

**The Main Agreement  
(To June 30, 2011)  
and  
Memoranda of Agreements**



**between**

**The Lane Community College  
Board of Education**

**and**

**The Lane Community College  
Education Association**

MAIN AGREEMENT – To June 30, 2011

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## **PREAMBLE TO THE 2006 - COLLECTIVE BARGAINING AGREEMENT**

This contract is founded on the joint commitments set forth in the Labor Relations Principles MOA for Lane Community College. The Labor Relations Principles are incorporated by reference into this Agreement. The Labor Relations Principles are explicitly not grievable under Article 36 of the agreement. The principles, however, govern the administration and inform the interpretation of this Agreement and MOAs entered between the College and the Association and all other interactions between the College and the Association.

## LABOR RELATIONS PRINCIPLES

These Labor Principles are intended to create a framework to support and be part of Lane's new work relations.

1. We share the vision of a comprehensive educational institution that strives to serve the interests and needs of all stakeholders.
  - A. We accept responsibility and accountability for acting to accomplish the College mission.
  - B. We accept the responsibility to work together to promote changes that will improve the performance of the college in serving student learning, the interests of students and the well-being of college employees.
  - C. Our cooperative effort will be successful by engaging the talents, energy and enthusiasm of all employees in more effectively and efficiently meeting changing needs, providing opportunities for personal growth, and promoting greater trust and improved working relationships between union and administration/management at all levels.
2. We will interact with each other and build relationships based upon trust, honesty, openness and mutual respect.
  - A. Trust and respect can only be established or enhanced when credibility and integrity are demonstrated on a continuous basis. Open, honest, and timely communication is essential to this process.
  - B. We recognize that even in a healthy, long-term relationship, honest differences of opinion will occur. The mark of an effective relationship is the ability of the parties to agree or disagree on a specific issue without disrupting the entire relationship or ceasing to approach change in a constructive manner.
  - C. With regard to conflict, we measure the health of our relationship not by the absence of conflict, but rather the presence of effective processes to resolve conflict in a constructive manner within the relationship.
  - D. Both the administration and the unions recognize the importance of, and are committed to, dealing with each other in a professional and effective manner.
  - E. We will deal with each other directly and honestly.
  - F. In communicating accomplishments, we will give each other credit when credit is due.
3. Management acknowledges and respects the role of unions in representing the interests of employees.
  - A. Management at all levels acknowledges and respects the unions' leadership role..
  - B. Management at all levels acknowledges and respects the representative role of representatives the unions select.

- C. Management at all levels accepts and respects collective bargaining and the exclusive role of the unions in representing bargaining unit employees on all matters concerning wages, hours and working conditions and in any situation defined as "dealing" by the NLRB.\*
  - D. Management at all levels accepts and respects the grievance processes of the collective bargaining agreements and will work within them.
  - E. Management at all levels accepts and respects the right of unorganized employees to organize themselves in the manner of their choosing to engage in collective bargaining
4. The unions acknowledge and respect the role and responsibilities of management as delegated by the Board Of Education.
- A. The unions acknowledge that management is accountable to the Board of Education and for accomplishing the mission and goals of the college and for day-to-day operations of the college.
  - B. The unions understand that the Board of Education has delegated to management representatives the responsibility for representing the Board in collective bargaining, and the unions accept and respect the exclusive role of these representatives in representing the Board.
  - C. The unions acknowledge that management may interact directly with individual employees on all matters not related to wages, hours and working conditions, consistent with 3.C. above.
  - D. The unions accept and respect the grievance processes of the collective bargaining agreements and will work within them.
5. The unions and management acknowledge and accept their responsibility in a constructive collective bargaining environment.
- A. The unions and management acknowledge the responsibilities inherent in the principles enumerated in this agreement, and will strive to create the internal consensus and create the structural means to carry them out.
  - B. The unions and management will strive to provide an internal dialogue, alignment of employees' vision, and group coherence which increase the capacity of the College to achieve lasting, systemic improvements.
  - C. The unions and management will strive to create and maintain alliances to support public education and Lane Community College, jointly and independently.
6. We will cooperate and emphasize problem solving.
- A. We are, in fact, interdependent with one another; therefore, we will mutually seek out and take into account our different points of view, which will lead to better solutions



and the greater possibility of crafting and agreeing on options which meet each of our interests.. We avoid win/lose behavior.

- B. We will jointly develop and put in place structures and processes (such as steering committees, communications plans, feedback mechanisms, and bargained agreements) that will bring our intentions to life.
  - C. Our commitment to joint processes is thorough and sustained. Regular interactions over a productive agenda is critical, and all participants must be willing to commit the time and energy required.
  - D. Within joint processes, the desire by any party to meet separately will be respected. Where there is insufficient basis for joint effort, independent responsibility will be acknowledged and supported.
7. We accept the principle of continuous improvement through employee involvement and empowerment as the means by which we will achieve our shared vision.
- A. Each employee has the ability and responsibility to contribute to the success of the College.
  - B. We will engage the challenges of today and tomorrow and thereby support educational excellence by striving to provide those closest to the work with information, resources, skills, and the authority to manage them to improve student learning, services to customers, and processes within the College.
  - C. Encouraging and valuing everyone's contribution will promote teamwork that will continuously improve the College and employees' job satisfaction, creativity and personal growth.
  - D. We will utilize our collective bargaining processes to determine sharing of the benefits of efficiencies and revenue enhancements made possible by improvements jointly created by employees.

\*"Dealing" involves a bilateral mechanism between two parties. It ordinarily entails a pattern or practice in which a group of employees, over time, makes proposals to management, management responds to these proposals by acceptance or rejection by word or deed, and compromise is not required." NLRB, Guidance for Seeking to Implement Lawful Cooperative Programs.

This agreement is made by the Lane Community College Education Association, the Lane Community College Employee Federation, the Lane Community College Management Committee, and the Lane Community College Administration.

**2005 - 2011  
Collective Bargaining Agreement**

This contract and the Memoranda of Agreements listed below\* are made by and between The Lane Community College Education Association, hereinafter called the "Association," and the Board of Education of Lane Community College, hereinafter called the "College," and supersede all previous agreements between the parties.

In witness whereof the parties affix their signatures below:

\_\_\_\_\_  
James Salt  
Association President

\_\_\_\_\_  
Roger Hall  
Chairperson – Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stan Taylor  
For the LCCEA Negotiations Team

\_\_\_\_\_  
Mary Spilde  
College President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\* Memoranda of Agreements, some of which extend beyond the main agreement, signed along with the main agreement:**

Appropriate Levels of Full- and Part-time Faculty  
Distance Learning  
College Governance  
Nursing Clinical Workload  
Re-Employment of Retired Employees  
Strategic Learning Initiative  
Unpaid Sabbatical Leave Option

## ARTICLE 1 - AUTHORITY

- 1.1 **Bargaining Unit Composition.** Under the provisions of the Oregon PECBA, the Lane Community College Education Association, affiliated with the Oregon Education Association and the National Education Association, has been recognized as the exclusive representative of faculty who work more than twenty percent (20%) of a full-time equivalent departmental workload(s) in a single term or who work or are projected to work twenty percent (20%) or more of an annual full-time equivalent departmental workload(s).
- 1.1.1 **Faculty Unit Defined.** The term "faculty" shall include all librarians, counselors, employees in faculty administrative support assignments, student health nurses, athletic trainers, and instructors, including instructors in Flight Technology, Adult Basic and Secondary Education, and English as a Second Language programs.
- 1.1.2 **Faculty Unit Exclusions.** Specifically excluded from this bargaining unit are all supervisors, confidential employees and instructors who teach only community or adult education classes.
- 1.1.3 Under the authorities stated above, the parties have negotiated and agreed upon the provisions of this contract.
- 1.1.4 For the purposes of definition, the terms "instructor," "employee" or "member" when used in this Agreement shall refer to all employees in the bargaining unit as defined above. All pronouns shall include both male and female persons.
- 1.1.5 **Faculty Contracted Defined.** Unless otherwise provided in this Agreement or properly executed Memoranda of Agreements, the term "contracted" shall include all bargaining unit members employed more than half time on an annual basis. (More than half time shall apply only to contracted persons hired after June 30, 1993.)
- 1.1.6 **Faculty Part-time Defined.** Unless otherwise provided in this Agreement or properly executed Memoranda of Agreements, the term "part-time" shall include all bargaining unit members employed half time or less on an annual basis. See Article 34.5.3.2 for the provisions of the Faculty Part-time Roundup.
- 1.1.7 **Annual Basis.** The term "annual basis" refers to the three (3) terms excluding summer term. With the agreement of the College

and Association, "annual basis" may refer to any three (3) of four (4) consecutive terms for contracted faculty, case by case.

- 1.2 **Contract Precedence.** In the event that any provision of this contract is contrary to any policies adopted by the employer prior to the effective date of this contract, then the provisions of this contract shall apply.
- 1.3 **Savings Clause.** In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction such decisions shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect, and negotiations shall immediately begin over issues dealt with in clauses declared invalid.

## ARTICLE 2 - EFFECTIVE DATES & IMPLEMENTATION

- 2.1 **Effective Date.** Except as hereinafter provided, this Agreement shall become effective on July 1, 2005 or the date of ratification by the employees and the employer, whichever is later, and shall continue in effect through June 30, 2011.
- 2.2 **Renewal of Agreement.** This Agreement shall be automatically renewed from year to year unless the College or the Association gives written notice to the other after January 1 and not later than February 1 prior to the expiration date of its desire to modify the Agreement for a successive term or to terminate the Agreement.
- 2.3 **Captions.** Captions used in this Agreement to identify articles are for information only and are not intended to modify the interpretation of the specific articles.
- 2.4 **Application of Terms of Agreement.** The terms and conditions of this Agreement shall apply only when the covered employees are performing work in their primary assignments which are normally done by employees covered by this Agreement.
- 2.5 **Re-Openers.** Beginning no later than January 1, 2008, the College and Association shall commence negotiations for each three year period on economic issues. The College and the Association mutually agree that each party may bring three non-economic issues forward for each economic re-opener.
- 2.6 **Scope of Agreement**
- 2.6.1 The parties have created a list of known MOAs and MOUs. The Association and the College may identify additional MOAs and MOUs to add to the list. They will then identify which MOAs and MOUs from the list that are in effect. If it is unclear whether agreements remain in effect, and the College and the Association can not come to agreement by June 30, 2006, the MOA or MOU will remain in force until June 30, 2008. Either party may propose continuation, non-continuation, or modification, of such MOAs or MOUs as part of the re-opener as established in Article 2.5, and such proposals to extend MOAs or MOUs shall not count against the three non-economic issues.
- 2.6.2 All MOAs and binding agreements between the parties that are not included in this Agreement or in the list referenced in 2.6.1, shall continue in full force and effect for the length of their individual deadlines. If no deadlines are provided, the MOAs and

agreements shall remain in force and either party may raise them for bargaining in the next re-opener. Should any such agreements be raised in the re-opener, they shall not count as one of the three non-economic issues allowed.

- 2.6.3 Any other matter regarding a mandatory subject of bargaining that is not addressed by this agreement or other written agreements shall be subject to the College's control, except that it will notify the Association and bargain upon demand before making any change in a mandatory subject of bargaining that is not addressed in this Agreement.

### ARTICLE 3 - ALTERATION OF AGREEMENT

- 3.1 **Alteration of Agreement.** The provisions of this Agreement or properly executed Memoranda of Agreements may be altered at any time upon the mutual consent of both the College and the Association except that neither party shall refuse to meet with the other for the purposes of alteration except as provided in this Agreement and Memoranda of Agreements.
- 3.2 **Notice of Proposal Changes in Personnel Policies.** Any time the College determines that matters of employment relations not covered by this Agreement should be amended, or new policies affecting personnel adopted, they will provide the Association fifteen (15) working days' notice and an opportunity to respond prior to the time the amendment becomes effective.
- 3.3 **Labor/Management Committee.** The College and the Association shall establish a Joint Labor/Management Committee composed of an equal number of College and Association representatives. The committee will meet monthly during the regular academic year for the purpose of discussing issues and concerns that could impact the College and/or Association bargaining unit members. Agreements, if any, shall not have contractual force or effect. The committee will not be a substitute for the grievance procedure except where a role is explicitly outlined in Article 36 of this Agreement.

## ARTICLE 4 - COLLEGE FUNCTIONS

- 4.1 **Retention of College Rights.** Except as limited by this Agreement, properly executed Memoranda of Agreements and applicable state law, it is recognized that the College has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties, and activities of its employees.
- 4.2 **College Rights and Responsibilities.** Without limiting the generality of the foregoing, it is expressly recognized that the scope of the College's operational and managerial rights and responsibilities includes:
- 4.2.1 The determination of the location of the schools and other facilities of the College.
  - 4.2.2 The determination of the financial policies of the College, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
  - 4.2.3 The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
  - 4.2.4 The maintenance, control and use of the College property and facilities.
  - 4.2.5 The determination and maintenance of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.
  - 4.2.6 The enforcement and modification of policies, rules and regulations now in effect and to establish new policies, rules and regulations from time to time.
  - 4.2.7 The direction and arrangement of all the working forces, including hiring, suspending, discharging, or disciplining employees.
  - 4.2.8 The creation, combination, modification, or elimination of any teaching position, except as restricted by other provisions of this Agreement.
  - 4.2.9 The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance.



4.2.10 The approval and authorization of the subjects to be taught.

4.2.11 The scheduling of classes and assigning of workloads.

4.3 **Subcontracting.** Unless specified otherwise by this Agreement or properly executed Memoranda of Agreements, the College maintains the right to contract or subcontract work, subject to notification to the Association of its intent with enough lead time to permit the Association to enter into discussions with the administration prior to the final decision. Prior to the implementation of any contracting or subcontracting of faculty bargaining unit work, the College and Association shall negotiate the impact of the change. If the College intends to contract out bargaining unit work, it will notify the Association in writing of such intent. Within fifteen (15) working days of the receipt of this notice, the Association may demand to bargain over the impact of contracting out. The ninety (90) day expedited bargaining process described in ORS 243.698 shall be used by the parties for bargaining over the impact of contracting out in every instance, regardless of whether negotiations for a successor agreement are under way or not, and regardless of whether the collective bargaining agreement has expired or not.

## ARTICLE 5 - STRIKES/LOCKOUTS

- 5.1 **Strikes.** The Association and members of the bargaining unit, as individuals or as a group, agree that during the term of this Agreement its membership will not participate in a strike, work stoppage, slowdown, or other concerted work action affecting Lane Community College.
- 5.2 **Lockouts.** The College agrees that during the term of this Agreement there will be no lockout of employees.
- 5.3 **Interim Bargaining.** If negotiations occur on any provision of this Agreement prior to the start of the regular bargaining process, Sections 5.1 and 5.2 shall be waived during the term of said negotiations.
- 5.4 **Strikes at Other Institutions.** Represented faculty who perform bargaining unit work for Lane Community College within or through the facilities of other institutions will not be expected to cross picket lines or perform work through or at these institutions if there is a strike as a result of a labor dispute between the management of such institutions and their represented employees. Faculty who are unable to perform their bargaining unit work as a result of conditions described above will be provided alternate meaningful work, with no loss of compensation, for the duration of such conditions.

## ARTICLE 6 - FUNDING

- 6.1 The College may declare a “budget exigency” during the term of this agreement in a fiscal year where the following budget circumstances are documented:
- 6.1.1 A reduction from one fiscal year to the next of 5% or more in the level of State fund support plus local tax revenue for the College General fund; and
  - 6.1.2 A health insurance rate renewal (medical, dental, and vision) increase in excess of 20%.
  - 6.1.3 Declaration of a “budget exigency” shall also require a majority vote of the College Board of Education.
- 6.2 The College shall provide the Association with a minimum of fourteen (14) calendar days written notice following the Board's declaration of a budget exigency and the College and the Association shall then negotiate for 90 days calendar days using the process outlined in ORS 243.698. Bargaining shall be limited to reduced in-service days in lieu of the annual COLA for the following fiscal year.
- 6.3 **Reprioritizing.** In the event of a) significant decline in student demand for courses, b) internal policies or decisions or mutually recognized opportunities which significantly affect funding, internal resources or student demand, or c) significant increases in funding due to statutory or other externally imposed reasons, the College and Association shall meet to discuss potential solutions and/or other responses to the situation.

## ARTICLE 7 - NONDISCRIMINATION

- 7.1 **Nondiscrimination.** The Association and the College affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, physical limitations, marital status, sexual orientation or national origin. Provisions of this Article for which other remedies exist (e.g. OFCR, BOLI, EEOC, Department of Labor) shall not be subject to binding arbitration.
- 7.2 **Affirmative Action for Redressing Ethnic and Gender Discrimination.** The College and Association recognize that all the effects of ethnic and gender discrimination, including systemic workforce segregation, cannot be remedied simply by ending discriminatory practices and utilizing employment practices that treat people equally regardless of ethnicity or gender; and for this reason, affirmative action is necessary. The term "affirmative action" refers to any measure, beyond simply terminating and prohibiting discriminatory practices, that may be used to increase or maintain the percentage of particular categories of underrepresented employees in the workforce or segments of the workforce. The above understanding shall be reflected in affirmative action policies of the College, which shall be formulated and carried out with active participation of the Association. Each year, the College shall provide the Association with a copy of the annual AA Plan update within thirty (30) calendar days of completion. After delivery of the annual AA Plan update, a meeting shall occur between the Executive Director for HR and LCCEA, as well as interested faculty, in order to review recruitment and retention performance.
- 7.3 **Diversity.** The College and the Association shall maintain a working environment where a diverse faculty may fully participate in taking collective responsibility for the student learning environment of the college.

## **ARTICLE 8 - CONFORMANCE**

Any individual contract between the Board and an individual employee hereinafter executed shall be subject to the terms and conditions of this Agreement and properly executed Memoranda of Agreements. If such an individual contract contains language contrary to this Agreement or properly executed Memoranda of Agreements, these collectively bargained Agreements during their duration shall be controlling.

## ARTICLE 9 - CALENDAR

9.1 **Work Year.** Employees contracted to work a three (3) term year shall work one hundred seventy-five days as scheduled by the College. The 175 days include 165 instructional days, and ten (10) non-instructional days.

9.1.1 The work year shall consist of Fall, Winter, and Spring terms unless agreed to by the individual faculty member, the Association, and the College.

9.1.2 Summer term may include assignments of varying lengths as scheduled by the College that total the faculty member's usual credit assignment for a term, are consistent with Article 35 and college workload practices, and are agreed to by the individual faculty member, the Association and the College.

### 9.2 **Non-instructional Days**

9.2.1 **Non-instructional Days - Contracted.** Ten non-instructional days may be scheduled by the College for contracted faculty prior to the beginning of classes each fall term. Eight (8) of the non-instructional days shall be assigned for Fall in-service activities as described in Article 9.3. The remaining two non-instructional days that fall outside of fall in-service may be scheduled and assigned by mutual agreement of the faculty member and her/his manager. In addition to these ten non-instructional days, one (1) day of in-service shall be scheduled during the Winter or Spring term.

9.2.2 **Non-instructional Days - Part-time.** Each part-time faculty member shall be compensated for attendance of a maximum of twenty four (24) hours of college-wide in-service scheduled activities every academic year. Part-time faculty will be compensated at their hourly rate for all hours attended.

9.2.2.1 Up to a maximum of sixteen (16) hours of in-service attendance for part-time faculty members shall be compensated each year prior to or during the fall term if the employee works as a member of the bargaining unit during fall term. These hours will typically be scheduled prior to and contiguous with fall term.

9.2.2.2 Up to an additional eight (8) hours of in-service attendance for part-time faculty members shall be compensated by the College each year for part-time faculty in either the winter or spring terms if the employee works as a bargaining unit member

during the term the in-service is held. This additional time for part-time faculty in-service shall be scheduled for a college-wide activity or event and is not available for a discretionary assignment.

9.2.2.3 Whenever part-time faculty are scheduled by a college department or division manager for in-service activities that are not related to college-wide functions, such part-time faculty shall be compensated at their hourly rate of compensation.

9.2.2.4 When scheduling in-service hours for part-time employees, the College shall be considerate of the employee's obligations not related to his or her Lane Community College assignment.

9.3 **In-service.** The College and Association shall meet and mutually plan in-service scheduling. Two (2) of these days, or sixteen (16) hours, may be scheduled and assigned by the College. The Association is exclusively responsible for planning one and one-half (1 & ½) of the eight (8) in-service days for Association activities (e.g. union meetings, faculty professional development, sabbatical reports). No other faculty events may be scheduled during the Association's one-half day fall in-service all-faculty Association meeting. The eight (8) required non-instructional days shall start on Wednesday of the second week before fall term. At least two days of fall in-service shall be devoted to class preparation for contracted teaching faculty; no required activities may be scheduled for faculty members on these days. One (1) non-instructional day shall be scheduled jointly for interdisciplinary work (e.g. cooperative education, learning communities). All other Association and College non-instructional days shall be scheduled collaboratively, consistent with the overall instructional in-service schedule. The schedule shall include adequate time for Human Resources to meet with and provide and collect information related to salary and benefit administration for all new faculty members.

9.4 **Faculty Connections.** Faculty Connections is a faculty-organized orientation of new faculty members. Faculty Connections shall be held the Monday and Tuesday immediately prior to Fall in-service.

9.5 **Calendar Preparation.** The scheduled work year shall include those holidays recognized as paid holidays by the College that fall within the teaching calendar. A copy of the proposed calendar will be sent to the Association for its review and recommendations prior to its official adoption by the Board.

9.6 **Recognized Paid Holidays Listed.** The following holidays will be recognized by the College as paid holidays if the employee's contract

incorporates such days so that he/she is required to work the last day preceding and the first day following the holidays, excluding weekends: Veterans' Day; Thanksgiving Day, and the following Friday; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; New Year's Day; 4th of July; Labor Day; Christmas Eve; Christmas Day; and the day following Christmas. When Christmas falls on Wednesday, the following two (2) days are observed as holidays instead of the last working day before and the first working day after Christmas day.

- 9.7 **Calendar Modification.** If during the term of this Agreement, the College proposes an academic calendar that does not provide vacation periods of: a) two (2) weeks between fall and winter; b) one (1) week between winter and spring; and c) one (1) week between spring and summer, then such proposal shall be subject to negotiations upon request by the Association.



## ARTICLE 10 - RETRENCHMENT

- 10.1 **Definition.** For the purpose of this Article, retrenchment means a partial or full layoff of any contracted employee for any good-faith reason other than disciplinary, performance-related or personal reasons.
- 10.2 **Association Notice.** Whenever the College determines that a retrenchment is necessary and the retrenchment will affect employees beginning with the new academic year in the fall, then the College by no later than March 15 of the preceding academic year shall schedule a meeting with the Association to discuss the general subject and possible alternatives. Whenever the College determines that a retrenchment is necessary at any other time, then at least sixty (60) calendar days before its implementation, the College shall schedule a meeting with the Association to discuss the general subject and possible alternatives.
- 10.3 **Layoffs.** Layoffs necessitated by the retrenchment shall be in the inverse order of seniority within the affected unit so long as the employees to be retained are qualified to perform the remaining duties.
- 10.4 **Seniority – Grant-Funded.** Employees hired after July 1, 1993 specifically for a grant-funded project shall not accrue seniority other than within the grant-funded program for which they were hired, or be placed on the RIF Report until they have been rehired for a fourth consecutive academic year. In such case, the employee shall be afforded probationary status and seniority will be credited from the first date of employment.
- 10.5 **Seniority - Defined.** Seniority is defined as the employee's total continuous service commencing on his/her first actual workday of continuous employment in the bargaining unit. For layoff purposes, seniority will be calculated to the date of employee notice requirement.
- 10.6 **Seniority - Based on FTE.** For the purpose of layoff, a contracted employee's seniority shall be based on the ratio of his/her past continuous work schedule to the full-time standard.
- 10.6.1 A contracted employee whose contracted workload varies without a break in service shall receive seniority credit for such service based on the above formula.
- 10.6.2 A contracted employee shall receive additional seniority credit for overloads and summer assignments. Total seniority credit shall not exceed the full-time standard.
- 10.6.3 In the event of a layoff, a contracted employee who has, during any part of the previous three (3) years, been assigned to less than 1.0

FTE in a unit will have a seniority claim to an assignment in that unit equal to the average of his/her annual workloads in that unit since beginning work in said unit or for the previous three (3) years, whichever represents the lesser amount of time. However, such average workload may be adjusted when necessary to accommodate reasonable work assignments.

