

ARTICLE ELEVEN – PERSONNEL POLICIES

11.1 Personnel Files

- 11.1.1 Classified employees shall have the right, upon request, to review the contents of their own personnel files, exclusive of materials received prior to the date of employment by this College. One official personnel file shall be maintained by the College. The official personnel file for all employees shall be located in the Human Resources Department.
- 11.1.2 A representative of the Union or counsel for the employee may, at the employee's request, accompany the employee in this review.
- 11.1.3 Departmental and confidential working files may be maintained by the College and supervising managers. Materials maintained in a departmental working file or the manager's confidential working file, but not placed in the employee's official personnel file in Human Resources (consistent with Article 11.1.4.) within ninety (90) calendar days of their development and placement in the confidential working file shall not be used in any discipline or dismissal proceedings. All materials placed in the departmental working file and all materials maintained in the supervising manager's confidential working file shall include the date that the materials were placed in the file, the date of the occurrence, and/or the date when the information was first known by the supervising manager, and the signature or initials of the supervising manager. Negative materials will be dated, signed and placed in the confidential working file on the earlier of the development of such materials, the date of the actual incident or occurrence, or when the information was first known to the responsible manager. The documents in the separate and confidential developmental working file may be maintained by the responsible supervising manager so long as any materials to be used for discipline or dismissal are first shared and processed with the employee within ninety (90) calendar days of their development (consistent with Article 11.1.5.) before being placed in the official personnel file in Human Resources. Simultaneous to placing any materials in the official personnel file in Human Resources proper notice must be provided to the employee consistent with Article 11.1.5.
- 11.1.4 All material in the official personnel file in Human Resources must be signed by the source of the material and dated.
- 11.1.5 The employee shall be provided a copy of any negative, evaluative or disciplinary material to be placed in the official personnel file in Human Resources. Should such negative material be in the form of an evaluation, specific written recommendations for improvement shall be included. The employee reserves the right to include in the official personnel file a written response to all materials placed in the file, and this response shall be filed with the material in question. In any event, whenever material is to be placed in an employee's official personnel file in Human Resources it is agreed that the employee will sign the material to acknowledge having seen it.
- 11.1.6 The employee shall have the right to include in the official personnel file in Human Resources any material or information considered germane to that employee's career.
- 11.1.7 If there is no documentation of related or additional personnel actions in the official personnel file in Human Resources by the end of one year, the employee shall have the right to consult with the Chief Human Resources Officer with respect to what materials shall be retained in or purged from the official personnel file in Human Resources. If the Chief Human Resources Officer denies the employee's request to remove negative materials after one year, the employee shall have the right to appeal this denial to the next higher management level above their responsible supervisor. If the appeal is denied, the employee shall be provided a written explanation for the denial. Subsequently, if the Chief Human Resources Officer denies the employee's request to remove negative materials after one year, and there are no additional or related personnel actions or documentation after two years from the original date of placement in the official personnel file, then the employee may submit a second request to the Chief Human Resources Officer that the negative materials be expunged from the employee's official personnel file in Human Resources, and the second request to remove

specific negative materials shall be honored so long as there are no additional or related personnel actions or documentation after two years from the original placement of the documentation in the official personnel file in Human Resources. It shall be clear that these guidelines apply to removal of documentation and negative materials of a disciplinary nature and that these guidelines do not apply to the official annual performance evaluations. The official annual performance evaluations shall not be subject to removal from employees' official personnel files in Human Resources.

11.2 Trial Service Period

11.2.1 The trial service period is an integral part of the employee selection process and provides the College with the opportunity to observe an employee's work, skills and compatibility with department employees, aid employees in adjustment to their positions, and provide the College with the opportunity to reject any employee who fails to meet required standards.

11.2.2 Except as noted in Article 11.2.4., the Union recognizes the right of the College to terminate employees on initial trial service status for any reason without recourse to appeal.

11.2.3 Initial Trial Service

(New Employees Hired into budgeted positions of .500 FTE or greater)

11.2.3.1 Every new employee hired into the bargaining unit shall serve a trial service period of not more than six (6) months. The supervisor may move the employee to permanent status at any time within the six (6) months by completing the evaluation process (See Article 11.10.4.).

