

3/31/2022 COLLEGE PROPOSAL

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ECONOMIC OFFER

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ECONOMIC PROPOSAL FRAMEWORK

Relevant bargaining agreement articles to be updated according to proposed framework below:

COLA

1.5% Full-time faculty Year 1

1.5% Full-time faculty Year 2

1.5% Part-time faculty Year 1

1.5% Part-time faculty Year 2

Calendar

Add an additional day to the work year. Contracted faculty schedule to be increased commensurate with the increased work day.

Additional day will be a non-instructional day; identified and assigned by the College.

Part-Time Faculty Parity

Increase part-time faculty annual maximum load to 0.75; increase paired with an additional 0.5% COLA for part-time faculty Year 1 and an additional 0.5% COLA for part-time faculty Year 2.

Anticipated Articles Impacted (subject to changes and additions)

Article 9

Article 26

Article 34

ITEM 1

WORKLOAD

Contents:

Article 35 (Proposal)

Article 35 (Current)

MOA: Academic Technology

MOA: Advanced Technology

MOA: Assignment Rights

MOA: Culinary Faculty

MOA: Joint Workload Taskforce Survey Results and Workload
Findings

MOA: Nursing Clinical Teaching Load Credit (TLC)

MOA: Workload, Class Cancellation, and Enrollment Capacity

MOA: Workload, Class Cancellation, and Enrollment Capacity
Modification

Note: This language is intended to fully replace existing Article 35 and any existing MOAs related to workload.

ARTICLE 35 – WORKLOAD

- 35.1. Exemption Status.** As per ORS 653.020, faculty are professional employees exempt from overtime compensation. Workload issues may be addressed as outlined in Article 35.9.
- 35.2. Contracted Faculty Work.** Contracted faculty work consists of all activities, teaching and otherwise, that contribute to the achievement of student learning outcomes and which are focused on furthering the college mission and goals at a program, subunit, department/division, and college-wide level. Examples include but are not limited to the following: teaching and associated course assignment responsibilities (including assessment of learning outcomes); new course and long-term curriculum development; committee work and like functions; and work in the community. Non-instructional/non-teaching workload is expected to comprise approximately 15% (approximately 6 hrs/week) of the faculty member's FTE, averaged over the academic year. Contracted faculty may choose their non-instructional assignments subject to the ability of the College to accomplish its mission.
- 35.3. Part-time Faculty Work.** Part-time faculty work consists of all activities that contribute to the achievement of student learning outcomes such as teaching and associated course assignment responsibilities (including assessment of student learning).
- 35.4. Instructional Faculty Workload.** The normal faculty teaching load per term is fifteen (15) Teaching Load Credits (TLCs) or forty-five (45) TLCs on an annual basis (see exceptions below). 1.0 FTE assignments may vary up to 18.5 TLCs per term (pro-rated for 1.0 FTE assignments other than 45 TLCs). The range is intended to allow flexibility in achieving 1.0 FTE assignments on an annual basis. Faculty workload may be balanced over the academic year. Courses assigned to reach 1.0 FTE that result in overloads shall be involuntary. Annual TLCs in excess of 1.0 FTE shall be paid as overloads in Spring term and compensated as per Article 26.2.3.

Exceptions:

- a. The following have term maximums of 17 TLCs and annual maximums of 51 TLCs: Apprenticeship, Automotive Technology, Aviation Maintenance, Construction Technology, Culinary Arts, Diesel Technology, Manufacturing/CNC Technology, Welding/Fabrication Technology.

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35.4.1. One Instructional TLC is Equivalent To:

One contact hour per week (primary term) of:	TLCs	Scheduled contact hours per week***
Lecture*	1.000	1.000
Lecture/Lab*	0.762	1.312
Lab/PE Activity*	0.682	1.466
Select Writing Courses**	1.250	0.800
Nursing Clinical Assignment	0.841	1.189

Note: Cooperative Education, Independent Study, Flight Instruction, and Music Lessons (MUP) excluded from TLC calculation.

* Per OAR 589-006-0050:

"Laboratory or lab" means an instructional setting in which students work independently with the instructor available in the instructional area for assistance and supervision.

"Lecture" means an instructional setting in which the instructor presents academic subject information.

"Lecture and laboratory" is an instructional setting in which the instructor gives short presentations and supervises student application of content. Instructional methods are integrated, and lecture and lab are dependent upon each other for the student's educational success.

** Select writing courses are WR 115, WR 121, and WR 122.

*** Primary terms. Hours of instruction per week modified for non-standard length classes or terms.

35.5 Large Class Size. Where appropriate, class sections may be offered in a large class format up to 200% of established class maximums.

35.5.1 Whenever a class section is designated as a large class, the schedule of payment below shall apply.

35.5.2 Schedule of Payment as a percent of established enrollment caps

Class Size	Extra Compensation
110% to 130%	Plus 15% of regular part-time contract or full-time overload for that class
131% to 150%	Plus 25% of regular part-time contract or full-time overload for that class
151% to 175%	Plus 37.5% of regular part-time contract or full-time overload for that class
176% to 200%	Plus 50% of regular part-time contract or full-time overload for that class

35.5.2.1 Any fractional class size percentage shall be rounded to the nearest whole percent.

35.5.2.2 All extra pay shall be in the form of a stipend and based on enrollments at the end of the fourth week of a class each term. Final determination as to the percent a class is above the cap will be made at the end of the fourth week of the class.

35.6 Non-Instructional Faculty Workload. The normal workload for non-instructional faculty during a primary term is forty (40) hours per week consisting of thirty-four (34) assignable hours plus six (6) hours of mutually agreed upon college service.

35.6.1 Teaching Load Credits for Non-Instructional Faculty Workload. The total load for a full-time non-instructional faculty member is fifteen (15) TLCs per term. This equates to 34 non-instructional assignment hours per week.

35.6.2 Non-instructional faculty assignments may include any combination of instructional and non-instructional workload pursuant to the TLC guidelines in Article 35.4 and 35.6.1.

35.7 Contracted Faculty Overload. Contracted faculty may have priority assignment up to 0.5 FTE overload during their primary terms. Full or proportional TLCs in excess of a 1.0 FTE contractual limit shall be compensated as per Article 26.2.3.

35.8 Contracted Faculty Summer Teaching. Contracted faculty may teach an overload during summer intersession after part-time faculty with seniority rights are assigned available courses as per Article 34.5.3. TLCs in summer intersession shall be compensated as per Article 26.2.3.

35.9 Dispute Resolution. Possible workload concerns include, but are not limited to, questions of excessive workload.

35.9.1 Concerns about workload shall first be raised by faculty members, the College or the Association with department/division assigned administrator for informal problem solving. Good faith efforts to resolve workload concerns working through College administrators 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 Provost or their designee. Based upon the workload standards in Article 35.4 and 35.5, either a faculty member(s), the Association or the College may submit a concern about a specific workload issue to the Provost or their designee. In the case of a workload concern regarding an individual the Provost 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 Provost 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.

35.9.2 Workload concerns not resolved directly between the parties pursuant to Article 35.9.1 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.

35.9.3 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 Provost. 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 Provost 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 Provost shall have fifteen (15) working days to make a final decision concerning a workload adjustment. The Provost shall make the final decision and communicate the final decision to the impacted faculty and the LCCEA President.

35.9.4 Workload assignment decisions by the Provost that are still unacceptable to LCCEA may be submitted to interest arbitration as noted in Article 35.10 below.

35.10 Interest Arbitration. The workload dispute resolution process outlined in Article 35.9 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 35.4 and 35.6 above.

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 **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 per ORS 653.020 from overtime compensation. Non-teaching workload shall apply to contracted faculty only, and shall comprise 15% of the faculty member's FTE, averaged over the academic year. Because faculty are exempt and not hourly employees, non-teaching work is not tracked on an hourly basis. However, for the purpose of providing an example, 15% for a faculty member teaching 1.0 FTE equates to an average of six hours per contract 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; assessment of student learning outcomes; 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~~

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~~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 LCGEA 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 LCGEA 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 LCGEA President.~~

~~35.4.4—Workload assignments decisions by the Vice President for Instruction and Student Services that are still unacceptable to LCGEA may be submitted to interest arbitration as noted in Article 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~~

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~~compared to the standards outlined in Section 35.1 above.~~

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~~MOA: ACADEMIC TECHNOLOGY~~

~~1. Payment of Curriculum Development Hours for online course development:~~

~~If the ATC wishes to pay faculty members curriculum development hours in a manner outside the standard practice in which faculty members record curriculum development hours on time sheets, the ATC shall: (1) request that faculty members indicate when they wish to begin the work; (2) set up six equal payments over a three-month period as the default method; and (3) accommodate faculty member requests to complete the work and receive equal payments for curriculum development hours in a period of less than three months.~~

~~Curriculum development hours shall be paid at the rate determined by the collective bargaining agreement (currently \$30 per hour).~~

~~MOA—ADVANCED TECHNOLOGY~~

~~The following is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA) in the matter of Advanced Tech. All other terms of the CBA and the Mechanical Technologies Interest Arbitration Award remain in effect. The parties hereby agree to the following terms:~~

- ~~1. Except as outlined in #2 below, beginning in Fall 2020, for every three weekly hours of lecture/lab in Advanced Tech, the College shall apply the TLC standard for lecture for one hour (i.e. 1.0 TLC) and the TLC standard for lab for two hours (i.e. 0.682 x 2). (This equates to an average 0.788 TLCs for each lec/lab hour).~~

~~Example for heuristic purposes for Advanced Tech for standard Fall, Winter, or Spring terms:~~

- ~~a. Lecture = 1.000 TLC for each weekly scheduled hour~~
- ~~b. Lecture/Lab = 0.788 TLC for each weekly scheduled hour~~
- ~~c. Laboratory = 0.682 for each weekly scheduled hour~~

- ~~2. For Drafting, beginning in Fall 2020, for every four weekly hours of lecture/lab in Advanced Tech, the College shall apply the TLC standard for lecture for one hour (i.e. 1.0 TLC) and the TLC standard for lab for three hours (i.e. 0.682 x 3). (This equates to an average 0.762 TLCs for each lec/lab hour). Note: Unlike other disciplines in Advanced Tech, the Drafting annual workload is 45 TLCs.~~

~~Example for heuristic purposes for Drafting for standard Fall, Winter, or Spring terms:~~

- ~~a. Lecture = 1.000 TLC for each weekly scheduled hour~~
- ~~b. Lecture/Lab = 0.762 TLC for each weekly scheduled hour~~
- ~~c. Laboratory = 0.682 for each weekly scheduled hour~~

- ~~3. The College shall adhere to the “17 Teaching Load Credits (‘TLC’)” per term “or 51 TLCs on an annual basis” workload standard provided in the Mechanical Technologies Interest Arbitration Award. Workloads above this standard are voluntary, and shall be compensated as overload, consistent with Article 26.2.3. The voluntary nature of overloads shall be subject to one exception as follows for Advanced Tech only: assignments may be made for each term consistent with current course configurations which exceed 17 TLCs (e.g. one 12-credit course with 24 instructional hours of lecture/lab, which equates to 18.912 TLC or two 6-credit courses with a total of 24 instructional hours of lecture/lab, which equates to 18.912) with overload compensated consistent with Article 26.2.3 for TLCs in excess of 17 per term.~~

- ~~4. Consistent with OAR 589-006-0050 (13), for purposes of awarding credit, "Clock or contact hours" means one clock (or contact) hour that is 60 minutes long. No more than 10 minutes of each hour can be used for a regularly scheduled break or passing period." The College shall inform faculty members that on average each weekly hour of instruction may have no more than 10 minutes of break time.~~
- ~~5. The College shall provide all future overload compensations consistent with Article 32.4, incorporating overload pay "into their pay in the month(s) in which the work is performed."~~
- ~~6. This MOA resolves the Advanced Tech grievance. This resolution is prospective, and the Association shall not pursue retroactive compensation related to lecture/lab workload for Advanced Tech for any period prior to Fall 2020.~~

Memorandum of Understanding (MOU): Assignment Rights

~~This MOU is intended to integrate the Main Agreement and MOAs governing contracted and part-time faculty assignment rights and is intended for heuristic purposes only. It does not alter any of these agreements, which retain their full authority; nor does it attempt to fully capture all elements of such agreements; consult these agreements for a full understanding of their provisions. This MOU addresses all assignments, unless otherwise modified by the College and the Association.~~

A. Academic Year Assignments are made in the following order:

- ~~1. — Contracted faculty (including temporary and teaching-only) are assigned their courses.~~
- ~~2. — Part time faculty with seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights.~~
- ~~3. — Part time faculty without seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights.~~

B. Summer Term Assignments are made in the following order:

- ~~1. — Contracted faculty (including temporary and teaching-only) are assigned their regular course load, if any.~~
- ~~2. — Part time faculty with seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights (see above).~~
- ~~3. — Remaining courses may be assigned to part time faculty without seniority or contracted faculty.~~

**~~MEMORANDUM OF UNDERSTANDING
BETWEEN
LANE COMMUNITY COLLEGE, THE LCC EDUCATION
ASSOCIATION, and CULINARY FACULTY~~**

~~A. The Memorandum resolves issues related to the Culinary Program workload, as follows:~~

- ~~1. The Culinary faculty workload is set at 17 TLCs with a maximum of 24 contact hours. This load is set in recognition of the program's historic workload level, and is effective September 2004 and continuing indefinitely if not otherwise modified through procedures provided in the Main Agreement and College policy.~~
- ~~2. Culinary faculty will receive retroactive compensation for assigned work in excess of 17 TLCs for the 2004 - 2005 through 2008-2009 work years, in arrangements to be determined and agreeable to the faculty members.~~

~~B. This Memorandum shall become effective upon execution by the parties.~~

MOA
~~JOINT WORKLOAD TASKFORCE SURVEY RESULTS AND WORKLOAD~~
~~FINDINGS~~

~~This is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA). All terms of the CBA remain in effect. The parties hereby agree to the following terms:~~

- ~~1. The survey results and workload findings contained in the spreadsheet herein comprise the survey results and workload findings of the Joint Workload Taskforce. The results and findings in the spreadsheet within this MOA include current workload parameters, including number of assignable credit hours, TLCs, preparations, and class sizes consistent with the Workload, Class Cancellation, and Enrollment Capacity MOA.~~

Advanced Tech	17; except Draftin g max is 15	51; except Draftin g max is 45				WLD111, 139, 140, 141, 142 have max of 5. ET121 has max of 16. ET229, 230, 234, 235, 236 have max of 18. CST 116, 118A, 118B, 118C, 119 have max of 20. DS260, DS 154, 155, 158, 256, 257, 269 have max of 24. CST 111, 122, 201 and ET129, 130 have max of 25. DRF 121, 137, 205, 207, 211, 210, 235, 236, 245 have max of 28. AM 145, 159, 242, 243, 244, CNC101, 102, 103, 108, 201, 202, 209, CST110, DRF 160, 220, MFG 101, 102, 103, 151, 152, 153, 209, 241, 242, 243, 244, 254, 255, have max of 30. WLD 112, 113, 114 215, 216, 217 have a max of 34. AM 143, 147, 149, 246, CST 110 and 211 have a max of 30 when cross-listed or stand-alone. WLD 121, 122, 143, 154, 159, 160, 242, 256, 257 have a max of 20 when cross-listed or stand-alone. WLD 151 has a max of 34 when cross-listed or stand-alone.	Workload arbitration on file
	Anatomy and Physiology	15	45	2		BI234 has maximum class size of 24; all others have maximum of 28.	See 35.1.3

Art - MDTA	15	45					D 178*, D 179*, D 189*, D 194*, D 261, TA 153*, TA 253*, TA 298* have max size of 10. D 260 has max of 12. D 185*, D 186*, D 187* have max of 14. D 177*, D 183*, MUS 107, MUS 109, MUS 110, MUS 112, MUS 113, MUS 115, MUS 116, MUS 161, MUS 185, MUS 212, MUS 213, MUS 225, MUS 226, have max of 15. MUS 127, MUS 128, MUS 129, MUS 131, MUS 214, MUS 215, MUS 216, TA 121, TA 227 have max of 16. D 188, D 257, MUS 294 have max of 18. D 152*, MUS 103, MUS 118, MUS 119, MUS 211, MUS 224, MUS 261, MUS 262, MUS 263 have max of 20. D 153, D 161, D 172, D 176*, D 184*, MUS 111, MUS 114, MUS 201, MUS 202, MUS 203, MUS 205, MUS 293, TA 150 have max of 25. MUS 134 has a max of 26. TA 272 has max of 28. MUS 290, MUS 291, MUS 297 have max of 30. MUS 101 has max of 33. MUS 260, MUS 264, MUS 265, MUS 266, MUS 268, MUS 295 have max of 35. D 251 has max of 38. TA 140, 141, 142, 143, 144, 241, 242, and 243 have a total maximum of 24 when cross-listed or as stand alone classes. MUS 137 and MUS 138 have a total maximum of 20 when cross-listed or as stand alone classes. *These classes are often cross-listed.	Music has maximum of four courses per term and 12 courses per year.		
	Art - Media Arts	15	45		3	4	24			
	Art History	15	45		3	4	32			

Art -- Studio	15	45		3	4	ART 248, 255, 276, 277, 278, 291 have a max class size of 16. ART 117, 118, 266, 270, 271, 272, 273, 274, 275, 285, 286, 292, 293, have a maximum class size of 18. ART 115, 116, 131, 231, 234, 240, 281, 284, 294, 295, and 296 have a maximum class size of 23. ART 261 has a maximum class size of 25. ART 250, 251, and 253 have a max size of 18 when cross-listed or stand alone.	Each three-credit studio art class meets six hours per week of lec/lab at 4.49 TLCs. Independent study offered each term FWS equates to one section or 4.49 TLCs.
Aviation Academy (Flight Technology)		45				Class sizes outlined as follows, except when FAA restricts class size to fewer students. The maximum assignable class sizes are as follows: twenty (20) in FT228; twenty-five (25) in FT115, FT255; thirty (30) students in FT102, FT103, FT130; and thirty-five (35) in FT251, FT254, FT261.	
Aviation Maintenance		51				Maximum of thirty (30) students per class except when FAA restricts class size to fewer students.	
Biology	15	45		2		BI102D has maximum class size of 27; BI101, BI102D, BI102H, BI103F, BI103H, BI103J, BI213B, BI213Z have maximum class size of 24; BI101J, BI101K, BI102C, BI102E, BI102G, BI102I, BI103D, BI103E, BI103L, BI211, and BI212 have maximum class size of 26; BI101F, BI112 have maximum class size of 25	See 35.1.3

Business	15	45		4	4	BA214, BA249, BT015, BT108, BT122, BT144, BT150, BT163, BT220, BT223, BT230, BT271 have maximum class size of 24. BT272 has max size of 25. BT120, BT123 has max size of 27. BT278 has max size of 29. BT270, BT286 have max size of 30; BT165 has max size of 32. BA206, BA101, BA211, BA213, BA222, BA223, BA224, BA226, BA238, BA250, BA251, BA281, BT170, BT181, BT221, BT253, BT291 have max size of 35.	Two-year annual average of 45 TLCs with a maximum of four (4) preparations per term and a maximum of eleven (11) preparations per year. Lecture, lab, and reassignment /course release each count as one preparation. Two large lectures with two or three lab sections per term is also considered a full workload in a term.
Chemistry		see notes		4	see notes	Maximum class size is 24 in CH 104, 106, 114, and 150. Maximum class size is 27 for CH 112. Maximum class size is 12 for CH 241, 242, and 243 labs and 20 or 22 for other CH labs, except that lab size is 24 when only one lecture section is offered. Assignable class size is 24 (regular) or 36 (large), in CH 221, 222, 223, 241, 243, 243, and total assignable lab seats will equal total lecture seats in a given term. Two-year average calculation will be staggered per division practice, and shall automatically include new or revised classes in the discipline.	
CIT	15	45				CIS225, CS240U, CS240W, CS279, CS284, CS285, CS286, CS288, CS289 have maximum class size of 24. CIS140U, CIS125G, CIS125M, CIS126, CIS135G, CIS244, CIS276R, CIS287, CIS133JS, CIS133N, CIS161C+, CIS161P, CIS162C+, CIS162P, CIS188, CS233JS, CS233N, CS233P, CS234N, CS235AM, CS235IM, CS246, CS260, CS273, CS275, CS276, CS295N, CS295P, CS296N, CS296P, CS297 have a max size of 30. CIS195 has max of 33. CIS140W, CIS101, CIS125D have max of 34. CIS160, 1779, and 189 have max of 35. CS120 has max of 44.	

