committee each of the disciplinary units and departments within the school in terms of the tenure status of the faculty and the current and projected needs for faculty as in the six-year plans for each unit. With the advice of the School Personnel Committee, the school director shall announce the units from which applications will be accepted for transfer to tenure status. The announcement shall be made on or before March 1.

Teaching faculty members currently on fixed-term or rolling contracts and who are in the fifth or subsequent year of consecutive, full-time service in a single department and who have a completed colleague evaluation may apply in April for transfer to an available tenure position

under the same procedures and criteria which pertain to regular tenure reviews. The transfer application may be (1) approved; (2) deferred for one (1) year only; (3) returned without prejudice and the member placed on a three-year rolling contract after which the member may apply for transfer to tenure in a subsequent year; or (4) rejected, in which case the faculty member shall be issued a one-year terminal contract or a terminal contract for the period remaining from the current rolling contract. Final action shall be at the discretion of the President. In exceptional cases, after the written recommendation of the department and with the concurrence of the President and the faculty member, the faculty member may be continued on one-year renewable contracts which specify both the length and purpose of the exceptional period. In no case may the faculty member be continued beyond ten (10) years of consecutive, full-time service on one-year, fixed-term contracts.

Section F. Academic Freedom. All faculty shall have guaranteed the rights of academic freedom as defined in OAR 580-22-005.

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 the final decision and shall give program directors and departmental chairpersons a reasonable period of time in which to submit 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 the final decision regarding the number and programs or departments where positions are to be eliminated. The President shall publish internally the 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 might be deemed 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, 1983, 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, 1983, 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 the member was receiving at the time 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, 1983 shall be deemed to have been given timely notice and their employment will have been terminated as of June 15, 1983.

Article 11. SALARIES AND FRINGE BENEFITS

Section A. For work performed on and after July 1, 1981, Southern Oregon State College shall as authorized by ORS 237.071 continue to pay on behalf of members then participating in the Public Employee Retirement System the statutorily required employe contribution, including the amount required under ORS 237.073 if the TIAA-CREF option has been elected by a member. 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. The Board will allocate to the "COLLEGE" and the bargaining unit no less than the same percentage increase on the same effective dates as allowed to any other institution for general faculty salary increases. The across-the-board percentage increase for July 1, 1981 will be six percent (6%); on July 1, 1982 the across-the-board percentage increase will be five percent (5%); and on May 1, 1983 the across-the-board percentage increase will be four percent (4%). A six tenths of one percent (.6%) reserve will be established to fund one-time-only nonrecurring merit awards to be made on June 30, 1983, three tenths of one percent (.3%) from salary improvement funds and three tenths of one percent (.3%) from the "COLLEGE."

Section C. The "COLLEGE" will contribute up to \$91 per month toward the premium of each member's health insurance provided by the State Employe Benefits Board for the month beginning August 1, 1981 through the month of July 1982. The "COLLEGE" will contribute \$85 per month per eligible enrolled employe toward the premium of the same insurance for the month of August 1982 through the month of July 1983.

The "COLLEGE" will contribute up to \$9.40 per month toward the premium of each member's dental insurance provided by the State Employe Benefits Board for the month of August 1, 1981 through the month of July 1982. The "COLLEGE" will contribute up to \$11.00 per month toward the premium of the same insurance for the month of August 1982 through the month of July 1983.

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. Members who continue their employment during the term of this Agreement shall be eligible for the salary and fringe benefits in this contract without differentiation on the basis of the type of appointment held. No provision of this contract shall be construed to prevent differential salary improvements (equity or merit pay) nor to guarantee salary improvement to any member whose performance has been found to be less than fully satisfactory.

Section F. Should additional funds for salary improvement be made available to the Department of Higher Education, negotiations will be reopened for the purpose of discussing distribution of such funds to members.

