

ARTICLE THREE – RECOGNITION/EXCLUSIVE BARGAINING AGENT

- 3.1 The College recognizes the Union as the sole and exclusive representative for all bargaining unit members with respect to all matters arising as a result of the member's status as an employee of the College, including all matters bargainable by law.
- 3.2 The following definitions shall apply:
- 3.2.1 Confidential/Supervisory: As defined by the Oregon Revised Statutes.
- 3.2.2 Personal Services Contract: As defined by the Oregon Revised Statutes. This person has special skills that are not needed by the College on a permanent basis, but that are required on a short-term or sporadic basis.
- 3.2.3 Temporary Agency Employee: A temporary short-term source for emergency work when a substitute or on-call person is not available. The purchasing director contracting a temporary agency employee through a purchase order will send a copy of the document to the appropriate vice president, the Chief Human Resources Officer and the Union president. No purchase order may include payment of any economic benefit other than compensation for hours worked. The intent of the use of a temporary agency employee is on an emergency basis until a substitute, on-call, or regularly hired person may be secured or the emergency ends.
- 3.2.4 Apprenticeship: An employee working under a bona fide apprentice program. Apprentices will not be used as a replacement for bargaining unit members.
- 3.2.5 Project Employee: A classified employee with specialized skills working on a defined task with a definite starting and projected ending date. At the end of the project, the job, and the need for the employee on that defined task, ends. Prior to any person being contracted to do project work, the project must be pre-authorized by the appropriate vice president and by Human Resources. Within seven working days of the authorization, the Union president must be notified of the project and the person contracted to complete the project. If the person is employed to do multiple projects, each project must be pre-authorized and the person's employment must not exceed two years. If this condition is violated, the person becomes eligible for bargaining unit status. A person hired to complete designated projects for the College shall not have worked for the College in any other capacity for 12 months prior to being hired for the project, during the project period, or for 12 months after the project work is completed.
- 3.2.6 Authorized Leave: Leave approved by the contract or the department chair/manager granted to a bargaining unit member. Authorized leave is granted for a specific period of time for reasons which may include use of granted leave such as vacation, sick leave, personal leave, leave without pay, medical leave due to on-the-job injuries or other doctor-approved leave.
- 3.2.7 Student Worker: Employees of the College who are in positions that are declared "Student Worker" or "Student Employee" can be declared exempt from the bargaining unit under the following conditions:
- 1) "Student" is defined as a Lane Community College credit student enrolled at or above the half-time level of 6 college credits each term he or she is employed. The one exception is for "Student Worker" positions in Food Services. Food Services Student Workers are not required to be in a culinary major or discipline to be employed.
 - 2) The student is employed in a position that can be filled only by a qualified student. The position will provide a learning environment for students in their discipline and/or major area of study. The position may also be a position of a student mentor.
 - 3) Only students who are currently enrolled can be exempted and the number of terms of eligibility is limited to 9 terms.
 - 4) The student works under the direction of a permanent employee.

- 5) The student must obtain any state or local permits as required to work such as a Lane County Food Handlers Permit.
- 6) The student must provide proof of enrollment such as a printed schedule from ExpressLane or a billing statement.
- 7) The intent of these guidelines is for the College to distinguish between those individuals who are primarily students and those individuals who are primarily hourly classified employees.

Student workers are intended to augment contracted bargaining unit employees, not replace them. When a classified position is declared to be a "Student Worker" position, an explanation for the exemption from the bargaining unit will be written and placed on file in the department to be held for review upon request. The reviewing parties can include Human Resources, Affirmative Action/EEO, the Union, and any affected employees.

- 3.2.8 For students enrolled for 6 credits or more during the summer term, who are hired to perform student worker duties, starting with the summer term of 2012, the College shall count Summer Term as one (1) of the nine (9) academic terms referenced in Article 3.2.7.(3) for "student worker" employment. These student workers shall be classified as "C4" workers.
- 3.2.9 Students who are working in hourly employment assignments in the Summer Term, but who are not enrolled for six (6) or more credits shall be hired as hourly Classified employees ("C3" employment status). For students who work as "C3" employees during Summer Term, their work during Summer Term shall not count as one (1) of the nine (9) terms of allowable student worker employment under Article 3.2.7. (3). If the student has not completed their nine (9) terms, and the student meets "student worker" guidelines, they will return to "C4" status the next term.
- 3.2.10 Retirees: For employees who have retired from LCC and are re-hired on a part-time basis, the hours worked in a 12-month period as a permanent LCC employee shall be excluded from the 1040-hour limitation. This agreement shall be retroactive to include employees who have retired since June 30, 1995.