Early Childhood Education	15	45		4	4	ECE 170 and 240 have max size of 25; ECE 260 has max of 35. All other ECE have maximum of 30.	ECE 240 requires 9 lab hours per week with 6.138 TLCs (9 x 0.682).
Earth and Environmental Science	15	45		2		Maximum class size is 24.	See 35.1.3
EMS Program	15	45				EMT and Paramedic lecture courses (EMS 111, 201, 211, 212, 221, 222, 231, 232, 233, 241, & 242) have a maximum class size of 24. EMS lab courses (112, 251, 252, & 253) have a maximum class size of 12 (with a 4 students to 1 instructor ratio). All other EMS 100 level courses have a maximum class size of 30 (EMS 101, 102, & 103).	EMT Program admits one cohort per term. Paramedic program admits one cohort per year.
English	12	36	3			In cases where three (3) credit lecture courses in writing are taught, four (4) lecture courses with twenty-four (24) students each or 18 students in WR115, 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 in writing are taught, three (3) lecture courses with twenty-four students each or 18 students in WR115, which meet for four (4) hours per week for four (4) hours of credit (12 contact hours per week). Maximum of three (3) preparations. For literature and other courses with the ENG prefix, the assignable class size is 35. Regardless of the combination of writing, literature, or creative writing courses taught, 12 credits (12 contact hours per week) is 1.0 FTE.	Maximum enhanced class sizes are: 21 in WR115, 26 in WR 121, 122, 123, and 227.
ESL	15	45	3			Intensive English program courses have an maximum class size of 22; Community English program courses have an maximum class size of 25.	

Exercise Movement Science	15	45					FLS 190 has max of 30. FLS 110, 150, 160, 170, 185, 214 have max of 32. FLS 120, 130, 140 have max of 34.	
Health	15	45			3	4	Maximum class size is 30 except for HE 152, 209, 252, and 275 which are 34.	
Health Information Management	15	45			5		Max class size for HIM 270, 271, 275 (Coding) is 25. All other HIM have a max size of 35.	
Hospitality	15	45					HRTM 292 has max of 10. HRTM 110, 205, 209, 227, 228, 231, 260, 265, 275, 290 have max of 30. HRTM 100, 104, 106, 109, 140, 220, 230, 286 have max of 31. HRTM 105 has max of 35. HRTM 226 has max of 40.	
Languages	15	45			3		Maximum assignable class size of thirty (30) students, except for conversation classes, which have an assignable class size of twelve (12).	Fifteen (15) credit hours per term with a maximum of three (3) preparations per term and six (6) preparations per year
Math	15	45			3		Maximum class size for MTH 231 and 232 is 28; max for MTH 25 is 29. Maximum class size for MTH 20, 60, 65, 70, 82, 97, 98, 211, 212, and 213 is 31; maximum class size for MTH 242 is 33; MTH 105, 106, 107, 112 have a max of 34. MTH 241, 243 have max of 35. MTH 52, 75, 85, 95, 111, 251, 252, 253, 254, 255, 256, 260, 261, and 265 have max of 36. ENGR 221 has max of 24. ENGR 211, 212, 213 have max size of 33. ENGR 101, 102, 115 have max of 36.	A five-hour (5) MRC assignment is the equivalent to three (3) TLCs. A 1.0 FTE assignment may range 44-46 TLCs/year
Medical Assisting	15	45					Maximum class size is 24. Max size for lab is 8; max size for Co-Op clinic is 24.	

Nursing	15	44-46				Forty-four (44) to forty-six (46) TLCs annually, which includes teaching and/or clinical assignments. Each weekly hour of clinical equates to .841 TLCs. Each actual teaching hour equates to .098 TLCs (based on 10.25 denominator). Each team lead assignment equates to 1.25 TLCs.	
Physical Education	15	45				PE101, 104, 106, 107, 108, 110, 111, 117, 119, 120, 133, 136, 137, 138, 146, 147, 237 have max size of 30. PE122, 142, 143, 144, have max of 25. PE134, 139 have max of 20. PE113 and 114 (fitness center) have max of 150. PEAT 245 has max of 15; Track & Field PEAT classes have max of 40; all other PEAT have max of 20.	Seven 1-credit PE sections per term at .143 FTE each = 1.0 FTE. A three-hour FEC assignment is equivalent to a 1-credit PE section at .143 FTE. A PE 113/114 assignment = .314 FTE.
Physical Therapy Assistant	15	45				Online lecture class max is 28. Max class size for labs is 20. (20 at LCC; 8 is max at RCC) Clinical max class size is 14.	Lab class sizes are dependent on campus. (e.g. 8 at RCC). Lab instruction ratio is 1:12.
Physics	15	45	2			Maximum class size is 24.	A 1.0 FTE assignment may range 42-48 TLCs/year
Social Science	15	45	450	3	4	Maximum 450 weekly student contact hours can be obtained in the following workload examples: Five 3-credit classes with assignable class size of 30 students. Four 3-credit classes with assignable class size of 37.5 students. Four 4-credit classes with assignable class size of 30 students. Three 4-credit classes with assignable class size of 37.5 students.	Maximum class sizes: CIA 214 is 24; ANTH101, 103, ECON 200, PSY201, 202, 203, 215, SOC204, 206 are 34 (or 41 for "biggs").

Speech Communication	16	44	3	Maximum class sizes are 25 with the following exceptions. COMM105 has a maximum class size of 33. Maximum class sizes are: COMM100, 112, 115, 218 are 28; COMM 111 is 27.	Three (3) or four (4) four-credit sections per term for a maximum of twelve (12) or sixteen (16) credit hours per term and an annual maximum of 44 credits with a maximum of three (3) preparations each term and a maximum of six (6) preparations each year.
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~~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, the workload TLC factor for nursing clinical shall be 0.841.~~

**MEMORANDUM OF AGREEMENT
BETWEEN
~~LANE COMMUNITY COLLEGE and THE LANE COMMUNITY COLLEGE
EDUCATION ASSOCIATION (LCCEA)~~**

April 6/2015

- ~~A. This Memorandum modifies the Workload, Class Cancellation, and Enrollment Capacity MOA and the Enrollment Capacity Implementation Process Agreement as follows:~~
- ~~1. For courses where there is no difference in the number of sections and credits reduced (per the Implementation Process Agreement and associated spreadsheet) when three additional students are added instead of four, the number of additional students per section shall be reduced by one (e.g. from 4 to 3 additional students):~~
 - ~~2. Starting Summer 2015, for sections with an assignable class size of 24 or fewer, the number of additional students per section shall be reduced by one (e.g. from 4 to 3 additional students); except as provided in 2A, below:~~
 - ~~A. With the exception of Writing 115 sections (which will be reduced from 4 to 3 additional students), the number of students per section allowed to be enrolled above the assignable class size for the selected writing classes in the Language, Literature, and Communication Division, will be further reduced by an additional student (e.g. from 4 to 2 additional students):~~
 - ~~3. The number of students per section allowed to be enrolled above the assignable class size for the COMM 111 sections will be reduced by two students (i.e., from 4 to 2 additional students)~~
 - ~~4. The College and Association shall create a taskforce to develop a proposal on universally adopting the use of class wait lists:~~
 - ~~5. Article 2 of the Workload, Class Cancellation, and Enrollment Capacity MOA shall be amended as outlined below:~~
 - ~~6. The Faculty Professional Development FY15 carryover shall be reduced by \$160,000.~~
 - ~~7. The College and Association shall collaborate on how we plan to communicate to faculty regarding this Agreement.~~
 - ~~8. The number of additional students allowed by the Enrollment Capacity Implementation Process Agreement shall be set at these numbers as revised above.~~
 - ~~9. Going forward, per the Enrollment Capacity Implementation Process, the College and the Association will review this process annually during winter term.~~

MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY

...

~~2. Class Cancellation:~~ Within the timeframe of 4 weeks to 15 calendar days prior to the first day of a term, a class will not be canceled if it is 40% enrolled of an assignable class size.

Within the timeframe of two weeks before the beginning of a term and the first day of the term a class will not be canceled if it is at least 70% enrolled of an assignable class size.

...

- ~~B. This Memorandum shall become effective upon execution by the parties.~~

Memorandum of Understanding (MOU): Assignment Rights

~~This MOU is intended to integrate the Main Agreement and MOAs governing contracted and part-time faculty assignment rights and is intended for heuristic purposes only. It does not alter any of these agreements, which retain their full authority; nor does it attempt to fully capture all elements of such agreements; consult these agreements for a full understanding of their provisions. This MOU addresses all assignments, unless otherwise modified by the College and the Association.~~

A. Academic Year Assignments are made in the following order:

- ~~1. — Contracted faculty (including temporary and teaching-only) are assigned their courses.~~
- ~~2. — Part time faculty with seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights.~~
- ~~3. — Part time faculty without seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights.~~

B. Summer Term Assignments are made in the following order:

- ~~1. — Contracted faculty (including temporary and teaching-only) are assigned their regular course load, if any.~~
- ~~2. — Part time faculty with seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights (see above).~~
- ~~3. — Remaining courses may be assigned to part time faculty without seniority or contracted faculty.~~

~~MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY~~

- ~~1. **Workload:** The College and Association shall establish a Joint College Association Workload Taskforce charged with the following:~~

~~By March 31, 2015, the Joint Workload Taskforce shall survey all Division/Department/Program Managers and Faculty members in order to collect workloads for all college Divisions/ Departments/Programs. The survey instrument shall solicit all current workload parameters, including number of assignable credit hours, TLCs, preparations, and class sizes.~~

~~The Taskforce shall attempt to collaboratively resolve issues within the workload findings.~~

~~The results of the survey and workload findings will be placed in a Memorandum of Agreement.~~

~~Any disputed findings shall be processed as provided in Article 35.4.~~

- ~~2. **Class Cancellation:** Within the timeframe of 4 weeks to 15 calendar days prior to the first day of a term, a class will not be canceled if it is 40% enrolled of an assignable class size.~~

~~Within the timeframe of two weeks before the beginning of a term and the first day of the term a class will not be canceled if it is at least 70% enrolled of an assignable class size.~~

- ~~3. **Enrollment Capacity:** Beginning Summer 2014, enrollment capacity will be increased by up to four (4) students in selected courses resulting in reduction of a minimum of 1550 credits over the course of one year.~~

~~The College and the Association will collaborate and agree on the process for determining enrollment capacity enhancement as outlined above. The College and Association agree to review the process for operationalizing enrollment capacity annually.~~

Enrollment Capacity Implementation Process

~~The following constitutes the College–Association agreed upon process for implementing Article 3 of the MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY (see below) for the 2014–2015 year:~~

- ~~1.——The attached class enrollment capacities spreadsheet for FY15 identifies current class sizes and sizes enhanced in recognition of anticipated attrition.~~
- ~~2.——Enhanced class sizes will be set at these numbers during each term schedule build for FY15, excluding summer 2014. All enhanced sections will be z-coded by the College by 8 a.m. of the Friday of the first week of each term.~~
- ~~3.——The College and the Association will jointly review course enrollments on Monday of Week 5 in each Academic term (F14, W15, P15). This information will be used for annual review; the College and Association may agree to revise this plan on a term by term basis during the FY15 year that results in the same total savings.~~
- ~~4.——The College and the Association will review this operationalizing process during the fifth week of winter term for implementation for the next fiscal year and annually thereafter.~~

ITEM 2

AVIATION PROFESSIONAL PILOT

Contents:

Article 1

Article 10

Article 26

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 **Aviation Professional Pilot 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 **College 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 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 ~~certified-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 ~~their~~ **their** 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 ~~their~~ ~~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 ~~their~~ ~~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.
 - 10.7.3.1 Disciplines shall not be eliminated through attrition of part-time or contracted faculty positions.
- 10.7.4 **Faculty FTE.** Probationary and permanent contracted faculty FTE shall comprise no less than 60% of total faculty FTE or no less than 210 positions, whichever is lower, each academic year as measured Winter term for the subsequent academic year except as follows.
 - 10.7.4.1 For the 2020-21 year only, probationary and permanent contracted faculty FTE shall comprise no less than 60% of total

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faculty FTE as measured in Winter 2020 or no less than 206 positions, whichever is lower.

- 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

10.8.9 **Aviation Academy**

- (1) ***Aviation Maintenance Technology***
- (2) ***Aviation Professional Pilot***
- (3) ***Aviation Unmanned Aircraft Systems***

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 ***certified*** ~~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

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.

Examples for Heuristic Purposes: The intent of the examples in

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10.9.1.1 and 10.9.1.2 is to clarify the existing language by use of examples; it does not expand, nor does it abrogate rights provided by existing contract language.

10.9.1.1 If a contracted faculty member in the Division A RIF Unit is retrenched, but **they are** ~~s/he is~~ certified to teach in courses in Division B (below the double line in the Division B RIF Unit), **they** ~~s/he~~ shall have a right to a vacant position in the Division B provided there are existing courses available for assignment, for which the faculty member is certified and which would otherwise be taught by part-time faculty members or a contracted faculty member if the position were posted for a new hire. That is, the contracted faculty member shall have bumping rights to part-time faculty assignments (Division B).

10.9.1.2 If a faculty member is certified to teach courses within **their** ~~his/her~~ RIF unit (above the line) but outside of **their** ~~his/her~~ regular assignment, in the event of retrenchment, **they** ~~s/he~~ retains bumping rights to contracted positions within the RIF unit for courses for which **they are** ~~s/he is~~ certified. For example, if a contracted faculty member with a regular assignment in Program A in Division C RIF Unit is retrenched, and **they are** ~~s/he is~~ certified for all courses in Program B in Division C RIF Unit, **they have** ~~s/he has~~ "bumping rights" and shall have a right to displace a contracted faculty member with less seniority in Program B, given that Program A and Program B are in the same RIF Unit.

- 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 **is certified to teach that course or activity** ~~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.

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10.9.5 An employee shall have thirty (30) working days from the date ~~they 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 **certification 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 layoff order, employees with greater seniority will be retained over less senior employees provided that they **are certified** ~~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 **has certifications on record** ~~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

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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. 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.

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

10.14.2 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

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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 **was certified** ~~meets the minimum qualifications~~ to perform the assignment(s) to which **they are** ~~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 **certification** ~~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 26 - SALARY

26.1 General

26.1.1 The 2017 – 2018 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.

26.1.2.3 If for any reason, including by reason of ballot measure, legislative action, or by order of any court of competent jurisdiction, the **College Employer** or employees are prohibited from submitting any portion of the 6% employee contribution to the individual employee account in the Individual Account Program (IAP)(ORS 238A.300 – 238A.415) or any portion of that 6% employee contribution is diverted from the individual employee account to some other account or for some other use, then on the first payroll period following the effective date of the change, pursuant to ORS 238A.340, the **College Employer** agrees to adjust all faculty salary schedules by 0.75% effective July 1 of the year in which the diversion of funds from the from the IAP occurs.

26.2 Contracted Faculty

General

- 26.2.1 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 ~~their~~ ~~his/her~~ employment.
- 26.2.2 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 **Personnel Action Form PAF** must be submitted to Human Resources in advance of any such work occurring.
- 26.2.3 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.

- 26.2.4 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 **an assigned administrator** ~~the department/division chairperson~~ and in accordance with this Agreement and properly executed Memoranda of Agreements. Compensation may be in the form of **reassignment** ~~release~~ time from other regularly assigned employee functions. The Association will be timely provided copies of all extra responsibility agreements.

****Economic article language to be finalized upon agreement to economic and non-economic terms****

Salary Increases

[REDACTED]

- 26.2.5.1 Faculty members returning from professional leaves approved by the College Vice President and Association President shall receive salary step increases that they would have earned had they not been on leave. Such leaves shall include leaves to serve as a temporary **administrator** ~~department chair/manager~~, unpaid professional development leaves, leaves to run for/serve in political office, and other academic and professional leaves.

- 26.2.6 Step increases after the expiration of this Agreement shall be granted.

[REDACTED]

[REDACTED]

Cost of Living Adjustments

[REDACTED]

**Economic article language to be
finalized upon agreement to
economic and non-economic terms**

[REDACTED]

[REDACTED]

[REDACTED]

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 ~~their~~ ~~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 and work beyond 1.00 FTE, they shall receive eighty-five percent (85%) of the appropriate contracted faculty salary.
- 26.3.5 **Nurse Practitioner Work Year:** Nurse ***Practitioner*** ~~Practitioners~~ in the Student/Staff Health Clinic may voluntarily choose to work beyond the normal work year as defined in Article 9, if the College identifies such a need. Those working beyond the normal work year shall be compensated for such additional working days at their individual per diem rate.