Article 12. DIFFERENTIAL SALARY IMPROVEMENTS

Section A. Purposes. Differential salary improvements may be allocated

1. To establish appropriate salary levels for individual members or for classes of members (hereafter, "equity pay"), or
2. To recognize meritorious service (hereafter, "merit pay").

Differential salary improvements, with the exception of equity pay for individual members and merit one-time-only pay after the permanent fund has been established, will be allocated only after a cost-of-living salary improvement has been funded at a level equal to the increase in the Portland CPI since the last salary adjustment.

Section B. Equity Pay. Equity pay may be of two types: equity pay for individual members and equity pay for a class of members.

1. Equity Pay for Individual Members. Once during the term of this contract, the "COLLEGE" and "APSOSC" will review jointly the salaries of all members in relation to training, rank, and experience--both in terms of quantity and quality--to assure that members are being remunerated equitably. Should a salary be found abnormally low, equity pay will be granted at the next salary adjustment to establish a normal rate. In no case may equity pay for an individual member be used to negate the effects of merit pay or disciplinary action unless the causes for such disciplinary action have been remedied. Quality of service is recognized as a legitimate influence on salary rate.
2. Equity Pay for a Class of Members. When salary averages between ranks for Southern Oregon State College are significantly different from those in national or regional data bases or those in comparator institutions, equity pay may be granted to members in a given rank to establish a normal relationship between the ranks.

Section C. Merit Pay. Merit pay may be of two types: one-time-only payments to the member for meritorious service during a calendar year and permanent adjustments to the base salary of the member for meritorious service over a period of not less than five (5) years. No more than thirty percent (30%) of the faculty may receive either form of merit pay in a given year, and no member may receive both types of merit pay in a single year. For the purpose of merit pay, the library staff shall be considered a "school."

1. One-Time-Only Payments.
 - a. Establishment of Fund. The "COLLEGE" shall establish a permanent fund equal to approximately six tenths of one percent (.6%) of the salary base for all members, drawing three tenths of one percent (.3%) from salary improvement funds and three tenths of one percent (.3%) from the "COLLEGE," from which one-time-only payments will be made to faculty each year in recognition of meritorious service during the preceding calendar year (January through December), except for the initial award, the

period for which will be July 1, 1981, to December 31, 1982. Funds for payments in a school will be allocated based on the number of FTE faculty in the school reduced by the number of FTE faculty serving on the School Merit Committee. Funds for payments to members of the School Merit Committees will be allocated based on the number of FTE faculty serving on the committees. No school will be prevented from granting one one-time-only merit payment of up to \$1,500 as warranted by the review process.

b. Composition of Merit Committee.

- (1) The School Merit Committee shall have at least three (3) members including all the department chairs in the school and other school faculty as needed to represent nondepartmentalized teaching areas. The school director shall facilitate the first meeting but may not serve on the committee; the committees elect the chair.
- (2) The Campus Merit Committee shall consist of the school directors and the Dean of Academic Affairs, who chairs the committee.

c. Criteria. The criteria by which applications for merit pay will be rated shall coincide with the criteria utilized in the Colleague Evaluations.

d. Procedure.

- (1) Faculty members must submit supporting materials in order to qualify for consideration. A faculty member may apply each year for one-time-only payments even if the member received a one-time-only payment or a permanent adjustment in the previous year. To qualify, a faculty member must have a student evaluation rating of "very good" or higher for the year being assessed; library staff shall present evidence of an equivalent level of performance. The committees shall base their ratings upon the supporting materials alone, which materials shall include a prefatory statement of the reasons a faculty member feels the service has been meritorious--beyond that expected of all faculty--followed by a listing of activities in the outline form of the criteria for Colleague Evaluations and including all student evaluations administered during the calendar year under review. Faculty submit supporting materials to the department chair or equivalent on or before January 15 except that members of a School Merit Committee submit supporting materials to the school director, since members of the School Merit Committees are evaluated by the Campus Merit committee. The chair or director forwards the supporting material to the appropriate committee on or before February 1.

