

**SUMMER SESSION  
COLLECTIVE BARGAINING AGREEMENT**

*(Biology)*

**between**

**Association of Professors  
Southern Oregon State College**

**and**

**Southern Oregon State College**

**June 1984 through August 1986**

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## Article 1. PREAMBLE

Section A. This Agreement entered into as of the 24 th day of September, 1984 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 3, 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 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, and 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 2. 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 3, Recognition.

4. "COLLEGE CAMPUS" means the campus of Southern Oregon State College, located in Ashland, Oregon.
5. "SOSC" or "COLLEGE" means Southern Oregon State College, an institution in 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.
12. "SUMMER SESSION" means the time including all academic offerings in the pre-session, the regular eight week session, and the post-session.

### Article 3. RECOGNITION

Section A. The Association of Professors at 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 faculty employes of Southern Oregon State College with the rank of professor, associate professor, assistant professor, or instructor, who are members of the nine (9) month academic year bargaining unit, and who are employed to teach at least one (1) course of at least three (3) credits during the summer session. Persons whose positions are contracted solely through the Southern Oregon State College Department of Continuing Education are excluded. Further excluded are "confidential" and "supervisory" employes within the meaning of the act. See Section C, below.

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 appointed by the College to 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, Assistant Registrar

Section D. The President of the Association may obtain a current list of members in the unit employed for Summer Session by written request to the Dean of Academic Affairs.

Section E. 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 system-wide unit. Southern Oregon State College unit members shall be eligible to vote in such a system-wide representation election and, should a bargaining agent be selected, shall participate in collective bargaining on a system-wide agreement. Should no such system-wide bargaining agent be selected, the legal status of the Association and the Agreement shall not be affected. This Agreement between the College and the Association shall be superseded by a system-wide agreement, should one be reached, upon the effective date of the effective date of the latter.

#### Article 4. ASSOCIATION SECURITY

Section A. Dues Deduction. Upon written request on a form to be provided by the College, 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 made.

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 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 Academic Affairs signed by the President of the Association, or a designee, the College will provide to the Association a copy of the officially 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 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 negotiation team shall be released from all assignments other than the teaching of their 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 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 will not conflict with the business of the College.
3. The Association shall have reasonable access to existing College telephone service, its intracampus mail distributing facilities, its spirit duplicating, copying, computing and word processing facilities, as well as media equipment. The Association shall reimburse the College for its use of supplies, services, photocopying, postage, long distance telephone charges, computing and word processing services at rates customarily charged by the College to its affiliated organizations.

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.

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

#### Article 5. 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, 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 6. 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 7. NOTICES AND COMMUNICATION

Customary or required notices or communications, unless otherwise provided for 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 System 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 8. 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 14, Grievance Procedure and Arbitration, of this Agreement.

#### Article 9. 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 terms 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 efforts 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 10. 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 request for department recommendations to school directors (or other administrative officers designated by the President).
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 may, after study and consultation, grant appropriate released time to chairpersons.

#### Article 11. APPOINTMENT AND MINIMUM ENROLLMENTS

##### Section A. Selection and Appointments of Faculty.

Appointments to the Summer Session will be made upon the recommendation of the department and school, but all appointments are at the discretion of the President of College. The departments will develop a staffing plan for the Summer Session which will: 1) satisfy any special staff needs brought about by the course offerings, and 2) give preference for faculty members in the bargaining unit employed during the academic year preceding the Summer Session, including those on leave; however, that provision shall not prevent a department from recommending the employment of a faculty member from outside the institution. Faculty

employed during the preceding academic year shall be appointed to the Summer Session on the basis of their rank and salary at the close of the previous academic year. The College retains the right of appointment and assignment of load for faculty within the Summer Session, and no faculty member employed during the academic year is assured employment in the Summer Session.

Section B. Minimum Enrollments.