26.4 Part-time Faculty

General

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

26.4.1.1 $\text{Monthly pay} = \text{term FTE} \times \text{monthly pay cycle gross}$

$\text{Monthly pay cycle gross} = \frac{\text{per credit rate} \times 15 \text{ credits per term}}{3 \text{ months per term}}$

$\text{Term FTE} = \frac{\text{credits assigned}}{\text{full-time department credit workload}}$

- 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.~~

Step Increases

26.4.3 Step advancements shall be made under the criterion of one (1) step advancement per accumulation of twenty-one (21) credit hours or the equivalent at LCC.

Economic article language to be finalized upon agreement to economic and non-economic terms

Cost of Living Adjustments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Economic article language to be finalized upon agreement to economic and non-economic terms

See the Part-time Faculty Salary Schedules below.

26.5 Flight Instructors, Part-time

26.5.1 Definitions:

“Flight Slot” - One (1) flight slot typically consists of a two (2) hour schedule block. It is recognized that instruction time for a flight slot may be lower than the scheduled block time. For purposes of ground instruction a flight slot may be reduced to a one (1) hour block. Only one (1) reduced ground hour block may be used per student, per day to satisfy a flight slot.

“Regularly Scheduled Student” – One (1) flight student provided a minimum of three (3) scheduled flight slots per week. Students that are not regularly scheduled will

count as one third (1/3) of a regularly scheduled student for each twelve (12) flight slots performed within a term.

“Seniority” – Part-time flight instructor seniority is defined as the employee’s total continuous service commencing on their first actual workday of continuous employment in the bargaining unit.

26.5.2 Placement

26.5.2.1 Placement Requirements for Flight Instruction: Level 1

- A. Commercial Pilot Certificate – Airplane Single Engine Land (ASEL)**
- B. Flight Instructor Certificate (CFI) – Airplane Single Engine Land (ASEL)**
- C. Valid Federal Aviation Administration (FAA) Medical Certificate**

26.5.2.2 Placement Requirements for Flight Instruction: Level 2

All qualifications for Level 1 (Article 26.5.2.1) PLUS:

- A. Must hold an FAA Goal Seal Instructor Certificate**
- B. Must hold a Certified Flight Instructor – Instrument Certificate (CFII)**
- C. Must hold a Multi-engine Flight Instructor Certificate (MEI)**

~~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~~

**~~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.~~

~~B. Rotorcraft Helicopter~~

~~1. Must have recommended at least twelve (12) students for and passed a 14 CFR Part 61 checkride.~~

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. ~~2~~, or Article 30 of this Agreement.

When an employee is advanced on the salary schedule to the next higher level, **they** ~~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 ***If placed in Level 1, CFI increases pay 1 step*** ~~Other FAA certificates: Airframe Certificate and Powerplant Certificate; or Airline Transport Certificate (ATP); or MEI Certificate (Multi-Engine Instructor)~~ increases pay 1 step.

26.5.3.3.3 ***If placed in Level 1, MEI increases pay 1 step.***

26.5.3.4 ***Instructors that maintain a minimum of six (6) regularly scheduled students per term for four (4) consecutive terms will receive 1 step increase.*** ~~Step advancement for flight instruction salary schedules shall occur following each 500 hours of instruction time, including flight, simulator and ground instruction, 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 ***Instructors that accomplish an FAA certification listed in 26.5.3.3.2 or 26.5.3.3.3 will receive 1 step increase***

~~per certificate. Applicants for initial level/step placement or level advancement must provide verifiable documentation.~~

26.5.3.6 Step advancement for classroom instruction shall be earned in accordance with Article 26.4.2.

26.5.3.7 Hours used for initial step placement cannot be used for step advancement.

26.5.3.8 Step advancement will occur at the beginning of the term following completion of the requirements for that advancement.

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

26.5.3.10 No instructor hired prior to this contract will be reduced in Level or Step.

26.5.4 Wage Schedule. ~~A new flight instructor salary schedule shall be established and implemented as agreed to between the Association and the College (enclosed). For 2016-2017, the new flight instructor salary schedule shall be increased by 1.5% effective July 1, 2016. For 2017-2018, the flight instructor salary schedule shall be increased by 1.0% effective July 1, 2017. Wages for part-time flight instructors shall be adjusted by the same cost of living adjustments and salary schedule adjustments that apply to part-time faculty (see Articles 26.2.7 and 26.4.4). For the 2016-2017 and 2017-2018 years respectively, all part-time flight tech instructors who worked during the year and were at the top step on June 30, 2016 and/or June 30, 2017 shall receive a "top step stipend" of \$500 and/or \$600 respectively.~~

26.5.4.1 A new flight instructor salary schedule shall be established and implemented as agreed to between the Association and the College during standard bargaining. ~~New Salary Schedule Placement. Part-time flight instructors shall be placed on the new salary schedule outlined in 26.5.4 at the next highest pay level prior to COLA adjustment and any step advancements.~~

26.5.4.2 All-part-time flight instructors who worked during the year, maintained a minimum of six (6) regularly scheduled students, and were at the top step on June

30 each year shall receive a “top step stipend” of \$500 for Level 1 or \$600 for Level 2. Dual Flight/Simulator/Ground instruction: 1.00 hour at the (Level and Step) for each hour of instruction.

26.5.4.3 New Salary Schedule Placement. Part-time flight instructors shall be placed on a new salary schedule at the next highest pay level prior to COLA adjustments and any step advancement. Solo dispatch: 0.35 hour at the flight rate (Level and Step) for each flight hour of the solo dispatched.

26.5.4.4 Flight Instruction: Dual flight, dual simulator, and ground instruction are considered flight instruction. Flight instruction is recorded in units of 1/10th (0.1) of an hour and compensated under the appropriate part-time flight instructor Level and Step. Classroom instruction shall be based on the part time salary schedule of Article 26.

26.5.4.5 Classroom instruction shall be based on the part-time salary schedule in Article 26B. 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)

26.5.4.6 The length of time spent on instruction is recorded in units of 1/10 (0.1) of an hour.

26.5.4.67 Cancellations: For each scheduled flight lesson that is canceled 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 two hours of pay at the instructor's

regular level and step rate. ***Instructors are required to report and charge the student for the cancellation.***

26.5.4.78 All dual flights will log a minimum of 0.2 hours pre/post and instructors will be paid instruction rate for all pre/post hours. One hour at the curriculum development rate shall be paid each term for grade report preparation.

26.5.4.9 Assistant Chief

26.5.4.9.1 When a Part-Time instructor is Assistant Chief on Duty they are considered on-call and are not required to be onsite.

26.5.4.9.2 Part-Time instructors acting as Assistant Chief on Duty will receive a minimum of 0.2 hours pay for initial weather check.

26.5.4.9.3 Part-Time instructors acting as Assistant Chief on Duty will be paid for actual work performed including, but not limited to checking weather, phone calls or messages, emails, and tracking students in 1/10th (0.1) of an hour intervals.

26.5.4.10 Non-classroom instruction is not eligible for grade reporting

26.5.4.11 Assigned duties other than instruction will be paid at Step 1 Level 1 pay rate.

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 **Part-time Status.** 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 maintaining a minimum of six (6) regularly scheduled students per term for two (2) consecutive terms. Insurance benefits will take effect at the beginning of the third term.* ~~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 **Sick Leave.** *Sick leave is paid out at two (2) hours per regularly scheduled student. Sick time may not be used if a lesson would have been canceled due to weather, maintenance, or other known flight restrictions.* ~~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 *two (2) 4-0 hours per regularly scheduled student for each day missed due to the emergency leave.* ~~of flight time for each student who was on the schedule for each day missed due to this leave.~~

26.5.10 **Holidays.** If a holiday listed in Article 9. falls on a work day for any flight instructor, the instructor **may choose one of the following options:** ~~shall receive two (2.0) hours flight instruction pay for each student normally scheduled for that day.~~

- A. The instructor shall receive two (2) hours flight instruction pay for each student normally scheduled for that day, OR**
- B. The instructor may work that day for two times (2X) their regular flight pay.**

26.5.11 Weather Closure. *If the College closes due to weather on a work day for any flight instructor, the instructor shall receive two (2.0) hours flight instruction pay for each normally scheduled student that day missed due to closure.*

26.5.12 Simulator. *Depending on its availability and student needs, the simulator will be available for use by instructors at no charge to the instructor. Student needs and schedules shall always be given priority.*

26.5.13 Allocation of students and classes

26.5.13.1 *Instructors must be available to meet schedule expectations and hours of student instruction to be considered for a student load.*

26.5.13.2 *Once assigned, flight students remain with that instructor for the duration of their training and are not reallocated each term unless deemed necessary by the assigned administrator.*

26.5.13.3 *Flight students, following the definition of Regularly Scheduled Students, and classes are allocated to flight instructors in the following order:*

- 1. Full-time, contracted, faculty receive classroom loads until their load requirements are met.**
- 2. Part-time flight instructors are allocated up to six (6) Regularly Scheduled Students each based on seniority and demonstrated availability to meet training schedule.**
- 3. Once all part-time flight instructors are offered six (6) Regularly Scheduled Students each additional Regularly Scheduled Student is offered to part-time flight instructors and distributed evenly, one at a time, based on seniority.**
- 4. After all flight students have been allocated, classroom assignments are offered to part-time flight instructors based on certification and Article 34.5.3.**

26.6 Head Coaches, Part-time

26.6.1 **Status.** Except when filling budgeted contracted positions, head coaches shall be considered “part-time” regardless of hours worked.

26.6.2 **Head Coach Annual FTE.** Annual FTE for part-time head coaches shall be calculated by using the following formula: $\text{Annual FTE} = (0.6 \times \text{official NWAC playing season weeks})/33 + (0.15 \times 11)/33$. Annual FTE shall be adjusted by a load credit multiplier of 1.1 for traveling team roster sizes routinely in excess of 40.

26.6.2.1 **Playing Season.** Weeks of official playing season for each sport determined by NWAC official calendar. Weeks are defined as Sunday through Saturday. Weeks are counted as a full week if one day of playing season falls within the week.

26.6.2.2 The formula in 26.6.2 shall be used to determine the annual FTE for head coaches of any new sports.

26.6.2.3 For example, the FTE based on this formula shall be the following for the 2019-2020 year:

Volleyball: 0.377

Soccer: 0.359

Cross Country: 0.359

Basketball: 0.577

Baseball: 0.577

Track: 0.435

26.6.3 **Head Coach Stipend.** Head coach annual stipends will be calculated based on the head coach part-time FTE calculation from 26.6.2 and the contract days established in Article 9.1.

26.6.3.1 **Head Coach Stipend Formula.** The stipend for part-time head coaches shall be calculated effective July 1, 2019 by using the following formula: $\text{Annual Stipend} = \text{Head Coach Annual FTE} \times \text{Contract Days} \times 240$.

26.6.3.2 **Head Coach Stipend Adjustments.** The stipends shall be adjusted by the COLA applied to the part-time faculty salary schedule July 1 each year.

26.7 **MUP Instruction.** Individual music lesson instruction shall be paid at \$50 per instructional hour ~~effective upon commensurate increase to student fee.~~

26.8 **Salary Schedules.** 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.

ITEM 3

CONTRACT CONSISTENCY

Contents:

Article 1	Article 36
Article 2	Article 37
Article 9	Article 38
Article 10	Article 40
Article 11	Article 41
Article 13	Article XX (New article proposal)
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Article 16	MOA: Academic Program Review
Article 18	MOA: Step Correction
Article 19	MOA: Unpaid Sabbatical Leave Option
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Article 34	

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 **Aviation Professional Pilot 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 **College 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, 2019 or the date of ratification by the employees and the **College employer**, whichever is later, and shall continue in effect through June 30, 2024.
- 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 **Re-Opener.** Beginning no later than January 1, 2022, the College and Association shall commence negotiations on economic issues for the two-year period beginning July 1, 2022. The College and the Association mutually agree that each party may bring no more than three non-economic issues forward for each economic re-opener.
- 2.5 **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 **Scope of Agreement**
- 2.5.1 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 cannot 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.
- 2.5.2 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.

ARTICLE 9 - CALENDAR

9.1 **Work Year.** Employees contracted to work a three (3) term year shall work one hundred seventy one days as scheduled by the College. The 171 days include 165 instructional days, and six (6) non-instructional days. (The contracted faculty salary schedule shall be increased commensurate with the number of increased work 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.** Six non-instructional days may be scheduled by the College for contracted faculty prior to the beginning of classes each fall term. Four 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~~ **the assigned administrator**. In addition to these five 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 thirty two (32) 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 twenty four (24) 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. The primary purpose of these hours is for in-service attendance. Part-time faculty members not utilizing all twenty four (24) hours during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings prior to the end of the next

Spring term. Faculty members shall report such activities via their electronic time sheet.

- 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. The primary purpose of these hours is for in-service attendance. Part-time faculty members not utilizing all eight (8) hours during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings any time during the current academic year. Faculty members shall report such activities via their electronic time sheet.
- 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 **their** ~~his or her~~ Lane Community College assignment.

- 9.3 **Fall In-service.** Fall in-service shall be held on the Tuesday, Wednesday, Thursday, and Friday immediately prior to the first week of classes in fall term. Tuesday morning shall be scheduled for professional development activities, mutually planned, agreed to, and implemented, by a committee including no less than three faculty members, including the Faculty Professional Development Coordinator and selected by the Faculty Professional Development Oversight Committee. Wednesday morning may be scheduled by departments/divisions for faculty meetings; Tuesday afternoon may be scheduled for faculty sabbatical reports. Thursday morning may be scheduled by the College for the President to meet with the faculty. Thursday afternoon may be scheduled by the Association for an All Faculty Meeting; no other faculty events may be scheduled during the All Faculty meeting. Wednesday afternoon and Friday shall be class prep days; no other required activities may be scheduled for faculty members on class prep days.

- 9.4 **Faculty Connections.** Faculty Connections is a faculty-organized orientation of new faculty members. Faculty Connections shall be held the Monday immediately prior to Fall in-service or as determined by the Faculty Connections Steering Committee.
- 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 ~~they are not~~ ~~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 ~~certified~~**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 ~~their~~ **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 **their** ~~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 **their** ~~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.
 - 10.7.3.1 Disciplines shall not be eliminated through attrition of part-time or contracted faculty positions.
- 10.7.4 **Faculty FTE.** Probationary and permanent contracted faculty FTE shall comprise no less than 60% of total faculty FTE or no less than 210 positions, whichever is lower, each academic year as measured Winter term for the subsequent academic year except as follows.
 - 10.7.4.1 For the 2020-21 year only, probationary and permanent contracted faculty FTE shall comprise no less than 60% of total

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faculty FTE as measured in Winter 2020 or no less than 206 positions, whichever is lower.

- 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

10.8.9 **Aviation Academy**

- (1) ***Aviation Maintenance Technology***
- (2) ***Aviation Professional Pilot***
- (3) ***Aviation Unmanned Aircraft Systems***

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 ***certified*** ~~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

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.

Examples for Heuristic Purposes: The intent of the examples in

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10.9.1.1 and 10.9.1.2 is to clarify the existing language by use of examples; it does not expand, nor does it abrogate rights provided by existing contract language.

10.9.1.1 If a contracted faculty member in the Division A RIF Unit is retrenched, but **they are** ~~s/he is~~ certified to teach in courses in Division B (below the double line in the Division B RIF Unit), **they** ~~s/he~~ shall have a right to a vacant position in the Division B provided there are existing courses available for assignment, for which the faculty member is certified and which would otherwise be taught by part-time faculty members or a contracted faculty member if the position were posted for a new hire. That is, the contracted faculty member shall have bumping rights to part-time faculty assignments (Division B).

10.9.1.2 If a faculty member is certified to teach courses within **their** ~~his/her~~ RIF unit (above the line) but outside of **their** ~~his/her~~ regular assignment, in the event of retrenchment, **they** ~~s/he~~ retains bumping rights to contracted positions within the RIF unit for courses for which **they are** ~~s/he is~~ certified. For example, if a contracted faculty member with a regular assignment in Program A in Division C RIF Unit is retrenched, and **they are** ~~s/he is~~ certified for all courses in Program B in Division C RIF Unit, **they have** ~~s/he has~~ "bumping rights" and shall have a right to displace a contracted faculty member with less seniority in Program B, given that Program A and Program B are in the same RIF Unit.

- 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 **is certified to teach that course or activity** ~~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.

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10.9.5 An employee shall have thirty (30) working days from the date ~~they 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 **certification 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 layoff order, employees with greater seniority will be retained over less senior employees provided that they **are certified** ~~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 **has certifications on record** ~~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

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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. 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.

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

10.14.2 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

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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 **was certified** ~~meets the minimum qualifications~~ to perform the assignment(s) to which **they are** ~~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 **certification** ~~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 six (6) weeks of the commencement of each fall, winter, spring, and summer term, the College shall e-mail the Association an Excel-compatible list of all active members of the bargaining unit that includes their name, department, division, mailing address, birth month/year, date entering bargaining unit, position number, work email address, available personal email address, work phone number, office location, available home and cell phone numbers, PERS tier/OPSRP status, whether the assignment is permanent or temporary, employee identification number, 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.

11.1.1 **New Hire Roster.** Within ten (10) days of hire, the College shall email the Association an Excel-compatible list of new bargaining unit members that includes their name, department, division, mailing address, birth month/year, date entering bargaining unit, position number, work email address, available personal email address, work phone number, office location, available home and cell phone numbers, PERS tier/OPSRP status, whether the assignment is permanent or temporary, employee identification number, 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.

11.1.2 **New Hire Orientation.** The College shall provide the Association the right to meet with new employees for one (1) hour compensated time for both part-time and contracted faculty members within thirty calendar days from date of hire during new employee orientation or at individual or group meetings at times scheduled by the Association.

- 11.2 **Office Space.** An office on campus shall 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 ~~their~~ 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 thirty-four percent (34%) each 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.

11.5 **Release Time for Other Association Work Provided by Association.** 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 ~~their~~ 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 except as outlined in 11.5.2.1 or unless the Association and College agree to an exception.