11.2.3.2 A trial service employee with performance problems shall be given a written or verbal progress report and a minimum of ten (10) working days to improve the performance deficiencies. The ten (10) day performance improvement period will be waived in exigent circumstances. A trial service employee with behavioral problems may be terminated immediately.

11.2.4 Current Employees in New Positions

(For employees hired into budgeted positions of .500 FTE or greater)

11.2.4.1 Employees promoted or transferred into a position in a different classification shall serve a trial service period of three (3) months. If the College determines that an employee on trial service is unable to perform satisfactorily in the new position, such employee shall have the option of reverting to his/her previous position if that position exists. If the previous position no longer exists, the employee shall be subject to the provisions of Article Eleven, Section 11.4. (Layoffs/Recall).

11.2.5 Initial Trial Service (For less than .500 FTE bargaining unit employees)

11.2.5.1 For a less than .500 FTE bargaining unit employee, the trial service period will be 1040 hours. Classified hours worked beginning July 1, 1997 will count toward the trial service period.

11.3 Seniority

or employees hired into budgeted positions of .500 FTE or greater)

11.3.1 Seniority, as used in this Agreement, means a permanent employee's length of continuous fulltime service with the College since the employee's last date of hire. An employee who has not completed the trial service period shall not be considered to have seniority. An employee shall lose all seniority credit in the event of termination or failure to return from an authorized leave of absence within the specified time.

11.3.2 If a less than .500 FTE bargaining unit employee receives a permanent assignment in the same department and classification, without a break in service exceeding 120 calendar days, he/she will be placed on probation as a new hire.

11.3.2.1 At such time that the probationary period is satisfactorily completed, the employee's bargaining unit effective date will be the date of hire into the bargaining unit position. Seniority will be calculated from the original hire date but shall not exceed 24 months.

11.3.3 A bargaining unit employee's seniority shall be based on a ratio of the past continuous work schedule or total hours worked to the fulltime standard. (Example: 4 continuous years of halftime 20 hours per week equals 2 years of seniority)

11.4 Layoffs/Recall

(For employees hired into budgeted positions of .500 FTE or greater)

11.4.1 Layoffs

11.4.1.1 Human Resources shall provide the Union with notice of the College's intent to lay off unit employees as soon as Human Resources becomes aware of such intent.

11.4.1.2 Employees who are targeted for layoff or reduction shall receive at least twenty-one (21) working days advance notice of implementation.

11.4.1.2.1 Such advance notice may be reduced as a result of efforts to implement the procedures required by 11.4.1.8.1 through 11.4.1.8.4 by mutual agreement between the College and the Union.

11.4.1.2.2 If the targeted employee's position is funded by grant funded monies, such advance notice may be reduced.

11.4.1.3 Employees shall be terminated or laid off in the following order:

11.4.1.3.1 non-bargaining unit employees by job family college-wide.

11.4.1.3.2 less than .500 FTE bargaining unit employees by job family college-wide.

11.4.1.3.3 .500 FTE or greater employees on trial service by job classification college wide.

11.4.1.3.4 permanent .500 FTE or greater employees by job classification college-wide.

11.4.1.3.5 Job Families shall be as defined in Appendix C.

11.4.1.4 Within classifications, any reduction in the work force of .500 FTE or greater employees shall be made in inverse order of seniority.

11.4.1.5 However, employees being retained must be qualified for the job to which they are assigned. Disputes regarding such qualifications shall be resolved through the grievance procedure.

11.4.1.6 No employee shall be required to "bump" or accept recall to a position of lesser FTE or salary unless he/she desires to do so. Refusal of such a position shall not affect an employee's right to recall. Employees shall be offered jobs outside their campus group except that employees have the right of refusal of the job offer without losing recall rights. An employee will be offered one bona fide bumping opportunity (see 11.4.2.1.3.1.). The campus groups are defined as:

- 1) Main, Downtown Center and associated downtown locations
- 2) Flight Technology Center and Aviation Maintenance
- 3) Cottage Grove
- 4) Florence

11.4.1.7 An employee who replaces a .500 FTE or greater bargaining unit employee on an approved leave of absence and becomes a .500 FTE or greater bargaining unit employee as a result, will, upon termination, have benefits as described in 3.3.4.

