

## PREAMBLE

The Board and Federation share a desire to further the educational goals of the College in accordance with Oregon Revised Statute 341.009. The Board and Federation recognize that a major factor in pursuit of this goal is a harmonious and mutually supportive relationship conducted in a fair and equitable manner. The employees and College administration shall support excellence in instruction and services leading to student success.

## ARTICLE 1 – DEFINITIONS

- 1.00 **"Academic Professional"** refers to members of the bargaining unit who are not Faculty.
- 1.01 **"Academic year"** is the twelve month period from September 1 through August 31.
- 1.02 **"Board"** shall mean the Board of Education of Portland Community College District as the elected representatives of the citizens of the Portland Community College District.
- 1.03 **"Break in service"** means when employment in a bargaining unit position (except part-time Faculty) is interrupted by an unpaid leave of absence of two academic terms or the equivalent (120 consecutive work days or more), or is terminated by resignation, retirement, dismissal or appointment to a position outside the bargaining unit. This definition does not apply to the situations described in Article 3.52 of this Agreement (appointment of Faculty to fill an administrative position) nor to the PERS statutory break in service provisions.
- 1.04 **"Campus"** means a comprehensive College operation maintained by the College that includes lower division collegiate, career and technical education, community and student services. This also includes the Extended Learning Campus, maintained by the College to meet special and unique needs of the district and local residents by providing specialized career and technical education, general education and community and student service activities.
- 1.05 **"College"** means the institution of Portland Community College which includes Students, Faculty, Academic Professionals, Classified Employees, Confidential Employees and Management.
- 1.06 **"Consensus"** is when all members of a group agree upon a single alternative, and each group member can honestly say:
- a. "I believe that you understand my point of view and that I understand yours;
  - b. Whether or not I prefer this alternative, I support it because it was reached fairly and openly."
  - c. No one just gives in; no one gets all they want; not always a compromise; but the best solution for us at this time.
- 1.07 **"Day"** or **"working day"** shall mean a day which falls on a Monday through Friday and excludes holidays and other days when the College is closed, unless one of the more specific terms listed below is used in the Agreement.
- a. **"Work days"**: Days on which Faculty or Academic Professionals are required to work during their appointment year;
    1. **"Instructional day"**: A work day during which an Instructor is assigned to teach classes. This includes finals week.

2. **"Non-instructional day"**: A work day during which an Instructor is not scheduled to teach classes.
  - b. **"Calendar days"**: Consecutive days of the week, month or year, including Saturdays, Sundays, holidays, and breaks between terms;
  - c. **"Business days"**: Monday through Friday, excluding College holidays and scheduled breaks between academic terms during the 12-month academic year. It does not include the day on which a grievance is presented, appealed, or a response sent.
- 1.08 **"Department"** or **"Division"** means an organizational unit of either central administrative services or of a campus which groups together services and/or instructional programs.
- 1.09 **"Employee"** means any member of the bargaining unit under the direction and supervision of the College. Bargaining unit employees include part-time and full-time Instructors, Counselors, Librarians and Academic Professionals.
- 1.10 **"Faculty"** refers to Counselors, Instructors and Librarians. The term "Academic Professional" refers to members of the bargaining unit who are not Faculty.
- 1.11 **"Faculty Department Chair"** means a full-time Faculty member appointed by a Division Dean to perform certain management support functions.
- 1.12 **"Fiscal year"** is the twelve (12) month period from July 1 through June 30.
- 1.13 **"FTE"** means full-time equivalency. FTE represents the percentage of a full-time teaching load.
- 1.14 **"Federation"** means the Portland Community College Federation of Faculty and Academic Professionals, Local 2277, American Federation of Teachers - Oregon, American Federation of Teachers, American Federation of Labor/Congress of Industrial Organizations, which is the certified representative for the full-time and part-time Faculty and Academic Professional bargaining unit.
- 1.15 **"Full-time"** means one of the following:
- a. A Faculty with a minimum 180 day appointment year consisting of 176 work days and four holidays.
  - b. A Faculty with a temporary assignment consisting of a full work load for one term or more.
  - c. An Academic Professional with a minimum 1,387 hour appointment year and a maximum of 2,080 hours.
- 1.16 **"Instructional Contact Hour"** shall mean the number of clock hours assigned to a teaching Faculty in the official College class schedule.
- 1.17 **"Management"** refers to the Board or to the Management employees to whom the Board has delegated its authority.

1.18 **"Management Employees"** include Executive Officers (Vice-Presidents, Campus Presidents), Deans, Directors, department administrators and/or supervisors with titles as may be designated by the District President. "Executive Officer" means the Chief Executive Officer of a campus or service (Campus President/Vice-President). The titles "Dean of Instruction" and "Dean of Student Development" refer to those Management employees who report directly to an Executive Officer as do some Directors. The term "Division Dean" refers to those Management employees who report directly to a Dean of Instruction/Student Development. An "Administrative Department Chair" reports to a Division Dean or a Director. The term "Administrative Supervisor" is a generic term used in this Agreement to indicate the employee's immediate Management supervisor, regardless of actual job titles. Titles for Management jobs are subject to change by the College.

1.19 **"Other facilities"** shall mean all other locations used by the College to supplement its campus environments to make education accessible to all residents of the district.

1.20 **"Part-time Academic Professional"** shall mean an employee who has an authorized appointment year from 960 to 1,386 hours.

A casual professional employee who exceeds 959 hours in a single position in the same fiscal year, or who is authorized for additional hours in the same position which results in an authorized schedule of more than 959 hours, shall be considered to be in a temporary part-time Academic Professional position for the balance of the fiscal year and shall be treated as such beginning on the date that the 959 hour limit was exceeded or that the additional hours were authorized.

1.21 **"Part-time Faculty"** shall mean any person who is hired as a Counselor, Librarian, Tutor or as an Instructor to:

- a. work 30 hours or more in an academic term; or
- b. teach a three credit hour class or its equivalent in instructional contact hours in an academic term.

Provided that neither shall equal or exceed .82 FTE and that the assignment is in one of the following areas:

1.211 Lower division collegiate

1.212 Career and Technical (vocational supplementary, vocational preparatory) and apprenticeship.

1.213 Developmental Education

1.214 Adult Basic Education/GED

1.215 English as a Second Language

1.216 High school completion

1.22 **"District President"** shall mean the President of Portland Community College district.

1.23 **"Student"** shall mean any person enrolled in a course at the College.

1.24 **"Years"** used in the Agreement means the following:

- a. **"Academic year"** means the period from September 1 through August 31.

- b. **"Fiscal year"** means the period from July 1 through June 30.
  - c. An **"appointment year"** for individual bargaining unit employees is from September 1 through August 31 for those employees hired since July 1, 1984. For those employees hired prior to July 1, 1984, the appointment year is July 1 through June 30. Temporary and special appointment Faculty may have appointment years which vary from this definition.
- 1.25 The singular shall include the plural where appropriate in the contract.
- 1.26 The word "shall" is mandatory and the word "may" is permissive.
- 1.27 Notification "in writing" or written files as used in the Agreement means in paper or electronic form (e.g., e-mail, MyPCC or Banweb, etc.).