10.6.4 Notwithstanding Section 10.6.3, an employee assigned to more than one (1) unit may, with the consent of the College, have all of his/her seniority credited to any one (1) of the units of present assignment and have a seniority claim to an assignment in that unit equal to the total of all assignments. By this action, the employee would relinquish all claim to assignments in other units.

10.6.5 The College and the Association recognize that occasional circumstances will arise where an employee has an unusual employment situation and the provisions of this Article seem not to be appropriate. In such cases the parties will meet to attempt to determine the appropriate seniority claims. Such agreements, if any, must be consistent with the examples made part of the bargaining record at the time of the adoption of this language.

## 10.7 **Elimination of Contracted Positions**

10.7.1 **Part-time Employees.** Part-time employees will not be hired to fill positions of qualified contracted employees who are on layoff.

10.7.2 **Temporary Contracted Positions.** Temporary contracted faculty may only bump into work within the scope defined by their temporary contract.

10.7.3 **Maintaining Contracted Positions.** Contracted positions shall not be eliminated for the sole purpose of dividing, or continuing to divide, a full-time assignment among part-time faculty.

10.8 **Retrenchment Units.** For the purpose of retrenchment, seniority shall be considered in the following categories in order and respectively: a) temporary employees, b) probationary employees, and c) permanent employees, and within the following **retrenchment** units which are based on related job skills:

### 10.8.1 **Advanced Technology**

- (1) Aviation (Avionics; Aviation Maintenance Technician; Flight Technology)

- (2) Industrial Technologies (Construction, Electronics, Drafting, Electronic Technology, Fabrication & Welding, Manufacturing Technology)
  - (3) Transportation Technologies (Auto Body and Collision, Automotive Technician, Diesel Technology)
- 10.8.2 **Business**
- (1) Business
  - (2) Business Development Center
  - (3) Culinary Arts & Hospitality Management
- 10.8.3 **Cooperative Education**
- (1) Cooperative Education
- 10.8.4 **Developmental Education (Non-college credit)**
- (1) ABSE/ESL/GED
  - (2) Continuing Education
- 10.8.5 **Health & Physical Education/Athletics**
- (1) Health
  - (2) Physical Education
  - (3) Athletics
- 10.8.6 **Humanities**
- (1) Academic Learning Skills
  - (2) Art and Applied Design
  - (3) Language, Literature, and Communication
  - (4) Library
  - (5) Media Arts and Technology Department/Torch
  - (6) Music, Dance & Theatre Arts
- 10.8.7 **Mathematics and Science**
- (1) Computer Information Technology
  - (2) Family and Health Careers Department
  - (3) Health Services
  - (4) Mathematics
  - (5) Science
- 10.8.8 **Social Science**
- (1) College Now
  - (2) Counseling/Human Development
  - (3) Multicultural Center
  - (4) Social Science Department
  - (5) Women's Program

10.9 **Retrenchment Report.** The College shall prepare a report for each of the above units by October 15 of each year. Each report shall set forth the following information:

10.9.1 The names and seniority of all bargaining unit employees in each unit shall be listed in descending order of seniority.

Faculty who are currently outside a RIF unit but who are certified to teach courses inside that RIF unit will be listed below a double line at the bottom of the report. In the event of layoff, this allows those listed below the double line the opportunity to claim a vacant position in their RIF unit, if they are qualified for it. Employees listed below this line have no “bumping rights” within this unit and cannot displace a less senior faculty member in this unit should a RIF occur.

10.9.2 The courses and/or activities provided within the unit shall be displayed in alphabetical and/or numerical order. The listing of a course or activity will signify that a person meets the College qualifications required for assignment to it.

If faculty members are certified to teach OUTSIDE their RIF unit, the courses or activities will be listed below a double line near the bottom of the page. Certification of these courses offers the opportunity to claim a vacant position in the event of layoff.

10.9.3 A copy of the report prepared for each unit shall be sent to the Association and shall be available in Human Resources for review by any member of the bargaining unit. Each bargaining unit employee shall also be sent a copy of the report for the unit in which they are included no later than October 15 of each year.

10.9.4 Employees initially hired after the October 15 date shall be placed on the report in the aforementioned manner within thirty (30) working days after beginning work.

10.9.5 An employee shall have thirty (30) working days from the date he/she receives the report to request to transfer to another retrenchment unit or initiate a grievance concerning placement in a particular unit, and/or seniority, and/or qualifications. The final determination of employee qualifications shall be based upon the certifications on file as of the date of notification of layoff. It is understood that this appeal process is under review for possible change. Should agreement be reached between the College and the Association, the agreed upon appeal process shall supersede section 10.9.5.

10.10 **Retrenchment Seniority**

10.10.1 In the event a reduction in force becomes necessary, the College shall display the courses and/or activities provided within the affected units in descending order of priority and in conformance with the time line specified in Section 10.2.

10.10.2 In determining the lay off order, employees with greater seniority will be retained over less senior employees provided that they have the minimum qualifications to perform the remaining duties. Whenever possible, reduction in force shall be applied so as to protect contracted positions.

10.11 **Retrenchment and Transfer on Report.** Before laying off an employee, the College will attempt by seniority to place the faculty member in any vacant position in the bargaining unit for which the employee meets the minimum qualifications. An employee transferred under this provision shall retain recall rights under this Article.

10.12 **Transfer of Unit Seniority.** Employees who transfer to a new unit shall continue to accrue seniority in their original unit for three (3) years. At the beginning of the fourth (4th) year of the new assignment, all seniority will be transferred to the new unit.

10.13 **Effect of Leave on Seniority.** Unless provided for otherwise in this Agreement or properly executed Memoranda of Agreements, employees on full or part-time unpaid leaves will retain seniority earned prior to such leaves but shall not earn seniority for the period of such leaves. Employees on full or part-time paid leaves shall continue to earn seniority for the period of such leaves. In the event of layoff and two or more employees have equal seniority, the employee with the earliest date of hire as a continuous bargaining unit employee shall be considered more senior.

10.14 **Non-bargaining Unit Seniority.** Employees of the College may be granted a leave of up to thirty-six (36) months from a position included in the bargaining unit while still employed by the College and shall retain their seniority earned while employed in a position covered by the bargaining unit, but shall not accrue additional seniority. However, employees who remain outside the bargaining unit for more than thirty-six (36) consecutive months shall relinquish all seniority rights unless specified otherwise in this Agreement or properly executed Memoranda of Agreements.

10.14.1 Any administrator/manager who elects to return to the unit after serving as administrator/manager for more than 36 continuous months shall forfeit all prior seniority for two (2) years from date of

reentry into the bargaining unit. On the second anniversary of reentry the employee shall receive credit for all prior bargaining unit seniority which shall be added to the two (2) years of additional service.

10.14.2 Administrators/managers elected by faculty for a specified term or recurring terms shall have the right to return to their faculty role without prejudice.

10.14.3 In the event of an actual reduction in staff, no administrator/manager, regardless of prior bargaining unit service, shall be assigned any bargaining unit work in excess of previous standards if such assignment results in layoff of a bargaining unit member.

10.15 **Seniority Tie-Breaker.** In the event a decision is to be made between two (2) faculty members who have equal seniority, the decision of which employee shall be retrenched shall be made on the basis of evaluations as provided in this Agreement. If the affected employees remain tied after a review of their evaluations is completed, then the decision shall be made by lot.

10.16 **Insurance for Retrenched Employees.** Laid off employees shall continue to receive college-paid insurance benefits for three months from the date of lay off. Laid-off employees shall have the right to continue to participate in the employee fringe benefit program for eighteen (18) months or as required by statutes, whichever is greater, by making personal payments of the premiums due.

10.17 **Retrenchment Notice to Employee.** The College will provide notice of layoff to the affected employee by no later than May 1 of the same academic year for any employee affected by a retrenchment which the College was required to discuss with the Association by March 15 in Section 10.2. The College will provide at least sixty (60) calendar days' notice of layoff which is at least thirty (30) calendar days after the sixty (60)-day notice to the Association in Section 10.2, to the affected employees for retrenchments that occur at any other time of the year.

10.18 **PERS Termination.** Laid-off employees who find it necessary to terminate from the Public Employee Retirement System during their twenty-seven (27) month recall period may do so by written request to Human Resources and shall not be considered a terminated employee for other employee rights as determined by this Article.

- 10.19 **Order of Recall.** Recall shall be made in inverse order of layoff, provided the employee meets the minimum qualifications to perform the assignment(s) to which he/she is being recalled.
- 10.20 **Recall Rights.** Laid-off bargaining unit employees shall have recall rights to permanent positions within the listed units they were laid off from for a period of twenty-seven (27) months from the first day of the month following the date the employee would have normally reported to work. Employees laid off for more than twenty-seven (27) continuous months from the effective date of layoff shall relinquish all recall rights and shall be considered terminated.
- 10.20.1 Laid-off employees shall have recall rights to all temporary contracted positions or part-time assignments which are available for at least one (1) full term and of which the College has had knowledge, or reasonably should have had knowledge, of at least fifteen (15) days prior to the date of need. In cases of recall to temporary assignments, a recall notice must be answered within ten (10) calendar days of notification.
- 10.20.2 Recall to a temporary contracted position or part-time assignment shall have no effect on an employee's right to recall to a permanent position.
- 10.21 **Recall Notice/Information.** Recall notices shall be mailed by certified letter to the last mailing address recorded with the College. Employees shall have the obligation to advise Human Resources of address changes or changes in qualifications. A recall notice must be answered within thirty (30) calendar days of certification. The response must be by certified mail to Human Resources. The expiration of a temporary contracted position or part-time assignment to which an employee has been recalled does not trigger the College's obligation to provide layoff notice to the Association or the employee.
- 10.22 **Recall Notice Rejection.** Laid-off bargaining unit employees may reject a recall notice without forfeiting recall rights for future openings.

## ARTICLE 11 - ASSOCIATION MATTERS

- 11.1 **Bargaining Unit Roster.** Within four (4) weeks of the commencement of each fall, winter, spring, and summer term, the College shall e-mail the Association a list of all active members of the bargaining unit that includes their name, department, division, mailing address, position number, whether the assignment is permanent or temporary, employee identification number, salary level, salary step, insurance option, employee classification, and the percent of full time which they are to be employed for that quarter as reflected in the programmed database.
- 11.2 **Office Space.** An office on be available to the Association, including private phone, e-mail and internet access. No changes will be made to Association office provisions without notice and an opportunity to discuss and plan agreeable alternatives. The Association will reimburse minimum phone service fees.
- 11.3 **Association Leave.** Up to a total of eight (8) working days may be provided to members of the unit for the transacting of Association business. Determination of to whom the days are assigned shall be in control of the Association president. Such leave shall not be taken for purposes of local union governance. Substitute replacements required for grievance processing will be provided by the College on a case by case basis.
- 11.4 **Release Time for President, Negotiations Chair, Grievance Chair.** The Association president, negotiations chair and grievance chair shall be given released time under the following provisions:
- 11.4.1 Upon request, the Association president, negotiations chair and grievance chair shall be granted an Association paid leave of absence from his/her normal faculty duties for the purpose of fulfilling the responsibilities of their Association office.
- 11.4.2 This leave may be in any amount up to fifty percent (50%) for the president, fifty percent (50%) for the negotiations chair during contract negotiations, and twenty-five percent (25%) of one term each year for the grievance chair, except that the amount of the remaining regular faculty assignment must fit a logical assignment of work by the College. For example, a one or two class release would be acceptable, but a 1-1/2 class release might not since the College normally cannot reasonably assign fractions of classes.
- 11.4.3 In consideration of this leave, the Association will reimburse the College according to the following formula: The replacement cost, or if the replacement involves faculty at the contracted rate, replacement of that portion of the replacement at the Level 1, Step



8 salary. Payment shall be made not later than May 1.  
Replacement cost is defined for this article as salary plus the OPE rate.

- 11.5 **Release Time for Other Association Work.** Release time requests initiated by the Association beyond that specified in the above Article shall be granted according to the following provisions:
- 11.5.1 Upon request by the Association president, release time shall be granted an Association member from his/her normal faculty duties for the purpose of fulfilling Association responsibilities designated by the Association president, provided there is timely arrangement for adequate course coverage as determined by accepted department/division procedures.
  - 11.5.2 This leave and the leave in Article 11.4 may not exceed fifty percent (50%) for any employee unless the Association and College agree to an exception.
  - 11.5.3 In consideration of this leave, the Association will reimburse the College according to the following formula: The replacement cost, or if the replacement involves faculty at the contracted rate, replacement of that portion of the replacement at the Level 1, Step 8 salary. Payment shall be made not later than May 1.
- 11.6 **Release Time to Represent the Association in Joint Association-Administration Efforts.** The College and Association, by the mutual consent of the Instructional vice-president(s) and the Association president, may establish joint Association-management structures (committees, project teams, task forces, councils, etc.) with work requirements for Association representatives that necessitate release time or credit-based assignment time.
- 11.6.1 Upon request of the Association president, Association representatives shall be granted a paid leave of absence from their normal faculty duties for the purpose of fulfilling the responsibilities of Association representative in established joint structures described in Section 11.6, unless a qualified person cannot be found to replace the Association representative on leave.
- 11.7 **Release Time for Association Business.** In the event release time is not appropriate for assignments in this Article, upon request of the Association president, Association representatives shall be granted an equivalent paid credit-based assignment for the purpose of fulfilling such responsibilities, providing appointments of part-time faculty requiring a temporary contracted

position shall be made in accordance with Article 25.2. The Association will reimburse the College for actual costs, as defined in Article 11.4.3.

- 11.8 **Nondiscrimination.** Faculty on leaves for Association business as defined in this Article will accrue college seniority and retain claims to job assignments in appropriate RIF unit(s) as if the leave had not occurred. A faculty member's eligibility for leaves, curriculum development, professional development, and other support and professional opportunities will not be negatively impacted due to leaves or credit-based assignments allowed in this Article.
- 11.9 **Communication.** Access to college resources for the purpose of communication by the Association includes use of college print shop, intercampus mail, e-mail, provision of a physical bulletin board space in a public location, links from the LCC website to the Association website, and use of college servers for the Association website.
- 11.10 **Meetings.** The Association may schedule all-faculty meetings anytime on campus property through normal scheduling procedures. Faculty attendance at these meetings shall be voluntary. The Association shall choose the time for its all-faculty meeting during the fall in-service, subsequent to and consistent with the college president's choice of time for his/her address to faculty. No other events for faculty may be scheduled during the Association's fall in-service all-faculty meeting.
- 11.11 **Information Requests.** Upon written request by the Association, the College shall, in a timely manner, provide information for the purposes of grievance investigation, bargaining, or within the domain of the Public Records Law (ORS 192.420). Such written requests will be simultaneously submitted to the college labor relations representative, Human Resources Department, and to the person/department believed to have direct access to the information. The Association will receive notice of receipt of the request within five (5) working days, and an Association representative will be available to answer questions about the scope of the request during those five (5) working days. The provider shall provide an account of difficulties in providing the information if the time needed is expected to exceed the following guidelines: Five (5) working days from receipt of the request for information currently residing in departmental databases; Twenty (20) working days for information that requires original research or extensive calculation/correlation.
- 11.12 **Faculty E-mail Distribution List.** The College's e-mail distribution list for faculty shall be reviewed each term by the Association. The Association shall submit a timely request and the College shall purge all non-faculty members from the official college faculty email distribution list. All new

faculty members shall be added to the list by the College within 30 days of hire.

## ARTICLE 12 - OPENING OF POSITIONS

- 12.1 **Posting of Vacancies.** Simultaneous to the public announcement of the opening of a new or existing contracted position, the College shall post notices of the availability of the position via e-mail to all faculty and in *The Daily*. A brief description of the job, the qualifications necessary, the date the new employment will be available, and the procedure for applying shall be included.
- 12.2 **Temporary Contracted Position Posting.** A contracted position which is staffed with a temporary employee for any three (3) terms in an academic year and which will be continued in the following year shall be posted as outlined in Section 12.1. Unless the College, Association, and the temporary employee mutually agree to waive this requirement, the failure to post such a position will cause the temporary employee to be hired as a probationary employee.
- 12.3 **Seniority Right to Interview.** If the person currently filling the contracted position on a temporary basis was selected for this position through a posting/selection process, rather than seniority selection of a part-time employee or offer to a contracted employee on lay-off, and the person has satisfactorily performed in the position, the person shall have a right to a final interview to the position when it is open for a permanent employee.
- 12.4 **Interview for Part-time.** Part-time employees who have worked during the previous twelve (12) months and who have applied for contracted positions shall be entitled to a final interview if, in the College's judgment, they are among the top five (5) applicants most qualified for the open position and available for the final interview step when the final interview step is set up. If more than one position is being filled in a single process, the limit of the top five (5) will be increased by one for each additional position. For example, it will be the top six (6) if two positions are being filled.
- 12.5 **Vacated Contracted Positions.** A contracted position, newly created or vacated for any reason other than layoff, shall be posted or filled by a temporary employee within 90 calendar days following its creation or vacancy, unless the Vice President for Instruction and Student Services approves a delay, in which case the Association shall be notified within ten (10) working days of such approval. Such notification shall identify the reasons for the delay and the plans for filling the vacancy.
- 12.6 **Positions Outside of Regular Teaching Format.** Faculty will be informed in writing of all positions outside of the regular teaching format for which they may be qualified to teach, and will be given an opportunity to apply for the positions. E-mail posting to the full faculty list and posting in *The Daily* is sufficient written notification.

12.7 **Contract Faculty Position Lists.** By October 31 and April 30<sup>th</sup> the College shall email the Association a comprehensive list of all contracted faculty positions. The report shall include: the name of the employee appointed to the position, the position number, the FTE, the department/division, the date of appointment, and whether the appointment is permanent or temporary. A list of vacant contract faculty positions shall be provided at the same time that includes the name of the contracted faculty member who was most recently in the position and the date of separation.

## ARTICLE 13 - EVALUATIONS

- 13.1 **Evaluation Types and Source of Initiation.** There shall be three (3) types of substantive evaluations of faculty. The primary type will be the Developmental Evaluation for contracted faculty, which will be initiated by time of service. Part-time faculty will be evaluated using multiple indices (see Article 13.3.3), or through a self-initiated developmental evaluation (see Article 13.4.2). Corrective Evaluations under Article 37 for contracted faculty members and a “Corrective Opportunity” under Article 34.5.6.2 for part-time faculty members shall be initiated in response to indications of inadequate performance requiring significant intervention.
- 13.2 **Purpose.** The purposes of the evaluation process at Lane Community College are:
- 13.2.1 To ensure quality in the teaching and learning environment and enhance student learning.
  - 13.2.2 To support each individual's growth and development.
  - 13.2.3 To support periodic assessment, reflection and mindful development by faculty of their professional service.
  - 13.2.4 To support the continuous improvement of in-service programs and faculty professional development programs.
  - 13.2.5 To support faculty creativity, experimentation and risk-taking.
  - 13.2.6 To support alignment of performance with new needs of the discipline and department/division, and promote departmental/divisional clarity of purpose.
  - 13.2.7 To identify and overcome poor performance and to provide a basis for decisions regarding retention.
- 13.3 **Principles.** The principles of the evaluation procedures at Lane Community College include:
- 13.3.1 The College is accountable for the evaluation of performance of faculty members and to provide reasonable resources for the professional development of faculty on a continuing basis, which shall be accomplished through the collaborative efforts of faculty and administration.

- 13.3.2 Every contracted faculty member, and her/his manager shall participate in a Developmental Evaluation as outlined in Article 13.4 at least every fifth (5<sup>th</sup>) year.
- 13.3.3 Multiple indices shall be utilized, both in terms of sources of information and activities evaluated, and may include teaching, scholarly performance and/or research, and service to the profession, college and community. Multiple indices for part-time faculty shall minimally include management observations, student evaluations, and self-evaluation. Additional indices may be added by mutual agreement between part-time faculty and management.
- 13.3.4 The administration shall have access to all primary or raw data developed according to the evaluation plan.
- 13.3.5 Faculty participation in evaluation is critical to bringing subject matter and pedagogical knowledge substantively into the assessment process. At the discretion of the employee being evaluated, a team may be used to help in the Developmental Evaluation process. The extent of use of peer evaluation shall be by mutual agreement of the faculty members involved.
- 13.3.6 Where deficiencies in a faculty member's performance are identified, the faculty member is responsible for correcting the deficiencies, and the College will provide reasonable development opportunities and resources.
- 13.3.7 Corrective Evaluations (Article 37) and Corrective Opportunities (Article 34.5.6.2) shall not be initiated as a disciplinary step, and any disciplinary action flowing from them will be conducted within just cause principles and will result solely from failure to meet improvement plans and objectives.

13.4 **Developmental Evaluation.** Developmental Evaluations shall be used to provide a structured and supported opportunity for faculty as provided below to periodically take stock of accomplishments, reflect on current and future directions, and connect those directions with the challenges facing the discipline and department/division. The experience within this type of evaluation is intended to be purely developmental and result in a development plan.

- 13.4.1 **Initiation - Contracted Faculty Members.** A Developmental Evaluation for contracted faculty members is time triggered (see Article 13.6). For contracted faculty members, the schedule for the evaluation shall take place within two (2) terms and shall be established as early as possible and mutually agreed to by the

faculty member and the appropriate manager(s). Probationary employees will participate in a Developmental Evaluation with the faculty member's departmental/division chair/manager or immediate supervisor each year of their probationary period. The Developmental Evaluation for probationary employees shall be initiated by the faculty member's departmental/division chair/manager during the fall term of each year.

13.4.2 **Initiation – Part-time Faculty Members.** Part-time faculty may initiate a Developmental Evaluation consistent with Article 13.4.3.1 at any time for their own professional development, except that Developmental Evaluations for Part-time faculty do not require management involvement.

13.4.3 **Developmental Evaluation Procedures.** The Developmental Evaluation for permanent contracted faculty will be conducted consistent with the following:

13.4.3.1 Developmental evaluations for faculty are the professional responsibility of faculty member to initiate. The Developmental Evaluation shall be carried out by an evaluation team composed of the employee being evaluated, the department/division chair/manager, and if desired by the faculty member, other staff chosen by the faculty member, subject to reasonable ability of the group to do its work. The department/division chair/manager may recommend to the faculty member other staff to be part of the evaluation team. It is recommended that all members of developmental evaluation teams have content or discipline expertise.

13.4.3.2 The evaluation team shall meet in a planning conference to discuss the scope of the Developmental Evaluation, the kinds and sources of data that will be necessary to conduct the evaluation and the manner by which the data are to be collected and analyzed. The department/division manager shall ensure that this work is accomplished and the results of this conference are reduced to writing and a copy provided the employee. At the request of the employee, a copy will be provided to the Association.

13.4.3.3 An evaluation conference of the evaluation team and the employee's manager shall be held to clarify any questions concerning the data, to clarify developmental issues, to make developmental recommendations, to



identify sources of support, and to identify and discuss any constraints faced by the employee and to suggest ways to remove such constraints. The department/division manager shall ensure the evaluation conference takes place and the results of the evaluation conference are a development plan and a summary, which shall be reduced to writing.

13.4.3.4 The employee shall be provided a written copy of the results of the evaluation conference and shall be afforded the reasonable opportunity to provide an addendum in writing, which will be attached. The summary of the evaluation conference, including addenda to the summary, shall be placed in the employee's personnel file.

13.5 **Separation.** The Developmental Evaluation is intended to be separate from the corrective and disciplinary processes. The specific Corrective Evaluation process for contracted faculty members is defined in Article 37 and the specific Corrective Opportunity process for part-time faculty members is defined in Article 34.5.6.2. While complete separation of the developmental and corrective processes is not possible, effective separation is achieved by the following:

13.5.1 While the Developmental Evaluation serves as a source of performance data, the College shall ensure that the primary source of performance data will be regular, ongoing performance indicators.