11.5.2.1 Annualized **0.5 FTE Roundup.** The purpose of the **0.5 FTE** roundup is to allow Association release in 11.4 and 11.5 at a full **0.5 FTE** for each academic year (fall, winter, and spring terms). Therefore, if the **0.5 FTE** limit, when combined with the normal workload assignments in a department, results in an assignment of less than **0.5 FTE** for an individual faculty member, the faculty member may receive release for one additional course an additional course or courses up to an annual maximum of **0.667 FTE**.

- 11.5.3 In consideration of this leave, the Association will reimburse the College according to the following formula: The replacement cost,

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or if the replacement involves faculty at the contracted rate, replacement of that portion of the replacement at the Step 7 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 ~~11.5.3~~ ~~11.4.3~~.
- 11.7.1 Association Overloads. Faculty overloads resulting from Association appointments that provide release time but which is not taken by the faculty member will, provided Association approval consistent with Articles 11.4, 11.5, 11.6, and 11.7, be compensated as overloads under the provisions of Articles 26.2.3, 26.3.3, and 32.4. The Association will reimburse the college the direct costs of the overloads, including salary and direct OPE.
- 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,

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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 or operated facilities through normal scheduling procedures free of charge. 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 ***their*** ~~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 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, program, subunit, 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.
 - 13.2.8 To support each individual's growth and development as it pertains to diversity and social justice education.
 - 13.2.9 To support contracted faculty members' long-term curriculum planning work.
- 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 ***an assigned administrator*** ~~her/his manager~~ shall participate in a Developmental Evaluation as outlined in Article 13.4 at least every fifth (5th) 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. At a minimum, developmental evaluations for contracted faculty shall include a faculty self-assessment, an instructional observation for instructional faculty, and an evaluation summary. Multiple indices for part-time faculty shall minimally include management observations 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 ***an assigned administrator*** ~~the appropriate manager(s)~~. Probationary employees will participate in a Developmental Evaluation with ***an assigned administrator*** ~~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 ***an assigned administrator*** ~~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 ***An assigned administrator*** ~~The department manager or~~ the faculty member may initiate the developmental evaluation. The Developmental Evaluation shall be carried out by an evaluation team composed of the employee being evaluated, ***an assigned administrator*** ~~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 ***assigned administrator*** ~~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

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are to be collected and analyzed. The **assigned administrator** ~~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 **assigned administrator** ~~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 **assigned administrator** ~~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

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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 their first term, the term before they earn part-time seniority, and every fifth year after that.

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 **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.

13.9 **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

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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. The College and Association will review and update the evaluation handbook by April 1, 2020.

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 **they** ~~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 **their** ~~his/her~~ signature that **they have** ~~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 **their** ~~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 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. 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. "Emergency situations" are defined as, and limited to, physical threats to people, property, or situations that present a substantial legal or financial risk to the College. 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 ***their*** ~~his or her~~ nation, state and community; and when ***they*** ~~he or she~~ speaks, writes or acts as such shall be free from institutional censorship.

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 **reassignment** 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 **assigned administrator** ~~division/department manager~~ shall recommend the specific apportionment for approval by the ~~Office of Instruction and Student Services and the~~ College President **or designee**. If the employee is not satisfied with the recommendation, **they** ~~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 the reimbursement of expenses, honoraria, and unsolicited awards for professional achievement. The use of College equipment for professional development is recognized as an employee benefit. In order to utilize this benefit, faculty members seeking to use College equipment for professional development that may result in substantial personal financial

benefit or the avoidance of substantial personal financial loss (example: in excess of \$50.00 per calendar year) must have written permission from the ***assigned administrator***~~Department Manager~~ in advance.

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 **their** ~~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 **they** ~~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.

19.8 **Differential Tuition.** All faculty members and qualifying family members incurring charges for differential tuition (also known as "differential fees"

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and "differential pricing") shall receive a 25% reduction in differential tuition charges (in addition to the regular tuition waiver) to be paid by the College. In addition, all faculty members shall receive a 25% reimbursement for differential tuition charges to be paid by the Faculty Professional Development Fund.

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 **their** ~~his/her~~ absence. Requests for such leave must be submitted to the **assigned administrator** ~~department/division chair~~ in writing and must include a detailed explanation of the reasons for such absence. Requests must be submitted to the **assigned administrator** ~~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 **assigned administrator** ~~department/division chair~~ shall be timely and in writing. The employee may appeal the decision to the appropriate vice president **or designee**, 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 **themselves** ~~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 **they** ~~he/she~~ had obtained prior to **their** ~~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. 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 ~~their~~ ~~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 ~~their~~ ~~his/her~~ return, ~~they~~ ~~he/she~~ shall be placed at the same position on the salary schedule as ~~they were~~ ~~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. Note the definition of “immediate family” in Article 21.2.2. Faculty may use accrued sick leave consistent with the Oregon Family Medical Leave Act (OFLA) consistent with COPPS Procedure: Leaves With and Without Pay.
- 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 twelve (12) days per academic year or 1.2 days 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 Consistent with PERS rule, one (1) of the 1.2 sick days that faculty receive per month count toward PERS sick leave accruals. Upon separation of employment, the employee's PERS eligible sick leave balance will be reported to PERS for the purpose of determining final average salary upon retirement. The value and inclusion of unused sick leave into final average salary is determined by PERS rules and legislation.
- 21.1.5 Each member shall be provided an accounting of **their** ~~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, sister-in-law, brother-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 ***their*** ~~his/her~~ absence to the College and following ***their*** ~~his/her~~ return to duty, ***they*** ~~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.** Contracted faculty shall be granted up to three (3) days, to be used in one-half day increments based upon FTE, personal leave with pay to be used subject to the conditions outlined below in 21.3.1 – 21.3.3.

Part-time faculty who are actively assigned to teach starting in Fall term shall be granted one (1) day (8 hours), to be used in one-half day increments, personal leave with pay. Part-time faculty who do not start teaching until Winter or Spring terms in a given year shall be granted one-half (1/2) day (4 hours) personal leave with pay, to be used in one-half day increments. Personal leave with pay is to be used subject to the conditions outlined below in 21.3.1 – 21.3.3.

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.

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 ***they are*** ~~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 **General** 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 2.5%.

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 **their** ~~his/her~~ regular faculty position. Funding of this position at **0.33** and up to **0.5** 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

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the College for additional funds.

- 23.8.9 **Charges.** For long-term leaves, the **General Faculty Professional Development Fund** 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 Faculty 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 **General Faculty Professional Development Fund** 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 layoff 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

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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 **General** Faculty Professional Development Fund may be utilized to provide funding for such activities.
- 23.14 **Curriculum Development Rate**
 - 23.14.1 The curriculum development hourly rate shall be \$30.00 and shall not be awarded for regular, routine course updates to contracted faculty but may be for part-time faculty.
 - 23.14.2 The curriculum development rate may only be used for curriculum development and special curriculum-related project

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work. The curriculum development rate may not be used for any activities that constitute regular faculty instructional and non-instructional work. Regular faculty work includes but is not limited to backfill for contracted faculty members, instruction, counseling, office hours, or non-curriculum development meetings. All faculty members must be paid at the appropriate rate from the part-time or contracted salary schedules for such work. Curriculum development is voluntary work.

- 23.14.3 Examples of special curriculum-related project work include: learning community development, new course development or course revision for inclusion in Honor's Program, new course development as required by articulation agreements, developmental education redesign, and Degree Qualifications Profile curricular work. Examples of work that are not considered special curriculum-related project work include regular faculty work including backfill for contracted faculty members, teaching workshops, serving on a committee (e.g. Sustainability committee), program coordination (e.g. Learning Communities or Honor's Program), and collaboration in the development of articulation agreements.

23.15 Administration Support. The Association and College agree that:

- 23.15.1 The College shall provide the costs of the provision of administrative support to the Faculty Professional Development program. 0.5 shall be the FTE level of administrative support provided the ***Faculty Professional Development*** FPD program.

23.16 Diversity/Social Justice Education Professional Development

- 23.16.1 On-going professional development with a focus on diversity education, cultural competence, and social justice is a shared goal of the Association and the College.
- 23.16.2 Faculty members shall choose specific professional development activities pertaining to diversity education and social justice.
- 23.16.3 The ***Faculty Professional Development*** FPD Oversight Committee, college diversity education committee(s), Faculty Council, and/or other committees under the governance system, shall develop and schedule opportunities for professional development focused on diversity education.

- 23.16.4 In addition to on-campus activities, faculty may seek funding for off-campus professional development opportunities funded by the Short-Term Leave fund.
- 23.16.5 In order to fulfill 13.2.8, current faculty members shall participate in at least ten twelve (12) total hours of professional development focused on diversity / cultural competence / social justice by June 30, 2022. New faculty members shall participate in at least twelve (12) total hours within three years of hire.

23.16.5.1 Faculty members may complete such responsibilities by choosing from relevant: events sponsored by the department, CCPD, **Faculty Professional Development FPD**, Diversity Council, Faculty Council, the Faculty Association, OEA, NEA, Equity Lens, and/or other college organizations; Faculty Professional Development activities (e.g. Faculty Inquiry Groups, Academic Colloquia, roundtables); conferences, workshops, or lectures; independent research or sabbatical projects; undergraduate or graduate level coursework; presentations at workshops, conferences, or colloquia; article or book writing or publication; textbook review; volunteer experience with relevant community groups (e.g. CISCAP, NAACP); completion of curriculum development projects; writing of grant proposal; and/or participation in social justice activism.

23.16.5.2 Faculty members shall document professional development outlined in 13.8.2.1.1 in the developmental evaluation process.

23.16.5.3 For the purpose of 13.2.8, relevant topics include, but are not limited to: race, ethnicity, culture, language; religion and spirituality; socio-economic background and social class; accessibility, age, ability, and mental health; veterans and military status; understanding social justice and/or the dynamics of power, privilege, and oppression; gender spectrum, sexual orientation, sexism, and heterosexism; intersectionality; prison industrial complex and school-to-prison pipeline; implicit bias; and sexual assault.

23.17 Course Delivery and Access Professional Development

23.17.1 On-going professional development with a focus on diverse instructional delivery methods is a shared goal of the Association and the College.

23.17.1 It is expected that faculty will have direct training, professional development, or applicable experience in assigned instructional

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delivery methods. As such, faculty will have access to professional development opportunities that enable them to achieve proficiency with the college learning management system (LMS) and related digital tools, college course delivery standards, and pedagogical strategies to promote student success across a range of instructional delivery methods.

23.17.2 Within reason, and when appropriate, professional development offered by the college to advance or increase teaching proficiency will be paid at established rates.

23.17.2.1 Frequency. College funded professional development opportunities (excluding Faculty Professional Development funded opportunities) covered under Article 23.17 can be repeated in paid status once every five years.

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 **an assigned administrator** ~~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 **they have** ~~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 and the committing of egregious behavior.
- 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

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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. The College will also determine the degree and extent of any investigation warranted by the complaint based on its merit. Complaints will be terminated when a lack of merit is determined at any stage of the investigation.

25.9.1 Any materials utilized in the investigation of a complaint that is found to be without merit will be expunged from all College records, excepting those records that are required to document investigations.

25.9.2 The College shall not investigate complaints or other allegations that are untimely, unless the complaint or allegation, if true, would constitute violation of an Oregon statute; complaints or allegations about alleged behavior occurring more than one year prior to the notice to the faculty member shall be deemed untimely. The College shall not investigate complaints or other allegations regarding behavior previously known to the College in which the College did not initiate complaint investigations within the timeframe allowed in the complaint investigation section of this agreement.

25.9.3 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.

25.9.4 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,

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the employee shall have the option to have the investigation completed within the assigned work days in the following academic year.

- 25.9.5 In the investigation of allegations of employee violation of College policy, state law, or other governing standards, the College shall reference the controlling language within the College policy, state law, or other governing standard, and shall specifically identify how the alleged behavior would violate said standards.

25.9.5.1 The College shall adhere to its established policies and procedures in responding to complaints and concerns raised about employees.

- 25.9.6 The College shall send a final report to employees investigated by the College that provides the College's formal conclusions. Such reports shall clearly indicate whether the report constitutes "discipline" or not.

- 25.9 **Right to Representation.** The College will provide timely notification to an employee of ~~their~~^{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.

- 25.10 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.

- 25.11 **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.

- 25.12 **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~~

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~~at the LCC-DTC Bookstore.~~ Each term a list of eligible faculty will be provided to the ~~LCC-DTC Bookstore~~ and Human Resources office.

25.13 Classroom Safety

25.13.1 Faculty members have the right to remove students from their class for disruptive, threatening or otherwise inappropriate behavior for a class period.

***In addition to the right to remove a student for a class period and the right to permanent removal, faculty members may consult “Students of Concern” webpage for additional options:
<http://www.lanecc.edu/studentconduct>***

25.13.2 Faculty may request permanent removal of a disruptive or threatening student. Faculty members exercising this option shall submit a report on the incident(s) and reasons for the removal, and other pertinent information, and shall be kept apprised of all developments related to the matter. Students will be cited by **Academic and Student Affairs ASA** and will not be permitted to return to class until a hearing has been held and the process is completed.

25.13.3 Faculty members exercising this authority shall notify the Academic and Student Affairs office, within 24 hours of the removal using the official reporting system-~~(Maxient)~~. This report must be in made in writing and submitted to the **office of Student Affairs** the EDSA.

25.13.4 The Administration shall conduct an investigation (a.k.a. “hearing”). If the Administration and requesting instructor agree on the permanent removal of the student, based on the circumstances described in the incident report and the subsequent information revealed in the investigation, the student removed shall not be permitted to return to class.

25.13.5 If the Administration and instructor do not agree, the question will be turned over to the Classroom Conduct Review Committee. The committee will meet and make a determination within 3 working days.

25.13.6 The Classroom Conduct Review Committee shall be comprised of an equal number of administrators, Association appointed faculty members, and **Associated Students of Lane Community College ASLCC** appointed students and shall operate by majority vote. All members of the committee will undergo training approved by the College and Association.

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- 25.13.7 If a majority of the committee votes to return the student to class, the student is returned, and the faculty member shall be offered a reasonable instructional alternative; otherwise, the student is not returned to the class. If the student is returned to the class, the committee shall identify any conditions and recommend any other steps to assure classroom, student, and employee safety.
- 25.13.8 The student may Appeal the decision of the committee as defined in the student code of conduct. If as a result of the appeal the student is returned to class the faculty member will be offered a reasonable instructional alternative assignment.

~~25.13.9 This agreement automatically renews every July 1, unless either party notifies the other party by March 1, starting March 1, 2016. If such notice is provided, the parties shall bargain any revisions or non-renewal.~~

~~* In addition to the right to remove a student for a class period and the right to permanent removal, faculty members may consult "Students of Concern" webpage for additional options:~~

~~<http://www.lanccc.edu/studentconduct>~~

ARTICLE 26 - SALARY

26.1 General

26.1.1 The 2017 – 2018 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.

26.1.2.3 If for any reason, including by reason of ballot measure, legislative action, or by order of any court of competent jurisdiction, the **College Employer** or employees are prohibited from submitting any portion of the 6% employee contribution to the individual employee account in the Individual Account Program (IAP)(ORS 238A.300 – 238A.415) or any portion of that 6% employee contribution is diverted from the individual employee account to some other account or for some other use, then on the first payroll period following the effective date of the change, pursuant to ORS 238A.340, the **College Employer** agrees to adjust all faculty salary schedules by 0.75% effective July 1 of the year in which the diversion of funds from the from the IAP occurs.

26.2 Contracted Faculty

General

- 26.2.1 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 ~~their~~ ~~his/her~~ employment.
- 26.2.2 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 **Personnel Action Form PAF** must be submitted to Human Resources in advance of any such work occurring.
- 26.2.3 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.

- 26.2.4 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 **an assigned administrator** ~~the department/division chairperson~~ and in accordance with this Agreement and properly executed Memoranda of Agreements. Compensation may be in the form of **reassignment** ~~release~~ time from other regularly assigned employee functions. The Association will be timely provided copies of all extra responsibility agreements.

****Economic article language to be finalized upon agreement to economic and non-economic terms****

Salary Increases

[REDACTED]

- 26.2.5.1 Faculty members returning from professional leaves approved by the College Vice President and Association President shall receive salary step increases that they would have earned had they not been on leave. Such leaves shall include leaves to serve as a temporary **administrator** ~~department chair/manager~~, unpaid professional development leaves, leaves to run for/serve in political office, and other academic and professional leaves.

- 26.2.6 Step increases after the expiration of this Agreement shall be granted.

[REDACTED]

[REDACTED]

Cost of Living Adjustments

[REDACTED]

**Economic article language to be
finalized upon agreement to
economic and non-economic terms**

[REDACTED]

[REDACTED]

[REDACTED]

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 **their** ~~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 and work beyond 1.00 FTE, they shall receive eighty-five percent (85%) of the appropriate contracted faculty salary.
- 26.3.5 **Nurse Practitioner Work Year:** Nurse ***Practitioner*** ~~Practitioners~~ in the Student/Staff Health Clinic may voluntarily choose to work beyond the normal work year as defined in Article 9, if the College identifies such a need. Those working beyond the normal work year shall be compensated for such additional working days at their individual per diem rate.

26.4 Part-time Faculty

General

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

26.4.1.1 $\text{Monthly pay} = \text{term FTE} \times \text{monthly pay cycle gross}$

$\text{Monthly pay cycle gross} = \frac{\text{per credit rate} \times 15 \text{ credits per term}}{3 \text{ months per term}}$

$\text{Term FTE} = \frac{\text{credits assigned}}{\text{full-time department credit workload}}$

- 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.~~

Step Increases

26.4.3 Step advancements shall be made under the criterion of one (1) step advancement per accumulation of twenty-one (21) credit hours or the equivalent at LCC.

Economic article language to be finalized upon agreement to economic and non-economic terms

Cost of Living Adjustments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]

**Economic article language to be
finalized upon agreement to
economic and non-economic terms**

See the Part-time Faculty Salary Schedules below.

26.5 Flight Instructors, Part-time

26.5.1 Definitions:

“Flight Slot” - One (1) flight slot typically consists of a two (2) hour schedule block. It is recognized that instruction time for a flight slot may be lower than the scheduled block time. For purposes of ground instruction a flight slot may be reduced to a one (1) hour block. Only one (1) reduced ground hour block may be used per student, per day to satisfy a flight slot.