- (2) The merit committees will meet in early February to evaluate the supporting materials submitted by faculty: the school committees evaluate supporting materials from within the school except those from members of the committee; the campus committee evaluates supporting materials from members of the School Merit Committees. On the basis of the supporting materials, each committee member rates each applicant on a scale of zero to nine, with nine being the highest level of merit. The chair will average the ratings for each applicant, summarizing the average ratings for all faculty who submitted supporting materials. The committee shall then allocate recommended merit payments beginning with the applicants with the highest averages and moving down the list until they have allocated the equivalent of no more than the funds available to the school. An applicant with an average rating of seven to nine will be allocated \$1,500; with four to six, \$1,000; with one to three, \$500. The committee may not recommend:
 - (a) the allocation of either type of merit pay to more than thirty percent (30%) of the faculty within the school;
 - (b) an allocation of one-time-only merit pay in a total amount greater than the funds available to the school;
 - (c) one-time-only payments in amounts other than those specified above; or
 - (d) two types of merit pay to any one (1) faculty member.
- (3) The recommended allocations of one-time-only payments shall be added to the summary and shall then be signed by all members of the committee. The signed summary shall be forwarded to the Dean of Academic Affairs on or before March 1, who shall assemble the complete set of signed summaries.
- (4) The Campus Merit Committee shall review the assembled, signed summaries to determine that the above procedures have been followed and that merit awards have been given equitably across the "COLLEGE." Should the Campus Merit Committee identify a problem in any of the signed summaries, the Committee shall return the summary to the originating committee along with a statement of the perceived problem. The originating committee shall review the statement and make any modifications deemed appropriate, returning the summary to the Dean of Academic Affairs.
- (5) The Dean of Academic Affairs shall then provide each department and school with copies of all the signed

summaries. Applicants may appeal the actions of a School Merit Committee to the Campus Merit Committee through the school director or actions of the Campus Merit Committee to the Dean of Academic Affairs within thirty (30) days after distribution to the departments and schools.

- (6) Following the thirty (30) day appeal period, the summaries will be forwarded to the President for review and action. Supporting materials will be returned to the faculty member, noting the final action. Payment will be made to the selected faculty members in June.
2. Permanent Adjustments. Merit pay in the form of a permanent adjustment to the member's base salary may be made in recognition of meritorious service over a period of not less than five (5) years and may be granted to a faculty member not more frequently than once every seven (7) years of consecutive, full-time service. No faculty member may receive merit pay in the form of a permanent adjustment and promotion in the same year. The faculty member applies through the same committees and same procedure as for a one-time-only payment. The supporting materials must include a colleague evaluation and may include the supporting materials submitted during the past seven (7) years for one-time-only payments which include the indication of action. The School Merit Committees shall provide a summary of all applications for permanent adjustments signed by all committee members and including recommended action. Permanent adjustments will be granted only in those years when funds have been allocated for that specific purpose. Permanent adjustments shall be in the amount of five percent (5%) of the base salary.

Section D. Procedures for Determining "Less Than Fully Satisfactory Service."

1. The Colleague Evaluation Procedure. If a colleague evaluation finds that a faculty member's performance has been less than fully satisfactory for the current rank or position, the Department Personnel Committee will note the finding as well as the goals and objectives, scheduling a second evaluation not later than the second year after a finding of less than satisfactory performance. Following the second evaluation, should the Department Personnel Committee find continued performance at a less than satisfactory level and less than satisfactory progress toward the agreed upon goals, the second evaluation, along with the first, will be forwarded to the Dean of Academic Affairs through the department chair and the school director. The Dean will review the evaluations with the faculty member, department chair, and school director, permitting the faculty member to supply any information felt pertinent; if the Dean concurs with the findings of the evaluation, a plan of remediation will be developed and a third evaluation will be scheduled not later than the second year following the second evaluation.