13.5.2 If performance problems requiring significant intervention are indicated by data developed specifically for Developmental Evaluations, this data may only be used by the College to initiate further development of data on those performance problems. In the instance that there are indications of significant performance problems that corroborate a performance difficulty the performance problem may be a) dealt with in the developmental plan of the Developmental Evaluation which is solely developmental or b) be dealt with in a Corrective Evaluation or Corrective Opportunity process within the principles and procedures as outlined in Article 37.2 and Article 34.5.6.2 respectively.

13.5.3 In no case will the same performance issue be dealt with concurrently in a Developmental Evaluation process, Corrective Evaluation process or a process involving disciplinary action.

- 13.5.4 Discipline may not result from the level of completion of elements of a developmental plan coming from a Developmental Evaluation.
- 13.6 **Frequency of Evaluations.** Probationary faculty shall participate in a Developmental Evaluation every year of their probation. Contracted faculty shall participate in a Developmental Evaluation at least once every five-years. Part-time faculty shall participate in an evaluation using multiple indices or a self-initiated developmental evaluation at least once every five years.
- 13.7 **Use of Peer Evaluation and Teaching/Professional Development Portfolios.** Peer evaluation of employees and teaching/professional development portfolios can be key inputs to developmental planning. A faculty member has the discretion over the scope of use of peer evaluation and material in teaching/professional development portfolios in the evaluation process, but data provided within this scope shall be accessible by request to the College. Peers have the discretion over being part of peer evaluation. Data and conclusions derived from peer evaluation initiated by the employee separately from the evaluation process may be introduced into it only at the discretion of the employee.
- 13.8 **Use of Regular Student Evaluations.** The regular student evaluations of classes may be used in evaluations of faculty provided:
- a. The evaluation instrument was properly used;
  - b. The faculty member received the complete results of the evaluation within a month of the end of the course in which the evaluation was solicited, or soon as possible thereafter;
  - c. Any concerns raised by the evaluation results were given in writing to the faculty member within a month of the end of the course for which it was given, or soon as possible thereafter;
  - d. Alternative explanations for the concerns raised through student evaluations will be solicited from the faculty member in writing and the responsible department/division chair/manager will respond with a written assessment of the possible alternative explanations for the concerns; and
  - e. Anomalous results were discounted.
- 13.9 **Probationary Employees.** A decision to not renew a probationary employee shall be made in accordance with Article 25, Employment Status, Section 25.4, Non-renewal. After completion of their second year, probationary employees may not be recommended for non-retention based on performance without receiving a Corrective Evaluation (notice of non-renewal due by February 15 of the second year, see Article 25.4). Further, probationary employees may not be non-renewed during a Corrective Evaluation and the period of any subsequent improvement plan.

13.10 **Evaluation Handbook.** The Lane Community College faculty Developmental Evaluation and Corrective Evaluation processes are the product of a collaborative faculty/administration effort. It is in the joint collegial interest of both the faculty and administration to develop and maintain the highest reasonable evaluation standard, which will result from the continuing collaboration of both parties in the ongoing evolution of the evaluation and developmental standards and processes. Therefore, the College and the Association have produced an Evaluation Handbook, which is limited to clarifying statements of the evaluation process, forms, checklists, and instructions. The College and Association will regularly review this Handbook and solicit suggestions for its improvement. Any proposed changes to the Handbook will be submitted to the Association and College labor relations representative for timely review for conformance with collectively bargained Agreements.

## ARTICLE 14 - PERSONNEL FILES

- 14.1 **Maintenance of Files.** The College shall maintain a personnel file for each faculty member employed by the College.
- 14.2 **Contents of Files.** The file shall contain copies of all evaluations. Commendations, letters or other material deemed appropriate by the College may be included. All entries shall be dated and signed by the submitting party.
- 14.3 **Departmental Confidential and Working Files.** Materials maintained in a departmental working file, but not placed in the employee's official personnel in Human Resources file within ninety (90) working days of their development, shall not be used in any discharge or dismissal proceedings. A separate and confidential developmental working file may be maintained by the manager so long as any materials to be used in discipline or dismissal are placed in the official HR personnel file within ninety (90) working days of their development, the actual occurrence, or when first known. All material placed in the separate and confidential file shall include the date that the material was placed in the file, the date of the occurrence, and the date when it was first known. Proper notice shall be provided to the faculty member under Article 14.5.
- 14.4 **Addition of Material by Employee.** The employee may have material added to the personnel file as he/she deems appropriate.
- 14.5 **Notification of Derogatory Material.** At the time any performance-related material other than the evaluations is placed in the personnel file, the employee shall be notified in writing by Human Resources. The employee has the right to attach a written response to any performance-related material in the personnel file. In any event, the employee agrees to acknowledge by his/her signature that he/she has seen such material.
- 14.6 **Inspection of Files.** The personnel file in Human Resources and departmental/division working file shall be open for inspection by the employee and to such other persons as are officially designated by the employee.
- 14.7 **Use and Removal of File Material.** Materials may be expunged from the file by mutual consent of the employee and the College. Requests to remove or expunge materials from the Human Resources personnel and working files shall be made in writing to the College Vice President of Instruction and Student Services, with a copy to the Director of Human Resources. The Vice President or her/his designee will respond in writing to the request within twenty (20) working days. Negative material about behavior, other than egregious behavior, that does not recur over two years

shall not be used for discipline. Such material shall be removed at the request of the employee.

## ARTICLE 15 - PROFESSIONAL RIGHTS

- 15.1 **Evaluation of Students.** The instructor shall maintain the first right and responsibility to determine grades and other evaluations of students. Except through action by the Academic Council, no grade or evaluation shall be assigned or changed without the consent of the instructor as long as the instructor is employed by the college.
- 15.2 **Academic Freedom.** Each faculty member is entitled to and responsible for protecting freedom in the classroom in discussion and presentation of the subject matter.
- 15.3 **Additional Rights.** The professional freedom of faculty includes the right to explore and discuss controversial issues and divergent points of view, including evaluating, criticizing, and advocating their point of view concerning the policies and programs of the college, provided action is consistent with the guidelines of the Labor Relations Principles in the appendix of this Agreement.

## ARTICLE 16 - PERSONAL RIGHTS

- 16.1 **Personal Life.** The Board recognizes that the personal life of a faculty member is not an appropriate concern of the College unless it affects the member's job performance.
- 16.2 **Privacy.** The privacy of an employee's mailbox, office, e-mail, phones, computer, and personal material shall be respected. No information from these sources shall be gathered, stored or exchanged without explicit and timely, prior notice to the faculty member. Exceptions to such notice may be justified due to emergency situations, shall be limited as much as feasible, and shall be reported as soon as feasible to the employee and the Association. Any breach of normal privacy in these circumstances shall be done with the cooperation, and in the presence of, a third party.
- 16.3 **Civic Life.** Each faculty member is also a citizen of his or her nation, state and community; and when he or she speaks, writes or acts as such shall be free from institutional censorship.

## ARTICLE 17 - PROFESSIONAL ACTIVITIES

- 17.1 **Expense Reimbursement Policy.** The College agrees to provide expense reimbursement to employees who, with prior approval, participate in professional activities for the purpose of benefiting College programs. Such participation will be without loss of pay.
- 17.2 **Expense Reimbursement Procedure.** A procedure for applying for approval and expense reimbursement under this Article shall be established by the College and reviewed by the Association consistent with Article 3.2 prior to being disseminated to the employees.
- 17.3 **Participation.** Unless agreed otherwise in this Agreement, properly executed Memoranda of Agreements, or properly certified workgroup charters, faculty participation in specific professional activities is voluntary and can be refused without prejudice.



## ARTICLE 18 - PATENTS, INVENTIONS, COPYRIGHTS, INTELLECTUAL PROPERTY RIGHTS, AND USE OF COLLEGE EQUIPMENT

- 18.1 **Property of an Employee.** An employee shall be entitled to complete ownership and control of any intellectual property, including inventions and copyrightable material, created outside of the course and scope of their employment. In this context, activity outside the scope and course of employment is activity that is not specifically required by the College for employment.
- 18.2 **Property of College.** In the event an employee is reimbursed or provided release time by the College specifically for development of books, articles or other materials for use by either students or staff, then the materials will become the property of the College and any copyright or patent of such materials will be by the College; however, the staff member will be credited for the development of the material.
- 18.2.1 **Employee Equity.** In the event such materials are used commercially, the employee shall retain equity in the material following recovery by the College of its investment in the project.
- 18.2.2 **Apportionment.** When determining apportionment of equity for receipts derived from materials developed under Section 18.2 of this Article, the division/department manager shall recommend the specific apportionment for approval by the Office of Instruction and Student Services and the College President. If the employee is not satisfied with the recommendation, he/she may also obtain a recommendation from a College committee representing the Board of Education, the Office of the President, a division/department manager, and an instructor selected by the employee.
- 18.2.3 **Board Decision.** All recommendations shall be considered by the College Board prior to issuance of a final decision.
- 18.3 **Use of College Equipment and Facilities.** Use of College equipment and facilities shall occur in full compliance with ORS 244.040(1)(a) which states, in part, that no College employee shall use or attempt to use their position at the College to obtain financial gain or avoid financial detriment that would not otherwise be available but for their position at the College. Expressly excepted from this prohibition are the salary and benefits provided in this agreement and reimbursement of expenses, honoraria and unsolicited awards for professional achievement. The College will not impose conditions on employee use of college equipment and facilities beyond that required by State law. If State law changes, the College and Association will meet to bargain this Section.

## ARTICLE 19 - TUITION WAIVER

- 19.1 **Contracted Faculty.** The College agrees to waive tuition for any contracted employee who enrolls at Lane Community College.
- 19.2 **Part-time Faculty.** Part-time employees shall be eligible for tuition waiver, which shall be one (1) class per term, and which may be taken anytime that term or the next three (3) following terms. Such tuition waivers, and tuition waivers for family members of part-time faculty, may be accrued but must be used within each fiscal year cycle (July – June annually) beginning with summer term and ending with spring term each year. All tuition waivers earned or accrued in winter or spring terms must be used by the immediate following summer term and shall not be accrued or carried forward into the next academic year. Employees applying to Human Resources shall be granted an exception that allows accrued waivers to be used beyond the fiscal year. Applications to Human Resources for accrual exceptions must be made by June 30, annually.
- 19.3 **Enrollment in Classes.** With prior approval, the employee may enroll in a class during the regular working day provided attendance in such class does not interfere with the employee’s regular responsibilities to his/her students.
- 19.4 **Family Tuition Waiver.** The number of courses waived for members of faculty families shall be no less than for members of families of employees in any other college employee group. Changes in eligibility requirements or the number of courses waived due to the above will be instituted immediately, and the College and the Association will meet timely to assess the situation. Tuition is waived for appropriately certified eligible family members of LCC employees who qualify for regular employee tuition waivers.
- 19.4.1 Family members eligible for faculty tuition waivers are IRS dependents and children for whom the employee is a legal guardian: “spouse” includes eligible domestic partners of either gender.
- 19.4.2 Lane Community College will not release the names of family members eligible for tuition waivers beyond the need for implementing the waivers.
- 19.4.3 The employee must certify the eligible family member with the Human Resources Department. Once certified, a family member remains eligible as long as he/she meets the eligibility requirements and the employee is eligible for tuition waivers. Loss of eligibility will not be implemented without consulting the faculty

member. The faculty member must timely notify the Human Resources department of changes in the family member's eligibility.

19.4.4 A family member of the employee has the same level of benefits as the employee.

19.4.5 Tuition waivers allow the eligible employee or family member to enroll subject to the same constraints as any student.

19.4.6 Eligibility requirements to members of faculty families will be no greater than eligibility requirements to members of families of employees in any other college employee group. The number of courses waived for members of faculty families shall be no less than for members of families of employees in any other college group.

- 19.5 **Severance Tuition Waiver.** Contracted faculty who are retrenched or severed for health reasons at the college, after employment during four (4) continuous years, shall be eligible for a tuition waiver for an accumulated number of terms at Lane Community College. These waived terms shall be available for four (4) years after the date of their retrenchment or health-related severance. The number of tuition waived terms is accumulated at the rate of one (1) term per two (2) full years of service or equivalent (in terms of 1.0 FTE of contracted faculty, with no more than 1.0 accumulated per year).
- 19.6 **Emeritus Tuition Waiver.** Contracted faculty who retire from the college shall be entitled to a tuition waiver of one (1) class per term.
- 19.7 **Course/Class Fees and Transportation Fee Exempt Sections.** Use of tuition waivers shall include an exception from the transportation fee for specific classes related to the College Wellness Program. Consistent with this provision, there shall be a minimum of six (6) classes provided as exempt from the transportation fee per academic year. These classes shall be identified prior to each term by mutual agreement between the College and the Association, and the College shall communicate information about registration for all such transportation fee exempt classes to all employees via e-mail. Other than the sections/classes specifically exempted from the transportation fee, tuition waivers shall cover only tuition and tuition waivers shall not include class/course fees, project-material costs, or other related fees and costs. It is the responsibility of the person registering for the class(es) and using the tuition waiver to correctly register for such classes using the prescribed process.

## ARTICLE 20 - LEAVES WITHOUT PAY

### 20.1 General Leave

- 20.1.1 Upon request a contracted employee may be granted full-time or part-time leave of absence without pay for up to one (1) year when the operation of the College will not be handicapped by his/her absence. Requests for such leave must be submitted to the department/division chair in writing and must include a detailed explanation of the reasons for such absence. Requests must be submitted to the department/division chair in time to allow the employee adequate notice of its disposition prior to the period for which the leave is being used. Notification by the department/division chair shall be timely and in writing. The employee may appeal the decision to the appropriate vice president, who shall make a timely decision in writing.
- 20.1.2 Except as specified in Section 20.1.4 of this Article, employees on full-time leave in excess of one (1) month shall not accrue any benefits. Contingent upon acceptance by the insurance carrier, arrangements may be made with the College to defer upon him/herself the costs of group insurance benefits for the duration of such leave. Upon return from such leave, an employee shall be placed on the salary schedule at a level and step not less than he/she had obtained prior to his/her commencement of leave.
- 20.1.3 Except as otherwise specified in this Agreement and properly executed Memoranda of Agreements, extensions of such leaves for up to one (1) additional year may be granted by the College. Requests for and conditions of such extensions shall be the same as for the initial leave period.
- 20.1.4 Except as otherwise specified in this Agreement and properly executed Memoranda of Agreements, contracted employees on one-half (1/2) time or less leave shall accrue benefits and seniority on a prorated basis. Insurance benefits shall be continued in full force.
- 20.1.5 Contracted employees on authorized unpaid leave for four (4) or less months shall give the College written notice of whether or not they intend to return at least two (2) weeks prior to the scheduled return date, thirty (30) calendar days notice if the leave exceeds four (4) months. Employees on leave spring term should notify the College prior to the end of spring term if they do not intend to return fall term.

20.1.6 If the College determines to implement a reduction in staff as outlined in Article 10 - Retrenchment, then any contracted employee in an affected department shall, upon written request, be considered for an unpaid leave of absence. Seniority shall be earned and accumulated while on such leave of absence.

## 20.2 **Political Leave**

20.2.1 A contracted employee who is elected or appointed to a public office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence for the duration of such public service. Such leave shall be unpaid.

20.2.2 Upon his/her return, he/she shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.

20.2.3 An unpaid leave of absence for one (1) term shall be granted to any contracted employee upon application for the purpose of running for political office.

20.3 **Military Leave.** Military leaves shall be allowed in accordance with federal and state laws relating to such leaves.

## 20.4 **Parental Leave**

20.4.1 A parental leave (for maternity, paternity or adoption) to a maximum of one (1) year shall be granted without compensation to an employee who is pregnant or has given birth to a child, who is taking care of a pregnant partner or newly born child, or who is engaged in an adoption or establishment of an adoption relationship.

20.4.2 Employees who take parental leave will be eligible for salary advancement and will receive seniority credit at their previous level of employment experience. Time spent on parental leave may not be applied toward the completion of the probationary period.

20.4.3 Upon request by the employee, the College may extend the leave one (1) year or more beyond the one (1) year limit specified in Section 20.4.1.

20.4.4 Employees may use accrued sick leave during the period(s) of actual disability relating to the pregnancy, if such disability occurs during a period of active employment.

- 20.5 **Care for Parents.** Leaves for care for their own infirm parents, or those of their spouse, will be provided in the same manner as parental leaves in this Article.
- 20.6 **Family Medical Leave.** Family medical leave shall be allowed in accordance with State and Federal statutes and relevant Oregon Bureau of Labor administrative regulations. The College shall comply with state and federal family medical leave guidelines concurrently in a manner that affords the employee the maximum allowable benefit of accrued leave and family medical leave.
- 20.7 **Notice Regarding Leaves of Absence and PERS.** The employee is responsible for assessing the impact of any leave of absence plans on their PERS eligibility and status.

## **ARTICLE 21 - LEAVES WITH PAY**

### **21.1 Sick Leave**

- 21.1.1 Unused sick leave for all employees shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year or one (1) day per month employed, whichever is greater. New employees shall be credited all their sick leave for the first five (5) months at the start of their employment. Sick leave shall be reported by faculty in hourly increments of two, four or eight hours based upon actual work missed.
- 21.1.2 Employees who are absent due to illness or other disability may be required to keep the College informed as to their physical status.
- 21.1.3 Upon being employed by the College, an employee shall be credited with all earned sick leave accumulated in other public employment in the state of Oregon.
- 21.1.4 Upon retirement, the value of one-half (1/2) of the accumulated sick leave may be added to the sum of the highest three (3) of the last ten (10) years of service for the purpose of determining final average salary to be used in computing benefits under the Public Employee Retirement System.
- 21.1.5 Each member shall be provided an accounting of his/her use and accumulation of sick leave.

### **21.2 Emergency Leave**

- 21.2.1 In case of death, serious illness or accident in the employee's immediate family, the employee shall be granted up to five (5) days leave with pay.
- 21.2.2 For the purposes of this Article, immediate family includes: parents (including step), spouse or domestic partner, children (including step and foster), siblings, mother- or father-in-law, son- or daughter-in-law, grandparents, grandchildren, members of the immediate household whose official residence is the same as that of the employee, persons for whom the employee is legally responsible, and persons who are dependent upon the employee for care.
- 21.2.3 The employee shall provide the earliest possible notice of his/her absence to the College and following his/her return to duty, he/she

may be required to submit written validation of the reason or the leave.

21.2.4 It is here explicitly recognized that when an emergency renders an employee incapable medically or emotionally of working, sick leave may be used.

21.3 **Personal Leave.** A contracted employee shall be granted up to two (2) days, in half-day increments based on FTE, personal leave with pay under the following conditions:

21.3.1 At least two (2) days notice is given prior to taking personal leave. Exceptions may be allowed by the College when circumstances make prior notice impractical.

21.3.2 Personal leave is not intended to be used for Association business.

21.3.3 Personal leave is not intended to be used for recreational purposes or to extend holiday or vacation periods unless required by personal business.

21.4 **Return From Paid or Unpaid Leaves.** The College shall not be obligated to return an employee from leave at any time except as agreed to at the time the leave was granted.

21.5 **Sick Leave Bank.** The College shall provide for the establishment of a sick leave bank to be used when needed prior to qualifying for long-term disability benefits or in the case of a catastrophic illness or injury that exhausts the employee's accumulated sick leave.

21.5.1. **Administration of the Sick Leave Bank.** The bank will be administered and maintained in the Human Resources department.

21.5.2. **Definition of Process**

21.5.2.1 Human Resources shall establish a bank of sick leave hours that may be utilized in the event of depletion of accumulated sick leave due to a catastrophic illness or injury as documented by a qualifying physician, or prior to qualifying for long-term disability benefits. Either the employee in need, or another employee aware of the need, can initiate the request to Human Resources for the transfer of bank hours to the affected employee. Hours are to be transferred only when they are actually used and cannot be added to an employee's recorded balance.



- 21.5.2.2 Human Resources will initially establish the bank by sending an e-mail to all contracted faculty, classified unit employees .500 or greater, and managers informing them that donations are being accepted. Future calls for donations will be on an as needed basis when bank hours are exhausted.
- 21.5.2.3 Individual employees can donate sick leave up to five days (40 hours) in any fiscal year. Donations will be kept confidential and the recipient will be kept anonymous.
- 21.5.3 **Review.** A review of the above agreement will occur with the understanding that either party can remove themselves from the agreement or cause negotiations for revisions. Status quo shall be maintained during these negotiations.
- 21.5.4 Upon ratification of the contract, the College and the Association agree to convene the multi-lateral Joint Insurance Committee, to negotiate in good faith participation guidelines for all employees regarding the common College Sick Leave Bank. Until agreement is reached, current faculty participation practices shall remain in force.

## ARTICLE 22 - JURY DUTY

- 22.1 **Compensation - Contractual Time.** An employee shall be granted leave with pay for service upon a jury provided, however, that the amount of compensation received by the employee for such jury service, excluding compensation for travel and expenses, shall be signed over to the College.
- 22.2 **Compensation – Non-contractual Time.** Pay received during jury duty on days that the employee would not otherwise be scheduled for work shall be the property of the employee.
- 22.3 **Reporting to Work.** During the period of jury duty, the employee shall report to the College for duty on those days when he/she is not required to report for jury duty, or is released from duty during his/her regular work schedule.

## ARTICLE 23 - PROFESSIONAL DEVELOPMENT AND ACADEMIC SCHOLARSHIP

23.1 **Definition.** Professional development provides means for faculty to: a) accommodate changes in disciplines, technology, pedagogy, and expectations of students, faculty and the community; b) contribute to their profession; c) collaborate with other faculty and the community; and d) increase their capacity to professionally grow and teach.

23.2 **Funding.** The Faculty Professional Development Fund shall be funded annually based on the Total Budget Direct Salary (contracted) in the approved budget each June. This rate shall be 2.25% for the 2005-2006 year, 2.25% for the 2006-2007 year, and 2.35% for the 2007-2008 year.

23.3 **Committee and Subcommittees.** The Faculty Professional Development Committee shall consist of a minimum of eight (8) members representing diverse faculty interests, and appointed by the Association. In addition, a vice president for Instruction or designee shall serve as an ex-officio member without voting rights.

There will be a standing subcommittee to administer short-term leave funds and a standing subcommittee to administer long-term paid sabbatical leaves. Subcommittees will appoint their own chairs who also serve as members of the Faculty Professional Development Committee. The Faculty Professional Development Committee may create additional subcommittees.

23.4 **Rules.** The committee and subcommittees shall develop rules and procedures as they deem appropriate, including an appeals process ending with the Association's Executive Board.

23.5 **Faculty Professional Development Coordinator.** A contracted faculty member shall be designated to coordinate faculty professional development activities and chair the Faculty Professional Development Committee. The committee will advertise in-house and select the coordinator, subject to the approval by the Instructional vice president or designee and the Association. The appointment will be for a term of two (2) years. The coordinator's seniority will continue to accrue in his/her regular faculty position. Funding of this position at .2 and up to .5 FTE, as determined by the Association Executive Board, through replacement costs, shall be by the General Faculty Professional Development Fund.

23.6 **Budget Process and Transfer of Funds.** The Coordinator will develop an annual budget, in conjunction with the Faculty Professional Development Committee, which shall be approved by Association Executive Board. The coordinator may transfer general professional development funds into the

short-term and/or long-term leave accounts with consensus of the committee and subcommittee chairs.

23.7 **Carry Over.** Professional development funds not spent during a fiscal year will be carried over to the following fiscal year and added to the General Faculty Professional Development Fund amount designated in Section 23.2.

23.8 **Long-Term Leaves**

23.8.1 **Purpose.** To provide faculty with professional development leave of one (1) or more academic terms that will better fit the employee for service to Lane Community College.

23.8.2 **Eligibility.** A contracted employee will be eligible to apply for professional development leave of up to one (1) term after completion of two (2) years of service, two (2) terms after four (4) years, and three (3) terms after six (6) years. After a leave has commenced, a new eligibility period, as defined above, must be completed before the employee becomes eligible to apply for another leave.