11.4.1.8 A more senior employee whose regular position is reduced or eliminated by the College may "bump" a less senior employee or be transferred by the following procedure:

11.4.1.8.1 If a vacancy exists within a targeted job family and there is no employee on the recall list in the same job classification, any person who is to be laid off, reduced, or is on the recall list, who is or was employed in a position within that job family, will be considered. Any other person on the recall list or any current LCC employee may apply. If no candidate is selected from one of the categories described above, the most senior qualified employee on the recall list, who was laid off or is to be laid off from a position in the job family at a pay level greater than or equal to that of the vacant position, shall be offered the position so long as the employee meets the minimum qualification for the posted job. If the employee rejects the position of equal or greater FTE at an equal or greater salary level than that formerly held by the employee, the employee will no longer have recall rights.

11.4.1.8.2 If no appropriate vacancy exists, the employee shall be permitted to "bump" the least senior employee, college wide, in his/her job classification. Employees working less than 1.00 FTE may not "bump" employees working 1.00 FTE.

11.4.1.8.3 If there is no employee in the job classification with less seniority, the employee shall be permitted to "bump" the least senior employee within his/her job family at the same pay level in a position for which the employee is qualified. If there is no employee with less seniority in the job classification in the same job family at the same pay level, the employee shall be permitted to "bump" the least senior employee in the next job classification at the next lowest pay level in the same job family, successively, through the job classifications in that family.

11.4.1.8.4 Employees who "bump" into positions of a different job classification shall serve a three (3) month probationary period in the new classification unless the "bumping" employee has served at least ninety (90) days service in that job classification previously. The parties agree that orientation will be provided to the individual job assignment. The employee and his/her supervisor may identify specific training needs. During this period, either the employee or his/her supervisor may terminate the placement. The employee will again proceed through the layoff procedure described in 11.4.1.8.1 above. If no placement is possible, the employee will return to the recall list for the remainder of their recall time (i.e. time spent in the probationary status shall not be deducted from the employee's available recall time).

11.4.2 Recall

11.4.2.1 Employees who are laid off shall be recalled, in order of seniority, as positions become available in the classification from which they were laid off. Employees who were laid off from positions at a FTE of less than 1.00 shall not be placed in 1.00 FTE positions. (See also 11.4.1.8.1)

- 11.4.2.1.1 No new employees shall be hired into a classification in a position for which a qualified laid-off employee has the right of recall.
- 11.4.2.1.2 Laid-off employees shall retain the right of recall for twenty-four (24) months from the date of layoff.
- 11.4.2.1.3 Upon refusal of a bona fide written job offer from the College, a laid-off employee who refuses a non-grant funded position of equal or greater FTE at an equal or greater salary level than that formerly held by the employee shall be removed from the recall list.
 - 11.4.2.1.3.1 A bona fide offer is an offer for a job in the same classification, equal or greater FTE and equal or greater salary at a job site that is within a campus group (see 11.4.1.6.).
- 11.4.2.1.4 The Union shall receive copies of recall notices.
- 11.4.2.1.5 Employees on the recall list shall retain previously earned seniority but shall not accrue seniority while on lay off. They shall receive any cost-of-living adjustment which the employee would have otherwise received. They shall retain the benefit of tuition-free class attendance as stated in Article 13.2. No other benefits shall accrue during the period of layoff. Employees on the recall list shall have rights to any job posting for which they meet the minimum qualifications for the job description and are able to perform the essential functions before that position is posted for internal applicants.
- 11.4.2.1.6 Employees who are recalled into positions of a different job classification shall serve a three (3) month probationary period in the new classification unless the recalled employee has served at least ninety (90) days service in that job classification previously. The parties agree that orientation will be provided to the individual job assignment. The employee and his/her supervisor may identify specific training needs. During this period, either the employee or his/her supervisor may terminate the placement. The employee will again proceed through the layoff procedure described in 11.4.1.8.1 above. If no placement is possible, the employee will return to the recall list for the remainder of their recall time (i.e. time spent in the probationary status shall not be deducted from the employee's available recall time).
- 11.4.2.2 The laid off employee may continue to be covered by contractual insurance programs during the layoff period by reimbursing the College in advance for applicable premiums as provided by the College's master insurance contracts.
- 11.4.2.3 For the purpose of layoff and recall, an employee who is hired into a grant-funded position on or after August 1, 1994, shall be considered to have seniority only for grant-funded positions funded by that program or department. A grant-funded employee shall be considered to have seniority for the purposes of layoff-recall after that employee has thirty-six (36) months of seniority in a position(s) funded by that program or department. After this date, and after the recall or offer of recall to laid-off contracted non-grant employees, the employee will have the same recall and layoff rights as laid off contracted non-grant employees. Employees in these two categories shall be advised of grant termination as soon as such notice is provided to the College. An employee who is funded by a grant and who was hired into the bargaining unit prior to August 1, 1994, shall retain all recall and layoff rights guaranteed under this contract.