1. Summer Session 1984.

If the course being taught does not enroll a minimum of twelve (12) undergraduate or six (6) graduate students, or an equivalent combination of the two categories, that portion of the faculty member's contract applicable to the underenrolled course will be cancelled. One graduate student credit hour is equal to two undergraduate student credit hours. The College will notify the faculty member of the enrollment in their assigned classes at the close of preregistration. At that time the faculty member has the option to: 1) elect not to teach any courses during the summer session; 2) elect not to teach the underenrolled course, but agree to teach other assigned classes during the summer session, or 3) agree to wait until final registration student enrollment figures are counted before electing not to teach the underenrolled course, but has the obligation to teach the other assigned classes during the summer session. Preregistration will be scheduled prior to May 15. The College may cancel underenrolled classes not later than the first day of class.

2. Summer Sessions 1985, 1986.

Each school is expected to maintain an average enrollment per section of not less than twenty-four (24) undergraduate students or twelve (12) graduate students or an equivalent mixture of undergraduates and graduates. The school director in consultation with the summer session director will cancel all sections enrolling less than twelve (12) undergraduates and that portion of the faculty member's contract applicable to the cancelled course will be voided. In exceptional situations, the school director with the concurrence of the summer session director may continue to offer an underenrolled section so long as the average enrollment per section within the school remains at or above twenty-four (24) as stipulated above. Average enrollment per section for each school will be determined by dividing the total enrollments within the school by the number of sections offered. The College will notify the faculty member of the enrollment in their assigned classes at the close of preregistration. At that time the faculty member has the option to: 1) elect not to teach any courses during the summer session; 2) elect not to teach the underenrolled course, but agree to teach other assigned classes during the summer session, or 3) agree to wait until final registration student enrollment figures are counted before electing not to teach the underenrolled course, but has the obligation to teach the other assigned classes during the summer session. Preregistration will be scheduled prior to May 15. The

College may cancel underenrolled classes not later than the first day of class.

## Article 12. SALARIES

Section A. Summer Session 1984. Faculty will be paid at the rate of eighteen percent (18%) of their regular nine-month contract for the preceding academic year. This equates to two percent (2%) per credit hour for each class taught. The maximum salary payment for the summer session shall be twenty-two percent (22%) of the regular nine-months contract salary. Normally, a faculty member will teach no more than nine (9) credit hours during the regular eight-week session; however, a faculty member may be permitted to teach up to three (3) additional credit hours during the pre- or post- session for a maximum summer session teaching load of twelve (12) credit hours. The exception to teach more than nine (9) credit hours during summer session requires approval of the faculty member, the Director of Summer Session, and the Dean of Academic Affairs.

After the College has determined that all the expenses of summer session have been met, over-realized funds will be used to make upward salary adjustments throughout the College for members of the bargaining unit. The College will furnish the Association a statement showing a breakdown of income and expenses prior to November 1, 1984.

Section B. Summer Sessions 1985 and 1986. Faculty will be paid at the rate of twenty percent (20%) of their regular nine-month contract for the preceding academic year. Normally, a faculty member will teach no more than nine (9) credit hours during the regular eight-week session; however, a faculty member may be permitted to teach up to three (3) additional credit hours during the pre- or post-session for a maximum summer session teaching load of twelve (12) credit hours. The exception to teach more than nine (9) credit hours during summer session requires approval of the faculty member, the Director of Summer Session, and the Dean of Academic Affairs. The maximum salary payment for a summer session shall be twenty-two percent (22%) of the regular nine-month contract for the preceding year.

If additional designated funds are allocated to SOSOC after the next legislative session to fund summer session, both parties will open the Agreement to begin negotiation concerning Article 12, Salaries.

Section C. For work performed on and after June 11, 1984, Southern Oregon State College shall as authorized by ORS 237.071 continue to pay on behalf of members then participating in the Public Employees Retirement System the statutorily required employe contribution, including the amount required under ORS 237.073, if 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 contribution paid by Southern Oregon State College to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 237.003(B), 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 137.073, if applicable, and shall be considered to be employe contributions for the purposes of ORS 237.001 to 237.320.

### Article 13. SUPPORT SERVICES

The College will provide Summer Session Faculty with adequate clerical and ancillary support.