23.8.3 **Application for Leave.** The Long-Term Leave Subcommittee shall determine the deadline(s) for application and the numbers of leaves to be awarded following each deadline. Applicants must be informed by the committee within one (1) month of the application deadline regarding the disposition of their applications. The application for leave shall contain a statement of the plan for activities to be undertaken. Each application may include an impact statement from the department chair. Application is made to the Faculty Professional Development Committee.

23.8.4 **Compensation.** While on leave, an employee shall receive seventy-five percent (75%) of salary if on a three (3) term leave, eighty-seven percent (87%) of salary if on a two (2) term leave, and one hundred percent (100%) of salary if on a one (1) term leave.

23.8.5 **Insurance/Step Eligibility.** Insurance benefits shall continue during the leave. The leave shall not be construed as a break in service for any purpose, and the employee shall be returned to the position formerly occupied if that position is still funded. Upon return from leave, the member shall be eligible for a salary step increase for the year of leave pending satisfactory review of the completed program by the Faculty Professional Development Committee.

23.8.6 **Subcommittee.** The Long-Term Leave Subcommittee shall consist of five (5) members. The members shall be appointed annually by the Association. In addition, a vice president for Instruction or designee shall serve as an ex-officio member without voting rights. The committee shall develop specific application procedures and criteria for approval. The acceptability of proposals for professional development leave will be determined by the Long-Term Leave Subcommittee.

23.8.7 **Rules.** The following rules will apply:

23.8.7.1 As a general rule, not more than two (2) leaves per department/division may be granted for any one (1) term. When more than one (1) acceptable application in a department/division is made, precedence is given by order of greater number of years served since the last long-term leave granted, or if no leave was granted, the number of years of service.

23.8.7.2 In the application for leave, each member agrees to return to Lane Community College upon the completion of the leave for a period of one (1) term's service for each term of leave. The College shall be reimbursed by the employee for replacement costs incurred, including salary and OPE, for such leave if the employee does not return as agreed. Upon reimbursement, the College shall reimburse the Faculty Professional Development Fund for the replacement costs for such leave. This provision shall not be enforceable if an employee is laid off while on leave and does not return to Lane Community College.

23.8.7.3 Upon completion of leave, the faculty member will submit a report of the accomplishments and benefits resulting from the leave. Copies of this report shall be filed with the Long-Term Leave Subcommittee and the appropriate vice president.

23.8.8 **Number of Leaves.** The Long-Term Leave Subcommittee will grant at least nine (9) terms of professional development leave each year of the Agreement. In the event the year's minimum number of leaves is not granted, the number below the minimum will be added to the minimum the following year.

23.8.8.1 In the event that the budgeted funds do not meet the need for paid sabbatical leaves, the Faculty Professional

Development Committee may appeal to the College for additional funds.

- 23.8.9 **Charges.** For long-term leaves, the fund shall be charged the part-time replacement costs, including salary and OPE, of the leave. Other costs, if any, directly associated with the approved leave shall be charged to the general professional development fund.

## 23.9 Short-Term Leaves

- 23.9.1 **Definition of Activities.** Short-term professional development activities are off campus and usually of less than one (1) term. Short-term activities may include professional conferences, workshops, visitations, or other activities which will benefit the employee and the College.
- 23.9.2 **Funds Available.** The Faculty Professional Development Committee shall provide a fund each year which will be administered by the Short-Term Leave Subcommittee.
- 23.9.3 **Subcommittee.** The Short-Term Leave Subcommittee shall consist of five (5) members. The members shall be appointed annually by the Association. In addition, a vice president for Instruction or designee shall serve as an ex-officio member without voting rights. The committee shall develop specific application procedures and criteria for approval. The acceptability of proposals for professional development leave will be determined by the Short-Term Leave Subcommittee.
- 23.9.4 **Personnel Costs.** Personnel costs charged against the fund shall be limited to salary costs including OPE, if any, of the substitute.
- 23.9.5 **Eligible Expenses.** Short-term professional development funds may be used for transportation costs, expenses, tuition, and fees. Expenses shall be charged to the fiscal year fund in which the activity occurs.
- 23.9.6 **Compensation.** Faculty requests shall be granted without reduction in salary and benefits.
- 23.9.7 **Laid-off Employee Eligibility.** Employees who have received a lay off notice shall be eligible to apply for short-term leaves.
- 23.9.8 **Employee Obligation.** Employees that have been granted short-term leave funds shall not be required to return to employment at Lane Community College.

- 23.9.9 **Priority.** Each employee shall be eligible to be granted one (1) request per term. However, the Short-Term Leave Subcommittee will develop a priority system that will give preference to employees who have never received funds.
- 23.9.10 **Notification.** The Faculty Professional Development Coordinator will notify the applicant in writing whether their request has been approved or denied prior to the commencement of the activity.
- 23.9.11 **Carry Over.** Any remaining short-term professional development funds not spent during the current fiscal year will be carried over to the following fiscal year and added to the amount provided in Section 23.9.2.
- 23.10 **Discipline Contact.** The Faculty Professional Development Committee, directly or through a subcommittee, shall administer funds made available to support faculty in disciplines in the college to maintain contact with the current thinking about teaching in the discipline. A report of the extent of these funds shall be provided annually to the College and the Association.
- 23.11 **New Faculty Orientation.** The Faculty Professional Development Committee, directly or through a subcommittee, shall administer funds for and oversee the Faculty Connections program to orient and integrate new faculty into the college.
- 23.12 **Developmental Evaluation Support.** The Faculty Professional Development Committee, through its coordinator or designee(s), shall work with Developmental Evaluation teams, upon the latter's request, to help identify professional development support opportunities and to develop and maintain files on existing professional development resources for this purpose.
- 23.13 **Faculty Academic Scholarship.** The Faculty Professional Development Committee, through its coordinator or designee(s), shall support structures of faculty scholarship as agreed by the College and Association. The Faculty Professional Development Fund may be utilized to provide funding for such activities.
- 23.14 **New Instructor Course Release.** Beginning with the 2007/2008 academic year, contracted full-time (1.0 FTE) instructors new to Lane, shall be released one course during the first year of employment (not to exceed .089 FTE/year). The Faculty Professional Development fund and the Office of Instruction and Student Services shall equally share the part-time replacement costs.

23.15 **Curriculum Development Rate.** The curriculum development hourly rate for the 2005/2006 academic year shall be \$27.00, effective upon ratification. The curriculum development hourly rate for the 2006/2007 academic year shall be the 2005/2006 year rate, adjusted by the 2006/2007 cost of living adjustment. The curriculum development rate for 2007/2008 shall be the 2006/2007 year rate, adjusted by the 2007/2008 cost of living adjustment.



## **ARTICLE 24 - SCHOOL CLOSURE**

In the event the college is closed due to inclement weather or short-term hazardous or emergency conditions, employees will not be expected to report for work unless otherwise notified by their supervisors or through the media on the day(s) of closure. All members shall be paid as though they had worked their normal schedule on such day(s).

## ARTICLE 25 - EMPLOYMENT STATUS

### 25.1 Definitions

25.1.1 **Contracted Faculty.** Unless otherwise provided in this Agreement or properly executed Memoranda of Agreements, “contracted faculty” includes all bargaining unit members employed more than half time on an annual basis, subject to Article 34.5.3.2 Roundup provisions and bargaining unit members hired into contracted positions who are on full or partial leave or release time for professional development or Association business.

25.1.1.1 **Temporary Contracted Faculty.** Whenever possible, temporary contracted faculty shall be hired through a posted and competitive hiring process. An employee shall be considered a temporary contracted employee under any one of the following conditions:

25.1.1.1.1 An employee hired to perform a specific job over a definable period of time not to exceed one (1) academic year unless there is a mutual signed agreement annually by the employee, the College and the Association to extend said period of time (Such assignments include positions on a trial basis for a new or innovative program); or

25.1.1.1.2 An employee hired specifically to fill an existing contracted position when the probationary or permanent employee is on a paid or unpaid leave or on another college assignment, or the hiring process for the position is not completed; or

25.1.1.1.3 An employee who, as a result of a combination of part-time assignments as mutually agreed by the employee, the College and the Association, works more than half of an annual workload subject to Article 34.5.3.2 Roundup provisions (not including strictly Association assignments) .

25.1.1.2 **Temporary Contracted Faculty Evaluation.** Temporary contracted faculty shall be evaluated annually unless there is an explicit agreement not to conduct an evaluation. If temporary contracted faculty are hired into

regular contracted assignments, and if developmental evaluations had been completed, the years served by such temporary contracted faculty shall count toward their probationary period. A minimum of one developmental evaluation during the probationary period must be completed within the program or discipline in which the regular contracted assignment is made. Temporary contracted faculty shall serve a minimum of one (1) full year (three academic terms) in probationary status when they are hired into regular contracted assignments.

25.1.1.3 **Probationary Contracted Faculty.** An employee shall be considered probationary if said employee is hired to fill a regular contracted bargaining unit position either newly created or caused by the vacating of a contracted employee position.

25.1.1.4 **Permanent Contracted Faculty.** Employees shall be considered permanent upon completion of their probationary period.

25.1.2 **Part-time Faculty.** "Part-time faculty" includes all bargaining unit members employed half time or less on an annual basis, subject to Article 34.5.3.2 Roundup provisions, unless provided otherwise by the College and Association in a written contract.

25.2 **Unapproved Temporary Contract Conditions.** In all conditions, as defined within Section 25.1.1.1, temporary contracts that go beyond the approved contract date, or meet the conditions for a temporary contract without having been approved specifically in writing, will either be terminated as soon as feasible or approved as a temporary contract. Any unapproved credit equivalent assignment will not count toward the part-time faculty credit limit defined in this Article.

25.3 **Probationary Period.** All new contracted employees except temporary employees and Student Health Nurses shall serve a three (3) year probationary period. Such period must be complete and continuous academic years of employment accomplished during consecutive years unless the employee has been granted a leave of absence under the terms of this Agreement.

25.3.1 The College may, at its discretion, extend the 3-year probationary period one (1) year with reasons for such action given to the employee and to the Association in writing. Association representatives may be present at all meetings between the

employee and the immediate supervisor to discuss the terms of this extension.

25.3.2 For the purposes of this section, a contracted employee will be considered to have completed a year of employment if he/she has been employed half time or more for a minimum of two terms in a year.

25.3.3 The probationary period for a Student Health Nurse is six (6) months or one half a year. The probationary period for an Athletic Trainer is three (3) years.

25.4 **Non-renewal.** A probationary employee may be non-renewed for any reason deemed in good faith sufficient by the College. Notice of such non-renewal shall be sent via certified mail by February 15 of the second probationary year.

25.4.1 Beyond completion of their second year of probation with notice of non-renewal due by February 15, probationary employees may not be recommended for non-renewal for poor performance without having received a Corrective Evaluation and sufficient time to demonstrate improvement.

25.4.2 Upon request, the employee shall be provided a statement of the material reasons for the nonrenewal; and further, shall be entitled, upon request, to appeal their nonrenewal to the President and/or to meet informally with Board in executive session to discuss the reasons for the nonrenewal.

25.4.3 The substantive reasons or grounds for the nonrenewal shall not be subject to the grievance procedure.

25.5 **Dismissal of Permanent Employee.** Upon successful completion of the probationary period, an employee shall be considered permanent and may be dismissed only for just cause.

25.6 **Placement on Notice.** If the basis for dismissal action is performance related, the employee may be placed on notice for up to one (1) year before such action is made final.

25.7 **Just Cause Discipline.** No employee shall be reprimanded, suspended or reduced in compensation without just cause.

25.8 **Feedback and Discussion of Performance.** Informal, non-fault finding, non-disciplinary feedback regarding performance of job assignments may be provided to faculty members and such feedback is not subject to the

Complaint Procedure or Just Cause standards. Feedback must be provided privately and respectfully. The College must follow all provisions of the Complaint Procedure and Just Cause articles when the subject of concern may lead to discipline or corrective evaluation.

- 25.9 **Formal Complaint Procedure.** Within ten (10) working days of receiving written complaints, or fifteen (15) working days of receiving unwritten complaints, the College shall make a determination of whether the complaint is significant enough that if established as factual could lead to discipline. Unwritten complaints that are determined to be established consistent with the above shall be reduced to writing. Once a determination has been made that a complaint may lead to discipline, the College shall provide written notice of the complaint to the faculty member. The employee will be given a copy of the complaint and an adequate opportunity to respond to and/or rebut such complaint. All complaints that meet the above conditions shall be timely investigated. The investigation shall include an opportunity for the faculty member to meet with the manager/investigator, understand all allegations, be provided the name of the complainant except when prohibited by law or if grades are still pending, and respond to and/or rebut the evidence. Investigations of complaints will be completed within twenty (20) working days from the time the College determines the complaint may lead to discipline and provides the written notice of the complaint to the employee, unless a written agreement between the College and Association extends the timeline. When the twenty (20) working day investigation period extends into the summer term, the employee shall have the option to have the investigation completed within the assigned work days in the following academic year.
- 25.10 **Right to Representation.** The College will provide timely notification to an employee of his/her right to have an Association representative whenever it is apparent, or should be apparent, that a meeting with an employee may lead to the discipline of said employee. The College will reasonably accommodate the Association and employee in scheduling the time for such meetings.
- 25.11 Nothing in Articles 25.8 and 25.9 above shall waive the rights of an employee to file a grievance if it is the decision of the College to take disciplinary action against an employee. Further, if any written complaint is found to be unsubstantiated either through the investigation process or the grievance procedure, said complaint shall be expunged from all College records and shall not be utilized in any future actions against the employee.
- 25.12 **Severance Agreements.** Any discussions that could lead to a severance agreement between the College and a contracted faculty member where the severance agreement creates an exception to, or requires a waiver of the LCCEA Agreement, shall only occur in the presence of an Association

representative, and said severance agreements shall be agreed upon by the employee, the College and the Association. All written severance agreements must be reviewed by the Association for consistency with the contract prior to College approval.

- 25.13 **Downtown Parking.** The College agrees to provide paid parking for Contracted and part-time bargaining unit faculty who are employed at Lane Community College Downtown Center. Paid parking will be provided through parking coupons. Eligible employees may acquire parking coupons at the LCC-DTC Bookstore. Each term a list of eligible faculty will be provided to the LCC-DTC Bookstore and Human Resources office.

## **ARTICLE 26 - SALARY**

### **26.1 General**

26.1.1 **The 2005-2007** salary schedules herein included shall be the official salary schedules for the employees and shall not be deviated from except through mutual consent of the Association and the College.

#### **26.1.2 PERS/OPSRP Participation**

26.1.2.1 The College shall not withhold from members' salaries the employee contributions/payments required by the Public Employee Retirement System (PERS) and/or Oregon Public Service Retirement Plan (OPSRP).

26.1.2.2 The College shall assume and pay the six percent (6%) employee contribution for members participating in PERS or OPSRP. Such paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for purpose of applicable law.

### **26.2 Contracted Faculty**

#### **26.2.1 General**

26.2.1.1 Except as provided in the part-time roundup provisions of Article 25.1.2.1, any person who is employed more than half time, subject to Article 34.5.3.2 Roundup provisions, shall be paid from the contracted salary in a ratio directly proportionate to the percentage of his/her employment.

26.2.1.2 The rate of pay for each day within the contract year shall be equal. Employees not assigned to work a fourth quarter but who are required to work beyond the contract year shall be compensated for such additional working days at their individual per diem rate. Employees assigned by the College to complete committee work in the fourth quarter shall be compensated for one (1) hour for every hour of committee meeting time, in addition to being compensated for actual meeting time, for committee work completed outside of committee meetings. In order for such assignments to be eligible for compensation under this agreement, a signed PAF must be submitted to Human Resources in advance of any such work occurring.

- 26.2.1.3 Employees assigned by the College to work an instructional overload (more than 1.0 FTE) shall be compensated for such additional load(s) at a prorated amount equal to eighty-five percent (85%) of their regular rate.
- 26.2.1.4 Employees assigned by the College to fulfill extra responsibilities above the normal teaching load, e.g. coaches, club advisors, etc., shall be compensated with the specific compensation to be determined individually with the department/division chairperson and in accordance with this Agreement and properly executed Memoranda of Agreements. Compensation may be in the form of release time from other regularly assigned employee functions. The Association will be timely provided copies of all extra responsibility agreements.
- 26.2.1.5 Step increases shall be granted annually, except as provided in Article 26.2.6 and 26.2.7.
- 26.2.1.6 Step increases after the expiration of economics re-openers specified in this Agreement shall not be granted until negotiation of the re-opened economics or a successor agreement is completed.
- 26.2.1.7 Commencing July 1, 2005 contracted faculty members on levels 1 – 6 shall move to the next highest paying step on the single level, 13 step, 3.75% step increment, salary schedule, provided in Article 26.6. Faculty members at Level Three, Steps One through Three in 2004/2005, shall then be advanced one step. Employees experiencing “step onto” increases of less than 3.0% effective July 1, 2005, shall receive a stipend in 2005/2006 reflecting the difference between the “step onto” increment and 3.0%. Said salary adjustments are retroactive to July 1, 2005.

## **26.2.2 Compensation Adjustments**

- 26.2.2.1 Cost of living adjustments will be based upon the U.S. CPI-U All Cities, All Items, Non-Seasonally Adjusted (Series ID: CUUR0000SA0), January to January changes, according to the Bureau of Labor Statistics, February releases.
- 26.2.2.2 The single column salary schedule for 2005-06 for all contracted faculty members shall be increased by the



January 2004 to January 2005 change of 2.97 percent, retroactive to July 1, 2005.

26.2.2.3 The salary schedule for 2006-07 for all contracted faculty members shall be increased by the January 2005 to January 2006 change, with a minimum adjustment of 2.0% and a maximum adjustment of 3.6%. The resulting cost of living adjustment is 3.6%.

26.2.2.4 The salary schedule for 2007-08 for all contracted faculty members shall be increased by January 2006 to January 2007 change, plus any January 2005 and January 2006 change in excess of the contracted maximum adjustment for the 2006-07 year, with a minimum adjustment of 2.0% and a maximum adjustment of 3.6%. The 2006-2007 COLA carryover is .39%.

26.2.2.5 For subsequent years, salary schedules shall be set per re-opener provisions of this Agreement.

### 26.3 **Contracted Student and Staff Health Clinic Nurses/Athletic Trainer**

26.3.1 Any person who is employed more than half time as Health Nurse or Athletic Trainer shall be paid from the contracted salary schedule in a ratio directly proportionate to the percentage of his/her employment.

26.3.2 The rate of pay for each day within the work year shall be equal. Employees not assigned to work a fourth quarter but who are required to work beyond the contract year shall be compensated for such additional working days at their individual per diem rate.

26.3.3 Employees assigned to work an overload (more than 1.0 FTE) shall be compensated for such additional load(s) at an amount equal to their regular rate.

26.3.4 If nurses or athletic trainers instruct classes, they shall receive eighty-five percent (85%) of the appropriate contracted faculty salary.

### 26.4 **Part-time Faculty**

26.4.1 Pay for persons employed on a contact hour basis shall be equated to the following:

26.4.1.1 Monthly pay = term FTE x monthly pay cycle gross

Monthly pay cycle gross = per credit rate x 15 credits per term / 3 months per term

Term FTE = credits assigned / full-time department credit workload

26.4.1.2 For persons employed on a contact hour basis, the above formulas apply with

Term FTE = contact hours assigned / full-time department workload

26.4.2 Part-time employees shall be paid on a credit hour rate provided for in the official salary schedules included in this contract.

26.4.2.1 Writing instructors shall receive 1.25 credits per credit hour of writing assigned.

26.4.3 Step advancements shall be made under the criteria of one (1) step advancement per accumulation of eighteen (18) credit hours or the equivalent at LCC.

26.4.4 Commencing July 1, 2005, part-time faculty members shall move to the next highest step on a single level, fourteen (14) step, 3.75% incremental, salary schedule, provided in this Article. Part-time faculty experiencing "step onto" increases of less than 2.0 % shall receive a stipend in 2005/2006 reflecting the difference between the step onto increment and 2.0%. The part-time faculty salary schedule shall be adjusted by 2.0% retroactive to July 1, 2005. Upon being placed on the single level salary schedule, part-time faculty shall retain the number of credit hours accumulated toward step advancement.

26.4.5 2006/2007. The part-time faculty salary schedule for 2006/2007, shall be adjusted by 2.0% effective July 1, 2006. In addition, the current lowest step on the part-time faculty salary schedule shall be eliminated and a new top step shall be created at a 3.75% increment.

26.4.6 2007/2008. The part-time faculty salary schedule for 2007/2008, shall be adjusted by 2.5% plus an additional percentage increment equal to the difference between 3.6% and the actual rate of the CPI index increase effective for contracted faculty in 2006/2007, up to a maximum increase of 3.6% applied to the part-time faculty salary schedule effective July 1, 2007.

26.4.7 For subsequent years, salary schedules shall be set per re-opener provisions of this Agreement.

## **26.5 Flight Instructors, Part-time**

### **26.5.1 Placement Requirements for Flight Instruction: Level 1**

- A. Commercial Pilot Certificate
  - 1. Airplane single engine land, instrument airplane, OR
  - 2. Rotorcraft helicopter, AND
- B. Flight Instructor Certificate
  - 1. Airplane single engine land, OR
  - 2. Rotorcraft helicopter, appropriate safety course completed
- C. Certified Flight Instructor- Instrument Certificate
- D. Advanced Ground Instructor and Instrument Ground Instructor

### **26.5.2 Placement/Advancement Requirements for Flight Instruction: Level 2**

Qualifications for Level 1 PLUS: A.

Flight Instructor

- 1. Airplane - must have recommended at least thirty-six (36) stage checks under 14 CFR Part 141 and/or certification for a rating or certificate under 14 CFR Part 61, of which at least thirty (30) must have passed on their first attempt.
  - 2. Must hold a Certified Flight Instructor- Instrument Certificate.
  - 3. Must be certified as Advanced Ground Instructor and Instrument Ground Instructor.
- B. Rotorcraft Helicopter
- 1. Must have recommended at least twelve (12) students for and passed a 14 CFR Part 61 checkride.
  - 2. Must be certified as an Advanced Ground instructor.

### 26.5.3 Initial Level and Step Placement/Advancement

26.5.3.1 Initial level placement for flight instruction will be made according to the requirements in 26.5.1 and 26.5.2 of this agreement. Initial placement for classroom instruction will be made according to the requirements of Article 30 of this Agreement.

26.5.3.2 Advancement to Level 2 will occur at the beginning of the term following completion of the requirements for that level under Article 26.5.2, or Article 30 of this Agreement. When an employee is advanced on the salary schedule to the next higher level, he/she will be placed at the next higher dollar amount at the new level, plus one step. Level changes shall not affect eligibility for step increases.

26.5.3.3 Initial step placement for flight instruction will be based on the following civilian CFI experience:

26.5.3.3.1 Every 500 hours dual flight instruction given increases pay 1 step.

26.5.3.3.2 Other FAA certificates: Airframe Certificate and Powerplant Certificate; or Airline Transport Certificate (ATP) increases pay 1 step.

26.5.3.4 Step advancement for flight instruction salary schedules shall occur following each 500 hours of paid time or the accomplishment of the FAA certification listed in 26.5.3.3.2. Step advancement for classroom instruction shall be earned in accordance with Article 26.4.2. Hours used for initial step placement cannot be used for step advancement. Step advancement will occur at the beginning of the term following completion of the requirements for that advancement.

26.5.3.5 Applicants for initial level/step placement or level advancement must provide verifiable documentation.

26.5.4 **Wage Schedule.** The wage schedule for part-time flight instructors shall be a seven (7) step schedule with two (2) levels as referenced at the end of this Article. Wages for part-time flight instructors shall be adjusted by the same cost of living adjustments that apply to contracted faculty (see Article 26.2.2).