The third evaluation shall be forwarded to the Dean through the department chair and the school director. The faculty member may be denied all salary improvement following review of the second evaluation if the Dean finds that the deficiencies warrant such action. If, at the review of the third evaluation, the Dean and the Department Personnel Committee find that the performance is fully satisfactory, any cost-of-living adjustments denied the faculty member will be added to the salary base at the beginning of the next contract year; however, monies previously withheld will not be paid. The faculty member will be returned to the normal pattern of colleague evaluations, except that the results of the first evaluation in the normal pattern shall be reported to the Dean through the department chair and the school director. If the third evaluation finds that the performance has continued to be less than satisfactory, all salary improvements will be denied the faculty member until the performance is fully satisfactory as demonstrated through a colleague evaluation and the subsequent review as above.

2. The Student Evaluation Procedure. If the student evaluations for a faculty member in a given year are less than "competent" (which is defined as fifty percent (50%) of all the student responses give a rating of "competent" or less), or the evaluations for one-half or more of the sections evaluated in a given year are less than "competent," the department chair will schedule a colleague evaluation for the faculty member within one (1) year which would be considered the second evaluation in the colleague evaluation procedure above; subsequent action would follow the colleague evaluation procedure above (Section D.1.).

No provision of this section shall be construed to limit the "COLLEGE" in implementing other disciplinary action as authorized in the Board of Higher Education Administrative Rules in substitution for or concurrently with the action herein outlined.

Article 13. 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 14. ACADEMIC REGALIA

The parties agree that departments, at the discretion of and with the agreement of the members, may reimburse members for the cost of rental of academic regalia used at the annual "COLLEGE" commencement. Reimbursement will be made from the departmental services and supplies budget as funds are available. No other funds may be used for purposes of this article.

Article 15. 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 16. 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 580-21-390.
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 (a) as to the procedures, criteria, and information to be used in making determinations as to appointment, reappointment, promotion and tenure and (b) 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 personally or upon written request, a grievance may be presented in the member's 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 personally, 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 school director or equivalent. The "ASSOCIATION" representative will report to the member on the results of the attempt to resolve the grievance informally within five (5) college 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) college 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. School Director:

A formal presentation of a grievance by or on behalf of a member may be made to the director of the school to which the member belongs. If there is no incumbent school director, the Dean of Academic Affairs will act at Step I. The grievance will be in writing as provided in 3(b), above. The school director 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) college calendar days of the hearing.

Step II. Dean of Academic Affairs:

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 Dean of Academic Affairs. The Dean of Academic Affairs 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 Dean of Academic Affairs 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 a designee, other than Dean of Academic Affairs in Step I or II, will hear the grievance with such witnesses as deemed necessary within twenty (20) college calendar days from 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 a designee, other than a SOSC administrator, will hear the grievance with such

witnesses as deemed necessary within twenty (20) college calendar days from 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 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 (5) 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. The arbitrator shall confine the 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 personal judgment for that of the official making such judgment, but shall confine the 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) college calendar days of acceptance of the selection or as soon thereafter as practicable, and shall issue a 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 personal representation, 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 a salary reduction because of absence from work due to arbitration hearings in which they have 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:

1. The school director, the Dean of Academic Affairs, or the President of Southern Oregon State College at the campus address.
2. The Chancellor, State Department of Higher Education, P. O. Box 3175, Eugene, Oregon 97403.
3. The President of the Association, Southern Oregon State College, Ashland, Oregon 97520.

4. 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 17. FACULTY-ADMINISTRATION RELATIONSHIPS

In the future, no nonmember 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 nonmembers nor shall it prohibit designation of rank or award of indefinite tenure without departmental designations.

Article 18. WORKING CONDITIONS

The "COLLEGE" will give high priority to providing additional clerical positions in the teaching units. Within budget constraints, strong emphasis will be placed on upgrading those schools which currently have low clerical staff as measured by the clerical FTE and the ratio of faculty to clerical. The "COLLEGE" will provide a report on these conditions on November 15, 1982.