“Regularly Scheduled Student” – One (1) flight student provided a minimum of three (3) scheduled flight slots per week. Students that are not regularly scheduled will

count as one third (1/3) of a regularly scheduled student for each twelve (12) flight slots performed within a term.

“Seniority” – Part-time flight instructor seniority is defined as the employee’s total continuous service commencing on their first actual workday of continuous employment in the bargaining unit.

26.5.2 Placement

26.5.2.1 Placement Requirements for Flight Instruction: Level 1

- A. Commercial Pilot Certificate – Airplane Single Engine Land (ASEL)**
- B. Flight Instructor Certificate (CFI) – Airplane Single Engine Land (ASEL)**
- C. Valid Federal Aviation Administration (FAA) Medical Certificate**

26.5.2.2 Placement Requirements for Flight Instruction: Level 2

All qualifications for Level 1 (Article 26.5.2.1) PLUS:

- A. Must hold an FAA Goal Seal Instructor Certificate**
- B. Must hold a Certified Flight Instructor – Instrument Certificate (CFII)**
- C. Must hold a Multi-engine Flight Instructor Certificate (MEI)**

~~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~~

**~~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.~~

~~B. Rotorcraft Helicopter~~

~~1. Must have recommended at least twelve (12) students for and passed a 14 CFR Part 61 checkride.~~

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. ~~2~~, or Article 30 of this Agreement.

When an employee is advanced on the salary schedule to the next higher level, **they** ~~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 ***If placed in Level 1, CFII increases pay 1 step*** ~~Other FAA certificates: Airframe Certificate and Powerplant Certificate; or Airline Transport Certificate (ATP); or MEI Certificate (Multi-Engine Instructor)~~ increases pay 1 step.

26.5.3.3.3 ***If placed in Level 1, MEI increases pay 1 step.***

26.5.3.4 ***Instructors that maintain a minimum of six (6) regularly scheduled students per term for four (4) consecutive terms will receive 1 step increase.*** ~~Step advancement for flight instruction salary schedules shall occur following each 500 hours of instruction time, including flight, simulator and ground instruction, 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 ***Instructors that accomplish an FAA certification listed in 26.5.3.3.2 or 26.5.3.3.3 will receive 1 step increase***

~~per certificate. Applicants for initial level/step placement or level advancement must provide verifiable documentation.~~

26.5.3.6 Step advancement for classroom instruction shall be earned in accordance with Article 26.4.2.

26.5.3.7 Hours used for initial step placement cannot be used for step advancement.

26.5.3.8 Step advancement will occur at the beginning of the term following completion of the requirements for that advancement.

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

26.5.3.10 No instructor hired prior to this contract will be reduced in Level or Step.

26.5.4 Wage Schedule. ~~A new flight instructor salary schedule shall be established and implemented as agreed to between the Association and the College (enclosed). For 2016-2017, the new flight instructor salary schedule shall be increased by 1.5% effective July 1, 2016. For 2017-2018, the flight instructor salary schedule shall be increased by 1.0% effective July 1, 2017. Wages for part-time flight instructors shall be adjusted by the same cost of living adjustments and salary schedule adjustments that apply to part-time faculty (see Articles 26.2.7 and 26.4.4). For the 2016-2017 and 2017-2018 years respectively, all part-time flight tech instructors who worked during the year and were at the top step on June 30, 2016 and/or June 30, 2017 shall receive a "top step stipend" of \$500 and/or \$600 respectively.~~

26.5.4.1 A new flight instructor salary schedule shall be established and implemented as agreed to between the Association and the College during standard bargaining. ~~New Salary Schedule Placement. Part-time flight instructors shall be placed on the new salary schedule outlined in 26.5.4 at the next highest pay level prior to COLA adjustment and any step advancements.~~

26.5.4.2 All-part-time flight instructors who worked during the year, maintained a minimum of six (6) regularly scheduled students, and were at the top step on June

30 each year shall receive a “top step stipend” of \$500 for Level 1 or \$600 for Level 2. Dual Flight/Simulator/Ground instruction: 1.00 hour at the (Level and Step) for each hour of instruction.

26.5.4.3 New Salary Schedule Placement. Part-time flight instructors shall be placed on a new salary schedule at the next highest pay level prior to COLA adjustments and any step advancement. Solo dispatch: 0.35 hour at the flight rate (Level and Step) for each flight hour of the solo dispatched.

26.5.4.4 Flight Instruction: Dual flight, dual simulator, and ground instruction are considered flight instruction. Flight instruction is recorded in units of 1/10th (0.1) of an hour and compensated under the appropriate part-time flight instructor Level and Step. Classroom instruction shall be based on the part time salary schedule of Article 26.

26.5.4.5 Classroom instruction shall be based on the part-time salary schedule in Article 26B. 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)

~~26.5.4.6 The length of time spent on instruction is recorded in units of 1/10 (0.1) of an hour.~~

26.5.4.67 Cancellations: For each scheduled flight lesson that is canceled 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 two hours of pay at the instructor's

regular level and step rate. ***Instructors are required to report and charge the student for the cancellation.***

26.5.4.78 All dual flights will log a minimum of 0.2 hours pre/post and instructors will be paid instruction rate for all pre/post hours. One hour at the curriculum development rate shall be paid each term for grade report preparation.

26.5.4.9 Assistant Chief

26.5.4.9.1 When a Part-Time instructor is Assistant Chief on Duty they are considered on-call and are not required to be onsite.

26.5.4.9.2 Part-Time instructors acting as Assistant Chief on Duty will receive a minimum of 0.2 hours pay for initial weather check.

26.5.4.9.3 Part-Time instructors acting as Assistant Chief on Duty will be paid for actual work performed including, but not limited to checking weather, phone calls or messages, emails, and tracking students in 1/10th (0.1) of an hour intervals.

26.5.4.10 Non-classroom instruction is not eligible for grade reporting

26.5.4.11 Assigned duties other than instruction will be paid at Step 1 Level 1 pay rate.

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 **Part-time Status.** 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 maintaining a minimum of six (6) regularly scheduled students per term for two (2) consecutive terms. Insurance benefits will take effect at the beginning of the third term.* ~~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 **Sick Leave.** *Sick leave is paid out at two (2) hours per regularly scheduled student. Sick time may not be used if a lesson would have been canceled due to weather, maintenance, or other known flight restrictions.* ~~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 *two (2) 4-0 hours per regularly scheduled student for each day missed due to the emergency leave.* ~~of flight time for each student who was on the schedule for each day missed due to this leave.~~

26.5.10 **Holidays.** If a holiday listed in Article 9. falls on a work day for any flight instructor, the instructor ***may choose one of the following options:*** ~~shall receive two (2.0) hours flight instruction pay for each student normally scheduled for that day.~~

- A. The instructor shall receive two (2) hours flight instruction pay for each student normally scheduled for that day, OR***
- B. The instructor may work that day for two times (2X) their regular flight pay.***

26.5.11 Weather Closure. *If the College closes due to weather on a work day for any flight instructor, the instructor shall receive two (2.0) hours flight instruction pay for each normally scheduled student that day missed due to closure.*

26.5.12 Simulator. *Depending on its availability and student needs, the simulator will be available for use by instructors at no charge to the instructor. Student needs and schedules shall always be given priority.*

26.5.13 Allocation of students and classes

26.5.13.1 Instructors must be available to meet schedule expectations and hours of student instruction to be considered for a student load.

26.5.13.2 Once assigned, flight students remain with that instructor for the duration of their training and are not reallocated each term unless deemed necessary by the assigned administrator.

26.5.13.3 Flight students, following the definition of Regularly Scheduled Students, and classes are allocated to flight instructors in the following order:

- 1. Full-time, contracted, faculty receive classroom loads until their load requirements are met.***
- 2. Part-time flight instructors are allocated up to six (6) Regularly Scheduled Students each based on seniority and demonstrated availability to meet training schedule.***
- 3. Once all part-time flight instructors are offered six (6) Regularly Scheduled Students each additional Regularly Scheduled Student is offered to part-time flight instructors and distributed evenly, one at a time, based on seniority.***
- 4. After all flight students have been allocated, classroom assignments are offered to part-time flight instructors based on certification and Article 34.5.3.***

26.6 Head Coaches, Part-time

26.6.1 **Status.** Except when filling budgeted contracted positions, head coaches shall be considered “part-time” regardless of hours worked.

26.6.2 **Head Coach Annual FTE.** Annual FTE for part-time head coaches shall be calculated by using the following formula: $\text{Annual FTE} = (0.6 \times \text{official NWAC playing season weeks})/33 + (0.15 \times 11)/33$. Annual FTE shall be adjusted by a load credit multiplier of 1.1 for traveling team roster sizes routinely in excess of 40.

26.6.2.1 **Playing Season.** Weeks of official playing season for each sport determined by NWAC official calendar. Weeks are defined as Sunday through Saturday. Weeks are counted as a full week if one day of playing season falls within the week.

26.6.2.2 The formula in 26.6.2 shall be used to determine the annual FTE for head coaches of any new sports.

26.6.2.3 For example, the FTE based on this formula shall be the following for the 2019-2020 year:

Volleyball: 0.377

Soccer: 0.359

Cross Country: 0.359

Basketball: 0.577

Baseball: 0.577

Track: 0.435

26.6.3 **Head Coach Stipend.** Head coach annual stipends will be calculated based on the head coach part-time FTE calculation from 26.6.2 and the contract days established in Article 9.1.

26.6.3.1 **Head Coach Stipend Formula.** The stipend for part-time head coaches shall be calculated effective July 1, 2019 by using the following formula: $\text{Annual Stipend} = \text{Head Coach Annual FTE} \times \text{Contract Days} \times 240$.

26.6.3.2 **Head Coach Stipend Adjustments.** The stipends shall be adjusted by the COLA applied to the part-time faculty salary schedule July 1 each year.

26.7 **MUP Instruction.** Individual music lesson instruction shall be paid at \$50 per instructional hour ~~effective upon commensurate increase to student fee.~~

26.8 **Salary Schedules.** 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.

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.
- 28.1.1 Any faculty member will immediately become eligible to advance additional steps provided for in Article 27 by demonstrating qualifications, not previously met or applied, for the higher entry level in the field applicable to the individual's employment.
- 28.1.2 Employees placed on the contracted salary schedule in 2005 or later are only eligible for additional step advancements that would have placed them at step nine at the time of their placement.
- 28.1.3 In no event will any faculty member who originally placed in Entry Step Category 3 be eligible to apply for additional step advancement; nor will faculty member who originally placed in Entry Category Step 2 and who has received additional step advancement be eligible; nor will any faculty member who originally placed in Entry Category Step 1 and who has received additional step advancement twice (i.e., four steps, or two levels) be eligible for any additional advancement.
- 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. 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 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)
- 28.2.3.3 Consult in one's professional field in either a paid or volunteer capacity. (15 hours = 1 point to a maximum of 10 points)
- 28.2.3.4 Completion of thirty-six (36) hours of special or comprehensive training school shall be equivalent to three (3) credit hours/points.
- 28.2.3.5 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.
- 28.2.3.6 Earn graduate level credit hours from an accredited institution in subjects related to the individual's professional field. (1 credit hour = 1 point)
- 28.2.3.7 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)
- 28.2.3.8 Write and publish a text book in the individual's professional field. (Up to 20 points per book)
- 28.2.3.9 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)
- 28.2.3.10 Completion of curriculum development projects, computer/audiovisual software, media production or

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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.

- 28.2.3.11 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)
- 28.2.3.12 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)
- 28.2.3.13 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)
- 28.2.3.14 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)
- 28.2.3.15 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)
- 28.2.3.16 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)
- 28.2.3.17 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)
- 28.2.3.18 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.

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(Up to 5 points per year of service) 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, ~~they 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. Teaching experience shall be prorated such that one year credit shall be granted for 1.0 academic year FTE. All terms including summer shall count toward experience calculations but shall not exceed one year's credit per year.

Examples for heuristic purposes:

29.1.1.1 Teaching 1.0 FTE for one academic year equals one (1) year experience credit.

29.1.1.2 Teaching 1.0 FTE for one academic year and 0.5 during summer equals one (1) year experience credit.

29.1.1.3 Teaching 0.5 FTE each term for three terms of one academic year equals 0.5 year experience credit.

29.1.1.3 Teaching 0.5 FTE for each term for three terms of one academic year plus 0.5 FTE during summer equals 0.67 year experience credit. i.e. $(0.5+0.5+0.5+0.5) / 3 = 0.67$

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 five additional steps will be provided for relevant work experience.

29.1.4 Experience required for minimum qualifications shall not be subtracted for the purpose of original placement.

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 ADVANCEMENT

- 30.1 **Part-time Advancement.** Following initial employment, placement will be as follows:
- 30.1.1 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.
 - 30.1.2 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.
- 30.2 **Salary Advances.** When a part-time employee is advanced on the salary schedule by meeting the criteria of the next entry level, ~~they he/she~~ will be advanced two additional steps for each entry step category advancement. Such advances shall not affect eligibility for step increases.
- 30.3 **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.
- 30.4 **Contracted faculty members retiring and moving to part-time faculty status.** Contracted faculty members retiring and moving to part-time faculty status shall be placed on the part-time salary schedule and receive full credit for all years' experience and shall not be treated as new employees.
- 30.4.1 Post-Retirement Replacement: All contracted faculty members having previously moved to the part-time faculty and placed on the salary schedule as a new employee will be re-placed, receiving full credit for their credentials and experience, pro-actively only, effective July 1, 2009.
 - 30.4.2 Effective July 1, 2010, all contracted faculty members being re-hired as Re-employed unit members under the Re-employment of Retired Employees MOA, including those previously rehired under the Re-employment of Retired Employees MOA, will be placed on the contracted salary schedule and receive full credit for their credentials and experience and will not be treated as a new employee for purposes of salary placement.

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 10th and end no later than June 25th. The twenty-four semi-monthly installments will begin no later than September 10th and end no later than August 25th.
- 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 25th. Winter term installments will begin no later than January 25th. Spring term installments will begin no later than April 25th. Part-time faculty will be paid for Fall in-service hours consistent with Article 9.2.2 by October 10th, assuming ~~timesheets~~ **time-sheets** are submitted via **approved College systems** ExpressLane by September 30.
- 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.

- 32.5.1 Part-time faculty members may attend all Department/Division/Discipline/Program meetings. Exceptions to the right to attend meetings are limited to matters addressing hiring or other issues related to part-time faculty inclusion in hiring pools (for example, Article 34.5.6). Unless these meetings are assigned as ancillary work consistent with Article 32.5, compensation for attendance at meetings shall come from the hours referenced in sub-articles 9.2.2.1 and 9.2.2.2, if such hours are available.

- 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 **assigned administrator**~~manager~~, the absent employee may agree to trade with another employee who expects to be absent in the future.
- 32.6.2 If an 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 0.5 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 0.5 FTE credit limit as a long-term replacement, a temporary contract shall be provided from the

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start of the term of the long-term replacement.

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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; long-term disability insurance.

33.1.3.1 Term Life Insurance, Contract Faculty: For all contracted faculty the College shall provide and pay the premiums for term life insurance coverage per employee.

33.1.3.2 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.

33.1.3.3 Life insurance, accidental death and disability insurance, and long term disability insurance plans shall be moved from the current provider to those provided through the Oregon Educator Benefit Board (OEBB) beginning October 1, 2009. The Faculty Insurance Committee will select the plans to be offered to employees. The total College contribution for these plans for the 2009 – 2010 year shall remain the same as the 2008 – 2009 year: \$24.99/year per contracted faculty member, and the difference per month per faculty member shall be added to monthly employee contributions for health insurance premiums.

33.2 Part-time Faculty Insurance

33.2.1 Eligible part-time employees selecting health insurance shall be provided hospital-medical insurance and 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 (**0.2** 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 **0.333** FTE in one (1) term and being scheduled to work at least five (5) credit hours or **0.333** 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.

33.2.4 Once eligible, part-time employees maintain eligibility by working three (3) credit hours or **0.2** FTE each consecutive term.

33.2.4.1 Part-time faculty members working a total of 1.2 term FTE or greater cumulatively in two consecutive terms of the Summer, Fall, Winter, and/or Spring shall maintain eligibility for insurance for the subsequent term.

33.2.4.2 Part-time faculty members working a total of 1.2 term FTE or greater cumulatively over three consecutive terms in the Summer, Fall, Winter, and/or Spring terms shall maintain eligibility for insurance in the subsequent term. A maximum of 0.5 term FTE from Summer term will count toward this total.

33.3 Insurance Benefits

33.3.1 Level of Benefits: The level of benefits in the current OEBC medical plan shall remain the same if the Faculty leaves the OEBC plan unless negotiated otherwise by the College and the Association.

33.3.2 Employee Out-of-Paycheck Contributions

33.3.2.1 The **College Employer** contribution for the College Base Plan (Alder) shall be limited to what the **College Employer** contributions were for Plan A during the 2015 - 2016 year until Plan Alder (or the highest OEBC plan, whichever is higher) exceeds this limit. When Alder (or the highest cost OEBC Plan) exceeds this limit, faculty members shall be responsible for picking up insurance rate hikes to the College Base plan (Plan Alder), except that this shall be limited by the "stop loss" provisions in 33.3.2.3 and "cost neutrality" provisions in 33.3.2.4. The

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2015 – 2016 employer contribution levels toward the total cost of premiums were: \$771.48/mo. – Empl. Only, \$1,656.56/mo. – EE + Sp., \$1,464.82/mo. – EE + Child(ren), and \$2,390.89/mo. – Full Family.

- 33.3.2.2.3 College part-time faculty selecting employee-only coverage shall pay the same out-of-paycheck contributions as contracted faculty.

Part-time faculty selecting employee plus spouse/partner or employee plus children coverage shall receive an employer contribution equal to 84% of the cost for OEGB medical only Plan Birch. Part-time faculty selecting full-family coverage shall receive an employer contribution equal to 67% of the cost of OEGB medical only Plan Birch. Part-time faculty shall pay the remaining amounts of OEGB medical Plan Birch above 84% for employee plus spouse/partner or employee plus children coverage for OEGB medical Plan Birch. Part-time faculty shall pay the remaining amounts of OEGB medical Plan Birch above 67% for full-family coverage for OEGB medical Plan Birch. Part-time faculty may select other OEGB plans and receive the same dollar contribution from the College as it would pay for medical Plan Birch according to the above formulas.