3.3 The classified bargaining unit is defined as follows:

- 3.3.1 Classified employees hired into a budgeted position of .500 FTE, or over, will be in the bargaining unit and will receive all benefits associated with being bargaining unit members. Supervisors, confidential employees, persons working in a position of apprentice, and persons hired under a personal service contract or placed through a temporary agency shall not be members of the unit and shall not receive any type of benefit associated with being a bargaining unit member.
- 3.3.2 All regular less than .500 FTE classified employees, excluding supervisory, confidential, apprenticeship, personal services contract, temporary agency and casual employees, and those employees included in other bargaining units, will be in the bargaining unit.
- 3.3.3 A documented and competitive hiring process shall be used for all hourly classified employees defined in Article Three. The limit for all non-competitive hires shall be 22 working days per employee per twelve-month period, and no more than 1039 total aggregated hours per fiscal year for all such non-competitively hired employees who report to a single manager. Public posting of all classified assignments shall occur not less than five (5) working days prior to the deadline for applications to be submitted. All applicants shall be required to submit an LCC application for employment and the department's competitive hiring process must be documented.
 - 3.3.3.1 When an employee who is not in a budgeted position works 1040 hours or greater than .500 FTE in any consecutive 12-month period, the College shall either establish a budgeted position as per Article 3.3.4.3 or discontinue the assignment and provide the employee with benefits as per Article 3.3.5. If the College maintains that assignment as a permanent budgeted position, then the employee who had been in that position shall be eligible to apply for that position as an Internal Candidate. This eligibility shall be limited to the specific assignment that is being made a permanent budgeted position.

- 3.3.3.2 Formal Leave Backfill: An hourly classified employee may exceed the 1039-hour limitation to backfill a contracted position when a contracted classified employee is on specific forms of officially approved leave including a formal medical leave or has been recalled to active military duty for a period in excess of fourteen days. Examples of officially approved leave include, but may not be limited to, medical, parental, family medical, political, jury duty, Worker's Comp (including modified duty), and military leave. However, hours worked to cover for classified employees on vacation leave or personal leave are not exempt from the 1039 limitation. This exemption is limited to 120 working days from the time the contracted classified employee begins the approved medical leave regardless of the hours that the hourly classified employee has worked for the College. If the officially approved leave including formal medical or military leave exceeds 120 days, the hourly classified employee is extended a temporary contract to fulfill the remaining leave time or the position is vacated and filled through the hiring process. The hours worked during the 120-working day exemption period in excess of 1039 hours will not count against the employee total hours limitation. Backfill for leaves approved under Article 15.1 shall require mutual agreement of the College and the Union.
- 3.3.3.3 If the College establishes a budgeted classified position based upon a violation of the 1039 rule in Article 3.3.4, an internal hiring process shall be used to fill the position consistent with Article 11.6. Notwithstanding any other contract provisions, the employee who was in the position when the 1039-hour violation occurred will be allowed to apply as an internal applicant.
- 3.3.4 If the position does not become an approved budgeted position, the employee will receive the following benefits even if employment is discontinued:
 - 3.3.4.1 Six (6) months of employee-only insurance benefits;
 - 3.3.4.2 Seniority, as defined in Article 11.3., holiday, pro-rated vacation, and sick leave benefits retroactive to the first month of the 12-month period in which 1040 hours was worked; and
 - 3.3.4.3 Layoff/recall rights as defined in Article 11, Section 11.4 (Layoffs/Recall), excluding bumping rights.
 - 3.3.4.3.1 If the employee is laid off but continues to work on a timesheet during the 12-month recall period, the layoff/recall period shall be reset for a new twelve-month period each time the hours worked in any consecutive 12-month period reach 1040 hours. (Hours worked will be monitored monthly during the 12-month recall period for this purpose.)
 - 3.3.4.3.2 If the hours worked are less than 1040 hours for each consecutive 12-month period throughout the 12-month recall period, the employee's name will be removed from the recall list.
- 3.3.5 All hours worked by any classified employee, beginning January 1, 1995, will count toward one total FTE with the exception of work completed in the following categories: project, apprentice, temporary agency or personal services contract. For example, if an employee is hired to fill a budgeted or non-budgeted position of 832 hours (.400 FTE) and works an additional 416 hours (.200 FTE) during the same 12-month period in any capacity as a classified employee (except as noted above), the FTE of the person will be considered .600 FTE for that 12-month period. The College will maintain a computer reporting system which will provide a list of hourly classified employees, first date of hire, their current department(s), pay level(s) and step(s) and the current number of total college hours worked on a monthly basis for the previous 12-month period.
 - 3.3.5.1 Employees who are contracted for less than full time work, and work additional non-contracted hours in the same classification and the same department, shall have their

contracted FTE reviewed each fiscal year for consideration to increase the contracted FTE.

3.3.5.2 Classified employees who work <.500 FTE, except as noted in Article 3.3.2, will not be assigned work in the same classification and department that could be assigned to increase the contracted FTE of an employee.

3.3.5.3 Employees in budgeted positions at or above .500 FTE and below 1.000 FTE who work additional hours in another classification and/or department, will have their total hours count toward Fringe Benefits as outlined in Article 13.1.1.

3.3.5.3.1 A review of the hours worked in the 12-month period beginning October 1 and ending September 30 will occur when the employee reaches 520 hours for consideration to increase the contracted FTE.

3.3.6 Projects

Project work is considered a specific, non-repetitive type of task which requires a person with special skills. Persons may be hired for specific projects for no longer than a consecutive 24-month period after which a 12-month break in service must occur. The employee may work multiple approved projects during the 24-month period. A person hired to complete designated projects for the College shall not have worked for the College in any other capacity for 12 months prior to being hired for the project, during the project period, or for 12 months after the project work is completed. Employees working on specific approved projects shall not be bargaining unit members nor receive any benefits associated with bargaining unit status unless their employment exceeds a consecutive 24-month period. At such time, the employee will achieve bargaining status and will receive the associated benefits.

3.3.7 This Article in no way attempts to interfere with the Union's ability to secure or retain bargaining unit members.