### Article 14. 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 and information.
2. The orderly processes herein set forth are intended to be the sole method used for resolution of grievances, as that term is herein defined. Nothing contained in this Article is intended to preclude the use of the procedures outlined in the Faculty Constitution, its Bylaws, or the Oregon Administrative Rules. However, if a member seeks resolution of a dispute through any agency other than provided in this Article prior to seeking resolution of the dispute through presenting a grievance under this Article or while grievance proceedings are in progress, the College shall have no obligation to entertain nor proceed further with the matter pursuant to the provisions of this Article.

#### Section B. Definitions.

1. A grievance is a claim that the terms of this Agreement have been violated, misrepresented, or misapplied or that procedural steps in matters of appointment, reappointment, or promotion have not been followed. The term "grievance" shall not include complaints relating to matters of academic judgment. For the purposes of this Agreement, the term "academic judgment" shall mean the judgment of academic authorities, including teaching faculty and administrators, as to (a) the procedures, criteria and information to be used in making determinations as to appointment or reappointment, and (b) whether to recommend or grant appointment or reappointment to a particular individual on a basis of such procedures, criteria and information. For the purposes of arbitration, the term "grievance" shall not include complaints related to discrimination on the basis of religion, sex, race, color, national origin, age, handicap, or marital status.

2. "College calendar day" shall mean a day when registration, classes, or examinations are scheduled in accordance with the official college calendar.

Section C. Presentation of Grievance.

1. Informal Presentation.

- a. A member or a group of members may present a grievance personally or, upon written request may be represented by the Association. Members are encouraged to attempt to settle grievances informally. If members are unable to settle the grievance during this informal presentation and want to pursue the grievance further they shall inform the Association. The Association may present a grievance and shall be entitled to representation at all informal presentations. All such presentations must be made within twenty (20) college calendar days following the date upon which the members had or could have been reasonably expected to have had knowledge of the action, event, or commencement of the condition which is the basis of the grievance.
- b. The President or his designee, not a member of the bargaining unit, shall render a written decision within twenty (20) college calendar days if so requested by the Association. Such a request must be made by the Association within twenty (20) college calendar days after the last informal presentation.
- c. Any settlement, withdrawal, or other disposition of a grievance through the informal presentation shall not be considered a binding precedent in the disposition of subsequent grievances.

2. Formal Grievance Procedure.

- a. Filing a Formal Grievance.

Formal grievances must be filed by the Association in the President's office within twenty (20) college calendar days after receipt of the President's written decision at the informal grievance level, or within twenty (20) days after the last informal presentation. Formal grievances must be initiated by submitting relevant facts to the President on the grievance form, Appendix A. Use of this form in no way precludes the submission of other relevant facts later during the grievance and arbitration process.

- b. Formal Grievance Steps.

Any step(s) of the formal grievance procedure may be waived by mutual consent of the parties.

Step I. The school director will hear the grievance within twenty (20) college calendar days of its presentation and render a decision in writing to the Association within ten (10) college calendar days of the hearing. If there is no incumbent school director, the Association shall proceed to Step II below.

Step II. If the Association is not satisfied with the decision at Step I, the Association may present the grievance in writing to the Dean of Academic Affairs within ten (10) college calendar days after receiving the decision from the school director. The Dean will hear the grievance within ten (10) college calendar days if the School Director has heard the grievance and twenty (20) calendar days if not and will render a decision in writing to the Association within ten (10) college calendar days of the hearing.

Step III. If the Association is not satisfied with the decision at Step II, the Association may present the grievance in writing to the President of the College within ten (10) college calendar days after receiving the decision from the Dean. The President, or a designee not hearing the grievance at Steps I and II, will hear the grievance within ten (10) college calendar days and will render a decision in writing to the Association within ten (10) college calendar days of the hearing.

Step IV. If the Association is not satisfied with the decision at Step III, the Association may present the grievance in writing to the Chancellor of the Oregon State System of Higher Education with copies to the Vice Chancellor of Administration, Associate Vice Chancellor for Personnel Services and the President within forty-five (45) calendar days after receiving the decision from the President. The Chancellor, or his designee, will render a decision in writing to the Association within forty-five (45) calendar days.

### 3. Authority of the Arbitrator.

- a. The arbitrator shall neither add to, subtract from, nor modify the terms 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.
- c. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision

as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.