33.3.2.3 Contracted Faculty Out-of-paycheck Premium Contribution “Stop-loss”

33.3.2.3.1 **Employee Only.** If as a result of the above “base” formula, the aggregate ratio between the College contributions and the contracted faculty out-of-paycheck contributions for medical, dental and vision insurance premiums reaches a 100/0 contribution split, this 100/0 ratio shall then determine the amount of College contributions and employee out-of-paycheck contributions for the duration of this agreement.

- 33.3.2.3.2 **Employee + Child/Children and Employee + Spouse/Partner.** If as a result of the above “base” formula, the aggregate ratio between the College contributions and the contracted faculty out-of-paycheck contributions for medical, dental and vision insurance premiums for employee + child/children or employee +

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spouse/ partner reaches an 95/5 contribution split, this 95/5 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.

33.3.2.3.3 Full Family. If as a result of the above “base” formula, the aggregate ratio between the College contributions and the contracted faculty out-of-paycheck contributions for medical, dental and vision insurance premiums for full family reaches an 90/10 contribution split, this 90/10 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 0.50 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.

33.3.2.4.1

The Cost Neutrality provision outlined
in

33.3.2.4

shall be waived for the 2017-2018
year only. Article 33.3.2.4.1 shall be removed from
the Collective Bargaining Agreement upon its
expiration, June 30, 2018.

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

Renewal Date:	COLA Date:
October 1	July 1

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, 2016 through

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September 30, 2017 and thereafter shall begin October 1 and end September 30 annually for contracted 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 **College** 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. The College shall make available to eligible faculty the option to buy additional long-term disability insurance coverage through a “buy-up” option under the existing long-term disability insurance plan and coverage. Faculty shall self-pay the additional premiums costs related to all decisions to “buy-up” higher levels of long-term disability coverage.

33.4 **Solicitation for New Insurance Carrier.** If state law provides an option to leave Oregon Educators Benefit Board insurance plans, the Association may request an RFP and may select an alternative carrier provided no benefit reduction and no cost increase; the College must agree on any change in carrier. If state law provides an option to leave OEBB insurance, the College may solicit for a new insurance (health, dental, vision) carrier during the term of this Main Agreement; the LCCEA must 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 \$300.00 for employees with Employee-Only insurance, \$500.00 for Employee + Spouse/Partner or Employee + Child/ren, and \$600.00 for Full Family.

33.6 **College Student Health Clinic.** Students are eligible to access primary health care services through the College Student Health Clinic.

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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

33.8 **Oregon Insurance
Pool**

33.8.1 **College and Employee contributions:** OEBC MODA Medical Plan A, MODA Dental Plan #1, and MODA Vision Plan #4, constitute the College Base medical plan.

33.8.2 Except by mutual agreement between the College and the Association, converting to plans offered under the statewide insurance pool will not alter any of the provisions of the current Collective Bargaining Agreement.

33.8.3 **Plan
Selection**

33.8.3.1 The Association will select up to the maximum number of plans for each type of coverage (medical, dental, vision, etc.) currently provided under the terms of the Main Agreement and provided by OEBC. Additional plan types may be added by mutual agreement between the College and the Association. The Association shall notify the College of any changes to its selection of plans by June 1 each year or 15 working days after the publication of new OEBC rates, whichever is later.

33.8.3.2 The selection of plans from the statewide pool shall not alter the College's contractual insurance contribution obligations except by mutual agreement between the College and the Association.

33.8.3.3 Faculty members may choose any of the plans selected by the Association, and may switch plans during any open enrollment period or any OEBC qualifying event.

33.8.3.4 The College Base Plan shall be Alder Synergy. If Alder Synergy is no longer available, the College Base Plan shall be the most comprehensive plan available from OEBC.

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- 33.8.3.5 Contracted faculty members may opt out of insurance coverage upon providing proof of other coverage. Part-time faculty members are not required to select any insurance coverage.
- 33.8.4 The statewide insurance pool may not offer plans for every type of insurance coverage currently provided under the Collective Bargaining Agreement. As allowed by law, the College shall continue to provide such insurance coverage through contracts with other insurance providers.
- 33.8.5 Employees shall be provided an enrollment period of no less than forty-five (45) days unless otherwise required by law to facilitate moving to OEBC plans. Following the transition, employees shall be provided an open enrollment period of no less than thirty (30) days annually and whenever an OEBC qualifying event occurs.
- 33.8.6 Until such time as such new plan(s) are in effect, the College shall maintain the status quo and the level of benefits defined in this Agreement.

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 ~~their~~ ~~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 **General 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. Seniority unit accumulation begins in the term immediately following the earning of part-time seniority eligibility. The initial award of one (1) unit of the part-time seniority shall document the term (summer, fall, winter and spring) and academic year when the part-time seniority was initially earned.

- 34.5.1.2 **Qualification for Seniority in Accrual Families of Courses.** Part-time faculty seniority is qualified for and accrued for assignment in families of courses known as accrual families. Faculty members will qualify for assignment in a particular accrual family by teaching in this family 3 terms within 3 years. Eligibility in an accrual family may be established during the initial general qualification period for seniority, or at a later date, based upon the part-time faculty member's teaching assignments. Seniority unit accumulation begins with the term immediately following qualification.
- 34.5.1.3 **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 Units.** Faculty members accrue part-time seniority beginning on or after fall term 1997. Faculty shall accrue one (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 **assigned administrator** ~~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.
- 34.5.2.2 **Seniority Accumulation Records.** Departments/Divisions shall track seniority unit accumulation for all accrual families and all part-time faculty members having earned seniority rights, and shall annually post updated unit accumulations by May 15 on a public Department/Division digital or hard copy notice

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board, and shall notify all part-time faculty members of the location of the posting.

34.5.2.3 Changes in Accrual Families of Courses. Changes in accrual families of courses shall be determined by the faculty in each department/division, with the concurrence of the **assigned administrator** ~~department/division manager~~. The addition or removal of courses from accrual families, or the creation of new accrual families, shall be established at the beginning of a work year (starting in summer term). Existing seniority rights will be grandfathered into any revised accrual family that includes the same courses, or a majority of the same courses, that were previously in the accrual family. Part-time faculty must qualify for assignment in an accrual family of wholly new courses by being properly certified for the course(s) and teaching in this new accrual family for three (3) or more terms within three (3) years (summer, fall, winter and spring).

34.5.3 Part-time Faculty Assignment by Seniority. Before a member of the qualified pool of part-time faculty qualifies for seniority assignment in a particular accrual family, the **assigned administrator** ~~department/division chair~~ shall determine the assignment of that person for courses within that accrual family consistent with established **College** ~~departmental~~ practices, contracts with the Association and applicable law. The amount of work assigned will be determined by seniority (see below) consistent with established **College** ~~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) and during summer consistent with Article 34.5.1.2.

34.5.3.1.1 Term-by-Term Assignments by Part-time Seniority. Within each term, and subject to all other provisions of the Main Agreement and Memoranda of Agreement, explicitly including Articles 1.1.5 , 4.2.10, 4.2.11, and 34.5.3.2, part-time faculty members with greater seniority units shall have a seniority-based right to assignment of **0.6** FTE, prior to assignment of courses to part-time faculty members with lower seniority unit accumulations.

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34.5.3.1.2 This seniority-based right may be rounded up above 0.6 FTE in a given term (fall, winter or spring) and during summer when necessary to fulfill the 0.6 FTE seniority right (e.g. in a department where 4 credit courses constitute 0.333 FTE, a faculty member with greater seniority units may be assigned two 0.333 FTE courses for a total of 0.667 FTE) before courses are assigned to faculty members with fewer units. If the full 0.6 FTE per term seniority right can't be met in a given term without an assignment of an additional course, part-time faculty members with seniority rights may be assigned one additional course up to a total of 1.0 FTE. Part-time faculty members with seniority may request this "seniority" round-up for specific terms during the academic year, and assigned ~~administrators~~ department managers and employees responsible for scheduling shall consider such requests and fulfill them when reasonably possible. Annual assignment limits including those provided for in 1.1.5 and 34.5.3.2 supersede this term-by-term "seniority round up."

34.5.3.1.4 The seniority round-up reflects the right of part-time faculty with greater seniority rights to be offered an assignment, not the right to a "preferred" assignment, or the right to have courses added to the schedule.

34.5.3.2 Annualized Part-time 0.5 FTE Roundup. The purpose of the 0.5 FTE roundup is to allow part-time faculty members to be assigned a full 0.5 FTE for each academic year (fall, winter and spring terms). Therefore, if the 0.5 FTE part-time limit, when combined with the normal workload assignments in a department, results in an assignment of less than 0.5 FTE for an individual part-time faculty member, then **an assigned administrator** ~~department chair~~ may assign an additional course or courses up to an annual maximum of 0.667 FTE. It is the intent of the parties that faculty initially hired above 0.5 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. This provision shall not change the definition of contracted and part-time faculty in Articles 1.1.5 and 1.1.6. Prior to the start of each fall term the

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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 The College shall honor the right of part-time faculty with greater seniority units to maximize their annual assignment up to **0.5 FTE**, or rounded up beyond **0.5 FTE** as provided in 34.5.3.2. Annualized assignments (fall, winter and spring terms) between **0.50 FTE - 0.667 FTE** for part-time faculty with greater seniority shall be considered compliant with the annualized part-time **0.5 FTE** round up provided for in 34.5.3.2. If a part-time faculty member with greater seniority units does not receive the maximum annual assignment up to **0.5 FTE**, or rounded up beyond **0.5 FTE** as provided by 34.5.3.2, assuming courses are available for assignment, **they** ~~s/he~~ will be paid for the course(s) that would have been necessary to fulfill **their** ~~his/her~~ maximum annual assignment.
- 34.5.3.4 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 precedence over assignment of part-time faculty without seniority.
- 34.5.3.5 Ties in part-time seniority shall be broken on the basis of (1) term of eligibility or (2) part-time bargaining unit seniority (e.g. original hire date). Ties that are not broken as outlined above by may be resolved by a voluntary means (e.g. "rotation") between the impacted part-time faculty with Association approval. Ties after that shall be broken by a random method provided jointly by the College and Association.
- 34.5.3.6 Exceptions can be made to accommodate disabilities.
- 34.5.4 **Alteration of Teaching Schedules.** Term-by-term, part-time assignments of faculty with part-time seniority shall remain fixed once set; an assignment for a part-time faculty member shall be considered "set" when the notice of such assignment is delivered to the part-time faculty member in written form (e.g. email, printed letter, PTSOA) from the **assigned administrator** ~~responsible instructional manager~~, faculty coordinator, or designated staff member. For example, after assignments are made, less senior part-time faculty may not be displaced by more senior part-time faculty for reasons of class cancellation and the like. If necessary,

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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 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.
- c) If there are no alternative options, the contracted faculty member bumps into the only option.
- d) Within the above limitations, or at the point 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 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 will be filled from a pool of qualified faculty for each accrual 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 **College 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 ~~the College a manager~~ chooses to remove a person with part-time seniority from the part-time pool for a particular accrual family of courses, the **College 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 faculty member will be advised of **their** ~~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 **their** ~~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, part-time 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 **assigned administrator** ~~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 one unit per year, up to five (5) years worth of part-time seniority in each of these accrual families. The **assigned administrator(s)** ~~appropriate department/division 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. Part-time seniority units shall be earned and applied to

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any future part-time faculty assignments for temporary contracted faculty who have been reassigned from a part-time faculty assignment in the same manner as indicated above for each accrual family in which the temporary contracted faculty member teaches during their temporary contract faculty assignment period.

- 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~~ **an assigned administrator** ~~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 **assigned administrator** ~~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 **assigned administrator** ~~Department/Division Chair~~. When classes are cancelled, part-time faculty shall be informed by ~~an~~ **their assigned administrator** ~~department/division chair/manager~~ that they may be eligible for compensation. Once informed, part-time faculty must submit a written request to ~~the assigned administrator~~ **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 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 **their** ~~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 *their* ~~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

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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 **assigned administrator** ~~manager~~ will initiate the Corrective Evaluation process when **they are** ~~he/she is~~ made aware of allegations of deficient performance that requires significant intervention. The **assigned administrator** ~~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 **their** ~~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 **assigned administrator** ~~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 **assigned administrator** ~~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, **they** ~~he/she~~ will be granted a second evaluation conference. If the employee chooses to respond, then **they** ~~he/she~~ will be provided a reasonable time to do so. The

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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 ~~their~~ **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 **assigned administrator** ~~immediate supervisor~~; and
- e) Schedule of frequent conferences with written progress reports.

Following complete implementation of the improvement plan, the **assigned administrator** ~~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, **they** ~~he/she~~ shall so notify the **assigned administrator** ~~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 **Contracted** 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 **reassignment**~~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 **reassignment**~~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 **reassignment** 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 **an assigned administrator** ~~the department/division chair/manager~~ may propose establishing a FASA. The College Vice President for Instruction or designee, in consultation with the **assigned administrator** ~~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 **assigned administrator** ~~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 **administrator** ~~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

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Agreement and properly executed Memoranda of Agreement.
Specific assignment descriptions of FASAs will be developed by the **assigned administrator** ~~responsible department/division chair/manager~~ in consultation with stakeholders.

- 38.3.3 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 **an assigned administrator** ~~the appropriate manager/chair~~.
- 38.3.4 **An assigned administrator** ~~The department/division manager or chair~~ will facilitate any needed processes for filling the assignment and reassignment time.
- 38.3.5 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 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 **assigned administrator** ~~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 - 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 ~~they~~ ~~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 ~~they~~ ~~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).

41.5 **403b Retirement Account Providers.** The College will include on its list of eligible 403b retirement fund providers any bona fide provider requested by at least seven faculty members who elected to have College payroll deductions made and deposited to 403b accounts.

41.6 Retiree Benefits

- 41.6.1 **LCC Email Accounts.** Retirees may retain their LCC email accounts for up to ten (10) years after retirement, provided annual confirmation of their request to do so.
- 41.6.2 **LCC Locker Room.** The Association and College shall negotiate a retiree right to use LCC locker rooms for up to ten (10) years after retirement.

ARTICLE XX - ACADEMIC PROGRAM REVIEW

XX.1 Academic Program Review Oversight Committee

XX.1.1 The Academic Program Review Oversight Committee (APROC) is an Academic Committee (see Article 39.2.3).

XX.1.2 The College shall determine the number of APROC members. Aside from the APROC Chairperson who shall be selected based on Article XX.1.3, the Faculty Council will select the additional majority of members based on the established committee size. The College will select the remaining membership.

XX.1.3 The APROC Chairperson assignment shall be posted for qualified contracted or part-time faculty to apply for via an internal posting process consistent with Article 12.6.

XX.2 Workload and Compensation

XX.2.1 The APROC Chairperson shall be eligible for no less than a one (1) course reassignment (up to 4 credits) or equivalent compensation, subject to confirmation by the College and in consultation with the assigned administrator, for each of the standard three academic terms (fall, winter, and spring) annually.

XX.2.2 Faculty in programs that are going through the Academic Program Review process may collaborate with the College to identify a designated “lead” faculty member during the term(s) when the program is to complete the program review process. Designated “lead” faculty for programs completing the review process shall be eligible for no less than a one (1) course reassignment (up to 4 credits) or equivalent compensation for one academic term. Under extenuating circumstances, an assigned administrator may approve one (1) additional lead faculty course reassignment (up to 4 credits) or equivalent compensation to complete program review activities beyond the initiating academic year.

XX.3 Program Determination for Academic Program Review

XX.3.1 The College, and where feasible, in collaboration with APROC, shall be responsible for determining what constitutes a “program” for the purpose of completing the academic program review process and for the purpose of awarding designated “lead” faculty the reassignment time and/or compensation outlined in XX.2.2.

XX.3.2 Faculty members in each program, in collaboration with the College, shall determine the composition of the Program Review Committee (for their “program”), including the Program Review “lead.”

MOA: ACADEMIC LEARNING SKILLS REDESIGN

The following agreement is made between the College and the Association, on behalf of the Academic Learning Skills (ALS) Department faculty.

1. **Redesign.** The College agrees to support and approve the attached writing curriculum redesign plan; such support includes but is not limited to approval of any course numbers required to implement the plan and provision of sufficient curriculum development funding as outlined in #2 below. New courses shall be implemented beginning Fall 2014.
2. **Curriculum Development Funding.** The College shall provide ALS faculty members a total of 400 hours curriculum development funding or equivalent reassignment time (4 courses) for faculty to develop and implement the redesigned writing sequence and co-requisite course in both face-to-face and online formats. The allocation of the reassignment time/curriculum development funding shall be determined by the faculty members responsible for the courses and leading the curriculum redesign project. Funding shall be provided beginning Summer 2013 for work through Summer 2014.
3. **Workload.** Assignable class sizes shall be increased beginning Fall 2014 as follows:
 - 3.1 Math 010A to a maximum of 28.
 - 3.2 All ALS writing courses and co-requisite ALS courses to a maximum of 24.
 - 3.3 RD087 and co-requisite EL115 to a maximum of 24.
 - 3.4 All other existing courses with maximums of 18 or 20 students to a maximum of 24.

This Memorandum shall become effective upon execution by the parties.

**MEMORANDUM OF AGREEMENT
BETWEEN
~~LANE COMMUNITY COLLEGE and THE LANE COMMUNITY COLLEGE~~
EDUCATION ASSOCIATION (LCCEA)**

ACADEMIC PROGRAM REVIEW

~~I. COMMITTEE~~

- ~~1.1 The Academic Program Review Oversight Committee (APROC) is an Academic Committee~~
- ~~1.2 The Program Review Chairperson assignment shall be posted for qualified faculty to apply for via an internal posting process consistent with Article 12.6 of the LCCEA contract.~~

~~II. WORKLOAD AND COMPENSATION~~

- ~~2.1 The Program Review Chairperson shall be eligible for no less than a one (1) course release, subject to confirmation by the Office of Academic and Student Affairs and in consultation with the responsible dean for each of the standard three academic terms (fall, winter, and spring) annually.~~
- ~~2.2 Faculty in programs that are going through the Program Review process may collaborate with the Office of Academic and Student Affairs to identify a designated "lead" faculty member during the term(s) when the program is to complete the program review process. Designated "lead" faculty for programs completing the review process shall be eligible for no less than a one (1) course reassignment for one academic term per academic year when the program is completing the program review.~~

~~III. PROGRAM DETERMINATION FOR PROGRAM REVIEW~~

- ~~3.1 Faculty members in each program shall determine the composition of the Program Review Committee (for their "program"), including the Program Review "lead," by consensus or regular department or program decision making processes.~~
- ~~3.2 The APROC in collaboration with the Office of Academic and Student Affairs shall be responsible for determining what constitutes a "program" for the purpose of completing the academic program review process and for the purpose of awarding designated "lead" faculty the reassignment time and/or compensation outlined in this MOA.~~

~~MOA: STEP CORRECTION~~

~~In recognition of the requirements of Oregon's Equal Pay Act and inconsistencies and disparities in initial salary schedule placement remedied for new faculty hires beginning Fall 2019, and in recognition that contracted faculty hired before Fall 2019 were disparately impacted and not provided the same remedy as newly hired contracted faculty, the parties hereby agree to the following terms:~~

- ~~1. Contracted faculty hired prior to Fall 2019 and who are not currently on the top step shall receive one salary step increase retroactive to July 1, 2019.~~

~~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. 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.~~

ARTICLE 2.5.1 AND 2.5.2 MOA OPENERS

DISTANCE LEARNING Etc.