11.4.2.4 An employee who is funded jointly by grant and non-grant monies must be funded at .500 FTE or greater from the non-grant monies to attain all layoff and recall rights. Layoff and recall rights apply only to the non-grant portion of the employee's jointly funded position.

11.4.2.5 If the College chooses to transfer an employee to grant-funded resources, the employee shall not lose rights designated in this Article for layoff and recall. If an employee transfers from a position funded by grant resources to a position that is not grant-funded, the employee's seniority shall be calculated from the original date of hire into the grant-funded position provided there is no break in service.

11.5 Reassignments

(For employees hired into budgeted positions of .500 FTE or greater)

11.5.1 In the event it becomes necessary for the College to assign an employee to a different position, such reassignment shall not be made for disciplinary reasons.

11.5.2 No such reassignment shall be made for performance reasons unless and until the employee has been evaluated in writing and placed on a plan of assistance which provides at least sixty (60) calendar days for correction of noted deficiencies. The employee who is to be reassigned shall be given at least thirty (30) calendar days prior notice of such action. If the reassignment is to a lower classification, the employee shall continue to be paid at their former rate for thirty (30) calendar days.

11.5.3 The new salary schedule placement for an employee being reassigned to a position in a lower level due to inability to perform shall be his/her same step in the lower range.

11.5.4 Any other reassignment shall not result in a loss of wages.

11.6 Notice of Vacancies

11.6.1 When a vacancy occurs, the posting will first be made available to internal candidates for a period of not less than five (5) working days. An internal candidate is defined as a current .500 FTE or greater unit employee or an hourly classified employee who was hired by means of a documented competitive process, has completed 1040 hour trial service, and has worked at least 520 hours in the preceding twelve (12) months.

11.6.2 The maximum number of internal applicants that may be required is three (3) per internal posted vacancy. Any unit employee who meets minimum qualifications will be interviewed as part of the internal process. When there are a minimum of three (3) internal applicants and at least one (1) internal applicant meets the minimum qualifications for the posted job vacancy all internal applicants who meet the minimum qualifications will be interviewed. The internal interview shall be conducted based upon objective criteria including the essential job functions and the employee's prior performance. All internal candidates who meet the minimum qualifications, whether or not selected, will be provided the reasons in writing and developmental feedback. The College will provide timely notice, including developmental feedback, to all internal applicants before vacancies are posted externally.

11.6.3 If no internal candidate is selected for the position, or if fewer than the minimum number of internal applicants applies for the opening, the posting will be extended to external applicants, with the internal applicants remaining in the application pool.

11.6.4 Bargaining unit applicants shall be given preferential consideration, if, in the College's judgment, their qualifications are equal to those of outside applicants.

11.6.5 When two or more employee applicants are considered equal, College seniority shall be the determining factor regarding which candidate gets the job offer.