- 26.5.4.1 International training operations: Up to one (1) hour paid time shall be allowed for each hour of dual flight instruction. This allowance is intended to compensate for extraordinary circumstances such as language barriers.
- 26.5.4.2 Domestic operations: Up to .35 hour paid time for each hour of dual flight instruction.
- 26.5.4.3 Dual Flight/Simulator instruction: 1.35 hour at the flight rate (Level and Step) for each hour of dual flight or simulator instruction.
- 26.5.4.4 Solo dispatch: 0.35 hour at the flight rate (Level and Step) for each flight hour of the solo dispatched.
- 26.5.4.5 CFI training: An employee assigned to train a CFI student shall receive 1.35 hours at the flight rate (Level and Step) for each one hour of the CFI student's flight time.
- 26.5.4.6 Classroom instruction shall be based on the part-time salary schedule of Article 26.
- 26.5.4.7 For assigned duties and activities other than flight instruction, ground instruction, classroom instruction, or grade report preparation, employees shall be compensated at Level 1, Step 1. (This rate shall not apply to the in-service hours scheduled pursuant to Section 9.3 of this Agreement)
- 26.5.4.8 Ground Time: Flight Instructors will be compensated for ground time instruction at Step One of the Instructor's Salary Level based on the following procedures:
1. If the instructor determines that a student needs ground instruction beyond the pre/post flight briefing, and
  2. The instructor and student sign off on a form indicating that the student has agreed to take the instruction, and
  3. The length of time spent on instruction is recorded in units of 1/10 hour.
- 26.5.4.9 Cancellations: For each scheduled flight lesson that is cancelled by the student without adequate notice (less than four hours advanced warning to the instructor) or if

the student is so late that a lesson cannot be completed, the instructor will receive one hour of pay at the Level 1, Step 1 for all faculty.

26.5.4.10 One hour at the curriculum development rate shall be paid each term for grade report preparation.

- 26.5.5 **Proficiency Time (pro-time).** Depending on the availability of aircraft and student needs, instructors shall be entitled, upon request, to up to one and one-half hours per month pro-time in a type of aircraft appropriate to the instructors' current assignments. If an instructor is assigned to instruct in an aircraft for which proficiency has not been maintained, additional pro-time shall be provided as necessary. Student needs shall always be given priority in the scheduling of pro-time.
- 26.5.6 Except when filling budgeted contracted positions, flight instructors shall be considered "part-time" regardless of hours worked.
- 26.5.7 **Insurance Benefits.** Flight instructors can establish and maintain eligibility for negotiated part-time insurance benefits by:
- 26.5.7.1 working at least an average 135 hours in each of two consecutive terms and being scheduled to work the third term; insurance coverage will take effect at the beginning of the third term, or
- 26.5.7.2 working at least 405 hours over four consecutive terms and being scheduled to work the fifth term. Insurance coverage will take effect at the beginning of the fifth term.
- 26.5.8 Depending on its availability and student needs\*, the simulator will continue to be available for use by instructors at no charge to the instructor. (\*student needs shall always be given priority.)
- 26.5.9 **Emergency Leave.** Flight instructors shall be provided emergency leave pursuant to Sections 21.2 through 21.2.4. Pay shall be at the rate of 1.0 hour of flight time for each student who was on the schedule for each day missed due to this leave.
- 26.5.1 **Holidays.** If a holiday listed in Article 9.5 falls on a work day for any flight instructor, the instructor shall receive one (1.0) hour flight instruction pay plus one-half (0.5) hour ground instruction pay for each student normally scheduled for that day.

26.6 **Salary Schedules.** Effective July 1, 2005, contracted faculty, part-time faculty, and part-time flight instructors shall be compensated consistent with the following salary schedules referenced herein and based upon the faculty member's FTE.

**LANE COMMUNITY COLLEGE  
CONTRACTED FACULTY  
SALARY SCHEDULE**

**7/1/05 - 6/30/06**

**One Level, 13 Step Salary Schedule, includes 2.97% COLA**

<b><u>STEP</u></b>	<b><u>12 MONTH</u></b>	<b><u>10 MONTH</u></b>	<b><u>DAILY</u></b>	<b><u>HOURLY</u></b>	<b><u>ANNUAL</u></b>
1	3608.50	4330.20	247.44	30.93	43,302
2	3743.82	4492.58	256.72	32.09	44,926
3	3884.21	4661.05	266.35	33.29	46,610
4	4029.87	4835.84	276.33	34.54	48,359
5	4180.99	5017.19	286.70	35.84	50,172
6	4337.78	5205.33	297.45	37.18	52,053
7	4500.44	5400.53	308.60	38.58	54,006
8	4669.21	5603.05	320.17	40.02	56,031
9	4844.31	5813.17	332.18	41.52	58,132
10	5025.97	6031.16	344.64	43.08	60,312
11	5214.44	6257.33	357.56	44.70	62,574
12	5409.98	6491.98	370.97	46.37	64,919
13	5612.86	6735.43	384.88	48.11	67,355

**7/1/06 - 6/30/07**

**One Level, 13 Step Salary Schedule, includes 3.60% COLA**

<b><u>STEP</u></b>	<b><u>12 MONTH</u></b>	<b><u>10 MONTH</u></b>	<b><u>DAILY</u></b>	<b><u>HOURLY</u></b>	<b><u>ANNUAL</u></b>
1	3738.41	4486.09	256.35	32.04	44,861
2	3878.60	4654.32	265.96	33.25	46,543
3	4024.04	4828.85	275.93	34.49	48,288
4	4174.95	5009.93	286.28	35.79	50,100
5	4331.51	5197.81	297.02	37.13	51,978
6	4493.94	5392.72	308.16	38.52	53,927
7	4662.46	5594.95	319.71	39.96	55,950
8	4837.30	5804.76	331.70	41.46	58,048
9	5018.70	6022.44	344.14	43.02	60,225
10	5206.90	6248.28	357.04	44.63	62,483
11	5402.16	6482.59	370.43	46.31	64,827
12	5604.74	6725.69	384.33	48.04	67,256
13	5814.92	6977.90	398.74	49.84	69,780

**8/30/2006**



**LANE COMMUNITY COLLEGE  
PART-TIME CREDIT INSTRUCTORS  
SALARY SCHEDULE**

**7/1/05 - 6/30/06**

**One Level, 14 Step Salary Schedule, includes 2.0% Adjustment**

<b>STEP</b>	<b>PER CREDIT RATE</b>	<b>HOURLY RATE</b>
1	555	18.91
2	576	19.63
3	597	20.36
4	620	21.12
5	643	21.91
6	667	22.74
7	692	23.59
8	718	24.47
9	745	25.39
10	773	26.34
11	802	27.33
12	832	28.36
13	863	29.42
14	895	30.52

**7/1/06 - 6/30/07**

**One Level, 14 Step Salary Schedule, includes 2.0% Adjustment**

<b>STEP</b>	<b>PER CREDIT RATE</b>	<b>HOURLY RATE</b>
*	566	
1	587	20.01
2	609	20.76
3	632	21.55
4	656	22.36
5	680	23.18
6	706	24.07
7	732	24.95
8	760	25.91
9	788	26.86
10	818	27.89
11	848	28.91
12	880	30.00
13	913	31.13
14*	947	32.28

**\* FY06 Step 1 eliminated, New Top Step, Steps Renumbered**

**8/30/2006**

**LANE COMMUNITY COLLEGE  
PART-TIME FLIGHT INSTRUCTORS  
SALARY SCHEDULE**

**Hourly Rates**

<b>2005- 2006 2.97% Increase</b>	<b>2006- 2007 3.6% Increase</b>
----------------------------------------------	---------------------------------------------

<b>LEVEL 1</b>	<b>STEP</b>		
	<b>1</b>	17.36	17.98
	<b>2</b>	18.23	18.89
	<b>3</b>	19.11	19.80
	<b>4</b>	20.09	20.81
	<b>5</b>	21.17	21.93
	<b>6</b>	22.07	22.86
	<b>7</b>	23.73	24.58

<b>LEVEL 2</b>	<b>STEP</b>		
	<b>1</b>	21.09	21.85
	<b>2</b>	22.16	22.96
	<b>3</b>	23.31	24.15
	<b>4</b>	24.56	25.44
	<b>5</b>	25.79	26.72
	<b>6</b>	27.20	28.18
	<b>7</b>	28.97	30.01

**8/30/2006**

## **ARTICLE 27 - CONTRACTED FACULTY SALARY PLACEMENT AND ADVANCEMENT**

27.1 **Original Placement on Salary Schedule.** Original placement will be as follows:

### **27.1.1 Entry Step Category 1**

27.1.1.1 Individuals who satisfy the institution's instructional certification standards but do not qualify for Entry Levels 2 or 3.

27.1.1.2 Registered nurses and Athletic Trainers assigned to the Student/Staff Health Clinic.

27.1.2 **Entry Step Category 2.** New employees shall be granted two additional steps for the following:

27.1.2.1 Possession of a master's degree plus forty-five (45) graduate credits (quarter hours) or completion of ninety (90) graduate credits (quarter hours); or a master of fine arts degree and three (3) years work experience in the art form; or

27.1.2.2 Seven (7) years of work experience in the trades plus a master's degree; or

27.1.2.3 A combination of in-depth work experience and/or graduate study judged by the College to be equivalent to ninety (90) hours of graduate study. For the purposes of this subsection, equivalent hours will be granted as defined in Sections 28.2.3.1 through 28.2.3.5.

27.1.2.4 Nurse Practitioners assigned to the Student/Staff Health Clinic.

27.1.3 **Entry Step Category 3.** New employees shall be granted an additional four steps for the following:

27.1.3.1 A master's degree plus twelve (12) years of some combination of work experience at the journeyman level; or

27.1.3.2 Completion of an earned doctorate; or a master of fine arts degree plus seven (7) years of some combination of work experience in the art form; or

27.1.3.3 Fifteen (15) years at the journeyman level.

27.2 **Applicability to Assignment.** All academic credits, degrees and work experience used for original level placement must be applicable to the employee's assignment. All academic credits and degrees must be earned from accredited institutions.

## ARTICLE 28 - CONTRACTED FACULTY ADDITIONAL STEP ADVANCEMENT

28.1 **Eligibility.** Following original placement, any faculty employee may become eligible to advance additional steps on the salary schedule by satisfying the criteria for that pay entry level as stated in Article 27, using academic credits, degrees, and work experience not used in original placement or in previous level advancement. Once documented, step advancements due for additional educational or work experience qualifications under Article 27 shall take effect with the first payroll of the next academic term.

28.2 **Advancement.** Any faculty employee with a master's degree or equivalent may become eligible to advance to a higher level on the salary schedule through the accumulation of career advancement points earned for experience, academic credits and degrees not used in original placement or in previous level advancement. Any faculty employee will immediately become eligible to advance the additional steps provided for in Article 27 by meeting the qualifications for the higher entry level in the field applicable to the individual's employment. The College and the Association agree to study the additional step advancement process during the term of this agreement to assess the need and function of this process and the faculty Step Advancement Committee (see Article 28.3) given a single column salary schedule for contracted faculty.

28.2.1 Fifty (50) career advancement points are necessary to advance two additional steps. One hundred (100) points are necessary to advance four additional steps.

28.2.2 All points and academic credits must be documented and include at least two (2) categories with no more than half of the accumulation from any one (1) category except for graduate credit directly related to the individual's assignment and/or professional field.

28.2.3 Points must be earned outside the individual's regularly assigned college responsibilities. Points may be accumulated as follows:

28.2.3.1 Completion of forty (45) hours of employment in an authorized dealership or shop at the journeyman level doing work related to the teaching field shall be equivalent to one (1) credit hour/point.

28.2.3.2 Completion of thirty-six (36) hours of special training school shall be equivalent to three (3) credit hours/points.

- 28.2.3.3 Completion of twelve (12) hours of comprehensive training school shall be equivalent to one (1) credit hour/point.
- 28.2.3.4 Completion of academic credits in approved vocational/technical courses in subjects related to the individual's professional teaching field with the credit hours as designated.
- 28.2.3.5 Completion of curriculum development projects, computer/audiovisual software, media production or package writing beyond the employee's regular assignment shall earn credit as determined by the appropriate administrators; however, credit shall be provided at a rate equal to one (1) credit hour/point for each fourteen (14) hours consumed on the project to a maximum of ten (10) credit hours/points per project.
- 28.2.3.6 Acquire a second master's degree from an accredited institution in a field applicable to the employee's assignment and/or professional field. (45 points)
- 28.2.3.7 Write and publish a text book in the individual's professional field. (Up to 20 points per book)
- 28.2.3.8 Write and publish in a professional journal, a document or article in the individual's professional field. (Up to 5 points per document or article to a maximum of 20 points)
- 28.2.3.9 Present or demonstrate one's professional work in a professional exhibit, presentation or show. Presenter must be teaching in the field related to the exhibit. (Up to 5 points per presentation to a maximum of 20 points)
- 28.2.3.10 Edit a textbook or translate an equivalent scholarly work in the professional field for publication and/or performance into or from a foreign language. (12 hours = 1 point to a maximum of 15 points on any one work)
- 28.2.3.11 Train other persons in workshops related to the individual's professional field. (10 hours = 1 point using a formula of 3 hours of prep time per 1 hour of presentation to a maximum of 20 points)

- 28.2.3.12 Consult in one's professional field in either a paid or volunteer capacity. (15 hours = 1 point to a maximum of 10 points)
- 28.2.3.13 Review and/or critique a text in one's professional field for a publisher. (20 hours = 1 point to a maximum of 3 points per text up to a maximum of 10 points)
- 28.2.3.14 Train in a certified non-degree program related to a professional field or attend workshops or educational activities in one's professional field. (12 hours = 1 point to a maximum of 10 points)
- 28.2.3.15 Work or manage a business in a related professional field which allows the individual to apply theory to practice and bring new knowledge to the classroom. (50 hours = 1 point to a maximum of 20 points)
- 28.2.3.16 Earn graduate level credit hours from an accredited institution in subjects related to the individual's professional field. (1 credit hour = 1 point)
- 28.2.3.17 Write and submit a grant proposal, authorized by the College, for equipment, services or funding of significant benefit to the College. (Up to 5 points per application to a maximum of 15 points)
- 28.2.3.18 Exceptional service to the College in areas not in the job description and beyond the 15% portion of the employee's contract time that is set aside for committee and meeting work. (Up to 5 points per year of service)
- 28.2.3.19 Exceptional service to the individual's professional field or the educational field in areas not in the job description and beyond the 15% portion of contract time that is set aside for committee and meeting work. (Up to 5 points per year of service)

28.2.4 Either party may request a review of the point totals necessary for level changes or the value assigned to any or all categories listed in Section 28.2. If such a request is made, then the College and Association will appoint a joint review committee of four (4) members, two (2) of whom will be appointed by the Association and two (2) by the College. The committee will complete the review and submit recommendations to the parties within forty-five (45) calendar days. If either party rejects the recommendations, then

the remaining issues shall be submitted to arbitration as outlined in Article 36.

- 28.3 **Faculty Step Advancement Committee.** The Faculty Step Advancement Committee shall review all faculty level advancement requests and submit its recommendations to the Instruction vice president(s) for implementation. The committee shall consist of five (5) members. The Instruction vice president(s) shall appoint two (2) members. The remaining three (3) members shall be appointed by the Association. The Committee shall choose its chair. The Committee shall develop application procedures and a handbook providing operating procedures, guidelines and criteria for level change approval. The handbook shall be submitted to the Association and the College.
- 28.4 **Step Advancement.** When an employee is granted advancement through this process, he/she shall be granted two additional steps and remain eligible for step advancement.



## **ARTICLE 29 - CONTRACTED FACULTY STEP PLACEMENT**

29.1 **Work Experience Placement on Steps.** Original placement will be as follows:

29.1.1 Individuals who hold at least a bachelor's degree from an accredited institution will be granted one (1) step for each full year of applicable experience.

29.1.2 Individuals who do not hold a bachelor's degree will be granted one (1) step for each two full year of verified applicable experience away from Lane Community College. For purposes of this section, a four (4) year learning and training period plus three (3) years of journeyman experience will be considered equivalent to a bachelor's degree for occupational education instructors; however, the experience counted toward level placement will not be counted for step placement.

29.1.3 A maximum four additional steps will be provided for relevant work experience.

29.2 **Placement Correction.** Retroactive compensation for salary placement corrections shall be limited to the beginning of the academic year in which the successful appeal is made. Contracted faculty and the Association shall be provided a written explanation from Human Resources that documents their original step placement decision upon appointment and the College will provide contracted employees and the Association the criteria and data used to arrive at step placement.

## **ARTICLE 30 - PART-TIME FACULTY PLACEMENT AND ADVANCEMENT**

30.1 **Part-time Placement Qualifications.** Original placement will be as follows:

### **30.1.1 Entry Step Category 1**

30.1.1.1 All new employees who meet the minimum requirements for employment by the College but who do not meet the requirements for placement on Entry Step Category 2 or 3 as provided in this Agreement.

### **30.1.2 Entry Step Category 2**

30.1.2.1 All new part-time faculty members qualifying for Entry Step Category Two shall be granted two additional steps.

30.1.2.2 Possession of a master's degree in a field of study directly related to the assigned position from an accredited college or university; or

30.1.2.3 Possession of a master's degree from an accredited institution with at least thirty (30) quarter hours (twenty (20) semester hours) or graduate credits in academic courses in each second teaching field; or

30.1.2.4 A record of eight (8) years experience in some combination of work experience directly related to the teaching area at the journeyman or equivalent level and/or teaching experience; or

30.1.2.5 A bachelor's degree from an accredited institution plus the experience requirements otherwise necessary to qualify for employment as an occupational instructor (for placement on levels, a four (4) year learning and training period plus three (3) years of journeyman experience will be considered equivalent to a BA degree for occupational education instructors).

### **30.1.3 Entry Step Category 3**

30.1.3.1 All new part-time faculty members qualifying for Entry Step Category Three shall be granted four additional steps.

- 30.1.3.2 Completion of ninety (90) graduate credit (quarter hours in accredited institutions) relating to the individual's assigned position, or equivalent; or
- 30.1.3.3 A master of fine arts degree in a field of study directly related to the assigned position and three (3) years of work experience in the art form relating to the individual's assigned position; or
- 30.1.3.4 Seven (7) years of experience in the trades (work experience) plus a master's degree. The master's degree must be applicable to the employee's assignment; or
- 30.1.3.5 Completion of an earned doctorate in the field applicable to the individual's employment or the equivalent; or
- 30.1.3.6 A master's degree plus twelve (12) years of some combination of work experience directly related to the teaching area at the journeyman or equivalent level.
- 30.1.3.7 A combination of in-depth work (work experience) relating to the employee's occupational assignment and/or graduate study relating to the employee's area and judged equivalent to ninety (90) hours of graduate study. For the purposes of this subsection, vocational instructors will be granted equivalent hours as follows:
  - 30.1.3.7.1 Completion of forty (40) hours of employment in an authorized dealership or shop at journeyman level doing work related to the teaching field shall be equivalent to one (1) credit hour.
  - 30.1.3.7.2 Completion of forty (40) hours of special training school shall be equivalent to three (3) credit hours.
  - 30.1.3.7.3 Completion of eight (8) hours of comprehensive training school shall be equivalent to one (1) credit hour.
  - 30.1.3.7.4 Completion of academic credits in approved vocational-technical courses with the credit hours as designated.

30.1.3.7.5 Completion of curriculum development projects, media production or package writing beyond the employee's regular assignment shall earn credit as determined by the appropriate administrators; however, credit shall be provided at a rate equal to one (1) credit hour for each fourteen (14) hours consumed on the project.

30.2 **Part-time Work Experience Placement.** Original placements on steps will be as follows:

30.2.1 Individuals who hold at least a bachelor's degree from an accredited institution will be granted one (1) step for each full year of applicable work experience.

30.2.2 Individuals who do not hold the BA degree will be granted one (1) step for each two full years of verified applicable experience away from Lane Community College. For purposes of this section, a four (4) year learning and training period plus three (3) years of journeyman experience will be considered equivalent to a BA degree for occupational education instructors; however, the experience counted toward level placement will not be counted for step placement.

30.2.3 A maximum five additional steps will be provided for relevant work experience.

30.3 **Part-time Advancement.** Following initial employment, placement will be as follows:

30.3.1 Employees shall be advanced two steps when the employee was originally placed at Entry Step One and satisfies the criteria stated for Entry Step Category 2 as provided in this Article.

30.3.2 Employees shall be advanced two steps when the employee was originally placed at Entry Step 2 and satisfies the criteria for Entry Step Category 3 as provided in this Article. Employees shall be advanced four steps when the employee was originally placed at Entry Step One, was not previously advanced through this process to the equivalent of Entry Step Two, and satisfies the criteria for Entry Step Category 3 as provided in this Article.

30.4 **Salary Advances.** When a part-time employee is advanced on the salary schedule by meeting the criteria of the next entry level, he/she will be

advanced two additional steps for each entry step category advancement. Such advances shall not affect eligibility for step increases.

- 30.5 **Placement Correction.** Retroactive compensation for salary placement corrections shall be limited to the beginning of the academic year in which the successful appeal is made. Part-time faculty and the Association shall be provided a written explanation from Human Resources that documents their original step placement decision upon appointment.

## ARTICLE 31 - FAIR SHARE

- 31.1 **Dues Deduction.** The College shall deduct from the check of all employees in the bargaining unit who are not members of the Association a fair share fee in lieu of dues.
- 31.1.1 Contracted employees: The fair share fee shall be divided into equal monthly installments sufficient to pay the total fee by the end of June.
- 31.1.2 Part-time employees: The monthly fair share fee shall be one-ninth (1/9) of the annual dues for part-time employees based on the expected level of employment. The College shall deduct the uniform monthly fee each month the part-time employee actually works and receives compensation from the College, up to nine (9) equal payments in any academic year including summer. Such deductions shall begin the first month the employee receives pay from the College. Because the dues for part-time faculty may change depending on the amount of employment over the year, the monthly fee may be uniform over a term, but may change from term to term to compensate for changes in dues based on employment for the year.
- 31.1.3 The total fair share fee shall be equal to the total OEA/NEA/LCCEA dues paid by Association members in comparable categories of membership (i.e., contracted, part-time, etc.). The amount of such dues for each employee shall be certified by the Association.
- 31.1.4 The fair share deductions shall be transmitted to the Association in the same manner as are the payroll deducted dues for Association members.
- 31.1.5 Contracted employees who are added to the bargaining unit winter or spring quarter and who are not members of the Association shall have a prorated fair share fee deducted from their paychecks. The prorated amount shall be divided into equal installments starting with the next scheduled paycheck and ending in June.
- 31.2 **Fair Share Deduction.** An exception to this Article will be allowed based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equivalent to full OEA/NEA/LCCEA dues only to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the College that this has been done.

31.3 **Hold Harmless Clause.** The Association agrees to hold the College harmless against any and all claims, suits, orders, or judgments brought against the College as a result of the provisions of this Article.

## ARTICLE 32 - PAY PROCEDURES AND SPECIAL IMPLEMENTATION OF SALARY SCHEDULE

- 32.1 **Contracted Faculty Pay Monthly Installment Options.** All contracted, three-term employees of the College will be paid their annual salaries in equal installments.
- 32.1.1 Contracted faculty employees may choose between twenty (20) and twenty-four (24) semi-monthly installments. The twenty semi-monthly installments will begin no later than September 10<sup>th</sup> and end no later than June 25<sup>th</sup>. The twenty-four semi-month installments will begin no later than September 10<sup>th</sup> and end no later than August 25<sup>th</sup>.
- 32.1.2 New employees will be notified of these choices in writing through the employee orientation process. Current employees may change their choice by notifying the College in writing on the authorization form available in Human Relations no later than August 15.
- 32.1.3 Contracted employees beginning on other than the start of the academic year shall be paid on the ten month semi-monthly calendar and shall have their first year's pay in monthly amounts calculated from their days worked and the daily rate from the current salary schedule.
- 32.1.4 Contracted faculty who experience adjustments to their annualized FTE during an academic year may be compensated on the ten month payroll calendar for the remainder of that academic year, starting no sooner than the first installment in January. Human Resources shall communicate with such contracted faculty prior to making any adjustments to payroll based upon this provision.
- 32.2 **Part-time Faculty Pay Installments.** Part-time faculty members will be paid their salaries in six (6) equal semi-monthly installments. Fall installments will begin no later than October 25<sup>th</sup>. Winter term installments will begin no later than January 25<sup>th</sup>. Spring term installments will begin no later than April 25<sup>th</sup>. Part-time faculty will be paid for Fall in-service hours consistent with Article 9.3.1 by October 10<sup>th</sup>.
- 32.3 **Pay Adjustments.** Employees shall be notified and given an opportunity to work out mutually agreeable settlements in issues involving their pay before any pay adjustments can be made.
- 32.4 **Overload Pay.** Employees who work beyond their contracts during their normal academic year shall have the overload pay incorporated into their pay in the month(s) in which the work is performed.