Contents:

Article 7

Article 23

MOA: Distance Learning

MOA: Academic Learning Skills Redesign

MOA: Academic Program Review

MOA: Academic Technology

MOA: Advanced Technology

MOA: Assignment Rights

MOA: Culinary Faculty

MOA: Joint Workload Taskforce Survey Results and Workload Findings

MOA: Nursing Clinical Teaching Load Credits (TLC)

MOA: Step Correction

MOA: Unpaid Sabbatical Leave Option

MOA: Workload, Class Cancellation, and Enrollment Capacity

MOA: Workload, Class Cancellation, and Enrollment Capacity Modification

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.
- 7.4 **Digital Accessibility.** *To promote universal design and course accessibility to a diverse population of students, courses will use the college learning management system (LMS) to make syllabi, assignment descriptions, materials, and grades available to students.*
- 7.5 **Course Accessibility Continuity Plan.** *A continuity plan will be provided in each course syllabus to describe how teaching and learning will be conducted when/if there are emergency changes to conditions impacting the course delivery methods.*

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 **General** 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 2.5%.
- 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 **their** ~~his/her~~ regular faculty position. Funding of this position at **0.33** and up to **0.5** 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.

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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

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the College for additional funds.

- 23.8.9 **Charges.** For long-term leaves, the **General Faculty Professional Development Fund** 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 Faculty 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 **General Faculty Professional Development Fund** 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 layoff 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

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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 **General** Faculty Professional Development Fund may be utilized to provide funding for such activities.
- 23.14 **Curriculum Development Rate**
 - 23.14.1 The curriculum development hourly rate shall be \$30.00 and shall not be awarded for regular, routine course updates to contracted faculty but may be for part-time faculty.
 - 23.14.2 The curriculum development rate may only be used for curriculum development and special curriculum-related project

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work. The curriculum development rate may not be used for any activities that constitute regular faculty instructional and non-instructional work. Regular faculty work includes but is not limited to backfill for contracted faculty members, instruction, counseling, office hours, or non-curriculum development meetings. All faculty members must be paid at the appropriate rate from the part-time or contracted salary schedules for such work. Curriculum development is voluntary work.

- 23.14.3 Examples of special curriculum-related project work include: learning community development, new course development or course revision for inclusion in Honor's Program, new course development as required by articulation agreements, developmental education redesign, and Degree Qualifications Profile curricular work. Examples of work that are not considered special curriculum-related project work include regular faculty work including backfill for contracted faculty members, teaching workshops, serving on a committee (e.g. Sustainability committee), program coordination (e.g. Learning Communities or Honor's Program), and collaboration in the development of articulation agreements.

23.15 Administration Support. The Association and College agree that:

- 23.15.1 The College shall provide the costs of the provision of administrative support to the Faculty Professional Development program. 0.5 shall be the FTE level of administrative support provided the ***Faculty Professional Development*** FPD program.

23.16 Diversity/Social Justice Education Professional Development

- 23.16.1 On-going professional development with a focus on diversity education, cultural competence, and social justice is a shared goal of the Association and the College.
- 23.16.2 Faculty members shall choose specific professional development activities pertaining to diversity education and social justice.
- 23.16.3 The ***Faculty Professional Development*** FPD Oversight Committee, college diversity education committee(s), Faculty Council, and/or other committees under the governance system, shall develop and schedule opportunities for professional development focused on diversity education.

- 23.16.4 In addition to on-campus activities, faculty may seek funding for off-campus professional development opportunities funded by the Short-Term Leave fund.
- 23.16.5 In order to fulfill 13.2.8, current faculty members shall participate in at least ten twelve (12) total hours of professional development focused on diversity / cultural competence / social justice by June 30, 2022. New faculty members shall participate in at least twelve (12) total hours within three years of hire.

23.16.5.1 Faculty members may complete such responsibilities by choosing from relevant: events sponsored by the department, CCPD, **Faculty Professional Development FPD**, Diversity Council, Faculty Council, the Faculty Association, OEA, NEA, Equity Lens, and/or other college organizations; Faculty Professional Development activities (e.g. Faculty Inquiry Groups, Academic Colloquia, roundtables); conferences, workshops, or lectures; independent research or sabbatical projects; undergraduate or graduate level coursework; presentations at workshops, conferences, or colloquia; article or book writing or publication; textbook review; volunteer experience with relevant community groups (e.g. CISCAP, NAACP); completion of curriculum development projects; writing of grant proposal; and/or participation in social justice activism.

23.16.5.2 Faculty members shall document professional development outlined in 13.8.2.1.1 in the developmental evaluation process.

23.16.5.3 For the purpose of 13.2.8, relevant topics include, but are not limited to: race, ethnicity, culture, language; religion and spirituality; socio-economic background and social class; accessibility, age, ability, and mental health; veterans and military status; understanding social justice and/or the dynamics of power, privilege, and oppression; gender spectrum, sexual orientation, sexism, and heterosexism; intersectionality; prison industrial complex and school-to-prison pipeline; implicit bias; and sexual assault.

23.17 Course Delivery and Access Professional Development

23.17.1 On-going professional development with a focus on diverse instructional delivery methods is a shared goal of the Association and the College.

23.17.1 It is expected that faculty will have direct training, professional development, or applicable experience in assigned instructional

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delivery methods. As such, faculty will have access to professional development opportunities that enable them to achieve proficiency with the college learning management system (LMS) and related digital tools, college course delivery standards, and pedagogical strategies to promote student success across a range of instructional delivery methods.

23.17.2 Within reason, and when appropriate, professional development offered by the college to advance or increase teaching proficiency will be paid at established rates.

23.17.2.1 Frequency. College funded professional development opportunities (excluding Faculty Professional Development funded opportunities) covered under Article 23.17 can be repeated in paid status once every five years.

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. ~~**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.~~
3. ~~**Compensation.** The following principles regarding compensation for distance learning shall be followed:~~
 - 3.1 ~~The College shall offer appropriate compensation when requesting faculty to develop distance learning courses or significant distance learning elements of courses.~~
 - 3.2 ~~The College shall approve appropriate compensation along with approval of proposals to develop distance learning courses or significant distance learning elements of courses.~~
 - 3.3 ~~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.~~
4. ~~**Workload Principles.** The following principles regarding workload involving distance learning shall be followed:~~
 - 4.1 ~~Work assignments shall be adjusted to accommodate distance learning responsibilities without resulting in an overall increase in workload for any individual.~~
 - 4.2 ~~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.~~

~~4.3 — The offering of a distance learning class may be subject to enrollment limitation or special allowances for nonstandard enrollments.~~

~~5. — **Development, Delivery and Course Approval Principles.** The following principles regarding development, delivery and course approval involving distance learning shall be followed:~~

~~5.1 — 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.~~

~~5.2 — The development by a faculty member of distance learning courses or significant distance learning elements of courses requires the agreement of the faculty member.~~

~~5.3 — 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 cannot displace current faculty who refuse distance learning assignments.~~

~~5.4 — 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. In collaboration with the Academic Technology Division, the College and Association, will designate a common learning management system that it will provide and support. Infrastructure from the college (hardware, software and support) may be reasonably limited.~~

~~5.5 — 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.~~

~~5.6 — 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.~~

- ~~5.7 — 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.~~
- ~~6. — **Training Principles.** The following principles regarding training involving distance learning shall be followed:~~
- ~~6.1 — Training shall be reasonably available for faculty desiring to learn how to use, develop, or enhance their skills in the use of, distance learning.~~
- ~~7. — **Evaluation Principles.** The following principles regarding evaluation involving distance learning shall be followed:~~
- ~~7.1 — 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.~~
- ~~7.2 — 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.~~
- ~~7.3 — Evaluations of distance learning courses may include a separate evaluation of the technology used and the distance learning format.~~
- ~~7.4 — Once a faculty member and department manager agree on an online course to observe and a timeframe for developmental evaluation, the faculty member shall make the class accessible for the department manager. The faculty member and department manager shall mutually agree upon the scope of the online evaluation consistent with such scope determinations for class evaluations as outlined in Article 13 and the faculty evaluation handbook (for example, one week). If the faculty member requires assistance to provide access to the department manager, the faculty member may contact the ATC in order to authorize provision of access to the course to the department manager.~~
- ~~8. — **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.~~

~~9. — **Distance Learning Intellectual Property Rights and Revenue Sharing.**~~

~~Distance learning intellectual property issues are controlled by Article 18 of the Main Agreement.~~

~~10. — **Academic Technology Support.** Upon request of the faculty member,~~

~~Academic Technology specialists may be given online access to courses; the faculty member may limit such access (e.g. to tests, Moodle webpages, etc.) and in all cases shall be limited to support functions requested by the faculty member.~~

MOA: ACADEMIC LEARNING SKILLS REDESIGN

The following agreement is made between the College and the Association, on behalf of the Academic Learning Skills (ALS) Department faculty.

1. **Redesign.** The College agrees to support and approve the attached writing curriculum redesign plan; such support includes but is not limited to approval of any course numbers required to implement the plan and provision of sufficient curriculum development funding as outlined in #2 below. New courses shall be implemented beginning Fall 2014.
2. **Curriculum Development Funding.** The College shall provide ALS faculty members a total of 400 hours curriculum development funding or equivalent reassignment time (4 courses) for faculty to develop and implement the redesigned writing sequence and co-requisite course in both face-to-face and online formats. The allocation of the reassignment time/curriculum development funding shall be determined by the faculty members responsible for the courses and leading the curriculum redesign project. Funding shall be provided beginning Summer 2013 for work through Summer 2014.
3. **Workload.** Assignable class sizes shall be increased beginning Fall 2014 as follows:
 - 3.1 Math 010A to a maximum of 28.
 - 3.2 All ALS writing courses and co-requisite ALS courses to a maximum of 24.
 - 3.3 RD087 and co-requisite EL115 to a maximum of 24.
 - 3.4 All other existing courses with maximums of 18 or 20 students to a maximum of 24.

This Memorandum shall become effective upon execution by the parties.

**MEMORANDUM OF AGREEMENT
BETWEEN
~~LANE COMMUNITY COLLEGE and THE LANE COMMUNITY COLLEGE~~
EDUCATION ASSOCIATION (LCCEA)**

ACADEMIC PROGRAM REVIEW

~~I. COMMITTEE~~

- ~~1.1 The Academic Program Review Oversight Committee (APROC) is an Academic Committee~~
- ~~1.2 The Program Review Chairperson assignment shall be posted for qualified faculty to apply for via an internal posting process consistent with Article 12.6 of the LCCEA contract.~~

~~II. WORKLOAD AND COMPENSATION~~

- ~~2.1 The Program Review Chairperson shall be eligible for no less than a one (1) course release, subject to confirmation by the Office of Academic and Student Affairs and in consultation with the responsible dean for each of the standard three academic terms (fall, winter, and spring) annually.~~
- ~~2.2 Faculty in programs that are going through the Program Review process may collaborate with the Office of Academic and Student Affairs to identify a designated "lead" faculty member during the term(s) when the program is to complete the program review process. Designated "lead" faculty for programs completing the review process shall be eligible for no less than a one (1) course reassignment for one academic term per academic year when the program is completing the program review.~~

~~III. PROGRAM DETERMINATION FOR PROGRAM REVIEW~~

- ~~3.1 Faculty members in each program shall determine the composition of the Program Review Committee (for their "program"), including the Program Review "lead," by consensus or regular department or program decision making processes.~~
- ~~3.2 The APROC in collaboration with the Office of Academic and Student Affairs shall be responsible for determining what constitutes a "program" for the purpose of completing the academic program review process and for the purpose of awarding designated "lead" faculty the reassignment time and/or compensation outlined in this MOA.~~

~~MOA: ACADEMIC TECHNOLOGY~~

~~1. Payment of Curriculum Development Hours for online course development:~~

~~If the ATC wishes to pay faculty members curriculum development hours in a manner outside the standard practice in which faculty members record curriculum development hours on time sheets, the ATC shall: (1) request that faculty members indicate when they wish to begin the work; (2) set up six equal payments over a three-month period as the default method; and (3) accommodate faculty member requests to complete the work and receive equal payments for curriculum development hours in a period of less than three months.~~

~~Curriculum development hours shall be paid at the rate determined by the collective bargaining agreement (currently \$30 per hour).~~

~~MOA—ADVANCED TECHNOLOGY~~

~~The following is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA) in the matter of Advanced Tech. All other terms of the CBA and the Mechanical Technologies Interest Arbitration Award remain in effect. The parties hereby agree to the following terms:~~

- ~~1. Except as outlined in #2 below, beginning in Fall 2020, for every three weekly hours of lecture/lab in Advanced Tech, the College shall apply the TLC standard for lecture for one hour (i.e. 1.0 TLC) and the TLC standard for lab for two hours (i.e. 0.682×2). (This equates to an average 0.788 TLCs for each lec/lab hour).~~

~~Example for heuristic purposes for Advanced Tech for standard Fall, Winter, or Spring terms:~~

- ~~a. Lecture = 1.000 TLC for each weekly scheduled hour~~
- ~~b. Lecture/Lab = 0.788 TLC for each weekly scheduled hour~~
- ~~c. Laboratory = 0.682 for each weekly scheduled hour~~

- ~~2. For Drafting, beginning in Fall 2020, for every four weekly hours of lecture/lab in Advanced Tech, the College shall apply the TLC standard for lecture for one hour (i.e. 1.0 TLC) and the TLC standard for lab for three hours (i.e. 0.682×3). (This equates to an average 0.762 TLCs for each lec/lab hour). Note: Unlike other disciplines in Advanced Tech, the Drafting annual workload is 45 TLCs.~~

~~Example for heuristic purposes for Drafting for standard Fall, Winter, or Spring terms:~~

- ~~a. Lecture = 1.000 TLC for each weekly scheduled hour~~
- ~~b. Lecture/Lab = 0.762 TLC for each weekly scheduled hour~~
- ~~c. Laboratory = 0.682 for each weekly scheduled hour~~

- ~~3. The College shall adhere to the “17 Teaching Load Credits (‘TLC’)” per term “or 51 TLCs on an annual basis” workload standard provided in the Mechanical Technologies Interest Arbitration Award. Workloads above this standard are voluntary, and shall be compensated as overload, consistent with Article 26.2.3. The voluntary nature of overloads shall be subject to one exception as follows for Advanced Tech only: assignments may be made for each term consistent with current course configurations which exceed 17 TLCs (e.g. one 12-credit course with 24 instructional hours of lecture/lab, which equates to 18.912 TLC or two 6-credit courses with a total of 24 instructional hours of lecture/lab, which equates to 18.912) with overload compensated consistent with Article 26.2.3 for TLCs in excess of 17 per term.~~

- ~~4. Consistent with OAR 589-006-0050 (13), for purposes of awarding credit, "Clock or contact hours" means one clock (or contact) hour that is 60 minutes long. No more than 10 minutes of each hour can be used for a regularly scheduled break or passing period." The College shall inform faculty members that on average each weekly hour of instruction may have no more than 10 minutes of break time.~~
- ~~5. The College shall provide all future overload compensations consistent with Article 32.4, incorporating overload pay "into their pay in the month(s) in which the work is performed."~~
- ~~6. This MOA resolves the Advanced Tech grievance. This resolution is prospective, and the Association shall not pursue retroactive compensation related to lecture/lab workload for Advanced Tech for any period prior to Fall 2020.~~

Memorandum of Understanding (MOU): Assignment Rights

~~This MOU is intended to integrate the Main Agreement and MOAs governing contracted and part-time faculty assignment rights and is intended for heuristic purposes only. It does not alter any of these agreements, which retain their full authority; nor does it attempt to fully capture all elements of such agreements; consult these agreements for a full understanding of their provisions. This MOU addresses all assignments, unless otherwise modified by the College and the Association.~~

A. Academic Year Assignments are made in the following order:

- ~~1. — Contracted faculty (including temporary and teaching-only) are assigned their courses.~~
- ~~2. — Part time faculty with seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights.~~
- ~~3. — Part time faculty without seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights.~~

B. Summer Term Assignments are made in the following order:

- ~~1. — Contracted faculty (including temporary and teaching-only) are assigned their regular course load, if any.~~
- ~~2. — Part time faculty with seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights (see above).~~
- ~~3. — Remaining courses may be assigned to part time faculty without seniority or contracted faculty.~~

**~~MEMORANDUM OF UNDERSTANDING
BETWEEN
LANE COMMUNITY COLLEGE, THE LCC EDUCATION
ASSOCIATION, and CULINARY FACULTY~~**

~~A. The Memorandum resolves issues related to the Culinary Program workload, as follows:~~

- ~~1. The Culinary faculty workload is set at 17 TLCs with a maximum of 24 contact hours. This load is set in recognition of the program's historic workload level, and is effective September 2004 and continuing indefinitely if not otherwise modified through procedures provided in the Main Agreement and College policy.~~
- ~~2. Culinary faculty will receive retroactive compensation for assigned work in excess of 17 TLCs for the 2004 - 2005 through 2008-2009 work years, in arrangements to be determined and agreeable to the faculty members.~~

~~B. This Memorandum shall become effective upon execution by the parties.~~

MOA
~~JOINT WORKLOAD TASKFORCE SURVEY RESULTS AND WORKLOAD~~
~~FINDINGS~~

~~This is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA). All terms of the CBA remain in effect. The parties hereby agree to the following terms:~~

- ~~1. The survey results and workload findings contained in the spreadsheet herein comprise the survey results and workload findings of the Joint Workload Taskforce. The results and findings in the spreadsheet within this MOA include current workload parameters, including number of assignable credit hours, TLCs, preparations, and class sizes consistent with the Workload, Class Cancellation, and Enrollment Capacity MOA.~~