4. 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 both the parties.
5. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than forty (40) calendar days before the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.
6. The award of the arbitrator shall be final and binding upon OSBHE and the Association and the Grievant(s) involved to the extent permitted by and in accordance with applicable law and this Article.

#### Section D. General Provisions as to Grievances.

1. Failure by the administration to communicate a decision on a grievance at any step short of arbitration within the stated time limits, including any extensions thereof, shall be deemed agreement to grant the remedy sought. Failure by the Association to proceed to the next step within the stated time limits, including any extension thereof, shall be deemed an acceptance of the decision rendered at that step.
2. Neither the College nor the Association shall take reprisals against any member for participating in a grievance procedure.

Section E. Communication. Whenever written grievances, answers, decisions, or appeals are required as herein outlined, they shall be sent by certified mail or delivered to the following in person:

1. The President of the College;
2. The President of the Association.

#### Section F. Arbitration.

1. If the grievance is not resolved at the Chancellor's level the grievant or the Association may, within thirty (30) college calendar days of the receipt of the written response from the Chancellor's office 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 arbitrators'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.

Article 15. COPIES OF THE 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) copies to the President of the Association, and five (5) copies to the President of ASSOSC, and provide a copy to each new member at the time of hiring. The cost of the printing of the Agreement shall be shared equally by both parties to this Agreement.

Article 16. 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 provision shall not invalidate the entire Agreement. All other provisions not declared invalid or not incompatible therewith shall remain in full force and effect.

Article 17. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purposes of negotiating a successor Agreement, the Association will send written notice to the College by November 30, 1986, specifying the Articles which the Association wishes to open for negotiation. The College will notify the Association in writing by December 30, 1986 specifying the Articles which the College wishes to open. Negotiations for a successor contract will begin on or about February 1, 1987.

Articles may be opened with mutual agreement at any time during the duration of the Agreement.

Article 18. 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 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.

The differences between the parties concerning the meaning, interpretation or application of this Agreement, where no formal grievance has been filed, shall be referred to the Contract Oversight Committee. The Contract Oversight Committee will consist of two representatives of OSSHE, appointed by the Chancellor, and two representatives of the Association. If the Contract Oversight Committee is unable to resolve the dispute within twenty (20) college calendar days, both parties agree to include such unresolved items on the agenda list for subsequent contract negotiations.

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 in writing.

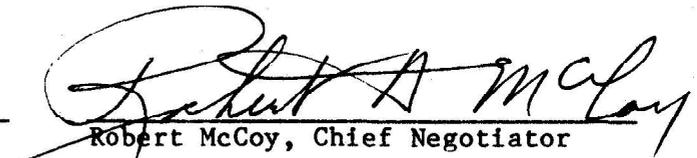
Article 19. TERM OF AGREEMENT

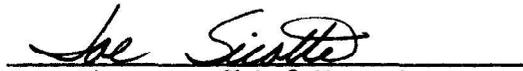
This Agreement shall be in full force and effect from the date of ratification by both parties throughout the summer sessions of 1984, 1985 and 1986.

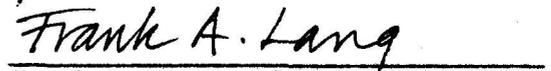
FOR THE COLLEGE:

FOR THE ASSOCIATION:

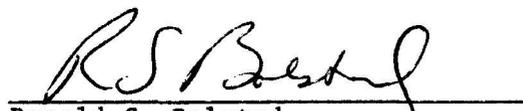
  
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Natale A. Sicuro, President

  
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Robert McCoy, Chief Negotiator

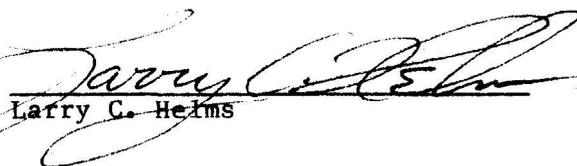
  
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Joe Sicotte, Chief Negotiator

  
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Frank Lang, President

  
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Ernest E. Ettlich

  
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Ronald S. Bolstad

  
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Ronald L. Anderson

  
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Larry C. Helms

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

  
\_\_\_\_\_  
W.T. Lemman  
Vice Chancellor for Administration

9-24-84  
Date