Article 19. 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
Post Office Box 3175
Eugene, Oregon 97403

FOR THE STUDENTS:

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

Article 20. 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 "ASSOCIATION" and the "COLLEGE," during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively on any subject or matter, whether or not 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 past practice related solely to 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 supersede any conflicting "COLLEGE" policy.

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 21. 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 22. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purposes of negotiating a successor Agreement, "APSOSC" will send written notice to the "COLLEGE" by December 1, 1982, specifying those subjects or sections of this Agreement it proposes to reopen. The "COLLEGE" shall send written notice to "APSOSC" by December 15, 1982, 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 part of any successor Agreement. Negotiation of the successor Agreement shall begin no later than January 1, 1983, or such date thereafter as may be mutually agreed upon by the parties.

Article 23. MISCELLANEOUS PROVISIONS

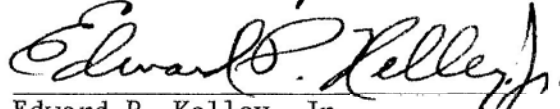
Section A. Copies of Agreement. Within thirty (30) days of the signing of this Agreement, the "COLLEGE" will send a copy of the Agreement to each member, send twenty-five (25) additional copies to the President of the "ASSOCIATION," send five (5) copies to the President of "ASSOSC," and provide a copy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

Article 24. TERM OF AGREEMENT


This Agreement shall be effective from the date of the signatures herein-
below through June 30, 1983, with the exception that all salaries and
fringe benefits as stated in Article 11 (Salaries and Fringe Benefits)
will be effective on July 1, 1981.

FOR THE COLLEGE:

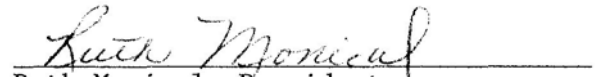

Natale A. Sicuro, President

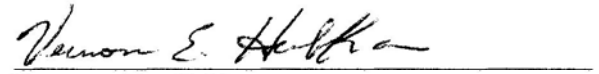

Edward P. Kelley, Jr.
Chief Negotiator

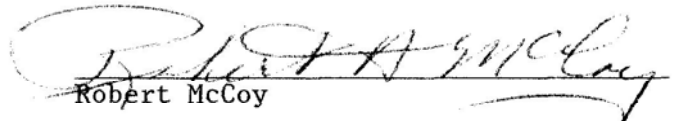

Ernest E. Ettlich


Donald E. Lewis

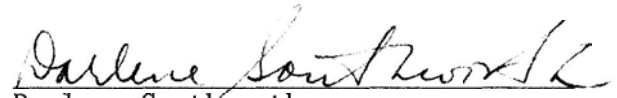
FOR THE ASSOCIATION:

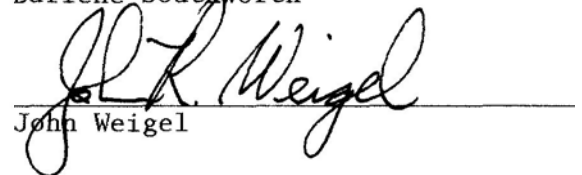

Ruth Monical, President


Vernon E. Hubka
Chief Negotiator

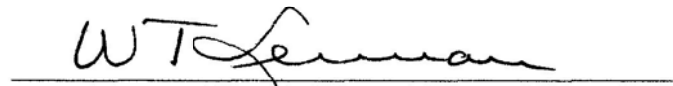

Robert McCoy


Carol McNair


Darlene Southworth


John Weigel


The State of Oregon, Acting By and
through the State Board of Higher Education
on behalf of Southern Oregon Higher Education


W. T. Lemman
Vice Chancellor for Administration

December 7, 1981
Date

MEMORANDUM OF UNDERSTANDING

The College agrees to provide courtesy identification cards to the spouse of any member making an appropriate request.



FOR THE COLLEGE



FOR THE ASSOCIATION