Advanced Tech	17; except Draftin g max is 15	51; except Draftin g max is 45				WLD111, 139, 140, 141, 142 have max of 5. ET121 has max of 16. ET229, 230, 234, 235, 236 have max of 18. CST 116, 118A, 118B, 118C, 119 have max of 20. DS260, DS 154, 155, 158, 256, 257, 269 have max of 24. CST 111, 122, 201 and ET129, 130 have max of 25. DRF 121, 137, 205, 207, 211, 210, 235, 236, 245 have max of 28. AM 145, 159, 242, 243, 244, CNC101, 102, 103, 108, 201, 202, 209, CST110, DRF 160, 220, MFG 101, 102, 103, 151, 152, 153, 209, 241, 242, 243, 244, 254, 255, have max of 30. WLD 112, 113, 114 215, 216, 217 have a max of 34. AM 143, 147, 149, 246, CST 110 and 211 have a max of 30 when cross-listed or stand-alone. WLD 121, 122, 143, 154, 159, 160, 242, 256, 257 have a max of 20 when cross-listed or stand-alone. WLD 151 has a max of 34 when cross-listed or stand-alone.	Workload arbitration on file
	15	45	2			BL234 has maximum class size of 24; all others have maximum of 28.	See 35.1.3
Anatomy and Physiology							

Art - MDTA	15	45					D 178*, D 179*, D 189*, D 194*, D 261, TA 153*, TA 253*, TA 298* have max size of 10. D 260 has max of 12. D 185*, D 186*, D 187* have max of 14. D 177*, D 183*, MUS 107, MUS 109, MUS 110, MUS 112, MUS 113, MUS 115, MUS 116, MUS 161, MUS 185, MUS 212, MUS 213, MUS 225, MUS 226, have max of 15. MUS 127, MUS 128, MUS 129, MUS 131, MUS 214, MUS 215, MUS 216, TA 121, TA 227 have max of 16. D 188, D 257, MUS 294 have max of 18. D 152*, MUS 103, MUS 118, MUS 119, MUS 211, MUS 224, MUS 261, MUS 262, MUS 263 have max of 20. D 153, D 161, D 172, D 176*, D 184*, MUS 111, MUS 114, MUS 201, MUS 202, MUS 203, MUS 205, MUS 293, TA 150 have max of 25. MUS 134 has a max of 26. TA 272 has max of 28. MUS 290, MUS 291, MUS 297 have max of 30. MUS 101 has max of 33. MUS 260, MUS 264, MUS 265, MUS 266, MUS 268, MUS 295 have max of 35. D 251 has max of 38. TA 140, 141, 142, 143, 144, 241, 242, and 243 have a total maximum of 24 when cross-listed or as stand alone classes. MUS 137 and MUS 138 have a total maximum of 20 when cross-listed or as stand alone classes. *These classes are often cross-listed.	Music has maximum of four courses per term and 12 courses per year.	
	Art - Media Arts	15	45		3	4	24		
	Art History	15	45		3	4	32		

Art -- Studio	15	45		3	4	ART 248, 255, 276, 277, 278, 291 have a max class size of 16. ART 117, 118, 266, 270, 271, 272, 273, 274, 275, 285, 286, 292, 293, have a maximum class size of 18. ART 115, 116, 131, 231, 234, 240, 281, 284, 294, 295, and 296 have a maximum class size of 23. ART 261 has a maximum class size of 25. ART 250, 251, and 253 have a max size of 18 when cross-listed or stand alone.	Each three-credit studio art class meets six hours per week of lec/lab at 4.49 TLCs. Independent study offered each term FWS equates to one section or 4.49 TLCs.
Aviation Academy (Flight Technology)		45				Class sizes outlined as follows, except when FAA restricts class size to fewer students. The maximum assignable class sizes are as follows: twenty (20) in FT228; twenty-five (25) in FT115, FT255; thirty (30) students in FT102, FT103, FT130; and thirty-five (35) in FT251, FT254, FT261.	
Aviation Maintenance		51				Maximum of thirty (30) students per class except when FAA restricts class size to fewer students.	
Biology	15	45		2		BI102D has maximum class size of 27; BI101, BI102D, BI102H, BI103F, BI103H, BI103J, BI213B, BI213Z have maximum class size of 24; BI101J, BI101K, BI102C, BI102E, BI102G, BI102I, BI103D, BI103E, BI103L, BI211, and BI212 have maximum class size of 26; BI101F, BI112 have maximum class size of 25	See 35.1.3

Business	15	45		4	4	BA214, BA249, BT015, BT108, BT122, BT144, BT150, BT163, BT220, BT223, BT230, BT271 have maximum class size of 24. BT272 has max size of 25. BT120, BT123 has max size of 27. BT278 has max size of 29. BT270, BT286 have max size of 30; BT165 has max size of 32. BA206, BA101, BA211, BA213, BA222, BA223, BA224, BA226, BA238, BA250, BA251, BA281, BT170, BT181, BT221, BT253, BT291 have max size of 35.	Two-year annual average of 45 TLCs with a maximum of four (4) preparations per term and a maximum of eleven (11) preparations per year. Lecture, lab, and reassignment /course release each count as one preparation. Two large lectures with two or three lab sections per term is also considered a full workload in a term.
Chemistry		see notes		4	see notes	Maximum class size is 24 in CH 104, 106, 114, and 150. Maximum class size is 27 for CH 112. Maximum class size is 12 for CH 241, 242, and 243 labs and 20 or 22 for other CH labs, except that lab size is 24 when only one lecture section is offered. Assignable class size is 24 (regular) or 36 (large), in CH 221, 222, 223, 241, 243, 243, and total assignable lab seats will equal total lecture seats in a given term. Two-year average calculation will be staggered per division practice, and shall automatically include new or revised classes in the discipline.	
CIT	15	45				CIS225, CS240U, CS240W, CS279, CS284, CS285, CS286, CS288, CS289 have maximum class size of 24. CIS140U, CIS125G, CIS125M, CIS126, CIS135G, CIS244, CIS276R, CIS287, CIS133JS, CIS133N, CIS161C+, CIS161P, CIS162C+, CIS162P, CIS188, CS233JS, CS233N, CS233P, CS234N, CS235AM, CS235IM, CS246, CS260, CS273, CS275, CS276, CS295N, CS295P, CS296N, CS296P, CS297 have a max size of 30. CIS195 has max of 33. CIS140W, CIS101, CIS125D have max of 34. CIS160, 1779, and 189 have max of 35. CS120 has max of 44.	

Early Childhood Education	15	45		4	4	ECE 170 and 240 have max size of 25; ECE 260 has max of 35. All other ECE have maximum of 30.	ECE 240 requires 9 lab hours per week with 6.138 TLCs (9 x 0.682).
Earth and Environmental Science	15	45		2		Maximum class size is 24.	See 35.1.3
EMS Program	15	45				EMT and Paramedic lecture courses (EMS 111, 201, 211, 212, 221, 222, 231, 232, 233, 241, & 242) have a maximum class size of 24. EMS lab courses (112, 251, 252, & 253) have a maximum class size of 12 (with a 4 students to 1 instructor ratio). All other EMS 100 level courses have a maximum class size of 30 (EMS 101, 102, & 103).	EMT Program admits one cohort per term. Paramedic program admits one cohort per year.
English	12	36	3			In cases where three (3) credit lecture courses in writing are taught, four (4) lecture courses with twenty-four (24) students each or 18 students in WR115, 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 in writing are taught, three (3) lecture courses with twenty-four students each or 18 students in WR115, which meet for four (4) hours per week for four (4) hours of credit (12 contact hours per week). Maximum of three (3) preparations. For literature and other courses with the ENG prefix, the assignable class size is 35. Regardless of the combination of writing, literature, or creative writing courses taught, 12 credits (12 contact hours per week) is 1.0 FTE.	Maximum enhanced class sizes are: 21 in WR115, 26 in WR 121, 122, 123, and 227.
ESL	15	45	3			Intensive English program courses have an maximum class size of 22; Community English program courses have an maximum class size of 25.	

Exercise Movement Science	15	45					FLS 190 has max of 30. FLS 110, 150, 160, 170, 185, 214 have max of 32. FLS 120, 130, 140 have max of 34.	
Health	15	45			3	4	Maximum class size is 30 except for HE 152, 209, 252, and 275 which are 34.	
Health Information Management	15	45			5		Max class size for HIM 270, 271, 275 (Coding) is 25. All other HIM have a max size of 35.	
Hospitality	15	45					HRTM 292 has max of 10. HRTM 110, 205, 209, 227, 228, 231, 260, 265, 275, 290 have max of 30. HRTM 100, 104, 106, 109, 140, 220, 230, 286 have max of 31. HRTM 105 has max of 35. HRTM 226 has max of 40.	
Languages	15	45			3		Maximum assignable class size of thirty (30) students, except for conversation classes, which have an assignable class size of twelve (12).	Fifteen (15) credit hours per term with a maximum of three (3) preparations per term and six (6) preparations per year
Math	15	45			3		Maximum class size for MTH 231 and 232 is 28; max for MTH 25 is 29. Maximum class size for MTH 20, 60, 65, 70, 82, 97, 98, 211, 212, and 213 is 31; maximum class size for MTH 242 is 33; MTH 105, 106, 107, 112 have a max of 34. MTH 241, 243 have max of 35. MTH 52, 75, 85, 95, 111, 251, 252, 253, 254, 255, 256, 260, 261, and 265 have max of 36. ENGR 221 has max of 24. ENGR 211, 212, 213 have max size of 33. ENGR 101, 102, 115 have max of 36.	A five-hour (5) MRC assignment is the equivalent to three (3) TLCs. A 1.0 FTE assignment may range 44-46 TLCs/year
Medical Assisting	15	45					Maximum class size is 24. Max size for lab is 8; max size for Co-Op clinic is 24.	

Nursing	15	44-46				Forty-four (44) to forty-six (46) TLCs annually, which includes teaching and/or clinical assignments. Each weekly hour of clinical equates to .841 TLCs. Each actual teaching hour equates to .098 TLCs (based on 10.25 denominator). Each team lead assignment equates to 1.25 TLCs.	
Physical Education	15	45				PE101, 104, 106, 107, 108, 110, 111, 117, 119, 120, 133, 136, 137, 138, 146, 147, 237 have max size of 30. PE122, 142, 143, 144, have max of 25. PE134, 139 have max of 20. PE113 and 114 (fitness center) have max of 150. PEAT 245 has max of 15; Track & Field PEAT classes have max of 40; all other PEAT have max of 20.	Seven 1-credit PE sections per term at .143 FTE each = 1.0 FTE. A three-hour FEC assignment is equivalent to a 1-credit PE section at .143 FTE. A PE 113/114 assignment = .314 FTE.
Physical Therapy Assistant	15	45				Online lecture class max is 28. Max class size for labs is 20. (20 at LCC; 8 is max at RCC) Clinical max class size is 14.	Lab class sizes are dependent on campus. (e.g. 8 at RCC). Lab instruction ratio is 1:12.
Physics	15	45	2			Maximum class size is 24.	A 1.0 FTE assignment may range 42-48 TLCs/year
Social Science	15	45	450	3	4	Maximum 450 weekly student contact hours can be obtained in the following workload examples: Five 3-credit classes with assignable class size of 30 students. Four 3-credit classes with assignable class size of 37.5 students. Four 4-credit classes with assignable class size of 30 students. Three 4-credit classes with assignable class size of 37.5 students.	Maximum class sizes: CIA 214 is 24; ANTH101, 103, ECON 200, PSY201, 202, 203, 215, SOC204, 206 are 34 (or 41 for "biggs").

Speech Communication	16	44	3	Maximum class sizes are 25 with the following exceptions. COMM105 has a maximum class size of 33. Maximum class sizes are: COMM100, 112, 115, 218 are 28; COMM 111 is 27.	Three (3) or four (4) four-credit sections per term for a maximum of twelve (12) or sixteen (16) credit hours per term and an annual maximum of 44 credits with a maximum of three (3) preparations each term and a maximum of six (6) preparations each year.
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~~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, the workload TLC factor for nursing clinical shall be 0.841.~~

~~MOA: STEP CORRECTION~~

~~In recognition of the requirements of Oregon's Equal Pay Act and inconsistencies and disparities in initial salary schedule placement remedied for new faculty hires beginning Fall 2019, and in recognition that contracted faculty hired before Fall 2019 were disparately impacted and not provided the same remedy as newly hired contracted faculty, the parties hereby agree to the following terms:~~

- ~~1. Contracted faculty hired prior to Fall 2019 and who are not currently on the top step shall receive one salary step increase retroactive to July 1, 2019.~~

~~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. 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.~~

**MEMORANDUM OF AGREEMENT
BETWEEN
~~LANE COMMUNITY COLLEGE and THE LANE COMMUNITY COLLEGE
EDUCATION ASSOCIATION (LCCEA)~~**

April 6/2015

- ~~A. This Memorandum modifies the Workload, Class Cancellation, and Enrollment Capacity MOA and the Enrollment Capacity Implementation Process Agreement as follows:~~
- ~~1. For courses where there is no difference in the number of sections and credits reduced (per the Implementation Process Agreement and associated spreadsheet) when three additional students are added instead of four, the number of additional students per section shall be reduced by one (e.g. from 4 to 3 additional students):~~
 - ~~2. Starting Summer 2015, for sections with an assignable class size of 24 or fewer, the number of additional students per section shall be reduced by one (e.g. from 4 to 3 additional students); except as provided in 2A, below:~~
 - ~~A. With the exception of Writing 115 sections (which will be reduced from 4 to 3 additional students), the number of students per section allowed to be enrolled above the assignable class size for the selected writing classes in the Language, Literature, and Communication Division, will be further reduced by an additional student (e.g. from 4 to 2 additional students):~~
 - ~~3. The number of students per section allowed to be enrolled above the assignable class size for the COMM 111 sections will be reduced by two students (i.e., from 4 to 2 additional students)~~
 - ~~4. The College and Association shall create a taskforce to develop a proposal on universally adopting the use of class wait lists:~~
 - ~~5. Article 2 of the Workload, Class Cancellation, and Enrollment Capacity MOA shall be amended as outlined below:~~
 - ~~6. The Faculty Professional Development FY15 carryover shall be reduced by \$160,000.~~
 - ~~7. The College and Association shall collaborate on how we plan to communicate to faculty regarding this Agreement.~~
 - ~~8. The number of additional students allowed by the Enrollment Capacity Implementation Process Agreement shall be set at these numbers as revised above.~~
 - ~~9. Going forward, per the Enrollment Capacity Implementation Process, the College and the Association will review this process annually during winter term.~~

MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY

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~~2. Class Cancellation:~~ Within the timeframe of 4 weeks to 15 calendar days prior to the first day of a term, a class will not be canceled if it is 40% enrolled of an assignable class size.

Within the timeframe of two weeks before the beginning of a term and the first day of the term a class will not be canceled if it is at least 70% enrolled of an assignable class size.

...

- ~~B. This Memorandum shall become effective upon execution by the parties.~~

Memorandum of Understanding (MOU): Assignment Rights

~~This MOU is intended to integrate the Main Agreement and MOAs governing contracted and part-time faculty assignment rights and is intended for heuristic purposes only. It does not alter any of these agreements, which retain their full authority; nor does it attempt to fully capture all elements of such agreements; consult these agreements for a full understanding of their provisions. This MOU addresses all assignments, unless otherwise modified by the College and the Association.~~

A. Academic Year Assignments are made in the following order:

- ~~1. — Contracted faculty (including temporary and teaching-only) are assigned their courses.~~
- ~~2. — Part-time faculty with seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights.~~
- ~~3. — Part-time faculty without seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights.~~

B. Summer Term Assignments are made in the following order:

- ~~1. — Contracted faculty (including temporary and teaching-only) are assigned their regular course load, if any.~~
- ~~2. — Part-time faculty with seniority rights are assigned available courses, consistent with Article 34.5.3 seniority rights (see above).~~
- ~~3. — Remaining courses may be assigned to part-time faculty without seniority or contracted faculty.~~

~~MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY~~

- ~~1. **Workload:** The College and Association shall establish a Joint College Association Workload Taskforce charged with the following:~~

~~By March 31, 2015, the Joint Workload Taskforce shall survey all Division/Department/Program Managers and Faculty members in order to collect workloads for all college Divisions/ Departments/Programs. The survey instrument shall solicit all current workload parameters, including number of assignable credit hours, TLCs, preparations, and class sizes.~~

~~The Taskforce shall attempt to collaboratively resolve issues within the workload findings.~~

~~The results of the survey and workload findings will be placed in a Memorandum of Agreement.~~

~~Any disputed findings shall be processed as provided in Article 35.4.~~

- ~~2. **Class Cancellation:** Within the timeframe of 4 weeks to 15 calendar days prior to the first day of a term, a class will not be canceled if it is 40% enrolled of an assignable class size.~~

~~Within the timeframe of two weeks before the beginning of a term and the first day of the term a class will not be canceled if it is at least 70% enrolled of an assignable class size.~~

- ~~3. **Enrollment Capacity:** Beginning Summer 2014, enrollment capacity will be increased by up to four (4) students in selected courses resulting in reduction of a minimum of 1550 credits over the course of one year.~~

~~The College and the Association will collaborate and agree on the process for determining enrollment capacity enhancement as outlined above. The College and Association agree to review the process for operationalizing enrollment capacity annually.~~

Enrollment Capacity Implementation Process

~~The following constitutes the College–Association agreed upon process for implementing Article 3 of the MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY (see below) for the 2014–2015 year:~~

- ~~1.——The attached class enrollment capacities spreadsheet for FY15 identifies current class sizes and sizes enhanced in recognition of anticipated attrition.~~
- ~~2.——Enhanced class sizes will be set at these numbers during each term schedule build for FY15, excluding summer 2014. All enhanced sections will be z-coded by the College by 8 a.m. of the Friday of the first week of each term.~~
- ~~3.——The College and the Association will jointly review course enrollments on Monday of Week 5 in each Academic term (F14, W15, P15). This information will be used for annual review; the College and Association may agree to revise this plan on a term by term basis during the FY15 year that results in the same total savings.~~
- ~~4.——The College and the Association will review this operationalizing process during the fifth week of winter term for implementation for the next fiscal year and annually thereafter.~~