- 32.5 **Compensation for Non-Teaching Duties - Part-time.** If the College assigns ancillary work such as committee assignments, the employee shall be compensated at their current per diem hourly rate per hour for all such hours assigned. Such assignment must be made in writing by the College and a copy given to the appropriate vice-president and the Association. Such ancillary assignments will be voluntary and can be refused without prejudice.
- 32.6 **Substitutes.** If a substitute is found to be necessary to teach classes (or perform faculty work in the case of non-teaching faculty) for less than three (3) weeks, the following procedure, in the order below, will be followed:
- 32.6.1 With notice to the manager, the absent employee may agree to trade with another employee who expects to be absent in the future.
- 32.6.2 If a contracted employee cannot find a trade, a part-time employee shall be sought and may be assigned; the assignment is voluntary, and the rate of compensation will be at their per diem rate subject to the limitation of Section 32.6.5.
- 32.6.3 If neither one of the above options is viable, a contracted employee shall be sought and may be assigned; the assignment is voluntary, and the rate of compensation will be at the employee's regular per diem rate or overload rate if in excess of 1.0 FTE.
- 32.6.4 In all incidences of the use of substitutes, the College is responsible for payment through normal pay procedures.
- 32.6.5 Total intermittent substitute assignments in excess of .075 FTE for the term by any single employee will be considered in excess of the employee's assigned FTE and count toward the employee's assigned FTE, and be paid at their regular hourly rate, unless specifically agreed otherwise by the College and Association. The College shall provide substitute assignment reports to the Association within one month of the end of each term. Reports shall include faculty member names by division/department, hours worked in substitute assignments, and current FTE of said faculty members excluding substitute hours.
- 32.6.6 Part-time employees shall not lose benefits or seniority for serving as substitutes in emergency situations.
- 32.7 **Short-Term Replacements – Three to Five Weeks.** If a replacement is found to be necessary for an employee who will be unable to perform their

normal assigned duties for up to five (5) weeks, one (1) or more short-term replacements may be hired, subject to the following:

32.7.1 The assignment is voluntary and may be refused without prejudice.

32.7.2 The rate of compensation will be at the employee's equivalent hourly rate, or overload rate for a contracted faculty member over 1.0 FTE.

32.7.3 If the need for a short-term replacement was not known by the College before the term it was needed and a part-time employee exceeds their annual .5 FTE credit limit as a short-term replacement, a temporary contract shall be provided from the start of the term of the short-term replacement.

32.7.4 Part-time employees shall not lose benefits or seniority for serving as short term replacements in emergency situations.

32.8 **Long-Term Replacements – Six Weeks or More.** If a replacement is found to be necessary for an employee who will be unable to perform their normal assigned duties for more than five weeks and less than a full term, one (1) long-term replacement may be hired, subject to the following:

32.8.1 The assignment is voluntary and may be refused without prejudice.

32.8.2 The rate of compensation will be at the employee's equivalent hourly rate, or overload rate for a contracted faculty member over 1.0 FTE.

32.8.3 A temporary contract shall be provided from the start of the term of the long term replacement.

32.8.4 If the need for a long-term replacement was not known by the College before the term it was needed and a part-time employee exceeds their annual .5 FTE credit limit as a long-term replacement, a temporary contract shall be provided from the start of the term of the long-term replacement.

32.8.5 Long-term replacements shall earn eligibility for benefits and seniority provided for in this Agreement as if working a full term, proportional to the FTE worked.

## **ARTICLE 33 - INSURANCE BENEFITS & HEALTH CLINIC**

### **33.1 Contracted Faculty Insurance**

33.1.1 Each contracted employee of the College who has an expectation of employment of two (2) or more terms shall be eligible for the insurance coverage provided by the College.

33.1.2 Eligible employees who have received notification of reemployment for the following academic year and who have accepted such employment shall be provided coverage during the term they are absent provided their annual contract provides for three (3) terms of employment.

33.1.3 Contracted employee benefits include: health insurance, with major medical; dental insurance, vision insurance; life insurance in the amount of \$16,000; long-term disability insurance.

### **33.2 Part-time Faculty Insurance**

33.2.1 Eligible part-time employees shall be provided employee only hospital-medical insurance and employee only dental insurance based upon the employee eligibility and contribution rates outlined herein.

33.2.2 Part-time employees who worked the equivalent of fifteen (15) credit hours during the previous four (4) terms and are scheduled to be part of the bargaining unit (.2 or more) for the current term shall establish eligibility for insurance.

33.2.3 Part-time employees not establishing eligibility by working during the previous four (4) terms may do so by working at least five (5) credit hours or .333 FTE in one (1) term and being scheduled to work at least five (5) credit hours or .333 FTE the following term. Coverage shall be effective the first of November for fall term, the first of February for winter term, the first of May for spring term, and the first of August for summer term, and shall continue for three (3) consecutive months.

33.2.3.1 Part-time faculty members working a total of 1.5 FTE or greater cumulatively in the Fall, Winter, and/or Spring terms shall be eligible for insurance in the subsequent summer term.

33.2.4 Once eligible, part-time employees maintain eligibility by working five (5) credit hours or .333 FTE each consecutive term, except that spring term only requires .2 FTE.

### **33.3 Insurance Benefits**

33.3.1 Level of Benefits: The level of benefits in the current OEA Choice Trust medical plan shall remain the same unless negotiated otherwise by the College and the Association.

33.3.1.1 Term Life Insurance, Contract Faculty: For all contracted faculty the College shall provide and pay the premiums for \$16,000 basic term life insurance coverage per employee.

33.3.1.2 Long Term Disability Insurance, Contract Faculty. For all contracted faculty the College shall provide and pay the premiums for the College's group long term disability insurance plan. The eligibility or elimination period for long term disability coverage shall be ninety (90) calendar days.

#### **33.3.2 Employee Out-of-Paycheck Contributions**

33.3.2.1 Effective September 1, 2005, contracted and part-time faculty employee out-of-paycheck insurance contributions for medical, dental, and vision insurance premiums shall remain the same as the 2004/2005 benefit year unless modified by the formula outlined in Articles 33.2.2.2 – 33.3.2.4.

33.3.2.2 The rate of College contributions for medical, dental, and vision health insurance rates effective July 1, 2005 shall become the "base" for future College contributions. College contributions shall increase no more than 15% annually during the term of this agreement, effective with the July 1, 2006 renewals. When insurance rates exceed 15%, the difference in excess of 15% shall be the responsibility of the employee, except that such responsibility shall be limited by the "stop loss" and "cost neutrality" provisions specified herein.

33.3.2.3 Employee contribution "Stop-loss": If as a result of the above "base" formula, the aggregate ratio between the College contributions and the employee out-of-paycheck contributions for medical, dental and vision insurance premiums reaches an 80/20 contribution split, this 80/20 ratio shall then determine the amount of College contributions and employee out-of-paycheck contributions for the duration of this agreement, except that this determination shall be subject to the limitations of the "cost neutrality" provision specified herein.

33.3.2.4 Employee Contribution “Cost Neutrality”: Irrespective of renewal rates or other factors in the cost-sharing formula, there shall be a cap on the amount by which the payroll deductions may increase in any one year. That amount shall be 100% of the COLA applied at the top step of the part-time pay scale (expressed as an absolute gross compensation value, and assuming a .50 FTE with 45 credits equaling a 1.0 FTE assignment). In the event that this cap applies, the EO and E+1 payroll deduction shall be increased by a percentage equal to the percentage increase for the Full Family increase.

33.3.2.5 For each permitted Renewal Date, the effective date for the COLA increase is provided:

<b>Renewal Dates</b>	<b>COLA Date</b>
7/1/06	7/1/06
7/1/07	7/1/07
7/1/08	7/1/08
7/1/09	7/1/09
7/1/10	7/1/10
7/1/11	7/1/11

33.3.3 **Insurance Coverage Year.** The College and the Association mutually agree that the “insurance coverage year” for contract faculty shall be defined as beginning September 1, and ending August 31, annually for contract faculty who complete a full contract year. With the exception of periods when “status quo” guidelines apply, an open enrollment period shall be provided prior to any rate adjustments or changes in benefits.

33.3.4 **Liability Insurance.** The employer agrees to provide each employee with liability insurance for actions while directly performing work for the College.

33.3.5 **Disability Coverage.** The College will provide insurance coverage for employees who were disabled while employed for Lane Community College. Such coverage shall continue for up to twelve (12) months and the employee may purchase an additional six (6) months' coverage.

33.4 **Solicitation for New Insurance Carrier.** The College may solicit for a new insurance (health, dental, vision) carrier twice during the term of this Main Agreement. The College and LCCEA must mutually agree on any change in carrier. Such solicitations shall not cause a change in benefits provided

to employees unless there is mutual agreement between the College and the Association.

- 33.5 **Flexible Spending Section 125 Medical.** The College shall provide employees access to a flexible spending Section 125 medical and dependent care savings program via voluntary payroll deductions. The College shall pay the participation fees and the administrative fees to the third party administrator of the Section 125 flexible spending program. Employees must voluntarily renew their Section 125 elections every calendar year and the College shall provide an open enrollment period prior to each calendar year renewal of the Section 125 plan. Employees contributing \$240 or more annually to Section 125 accounts, shall receive an annual College contribution to their account in the amount of \$150.00 for employees with Employee-Only insurance, \$250.00 for Employee +1, and \$300.00 for Full Family. However, in any year when the College medical insurance renewal effective July 1, exceed 10%, the employer contribution shall be suspended for the following calendar year (example: 11% increase effective July 1, 2007 results in suspension of the employer Section 125 contribution for calendar year 2008).
- 33.6 **College Student and Staff Health Clinic.** Contracted and part-time faculty are eligible to access primary health care services through the College Student and Staff Health Clinic. Eligible faculty shall be assessed \$1.00 per semi-monthly payroll period. The College agrees to negotiate with the Association should the fee structure or eligibility for accessing the College Health Clinic need to be adjusted (see below).
- 33.7 **Joint Insurance Committee (JIC).** The College and the Association agree to engage in good faith negotiations and multi-lateral discussions through the JIC process, to resolve the following benefits related issues:
- 33.7.1 Employee Health Clinic Participation and Contributions
  - 33.7.2 Medical Section 125 Flexible Spending
  - 33.7.3 College Sick Leave Bank Participation Guidelines
  - 33.7.4 Alternative Medical Insurance Options for Part-time Faculty. One focus of the discussions of alternative medical insurance for part-time faculty will be to seek ways that quality affordable family insurance (E+1 and FF equivalent) can be made available.

## ARTICLE 34 - SPECIAL CONDITIONS AFFECTING PART-TIME PERSONNEL

- 34.1 **Return From Absence.** Part-time employees who return to college employment following an absence of not more than three (3) terms shall retain the bargaining unit seniority, insurance eligibility, and sick leave accrued at the time the employee left his/her employment, unless the absence is due to a professional development opportunity approved by the College, in which case the three (3) term limit will be lengthened by the period of the approved opportunity.
- 34.2 **Assignment Notice.** Each part-time employee shall be issued a statement indicating, among other things, assigned workload.
- 34.3 **Recognition.** Recognition for longevity of service and other contributions to the success of the college by part-time faculty will be incorporated into practices of recognition of contracted faculty. When and if that is not feasible, appropriate separate recognition will be given to part-time faculty.
- 34.4 **Employment Notice and Scheduling.** Decisions regarding initial or continuing employment of part-time faculty will be provided to faculty in writing at the earliest reasonable times. Without such notification, a faculty member does not have assurance of employment. The College recognizes that part-time faculty may rely on employment in other settings, and will give consideration to these needs with respect to creating a reasonable overall work schedule, consistent with this Agreement, and properly executed Memoranda of Agreements.
- 34.5 **Part-time Hiring and Assignment Process**
- 34.5.1 **Part-time Seniority.** Assignment of classes subject to part-time seniority will be made in a manner consistent with the definition, qualification, accrual, and maintenance of part-time seniority in this Article. Part-time seniority is qualified for and is accrued for assignment and teaching in families of courses.
- 34.5.1.1 **Qualification for Assignment by Part-time Seniority.** Faculty members will qualify for part-time seniority assignment by working for 7 terms in 3 consecutive years for LCC, only 3 terms of which can count in any year beginning with fall term. Faculty members will qualify for assignment in a particular accrual family by teaching in this family 3 terms within 3 years.
- 34.5.1.2 **Maintenance of Qualification for Assignment by Part-time Seniority.** Faculty will lose their part-time seniority to courses in an accrual family if not assigned to teach

courses in the family in 2 years beyond absences in teaching due to professional development opportunities approved by the College. Part-time seniority in that accrual family starts again with the next teaching of courses in the family, as does the process of qualifying for seniority assignment in that family.

**34.5.2 Accrual of Part-time Seniority.** Faculty members accrue part-time seniority beginning on or after fall term 1997. Faculty shall accrue 1 unit of part-time seniority for classes in an accrual family by teaching the course one (1) or more times during the 12 month work year (summer, fall, winter and spring).

**34.5.2.1 Seniority Accrual Families of Courses.** Each department/division, with the concurrence of the department/division chair, shall determine the accrual families in the department/division. An accrual family is a set of courses for which faculty who are teaching in one (1) course in the family are capable of teaching in all other courses in the family. Part-time faculty must meet these requirements to qualify for assignment by seniority in courses in the accrual family.

**34.5.3 Assignment of Faculty for Assignment by Part-time Seniority.** Before a member of the qualified pool of part-time faculty qualifies for seniority assignment in a particular accrual family, the department/division chair shall determine the assignment of that person for courses within that accrual family consistent with established departmental practices, contracts with the Association and applicable law. The amount of work assigned will be determined by seniority (see below) consistent with established department/division practices, contracts with the Association and applicable law.

**34.5.3.1** Once seniority has been qualified for in general, and for one (1) or more accrual families, it shall apply to all part-time assignments over the academic year (fall, winter and spring). During each term in the academic year, seniority shall apply to assignments up to .6 FTE from among all part-time faculty so qualified. During summer, seniority assignment shall apply up to .6 FTE from among all people so qualified.

**34.5.3.2 Part-time .5 FTE Roundup.** The purpose of the .5 FTE roundup is to allow part-time faculty members to be assigned a full .5 FTE. Therefore, if the .5 FTE part-time



limit, when combined with the normal workload assignment arrangements in a department, results in an assignment of less than .5 FTE for an individual part-time faculty member, then a department chair may assign one additional course, up to five credits or its FTE equivalent. It is the intent of the parties that faculty initially hired above .5 FTE are contracted. The contracted status of all contracted faculty members currently employed at Lane Community College as of the date that this Agreement is signed and ratified by the Association and the College, shall be unaffected by the Part-time Round up provisions. Prior to the start of each fall term the College will provide the Association the number of credits or TLCs that constitute a full load equivalency for each division, department, and discipline.

34.5.3.3 Assignment of contracted faculty within their seniority rights shall take precedence over part-time assignments. Among courses for assignment by part-time seniority, assignment by part-time seniority shall take precedent over assignment of faculty without seniority.

34.5.3.4 Ties in part-time seniority shall be broken on the basis of part-time bargaining unit seniority. Ties after that shall be broken by a random method provided jointly by the College and Association.

34.5.3.5 Exceptions can be made to accommodate disability.

34.5.4 **Alteration of Teaching Schedules.** Term-by-term, part-time assignments of faculty with part-time seniority shall remain fixed once set. For example, after assignments are made, less senior faculty may not be displaced by more senior faculty for reasons of class cancellation and the like. If necessary, full-time faculty may displace part-time faculty according to the following:

- a) Identify which offered courses the contracted faculty member is certified to teach.
- b) If there are no alternative options, the contracted faculty member bumps into the only option.
- c) If a choice exists, the choice should be narrowed initially to:
  - courses which the faculty member has taught within the past 5 years
  - courses scheduled within a 12 hour work day, with at least 12 hours before the next work day.

- d) Within the above limitations, or at the step all choice is eliminated, the least senior part-time faculty shall be bumped.

34.5.5 **Courses Outside of Assignment by Part-time Seniority.** Some courses not assigned to contracted faculty may be exceptions to assignment by part-time seniority due to the limited number of members in qualified pools of faculty who are qualified for assignment by seniority.

34.5.5.1 **Exceptions.** Beyond the above, the following are the exceptions to courses which shall be assigned in accordance with part-time seniority. Courses which are open because of the unpaid sabbatical program for contracted faculty newly established in the 1999 contract may be assigned for the following reasons: a) Necessity to have a minimum of continuity during the absence of the contracted faculty member; b) To create a more diverse faculty in terms of under-represented faculty of color, women or men in the discipline; c) Opportunity to have a renowned scholar or practitioner temporarily join the faculty.

34.5.5.2 **Reporting.** The exceptions under Section 34.5.5.1 and their justification will be reported to Human Resources and the Association within ten (10) working days of the assignment.

34.5.6 **Part-time Selection Pool.** Part-time faculty assignments are made for a specified number of terms at a time. Part-time faculty assignments will be filled from a pool of qualified faculty for each family of courses. Contracted faculty within the subject matter discipline will be involved in the determination of initial and continuing qualification for the part-time pool, where feasible. The final decision as to whether to include, maintain, or remove a person from the part-time pool is a right of the manager as a hiring decision, and is not subject to the grievance procedure provided the subsections below are followed:

34.5.6.1 **Removal from Part-time Pool.** If a manager chooses to remove a person with part-time seniority from the part-time pool for a particular family of courses, the manager shall provide immediate written notification to the person and the College labor relations representative. A written statement outlining the reasons will be timely provided the person and the College labor relations representative.

The employee will be advised of his/her right to contact the Association.

34.5.6.2 **Corrective Opportunity.** Prior to removal of a person with part-time seniority from a part-time hiring pool for performance reasons, the person will be provided the opportunity to understand and correct his or her performance shortcomings. This opportunity shall be described in writing and a copy provided concurrently to the person and the College labor relations representative. The employee will be advised that they have a right to an Association representative in discussions on this matter.

34.5.6.3 **Inherent Rights.** The reasons for removal must be consistent with respect for rights expressed in Articles 7 (Nondiscrimination), 15 (Professional Rights) and 16 (Personal Rights).

34.5.7 **Communication Requirements.** For the making of assignments consistent with this Article, faculty members shall be responsible for keeping their departments/divisions informed as to how they can be contacted, and departments/divisions will make reasonable efforts to contact faculty.

34.5.8 **Seniority of Retiring Contracted Faculty.** At their request, and with the explicit written approval of the department/division chair/manager, retired contracted faculty may be placed in the appropriate part-time hiring pool(s) and shall qualify for assignment by seniority in every accrual family for which they were qualified to teach before retirement and shall receive three (3) years worth of part-time seniority in each of these accrual families. The appropriate manager(s) shall make a timely decision about placing the retired faculty member in the requested hiring pool(s).

34.6 **Seniority of Temporary Contracted Faculty.** Temporary contracted faculty shall accrue part-time seniority and qualification for assignment by part-time seniority.

34.7 **Temporary Appointment Selection by Seniority.** If a temporary contracted position is not filled by a contracted faculty member on lay-off or through a posting/search process, and is not an unpaid sabbatical exception to the use of part-time seniority, then, if practical, the temporary contracted position will be filled through selection of qualified, available part-time faculty utilizing part-time seniority. Namely, the right of first refusal will be given to faculty in order of highest seniority in any of the accrual families encompassed by the temporary assignment.

34.8 **Compensation for Cancelled Classes.** Timely notice shall be provided the employee and the Association of the cancellation of classes taught by a part-time faculty member, the date of its cancellation, and the reason for the cancellation (low enrollment or bumping). If the part-time faculty member's assignment was cancelled two calendar weeks or more before the start of the term there shall be no compensation for the assignment cancellation. Up to four (4) hours of compensation, based upon hours properly submitted and approved by the Department/Division Chair, is due for preparation of any class that is cancelled within two calendar weeks of the start of a term. If the part-time faculty member's assignment was cancelled after the start of the term, and the part-time faculty member had not previously taught the class within the past two years, the part-time faculty member shall be compensated at their per diem hourly rate for all class meeting time, and up to ten (10) hours of syllabus and class preparation time properly submitted to their Department/Division Chair. If the part-time faculty member's assignment was cancelled after the start of the term, but the part-time faculty member had previously taught the class within the past two years, the part-time faculty member shall be compensated at their per diem hourly rate specifically for all class meeting time and up to four (4) hours of syllabus and class preparation time properly submitted to and approved by their Department/Division Chair. When classes are cancelled, part-time faculty shall be informed by their department/division chair/manager that they may be eligible for compensation. Once informed, part-time faculty must submit a written request to their department/division chair/manager that clarifies the eligibility for compensation. Part-time faculty assignments that are cancelled shall not count toward annual FTE averages.

## ARTICLE 35 - WORKLOAD

- 35.1 The following per term, normal workloads are examples of the equivalencies which can be used to demonstrate an annual workload of 36-48 credits.
- 35.1.1 **Social Science:** Fifteen (15) credit hours, or 450 weekly student contact hours at the beginning of the third week for large lecture classes with a maximum of three (3) preparations. Four (4) different course preparations is a full workload.
- 35.1.2 **Health Occupations:** Twenty-two (22) weekly contact hours in a laboratory situation. Number of students determined by number of lab stations or by program requirements.
- 35.1.3 **Biology:** Three (3) combination lecture and laboratory courses with twenty-four (24) students each, which meet for six (6) hours per week for four (4) credit hours (18 contact hours per week). Maximum of two (2) preparations.
- 35.1.4. **Writing:** In cases where three (3) credit lecture courses are taught, four (4) lecture courses with twenty-four (24) students each, which meet for three (3) hours per week for three (3) hours of credit (12 contact hours per week). Or, in cases where four (4) credit lecture courses are taught, three (3) lecture courses with twenty-four students each, which meet for four (4) hours per week for four (4) hours of credit (12 contact hours per week). Maximum of three (3) preparations.
- 35.1.5 The parties agree that 36-48 credit hours as used in Section 35.1 is intended to provide flexibility for assignments with four (4) credit hour courses. For example, four (4) classes for four (4) credit hours each for three (3) terms would equal 48 credit hours per year. It is not intended to require instructors to teach 16 three-credit sections per year.
- 35.2 **Voluntary Nature of Non-Teaching Work.** The workload of contracted teaching faculty is intended to include an amount of non-teaching work. The choice of specific non-teaching faculty work shall be the decision of the faculty member and can be made without prejudice, subject to the ability of the college to accomplish non-teaching work as specified by this Agreement, properly executed Memoranda of Agreements, certified workgroup charters, and workgroup consensus decisions.
- 35.3 **Non-Teaching Work.** Non-teaching workload consists of activities beyond directed student contact time and immediate class work, which includes preparation, grading, office hours, and examining student work.

35.3.1 Faculty are professional employees exempt from overtime compensation. Non-teaching workload shall apply to contracted faculty only, and shall comprise up to 15% of the faculty member's staff FTE, averaged over the academic year, provided it can be accomplished within a work schedule based on 1 FTE = 40 hours/week. If such activities cannot be accommodated within this schedule, the particular workload issues will be raised to the Division/Department Chair as outlined in 35.4. If the workload issue is not resolved through the Department/Division Chair process the issue may be raised to the LCCEA President and the Vice President for Instruction and Student Services via the process outlined in Article 35.4.

35.3.2 In this Article, non-teaching work is work that is not otherwise compensated and is focused on furthering the college mission and goals at a program, department/division or college-wide level. This non-teaching work includes such things as long-term curriculum planning, development and coordination; governance activities; working as an Association representative in joint activities; serving on hiring committees; participation in peer evaluation and peer mentoring processes; building collegiality; and work in the community.