11.7 Requests for Reclassification Review
(For employees hired into budgeted positions of .500 FTE or greater)

11.7.1 Application

11.7.1.1 An employee who believes that his/her job is improperly classified may submit a completed classification review form and job description questionnaire to the Human Resources Department with a copy provided to his/her supervisor. The reclassification applications must be submitted by April 1 and October 1 of each year and these dates shall be considered the effective dates of the reclassification request. An employee may submit a reclassification request only once every twelve (12) months, or whenever they are temporarily assigned by their immediate supervisor to a higher classification for more than ninety (90) calendar days (see Article 16.6.2).

11.7.1.1.1 Human Resources will verify receipt of the completed classification review form and job description questionnaire by the immediate supervisor and will obtain statements of agreement and/or disagreement. The immediate supervisor has ten (10) working days to return the completed review form and questionnaire to Human Resources. The immediate supervisor shall consult with the respective Executive Dean or Vice President and the Chief Human Resources Officer (CHRO) during the ten (10) working days. The CHRO and the Union President, or designee, shall be ex-officio members of each reclassification team.

11.7.1.1.2 The employee and the immediate supervisor will be advised of the progress of the reclassification request at seven (7) key points:

- (1) Initial receipt by Human Resources;
- (2) The date of a scheduled desk audit;
- (3) The employee will be notified of the allocation decision within forty-five (45) working days of the initial receipt of the completed request. The LCCEF President shall also receive a copy of this notification. The allocation decision will include an explanation of the decision and a copy of the supervisor's comments;
- (4) Extension of an additional twenty (20) working days if a new or revised classification is written;
- (5) The receipt of the appeal form;
- (6) The date of a scheduled appeal hearing;
- (7) The appeal decision from the Joint Review Committee in writing within twenty (20) working days from the date of receipt of the appeal form, including a reason for upholding or overturning the initial classification allocation decision.

11.7.2 Appeal

11.7.2.1 The employee, the immediate supervisor, or the Union may appeal the Human Resources classification allocation decision.

11.7.2.1.1 Written appeal must be submitted to Human Resources within ten (10) working days after the employee is in receipt of the written notification of the classification allocation decision. Human Resources will verify with the employee that he or she is in receipt of the allocation decision. An extension may be provided for an employee who is on approved leave.

11.7.2.1.2 The appeal will be considered by the Joint Review Committee (JRC).

- 11.7.2.1.2.1 The permanent JRC will consist of three (3) managers, from three different departments, who are appointed by the President, and three (3) classified employees, from three different departments, who are appointed by the Union. Human Resources staff may not be appointed to the permanent JRC. Four members, two (2) from the above-designated management group and two (2) from the above-designated Union, will become the appeal committee with one alternate from each group. Alternates will be non-voting members of the JRC unless seated to fill a permanent vacancy or a temporary vacancy resulting from a conflict of interest. A conflict of interest will exist when any of the four (4) appeal committee members are from the same department as the appealing employee.
- 11.7.2.1.2.2 Each appeal will be heard by the four (4) voting members of the JRC and all voting members need to be present in order for the appeal to be heard.
- 11.7.2.1.2.3 The JRC appeal hearing will be considered exclusionary unless the appealing employee declares an open hearing on the appeal request form. Witnesses may include a representative from the Human Resources classification team, the immediate supervisor, the reporting vice president, the Director of Human Resources, the appealing employee and a union representative. Additional witnesses may be called with approval of the JRC, as needed.
- 11.7.2.1.2.4 A Human Resources classification allocation decision can be reversed by a majority vote of the JRC or returned to Human Resources for reconsideration in light of new information. A reevaluation will occur within ten (10) working days at which time the process returns to step 3 of Article 11.7.1.1.1. A written copy of the JRC's action will also be sent to Human Resources and the Union.
- 11.7.2.1.2.4.1 Upon initial JRC review, tie votes of the JRC shall automatically result in reconsideration by the HR reclassification team and a return to Article 11.7.2.1.2 of the process. A second tie vote of the JRC after appeal and reconsideration shall result in the reclassification application being referred back to the Human Resource Director and the Union for alternative dispute resolution processes. Such alternative dispute resolution processes may include: (1) a demand for interim bargaining, consistent with Article nineteen, during the term of an ongoing main Agreement, (2) a referral to regular bargaining or interim bargaining if expiration of the main Agreement is scheduled to occur within the next twelve (12) calendar months, or (3) a referral of the matter by the Union to interest arbitration. Selection of the interest