35.4 **Dispute Resolution.** Possible workload concerns include, but are not limited to, questions of excessive workloads and issues around the non-teaching workload.

35.4.1 Concerns about workload shall first be raised by faculty members, the College or the Association with department/division managers for informal problem solving. Good faith efforts to resolve workload concerns working through College managers at the department/division level shall occur for a minimum of ten (10) working days in the case of an individual and fifteen (15) working days in the case of a discipline or department/division prior to any party appealing workload concerns to the VP for Instruction or her/his designee. Based upon the workload standards in Article 35.1, 35.2, and 35.3, either a faculty member(s), the Association or the College may submit a concern about a specific workload issue to the Vice President for Instruction & Student Services or her/his designee. In the case of a workload concern regarding an individual the Vice President shall have ten (10) working days to make a recommendation to the impacted parties concerning a workload adjustment and in the case of a discipline or department/division the Vice President shall have fifteen (15) working days to make a recommendation concerning a workload

adjustment. If an agreement is reached concerning a workload adjustment the agreement must be signed by the faculty member(s), the Association and the College.

35.4.2 Workload concerns not resolved directly between the parties pursuant to Article 35.4.1 shall be submitted to a workload review panel. The panel shall be appointed as follows: One member shall be appointed by the LCCEA President and one member shall be appointed by the College President or designee. These panel members shall be chosen for their ability to form a fair judgment on the question at hand rather than for their advocacy. These two appointees will then choose a third and final panel member, who need not be a Lane employee.

35.4.3 The panel shall gather information regarding the workload questions placed before it as it deems appropriate. The panel shall make its recommendations regarding appropriate workload assignments to the affected faculty, the LCCEA President and to the Vice President for Instruction and Student Services. In the case of a workload concern regarding an individual the workload review panel shall have forty (40) working days to make recommendations concerning a workload adjustment, and in the case of a discipline or department/division the workload review panel shall have fifty (50) working days to make recommendations concerning a workload adjustment. In the case of a workload concern regarding an individual the Vice President for Instruction and Student Services shall have ten (10) working days to make a final decision concerning a workload adjustment and in the case of a discipline or department/division the Vice President for Instruction and Student Services shall have fifteen (15) working days to make a final decision concerning a workload adjustment. The Vice President for Instruction and Student Services shall make the final decision and communicate the final decision to the impacted faculty and the LCCEA President.

35.4.4 Workload assignments decisions by the Vice President for Instruction and Student Services that are still unacceptable to LCCEA may be submitted to interest arbitration as noted in Article 35.5 below.

35.5 **Interest Arbitration.** The workload dispute resolution process outlined in Article 35.4 above must be fully exhausted prior to any referral to interest arbitration. The Association may submit an individual, individuals or department/division workload to interest arbitration if in the judgment of the Association such workload equivalencies are excessive when compared to the standards outlined in Section 35.1 above.

## ARTICLE 36 - GRIEVANCE PROCEDURE

### 36.1 Definitions

36.1.1 A "grievance" shall mean a dispute about the interpretation or an alleged violation of any of the provisions of: 1) this Agreement; 2) properly executed Memoranda of Agreements.

36.1.2 **Standing.** The "aggrieved" is the person or persons who has/have suffered harm as a result of the alleged violation. The Association may be an "aggrieved person" in instances where an alleged contract violation affects the Association or a clearly defined group of employees rather than an individual employee. Only aggrieved person(s) have standing to file grievances.

36.1.3 The term "days," when used in this Article, shall, except where otherwise indicated, mean working days; thus weekends, holidays or vacation days are excluded.

36.2 **Grievance Time Limits.** Extension of timelines (for valid reasons such as availability of parties involved, for investigation, etc.) as specified in this Article shall be by mutual agreement between the College and the Association. All mutual agreements shall specify a deadline date for the resumption of the grievance procedure.

36.3 **Grievance Procedure.** The purpose of the grievance procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure and, to the greatest extent possible, meetings or discussions involving grievances and grievance procedures shall be scheduled at such a time so as not to interfere with employee duties.

#### 36.3.1 Informal

36.3.1.1 The aggrieved party shall, within twenty (20) working days of the occurrence or of the aggrieved party's first knowledge of the facts of the occurrence, attempt to resolve the grievance informally by discussing it with the administrator at the level closest to the grievance. The administrator shall be advised that the matter is a grievance, and shall be given the facts upon which it is based.

36.3.1.2 **Grievance of Article 4.2: College Functions.** When incidents of culpable negligence, gross negligence, malfeasance, and lack of good faith are alleged, grievances of College Functions may be filed. All grievances of College Functions must first be processed consistent with the



following: (1) Within twenty (20) working days of the occurrence or of the aggrieved party's first knowledge of the facts of the occurrence, grievances concerning Article 4.2: College Functions, shall be brought to the Labor Management Committee, with notice to the Labor Relations Representative; (2) The Labor Management Committee shall have thirty-five (35) calendar days to develop a solution acceptable to all parties. If no solution is found by the end of the thirty-five (35) calendar day period, the level one grievance procedure will take effect.

### 36.3.2 **Level 1**

36.3.2.1 If the grievance is not resolved within ten (10) working days of its presentation at the informal step of the grievance process it shall, within five (5) working days, be reduced to writing by the aggrieved party and submitted to the appropriate vice president with a copy to the college labor relations representative.

If a grievance concerning Article 4.2 College Functions is not resolved within thirty-five (35) days of its presentation to the Labor Management Committee as set forth in 36.3.1.3 it shall, within five (5) working days, be reduced to writing by the aggrieved party and submitted to the appropriate vice president with a copy to the college labor relations representative.

36.3.2.2 The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought.

36.3.2.3 The vice president shall reply in writing to the employee with a copy to the Association within ten (10) working days following receipt of the written grievance.

36.3.3 **Level 2.** Grievances not settled at Level 1 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, either individual or Association, should be appealed to arbitration, provided that:

36.3.3.1 Written notice of a request for arbitration is made to the vice president within ten (10) days of receipt of his/her answer in Level 1; and

36.3.3.2 The issue involves the interpretation or meaning of a specific provision(s) of the agreement.

- 36.4 **Selection of Arbitrator.** When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) days of the appeal, jointly request the Oregon Employment Relations Board to submit a list of five (5) arbitrators who are also American Arbitration Association-qualified arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination; and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.
- 36.5 **Hearing.** The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision.
- 36.6 **Authority of Arbitrator.** The arbitrator shall have no power to advise on salary adjustment except as to the improper application thereof; nor to add to, subtract from, modify, or amend any terms of this Agreement or of the policies of the College.
- 36.7 **Binding Decisions.** A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.
- 36.8 **Costs of Arbitration.** The College and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.
- 36.9 **General Provisions**
- 36.9.1 An aggrieved person(s) has the right to be accompanied by or represented by an Association representative at all levels, including the informal level of the grievance procedure. The Association shall have the right to be present and to state its view at all levels of the grievance procedure. The primary role of the Association representative at the informal level is to facilitate productive discussion.
- 36.9.2 No reprisals of any kind will be taken by the College against any participant in the grievance procedure by reason of such participation.
- 36.9.3 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit

the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

- 36.9.4 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 36.9.5 Except for mediation and where prohibited by law, the parties expressly recognize the principle of election of remedies and agree that the filing of a disputed matter in one (1) forum (i.e., Court, ERB, arbitration) constitutes waiver of any and all rights the party may otherwise have to contest the disputed matter in any other forum.
- 36.9.6 Upon the mutual request of the grievant and the immediate supervisor, mediation of a grievance shall be made available provided:
  - a) The Association and College have reached written agreement on the scope and timelines of the mediation;
  - b) The written agreement specifies what, if any, of the record of the mediation may be introduced into subsequent grievance processes involving the issues to be mediated;
  - c) All grievance timelines shall be held in abeyance and the grievant shall have the right to continue through the grievance process if resolution is not reached within the established timelines; and
  - d) A written report of the results of the mediation will be provided to the College and Association within ten (10) working days of the resolution, or ending timelines, if there is no resolution.

## ARTICLE 37 - CORRECTIVE EVALUATIONS

- 37.1 **Corrective Evaluations.** Corrective Evaluations shall be the response to indications of performance deficiencies requiring significant intervention. Their outcome shall be a clarification of the validity of indications of performance deficiencies, a clarification of performance expectations and/or an improvement plan if indicated by the evaluation.
- 37.2 **Corrective Evaluation Principles.** Corrective Evaluations may be implemented at any time during an academic year. All such evaluations shall be developed within the following principles:
- a) **Due Process.** The investigation of performance and/or behavioral problems will be conducted using full due process.
  - b) **Thorough.** Any resulting improvement plan will clearly state expectations, timelines and consequences of failure and success.
  - c) **Inclusive.** The Corrective Evaluation and correction process will have, as its primary objective, the employment of the individual. Therefore, the College will provide reasonable resources in support of the Corrective Evaluation improvement plan.
  - d) **Respectful.** All matters dealing with corrective evaluations will be conducted in such a way as to preserve the dignity of the individual involved, subject to the requirements of this Agreement.
  - e) **Timely.** Corrective Evaluations will be conducted as soon as possible following the receipt of sufficient information regarding performance and/or behavioral problems. Decisions of non-renewal for probationary employees, based on failure to satisfy the objectives of the Improvement Plan, must be made prior to March 1.
  - f) **Consistent.** Investigations, Corrective Evaluations and improvement plans will be conducted within these guidelines.
  - g) **Union Participation.** The LCCEA will be expected to participate actively in all phases of the Corrective Evaluation process with the concurrence of the employee being evaluated, and be timely informed of the occurrence and results of every step, in any case.
  - h) **Discipline and Non-Renewal.** Recommendations regarding discipline or non-renewal coming from this evaluation shall be appropriately based on the level of conformance to the performance expectations specified in the Improvement Plan.

37.3 **Corrective Evaluation Procedures.** Corrective Evaluations shall be conducted in accordance with the following steps:

- Step 1. Initiation.** The appropriate vice-president or manager will initiate the Corrective Evaluation process when he/she is made aware of allegations of deficient performance that requires significant intervention. The manager will prepare a statement of the allegations and a statement of the scope of further inquiry, which will closely correspond to the specific allegations of poor performance. The employee will be informed of the initiation of this process and of his/her right to representation, and will be given a copy of the statement.
- Step 2. Planning the Investigation.** Following a reasonable preparation time for the employee, the manager and the employee will meet to discuss the details of the allegation of poor performance, and the scope of further inquiry, including kinds and sources of data required for the inquiry, and the manner in which the data will be collected and analyzed. The results of this meeting will be reduced to writing. This meeting will be scheduled with at least one-week prior notice.
- Step 3. Working with the Data.** Following receipt of the data, the manager and employee will meet to clarify any questions concerning the data and engage in an evaluation/developmental discussion. The intent of this discussion will be to identify strengths and weaknesses in the employee's performance that fall within the scope of the inquiry, to suggest ways to enhance the employee's performance, and discuss any constraints faced by the employee and ways to remove such constraints.
- Step 4. Conclusions.** The results of this evaluation conference shall be reduced to writing and shall include statements of confirmed poor performance with attendant performance expectations and statements of exoneration for allegations that were not confirmed by the findings. Upon request of either the employee or the manager, a mutually acceptable third person may be selected to help interpret the data.
- Step 5. Employee Response.** The employee shall be provided a written copy of the results of the evaluation conference and shall be afforded the opportunity to respond in writing; or, if the employee submits a timely request, he/she will be granted a second evaluation conference. If the employee chooses to respond, then he/she will be provided a reasonable time to do so. The response will be attached to the evaluation prior to the time that it is placed in

the personnel file. In either event, the employee agrees to sign the evaluation.

**Step 6. Improvement Plan.** If following the Corrective Evaluation, the College determines that the performance of an employee is substandard, an improvement plan will be developed to provide an opportunity and support for the employee to improve his/her performance. The improvement plan will include:

- a) Measurable outcomes of improvement;
- b) Reasonable timelines for success;
- c) List of types of assistance that will be provided by the College;
- d) Support and direction by the immediate supervisor; and
- e) Schedule of frequent conferences with written progress reports.

Following complete implementation of the improvement plan, the employee's supervisor shall prepare a summary of performance and a recommendation regarding retention, which shall be placed in the employee's personnel file.

Note: Due to the potential for discipline arising from the Corrective Evaluation process, the Association will be timely informed of the meetings and results of the various steps. The employee retains the discretion as to whether representation is present in the meetings. If an Association representative plans to attend a meeting, he/she shall so notify the department/division manager at least two (2) working days prior to the meeting, or as close as possible to at least two (2) working days notice.

## **ARTICLE 38 - FACULTY ADMINISTRATIVE SUPPORT ASSIGNMENTS**

38.1 **Faculty Administrative Support Assignments (FASAs).** Faculty administrative support assignments (FASAs) refer to any faculty assignments providing administrative support for faculty work and activities or as required by administrative agencies. Such positions may be defined at the program, discipline or department/division levels. Such assignments have a variety of designations, including lead faculty, program leads and coordinators.

### **38.2 Conditions Applying to All FASAs**

38.2.1 The assignment description will specifically exclude supervisory duties as prohibited for faculty by applicable state law.

38.2.2 The FASA assignments will have fixed terms and reappointment may occur.

38.2.3 Unless specifically designated otherwise, FASAs will be available only to contracted faculty.

38.2.4 Teaching faculty members in FASAs shall engage in teaching half their employment or more.

38.2.5 Unless specified otherwise in this Agreement or properly executed Memoranda of Agreements, faculty may resign from a faculty administrative support assignment and return to their regular assignment provided sufficient time is available to reassign affected faculty.

38.2.6 Faculty may be removed from a faculty administrative support assignment based on inability to meet the assignment description requirements. If the specific FASA assignment continues the manager shall clarify the reasons for the removal to the faculty member that was removed.

38.2.7 Any faculty member resigning or requesting reassignment from a FASA in a timely manner or removed will continue to be compensated at their current rate until returned to a regular assignment. Faculty members assigned to FASAs retain seniority rights and the right to return their regular positions.

38.2.8 Exceptions to the above requirements may occur with the mutual agreement of the College and Association.

38.2.9 FASA Reassignment Time and Compensation. The College may provide release time or equivalent compensation (if not part of a contracted faculty member's non-teaching responsibilities) to any employee serving in any assignment providing administrative support at the program, discipline or department/division levels. The amount of such release time or equivalent compensation shall be established by prior written agreement in accordance with this Agreement, or properly executed Memoranda of Agreements. No employee shall be required to accept such assignments except as required by this Agreement, or properly executed Memoranda of Agreements. Copies of all written agreements specifying the responsibilities and a summary of all such assignments and the amount of release time or equivalent compensation, if any, shall be provided to the Association annually.

38.2.10 The College and Association, at the request of either party, shall meet to negotiate compensation, including release time, for faculty administrative support assignments.

38.3 **Discipline and Department/Division Level FASAs.** Discipline FASAs may be established as follows:

38.3.1 Either faculty members and/or the department/division chair/manager may propose establishing a FASA. The College Vice President for Instruction or designee, in consultation with the department/division chair/manager, shall decide whether to establish a FASA. Once established, FASA agreements shall include the rationale, assignment duties, and appropriate FTE for faculty in the assignment(s). Once established with the concurrence of the manager or chair and the responsible Associate Vice President and/or Vice President, and if the FASA assignment cannot be accomplished within the normal instructional and non-instructional workload of the faculty member, the appropriate FTE shall be determined by estimating the average hours per week to perform FASA duties that are in excess of workload assignments as defined in Article 35 and other workload agreements. FASA agreements may be reviewed annually.

38.3.2 Once established with the concurrence of the Vice President or designee, the appropriate manager/chair, Associate Vice President and/or Vice President shall define the criteria that disciplines and departments/divisions may use in determining reassignment time or equivalent compensation for FASAs if the assignment includes duties and assignments beyond the expected contracted faculty workloads as outlined in Article 35 of this Agreement and properly executed Memoranda of Agreement.



- 38.3.3 Specific assignment descriptions of FASAs will be developed by the responsible department/division chair/manager in consultation with stakeholders.
- 38.3.4 Individual faculty assigned to discipline FASA assignments shall be recommended by all faculty members affected by the position or selected by rotation subject to the approval of the appropriate manager/chair.
- 38.3.5 The department/division manager or chair will facilitate any needed processes for filling the assignment and reassignment time.
- 38.3.6 The assignments under 38.3 will have fixed terms, and reappointment may occur.

38.4 **Program Coordinators**

- 38.4.1 Faculty members that are hired as Program Coordinators as part or all of their position, are not FASAs. The rights of such coordinators are the same as all other regular faculty.
- 38.4.2 Faculty members assigned to administrative support assignments, which may also be referred to as coordinators, are FASAs.

- 38.5 **Dispute Settlements.** Disputes based upon any provisions of this Article 38 covering FASA type assignments shall be processed through the Labor/Management Committee or through the dispute resolution process outlined in Article 35.4 except that FASA disputes are not subject to interest arbitration under Article 35.5, or the grievance procedure under Article 36 of this Agreement.

## ARTICLE 39 - FACULTY COUNCIL

- 39.1 **Faculty Council.** The Faculty Council shall be established and maintained to carry out its functions in accordance with this Article.
- 39.1.1 **Purpose.** The Faculty Council shall serve as the faculty's college-wide forum on all subjects brought before it, but particularly academic matters of the college. The Council may have responsibilities that have been clearly chartered and do not involve dealing (see Labor Relations Principles) with the College, such responsibility being that of the Association. Within this context the Council may provide recommendations to the administration/College and the Association.
- 39.1.2 **Specific Responsibilities.** The Council may have specific responsibilities, and these shall include grading policy and the campus-wide student evaluation instrument.
- 39.1.3 **Referendum Capability.** The Faculty Council may refer issues on academic policies of the college to a vote in which the whole faculty may participate. The Faculty Council shall be responsible for defining and ensuring timely college-wide debate and subsequent voting process, and for formulating the results.
- 39.1.4 **Faculty Council Rules and Membership.** Rules and membership of the Faculty Council shall be set in a charter in accordance with the current bylaws of the Council and adopted by a majority vote of the faculty.
- 39.2 **Relation of other Bodies to the Faculty Council.** The Faculty Council shall have a relation to other entities of the college governance structure.
- 39.2.1 **College Council.** The Faculty Council shall have representation on the College Council and shall make regular reports to the College Council concerning Faculty Council activity.
- 39.2.2 **LCCEA.** The president of the Association shall be an ex-officio non-voting member of the Faculty Council and shall make regular reports to the Council on the activity of the Association.
- 39.2.3 **Academic Committees.** The Faculty Council will select the majority or greater of members on academic committees from the faculty at large. Faculty representatives will communicate regularly with the council to report on committee activities and receive direction from the council.

39.3 **Funding.** The College shall fund the Faculty Council at least at the 2005/06 level (\$500) for the purpose of supporting Faculty Council activities.

## ARTICLE 40 - CHARTERS

- 40.1 **Definition, Purpose and Scope.** Charters of workgroups (divisions, departments, programs, etc.) and non-workgroups (councils, taskforces, committees, etc.) are written documents describing, as appropriate, objectives, purposes, operating processes, and working relationships with other college entities. The College and Association agree that the establishment of charters produces clarity and focus of work, leading to an increase in effectiveness. Charters are subordinate to all federal and state statutes as well as all College policies and administrative procedures.
- 40.2 **Workgroup Charter Establishment and Revisions.** The Charter establishment or revision shall require approval of the workgroup manager, 50% of the workgroup contracted faculty, 25% of the part-time faculty, and 35% of the total workgroup. Objection to establishment of a charter by one of the parties carries an obligation to provide the reasons for this objection.
- 40.3 **College and Association Review.** The College and Association shall assure that such charters are consistent with state and federal law, the Main Agreement, and College policies, and shall certify them on this basis. Wherever a provision of a charter is found to violate federal and state statutes or administrative rules, and/or violates College policies and administrative procedures the provisions of any Charter that violates such guidelines shall be null and void.
- 40.4 **Respect.** Chartered decision-making processes will be based on the principle of "Respect for All People and their Capabilities" described in the Lane Community College Values and Behaviors document.
- 40.5 **Dispute Resolution.** Disputes concerning charters and conflicts arising from differences between charters and administrative policies and procedures will be raised within the Labor/Management Committee. Charters are not subject to the grievance procedure in Article 36.
- 40.6 **Application.** Charters are agreements within represented work groups. Other than changes following from this Agreement and properly executed Memoranda of Agreements, charters once established may only be changed through a process similar to the original chartering or by a process specified within the charter.

## ARTICLE 41 - EARLY RETIREMENT

The parties agree that early retirement may be a viable option for some employees who attain the age of fifty-five (55), are eligible to participate in the Oregon Public Employee Retirement System, and have been employed by Lane Community College for a minimum of ten (10) years since the most recent date of hire.

- 41.1 **Benefits at Age 58.** When a contracted employee reaches the age of fifty-eight (58) and for each year thereafter, the College shall offer the option of an early retirement program which will provide the employee three hundred fifty dollars (\$350) per month until he/she reaches age sixty-two (62) if they have retired prior to July 1, 2001, and one hundred seventy-five dollars (\$175) per month if they retire on or after July 1, 2001.
- 41.2 **Benefits Prior to Age 58.** An employee who elects to retire prior to age fifty-eight (58) shall receive a pro rata monthly benefit based on the number of months until he/she reaches age sixty-two (62). The monthly benefit shall be calculated so that the actual costs for insurance premiums and monthly stipends do not exceed the costs the College would have incurred had the employee been age fifty-eight (58) at the time of early retirement.
- 41.3 **Insurance.** The College shall pay the employee's and the employee spouse's monthly premium for the College's hospital-medical and dental insurance programs until the employee reaches sixty-five (65) years of age or the retired employee qualifies for Federal Social Security Medicare coverage or obtains other comparable coverage, whichever is earlier. College paid premiums and benefits for retirees who retire during the term of this Agreement shall not exceed the two-party premium amounts and benefits provided for in this Agreement at the time of retirement.

The monthly stipend shall be prorated for employees who have not been assigned a workload of 1.0 FTE for at least five (5) of the last ten (10) years prior to early retirement. In such case, the stipend amount shall be based on the employee's average FTE assignment during the last ten (10) years.

- 41.4 **Spousal Benefits.** Any retired employee who is eligible for Medicare, but whose spouse is not yet eligible, shall receive one-party medical and dental insurance for the spouse until the spouse reaches the age of sixty-five (65). In the event of the employee's death, coverage for the surviving spouse shall continue until the spouse reaches the age of sixty-five (65).

## **MOA: APPROPRIATE LEVELS OF FULL- AND PART-TIME FACULTY**

The College and Association have been engaged in a study to examine an overuse of part-time faculty in certain disciplines.

The College and Association will timely meet and engage in good faith discussions to develop a plan for appropriate levels of full-time and part-time faculty, by discipline. This plan shall be submitted to the College President by or before June 30, 2007. The analysis will include a constraint that implementation of the plan will not directly reduce student FTE.

This MOA shall expire effective June 30, 2007.

## **MOA: COLLEGE GOVERNANCE**

The following constitutes agreement between Lane Community College (hereinafter referred to as the College) and Lane Community College Education Association (hereinafter referred to as the Association) on issues of governance resolved to facilitate operation of the College Governance System.

### **1. Relationship of Governance and Collective Bargaining**

The parties understand the decisions made under the Governance System will not amend or supersede the parties' collective bargaining agreement and Memoranda of Agreement. No agreements of the councils will have any direct or indirect impact on otherwise negotiable subjects without the Association and the College waiving, in writing, their PECBA rights. If such agreements are inadvertently made, neither party may seek to enforce same over the objection of the other.

The college governance system will not be used to supplant bargaining or collective bargaining processes.

### **2. Representation**

Nothing in the governance system shall be interpreted to infringe on the rights of LCCEA as the exclusive representative of the faculty for all matters bargainable under applicable laws and as exclusive faculty representative in the governance system. Faculty Council appointees in the governance system represent the Faculty Council.

### **3. Article 36 Grievance Procedure Waiver**

Article 36 "Grievance Procedure" in the collective bargaining agreement between the College and the Association will not apply to the Governance System. Policies, plans, and decisions/recommendations made in the governance system shall not be subject to grievance under the collective bargaining agreement.

### **4. Reassignment rates**

Reassignment time will be provided to faculty members at the following rates:

Faculty Council co-chairs will be provided reassignment time of .25 FTE per term.

Faculty members serving on the College Council will be provided reassignment time of .25 FTE per term.

Chairs of governance councils (not including the College Council) will be provided reassignment time of .25 FTE per term.

All other faculty members of governance councils will be provided reassignment time of .25 FTE per year.

## **5. Reassignment Limits**

Faculty members' governance reassignment time may not exceed .5 FTE in any term.

## **6. Course releases and overload pay**

Faculty members are expected to use the reassignment time to be released from other assignments, but may choose to take the reassignment time provided as overload pay. Reassignment time provided may be used in any term or taken as overload pay within the academic year. For example, faculty members teaching courses greater than .25 FTE may use reassignment time provided over the course of a year for release from faculty duties; thus a faculty member provided .25 FTE per term who teaches courses with .333 FTE may take a course release two terms, leaving a balance of .083 for the year.

## **7. Governance appointments and course release procedures**

Faculty Association and Faculty Council fall appointments will be made by May 15<sup>th</sup> and faculty members provided reassignment time shall meet with their Departmental managers to work out the details of scheduling course releases and/or overload compensation by May 31<sup>st</sup>. For non-fall appointments, faculty members granted reassignment time shall meet in a timely manner with their Departmental managers to work out the details of scheduling course releases and/or overload compensation. Reassignment time shall be provided unless a qualified person cannot be found to replace them.

## **8. Part-time faculty members**

If governance reassignment time for a part-time faculty member produces a total assignment of .6 FTE or below for the academic year, reassignment time will contribute toward workload and be compensated as any part-time teaching assignment below .5 FTE. Governance reassignment time will not result in movement of a part-time faculty member to contracted status.

## **9. Duration of Agreement**

This Memorandum of Agreement shall be renewed for the following academic year unless the College or the Association gives written notice to the other after January 1 and not later than March 31, annually, of its desire to modify the Memorandum of Agreement or to terminate the Agreement. The Labor Management Committee shall also assess the reassignment rates specified in Article 4 (above) between January 1 and March 31, annually. For 2005/2006, this assessment shall occur by or before May 1, 2006.



## MOA: DISTANCE LEARNING

1. **Definition.** "Distance learning" refers to the variety of learning environments having in common the physical separation of faculty and some or all of the students, some or all of the time. Examples of distance learning classes include but are not limited to online classes and prepackaged courses.
2. **Strategic Learning Initiative.** The Strategic Learning Initiative Memorandum of Agreement has precedence over this Article.
3. **Conformance.** This Agreement and properly executed Memoranda of Agreements, and the decisions following from them, represent the sole agreement on distance learning. Distance learning practice and agreements of the College will conform to the main Agreement and properly executed Memoranda of Agreements between the College and Association.
4. **Compensation.** The following principles regarding compensation for distance learning shall be followed:
  - 4.1 The College shall offer appropriate compensation when requesting faculty to develop distance learning courses or significant distance learning elements of courses.
  - 4.2 The College shall approve appropriate compensation along with approval of proposals to develop distance learning courses or significant distance learning elements of courses.
  - 4.3 Compensation for development and delivering distance learning courses may be provided through normal divisional/departamental processes used for the development and delivery of other courses, or through the curriculum development process.
5. **Workload Principles.** The following principles regarding workload involving distance learning shall be followed:
  - 5.1 Work assignments shall be adjusted to accommodate distance learning responsibilities without resulting in an overall increase in workload for any individual.
  - 5.2 The instructional department/division in which the course resides is the first place to address the issue of when and whether course workload is the same in its distance learning version and traditional version (for example, in terms of enrollment, preparation, FTE). The issue should be considered for resolution in the context of, and through the processes of, overall division/departamental workload decisions.

5.3 The offering of a distance learning class may be subject to enrollment limitation or special allowances for nonstandard enrollments.

6. **Development, Delivery and Course Approval Principles.** The following principles regarding development, delivery and course approval involving distance learning shall be followed:

6.1 Course approval for classes with distance learning shall follow the usual processes adopted in the division, department and college curriculum approval process, including accepted pathways for short-term approval for innovative curriculum and courses.

6.2 The development by a faculty member of distance learning courses or significant distance learning elements of courses requires the agreement of the faculty member.

6.3 A faculty member may refuse distance learning development assignments without prejudice. Assignment of distance learning courses or courses with significant distance learning elements may be refused without prejudice. If current faculty refuse these development and delivery assignments, the College may hire staff specifically for the development and delivery of distance learning courses. Staff hired specifically for the development and delivery of distance learning courses can not displace current faculty who refuse distance learning assignments.

6.4 In developing or modifying a distance learning course, a faculty member shall not be required to adopt a particular format method, course organization, or learning management system, recognizing the College may not support said system. The College will, in collaboration with the faculty webmasters, designate a common learning management system that it will provide and support. Infrastructure from the college (hardware, software and support) may be reasonably limited.

6.5 The College will ensure that resources for distance learning, such as technical and infrastructure support (including additional phone lines, hardware and software) and academic support (including Library, Counseling and Advising) are identified to faculty and provided at a reasonably adequate level.

6.6 Faculty developing distance learning courses through significant effort on their part shall have the right to first refusal to teach such

courses up to three (3) years. This right of first refusal supersedes part-time seniority claims.

- 6.7 If a packaged course is a substitute or an option for an existing course, the department, through its normal approval process, must agree that it is equivalent. "Packaged courses" refers to courses, purchased or leased, where the instructor, in part or for the whole course, comes with the course, including "hosted" distance learning courses.

7. **Training Principles.** The following principles regarding training involving distance learning shall be followed:

- 7.1 Training shall be reasonably available for faculty desiring to learn how to use, develop, or enhance their skills in the use of, distance learning.

8. **Evaluation Principles.** The following principles regarding evaluation involving distance learning shall be followed:

- 8.1 The evaluation of distance learning courses and significant distance learning course elements shall be conducted as close as possible to the framework and processes of the evaluation of other courses.

- 8.2 Faculty and student privacy shall be protected and respected. No observation or monitoring of student-student or faculty-student interaction shall take place without prior agreement with the faculty member(s) responsible for the class, and prior notification of the students involved.

- 8.3 Evaluations of distance learning courses may include a separate evaluation of the technology used and the distance learning format.

9. **Integration and Jurisdiction.** Issues of jurisdiction and overlap involving distance learning courses shall be dealt with in the same manner as traditional courses, involving faculty, divisions, departments, and the Curriculum Committee.

10. **Distance Learning Intellectual Property Rights and Revenue Sharing.** Distance learning intellectual property issues are controlled by Article 18 of the Main Agreement.

**MOA: NURSING CLINICAL TEACHING LOAD CREDIT (TLC)**

This Memorandum of Agreement is made between the Lane Community College Education Association (Association) and the Board of Education of Lane Community College (College).

Specifically, it is agreed by the Association and College that for the length of the current Collective Bargaining Agreement 2005-2011, the workload TLC factor for nursing clinical shall be 0.841.

## **MOA: RE-EMPLOYMENT OF RETIRED EMPLOYEES – RETROACTIVE TO JULY 1, 2005**

Contracted faculty members who retire from Lane Community College (hereafter, the College) and who are subsequently re-hired by the College, are members of the bargaining unit represented by Lane Community College Education Association (hereafter, the Association). All contractual rights and benefits under The Main Agreement (To June 30, 2005) and Memorandum of Agreements and the Economic Agreement (for 2000-03 within the 1999-2005 main agreement) and related Memoranda of Agreements, will be afforded to re-employed unit members, except those rights and/or benefits expressly set forth below as exclusions:

A. Contracted faculty members who retire at the end of a contract year, but who wish to return to work at greater than .5 FTE, will be required to apply for re-employment to the College. The appropriate manager(s) will make a timely decision on the application. If no competitive hiring process has been used, and if the number of accepted applicants for re-employment for a specific position exceeds the College's need, applicants will be selected by seniority at the point of retirement. If re-employed, the following conditions will apply:

1. Re-employed unit members will be considered Temporary Contracted Faculty.
2. Re-employed unit members will be subject to the Contracted Faculty Salary Schedule, and will be treated the same as any new hire to the college, with a maximum placement on Step 8.
3. Re-employed unit members may request to carry over up to twenty-five (25) days of paid sick leave from their active employment balance for use upon re-employment. This election must be made in writing to Human Resources in advance of the member's effective date of retirement and prior to finalization of a separation report to PERS.
4. Re-employed unit members are not eligible for Article 23.8 benefits.
5. Early Retirement benefits will be deferred for re-employed unit members until the end of their re-employment, and will be based upon the last year of regular employment.
6. The College will not be obligated to forward payments to PERS for the re-employed unit member who is already drawing PERS benefits.

B. Unless there is mutual agreement by the employee, the College, and the Association, re-employed unit members will exercise the re-employment option only

one (1) time. In no case shall re-employment extend beyond a total of ten hundred and thirty nine (1,039) hours within a calendar year.

C. This Memorandum shall become effective upon execution by the parties. It shall automatically renew on July 1 of each school year to be effective through June 30 the following year, unless either party notifies the other in writing prior to February 1 of its desire to revoke the Memorandum.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
LANE COMMUNITY COLLEGE AND THE LCC EDUCATION ASSOCIATION  
July 1, 2005 through June 30, 2007**

**STRATEGIC LEARNING INITIATIVE**

**I. AUTHORITY AND RESOURCES**

1.1. The parties to this agreement will carry out the following mission of the Strategic Learning Initiative exclusively, as is practical, through the structure established herein, for the time period of this agreement, unless otherwise mutually agreed.

The mission of the Strategic Learning Initiative (SLI) is to engage faculty throughout the college in strategic, systemic innovations to bring instruction and the learning environment up to and maintained at their full potential, by:

- a) applying advances in understanding of the student learning process and student motivation to learn;
- b) applying advances in technology;
- c) developing innovative formats (e.g. intensive formats) of instruction, instructional programs, and instructional delivery systems to meet the changing needs of our current students and creating educationally sound formats, programs and instructional delivery systems to meet the needs of students not previously served by the college;
- d) promoting a college-supported practice of learning scholarship among the faculty.

New areas of innovation may be added by the SLI Leadership Team where mutually agreeable using the consensus decision making process outlined below in the Decision Making and Conflict Resolution section of this MOA.

1.2 The parties understand that while this mission may involve issues of staffing it is not in the province of the Leadership Team to change fundamental existing staffing configurations. The college reserves its rights to assign work pursuant to Article 4 of the Main agreement between the College and LCCEA.

1.3 The College shall fund the Strategic Learning Agreement at least at the budgeted 2004/05 levels for the 2005/06 and 2006/07 fiscal years.

## **2. STRUCTURE**

2.1 A Leadership Team shall be established to lead the achievement of the Strategic Learning Initiative mission including the audit and assessment of its efforts to ensure the efficacy of the projects.

2.1.1 The Vice President(s) for Instructional Services and the Association President will each appoint one of two Co-Chairs of the Leadership Team.

2.1.2 The Co-Chairs, assisted by staff, shall serve as project management for the Leadership Team. The Co-chairs will mutually determine the level of staff support needed and develop hiring processes for the replacement of vacated positions or hiring new staff as determined to be needed.

2.1.3 Unless otherwise mutually agreed, there will be eleven (11) members on the Leadership Team. Five (5) management members will be selected by the Vice President for Instruction and Student Services, and six (6) faculty members will be selected by the President of the Association.

2.1.4 All faculty members on the SLI Leadership Team, including the faculty Co-Chair, will serve two year terms. The President of the Association will then make appointments to fill the faculty positions either by reappointment or by appointing new members. Similarly, the Vice President for Instruction and Student Services will appoint managers for a two year term and will fill positions either by reappointment or by appointing new members. In order to provide continuity and draw upon experience, members of the SLI Leadership Team will be rotated periodically. Members who have served on a SLI project team may be given appointment priority.

2.2 Project Teams will be established by the Leadership Team to carry out specific elements of the Strategic Learning Initiative mission.

2.2.1 Project Teams will be chaired by faculty and consist predominantly of faculty. Management or classified staff may be part of Project Teams.

2.2.2 The Leadership Team will review Project Team decisions for compatibility and conformance with this agreement and initiative.

## **3. Strategic Learning Initiative Assignments and Compensation**

3.1. **Setting of Precedents.** The parties recognize the character of the Strategic Learning Initiative (SLI) as a faculty-led partnership with the administration and as a joint Association-Administration project is significantly different from other organization of work at LCC. The agreement embodied in this Memorandum of



Agreement shall not be considered as a precedent for compensation outside the SLI.

**3.2. SLI Faculty Work through Per-Credit Reassignment/Assignment.** Faculty Strategic Learning Initiative work may be scheduled and assigned on a credit equivalent basis and treated similarly to teaching work by the faculty member and the administration.

3.2.1 For Full Time Faculty with an SLI Assignment Defined on a Credit Basis:

3.2.1.1 Release time procedure will be followed, or an additional credit assignment will be made to increase the total FTE.

3.2.1.2 A laid off full-time faculty member who satisfies the qualification criteria of an SLI position and is subsequently selected for the position will accrue seniority, and will retain his/her current FTE seniority at the time of lay-off. Further, the faculty member will retain all recall rights of an employee on lay-off during the period of an SLI assignment and later if he/she returns to lay-off status.

3.2.1.3 SLI assignments for a laid off faculty member requiring the reinstatement of a Contract will be based on the recommendation of the SLI Leadership team co-chairs.

3.2.1.4 All incremental compensation and benefit costs arising from the reinstatement of a Contract under the procedures described above will be borne by the SLI from within its budget.

3.2.1.5 The incremental cost of reinstating a Contract as a result of an SLI assignment will not be prejudicial to the selection of a laid off faculty member. For such assignment, selection will be based on criteria established under Article 3 below.

3.2.1.6 The Vice President of Instruction and Student Services remains accountable for staffing levels.

3.2.2 For part-time faculty with an SLI assignment defined on a credit basis:

3.2.2.1 If the SLI assignment is below .5 FTE for the year and the faculty member's total faculty FTE is less than .67 FTE for the year, the SLI assignment will contribute toward workload and be compensated as any part-time teaching assignment below .5 FTE. (In this agreement, "year" refers to the academic year excluding summer.)

3.2.2.2 If the SLI assignment is above .5 FTE for the year, or the total faculty assignment is above .67 FTE for the year, the assignment will be incorporated into a temporary teaching assignment, subject to the explicit written approval the Co-chairs of the SLI. All incremental compensation and benefit costs arising from the issuance of a Contract will be borne by the SLI from within its budget.

3.2.2.3 SLI assignments, which would raise a faculty FTE level to that requiring a temporary contracted position but which have not been approved as above, will either be terminated as soon as feasible or approved. Any remaining, unapproved SLI credit equivalent assignment will not count toward total faculty FTE.

3.2.2.4 The SLI Leadership Team will maintain timely records of completed and projected levels of employment for the current academic year for all part-time faculty members considered for SLI assignments.

### **3.3. Position Descriptions and Qualification Criteria for SLI Assignments**

3.3.1 Position descriptions, qualification criteria and assessment processes for SLI positions will be determined by the SLI Leadership Team

3.3.2 The SLI Leadership Team will form a selection committee and conduct a search following the regular hiring process for an internal expedited search or a Leadership Team appointment recommendation and College appointment. The Vice President for Instruction and Student Services will have final approval for SLI assignments

## **4. DECISION MAKING AND CONFLICT RESOLUTION**

4.1 Decisions of the Leadership Team will be made by consensus. Implicit in consensus decision making is the need for parties to the decision to be part of the discussion and decision making process. Therefore the Leadership Team will be responsible for ensuring that faculty and administration are fully involved in the decision-making process.

4.2 At least half the faculty members and half of the management members must be present at meetings for decisions to be finalized.

4.3 Project Teams will attempt to make decisions by consensus, but issues unable to be resolved in a timely manner will be resolved by the Leadership Team.

## 5. CONFLICT RESOLUTION OVER INTERPRETATION OF THIS AGREEMENT

5.1 Mediation will be utilized to resolve conflicts between the College and the Association over the interpretation of this agreement, or over implementation of this agreement based on differences in interpretation.

5.1.1 The mediator will be selected from a list of mediators mutually agreed to at the start of this effort, with changes to the list made only by mutual consent of both parties to this agreement. Unless mutually agreed otherwise, the method of selection shall be by each of the parties, alternately eliminating one person from the list until one mediator remains who is willing and able to begin the mediation within a reasonable time period.

5.1.2 Costs of mediation will be born by the Strategic Learning Initiative budget.

5.2 The parties understand the decisions made under this memorandum will not amend or supersede the parties' collective bargaining agreement and Memoranda of Agreement. No agreements of the teams will have any direct or indirect impact on otherwise negotiable subjects without the Association and the College waiving, in writing, their PECBA rights. If such agreements are inadvertently made, neither party may seek to enforce same over the objection of the other

5.2.1 Article "Grievance Procedure" in the collective bargaining agreement between the College and the Association will not apply to this Memorandum of Agreement.

## 6. PERIOD OF AGREEMENT, RENEWAL, AND MODIFICATION

6.1 **Period of Agreement.** This agreement will remain in force July 1, 2005 through June 30, 2007.

6.2 **Self Assessment.** The SLI leadership Team will evaluate how well it is accomplishing its mission by March 1, 2007. This evaluation will be submitted in writing to the College and the Association by March 1, 2007.

6.3 **Renewal.** This Memorandum of Agreement shall be automatically renewed for two more years unless the College or the Association gives written notice to the other after March 1<sup>st</sup> and not later than April 1<sup>st</sup> prior to the expiration date of its desire to modify the Memorandum of Agreement for a successive term or to terminate the agreement.

This agreement is made by and between the Lane Community College Education Association, herein called the "Association", and the Board of Education of Lane Community College, herein called the "College".

## MOA: UNPAID SABBATICAL LEAVE OPTION

**Preamble:** It is in the interest of both the faculty and administration of Lane Community College to establish an unpaid sabbatical leave program that will provide an additional option for professional development that will improve a faculty member's contribution or capacity to contribute to the success of the college. Accordingly, this Memorandum of Agreement sets forth the framework for an initial unpaid sabbatical program. This program shall be considered a pilot test for a period of four (4) years. At the end of the four (4) year period a thorough analysis will be undertaken jointly to determine if the program should be continued, changed or discontinued.

1. **General Description.** Following seven (7) years of continuous contracted service, a faculty member may receive an unpaid sabbatical leave for a period not to exceed one (1) year for study, research, travel, or other purpose designed to improve the faculty member's ability to contribute to college goals. Sabbatical leaves of less than full-time may be taken. A faculty member may not receive more than one (1) such unpaid leave during a continuous four-term period per each five-year period following the initial seven-year period and within five years of the last unpaid sabbatical leave. This unpaid sabbatical leave program shall be separate and independent of any other sabbatical or leave program, including in the application and qualification process.
2. **Program Administration.** A joint Unpaid Sabbatical Review Committee will be established with up to three (3) faculty and three (3) administration representatives chosen by the Association and Instruction vice-president(s) respectively.
  - 2.1 **Sabbatical Review Process.** The specific process for reviewing and monitoring proposals will be developed by the joint Committee.
  - 2.2 **Annual Cost Review.** The joint Committee will accumulate cost data for the pilot program and make a report to the Association and College. The parties agree that the program should be generally cost neutral. Should the program generate excessive savings the College and Association shall meet to decide how these funds shall be used within Instruction. Should the program generate excessive costs, the College and Association will meet to decide how the program may be adjusted to eliminate those excessive costs or, if that proves infeasible, terminated.
3. **Faculty Support.** Sources of support for faculty shall be made available from the college.

- 3.1 **Continuing Health Insurance Coverage.** During the period of the unpaid sabbatical leave, the college will pay the entire cost of insurance benefits that the faculty member had at the time the leave was approved, if such insurance is not provided from another source.
- 3.2 **Seniority/Job Protection.** During the sabbatical leave the faculty member will continue to accumulate seniority, retain rights to the same position, receive compensation for any work, and retain all other rights and responsibilities upon returning, as if the faculty member had been working continuously at a full level.
- 3.3 **Deferred Compensation.** Pending verification of feasibility, the College shall establish a deferred compensation program so that the faculty member may defer income (and accumulated interest) to be used during the unpaid sabbatical leave and receive any tax savings accrued.
- 3.4 **Continuing Service.** The support for the faculty member specified in this Article shall not be guaranteed once the faculty member retires or makes a commitment to engage in employment or other life activity inconsistent with continued employment at Lane Community College. The College and Association shall timely meet to discuss such situations.

#### 4. **Proposal Process**

- 4.1 **Proposal Deadlines.** Sabbatical proposals must be submitted, originally or on appeal, to the Sabbatical Review Committee and the appropriate department/division chair by the last day of the academic term that falls three (3) terms prior to the intended commencement of the sabbatical. A decision will be made and provided the applicant in writing no later than fifteen (15) working days after the request was received. (For example, the proposal must be submitted by the end of fall term for a sabbatical beginning in next fall term.)
- 4.2 **Right to Return.** The College will make reasonable efforts to create flexibility in replacements in faculty on leave, in case those faculty **members** desire to return. After the deadline to apply, if a proposal is approved and accepted but a faculty member cannot follow through on the leave, the College will attempt to fully return the faculty member to their original position or other assignment including curriculum development, but may not be able to due to irreversible arrangements made to replace the faculty member. In

such cases, the College and Association will timely meet to discuss the matter.

- 4.3 **Proposal Content Criteria.** The sabbatical leave proposal will include a) a plan for study, research, travel, or other activities proposed by the applicant to benefit the college by improving the quality of the faculty member's contribution to the college mission and goals or the capacity of the faculty member to contribute to the college mission and goals; b) a review by a peer committee of the plan indicating a positive assessment of the proposal and indicating that the proposal made use, as appropriate, of the input of peers - these peers including all, or at least four (4), contracted faculty in the immediate discipline of the proposer; c) plans for dissemination at LCC of the sabbatical results and a follow-up report including an element of peer review of the sabbatical experience.
- 4.4 **Maintenance of Stability and Quality of Instruction Criteria.** The sabbatical leave requires a reasonable level of maintenance and stability of the quality of instruction. It is the intent of the administration and department/division chairs to work toward granting sabbatical requests. It is the intent of the application process to encourage faculty to mutually settle planning and coordination issues before proposals are made, and also to allow faculty to work with each other and department/division managers to identify and remove barriers to sabbaticals. The department/division chair will review the timing and level of the leave request along with possible leave replacements and make a judgment about maintaining a reasonable level of stability and quality of instruction. If the chair cannot give a positive judgment, he/she shall provide the requestor the reasons in writing.
- 4.5 **Approval.** If the proposal meets the rigor outlined in Section 4.3 and the department/division chair's assessment is that instructional quality can be reasonably maintained as called for in Section 4.4, the proposal shall be approved by the Sabbatical Review Committee. If not, the proposer shall be provided in a timely manner a summary of the reasons for denial in writing.
- 4.6 **Re-applying.** A faculty member denied a sabbatical may resubmit his/her proposal at any future time provided the proposal has been appropriately modified or conditions have changed so that an identical proposal under identical conditions is not being resubmitted.
- 4.7 **Appeals.** A faculty member may appeal the decision of the Sabbatical Review Committee back to the Committee for

reconsideration. If an issue of proposal rigor is at stake, the appeal must be a joint appeal by the majority of the faculty member's immediate peers, and the Committee will make the final judgment. If an issue of logistics is at stake, the appropriate Instruction vice-president will investigate and assess in good faith any new information submitted. The vice-president's judgment will decide this matter.

4.8 **Reporting Requirements.** Each term a faculty member receiving unpaid sabbatical leave shall submit a written progress report on completion of their plan and goals as outlined in 4.3.

5. **Notice Regarding Leaves of Absence & PERS.** The employee is explicitly responsible for assessing the impact of any leave of absence plans on their PERS eligibility and status.

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