arbitrator shall be conducted consistent with the provisions in Article 10.7 of the main Agreement. The authority of the interest arbitrator shall be consistent with Article 10.7.3 of the main Agreement, and the interest arbitrator shall be limited to determining whether or not the assigned duties of the employee seeking a reclassification are most consistent with the allocation decision and job classification recommended by Human Resources or whether the assigned duties are most consistent with the reclassification appeal request of the employee (Union).

11.8 Outside Employment

11.8.1 Outside employment must be compatible with the College employment. It is understood by employees that the employee's schedule and assignment with the College is a priority and that outside employment shall not interfere with the ability of the employee to perform the essential duties of their assignments with Lane Community College.

11.9 Discipline

11.9.1 No employee (this includes all bargaining unit members not in a trial service status, extended trial service status, or a temporary employee status) shall be reprimanded in writing, suspended without pay, or discharged without just cause.

11.9.2 An employee shall, upon request, be entitled to have a Union representative present in any investigatory meeting which the employee reasonably believes could result in disciplinary action.

11.9.3 In the event that a supervising manager reasonably believes that a meeting with an employee could lead to discipline the manager will proactively inform the employee that they have the right to a Union representative. If a Union representative is requested, the meeting will be scheduled as soon as reasonable to include the Union representative. Supervising managers will always inform classified employees that they have a right to a Union representative when the classified employee is expected or directed to sign a document as acknowledgement of having reviewed and received the document. All such documents shall include the following statements: "By my signature below I acknowledge that I have reviewed this document. My signature also acknowledges that I was informed of the right to have a Union representative prior to being required to affix my signature."

11.10 Evaluations

11.10.1 When an employee is evaluated, such evaluation will be in writing and will be discussed with the employee.

11.10.1.1 Performance evaluations shall include a review of the employee's current job description and job classification description. A copy of the employee's job description shall be attached to the evaluation when it is entered into the permanent official personnel file in Human Resources. The evaluation shall include confirmation by the employee and the manager that they agree the job description and job classification accurately describes the duties being performed by the employee. This portion of the evaluation, and only this portion of the evaluation, shall be included in an assessment of any subsequent reclassification request (see Article 11.7).

11.10.2 Reports of performance deficiencies shall include recommendations for remediation, timelines, and a followup date for review.

11.10.3 See Article 11.1.5 for rebuttal and inclusion in the official personnel file in Human Resources.

11.11 Classification System

11.11.1 The College shall maintain a system which includes job classification descriptions for all employees hired through a competitive process and job descriptions for each position which is .5 FTE or greater.

11.11.2 The Union shall be provided forty-two (42) working days prior notice of changes in any job classification descriptions (see Article 9.2.3).

11.11.3 Employees shall be provided a copy of their job description at the time of hire and at any time there is a significant change in the employee's "core" duties.

11.11.4 In addition to its other contractual responsibilities, the Joint Review Committee may make recommendations to Human Resources regarding the classification system or perceived problems with recruitment, hiring, and retention as they relate to the job classification system.

11.12 Administrative Transfer

11.12.1 Employees who have passed the initial trial service period may request an administrative transfer to another position in the same or different job classification within the College. Such a transfer request will be subject to joint approval by the College and the Union.

11.12.1.1 The administrative transfer process will not result in the employee being promoted to a higher level of pay. The employee must be qualified for the position under transfer consideration.

If an administrative transfer is approved, the employee will serve a 3-month trial service period. If the employee is unable to perform satisfactorily in the new position, such employee shall be subject to the provisions of Article 11.4.2. Such employee may not return to his/her previous position.