

## ARTICLE FOURTEEN – LEAVES WITH PAY

### 14.1 Emergency Leave

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

- 14.1.1 In the event of a death, critical illness or accident in the employee's immediate family, the employee may be granted up to five (5) working days leave with pay per occurrence by his /her immediate supervisor to attend to the needs or affairs of the immediate family member. The employee using "emergency leave" is required to have prior authorization from their responsible supervisor and the "emergency leave" shall be entered into the employee's ExpressLane time sheet. No deductions in accrued leave shall result for the first five (5) work days per occurrence. These days shall be taken in whole day increments and shall be counted against the employee's OFLA/FMLA allowances (see Article 15.4). Up to five (5) additional work days may be granted by the President or their designee upon written request from the employee. If granted, these five (5) additional work days shall also count toward the employee's OFLA/FMLA allowances. If granted, the five (5) additional work days shall be paid at one-half salary for any time not worked and the employee may apply other paid leave accruals to be used in lieu of salary loss for the difference. The employee shall provide the earliest possible notice of his or her absence to his or her supervisor. In the case of critical illness or accident, he or she shall be required to submit written validation of the reason for the leave. Emergency leave shall be subject to OFLA/FMLA maximum allowances. For the purpose of this Article, and Article 14.3, the immediate family members include:

parents (including foster, step, –in-law, and in loco parentis)  
children (including foster, step, –in-law, and legal ward)  
siblings (including step- and –in-law)  
spouse  
grandparents (including –in law)  
grandchildren  
domestic partner  
other persons who reside in the same household and who are dependent on the employee for care

"Domestic partner" refers to same- or opposite-sex partners in any of the relationships listed in this Article. The purpose and impact of this agreement is that relationships listed are considered qualifying whether by legally recognized marriage, registered or non-registered "domestic partnership" agreements, "common law" marriage or any similar familial relationship.

### 14.2 Personal Leave

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

- 14.2.1 Effective January 1, 2005, twenty-four (24) hours of personal leave (not to be pro-rated for .50 – 1.0 FTE employees) will be granted per year. In the event of a bona fide personal obligation, the College may grant time off with regular pay to attend to the justified obligation, if necessary. Such leave shall not be charged to the employee's sick leave account and shall meet all the following conditions:
- 14.2.1.1 Twenty-four (24) hours of personal leave shall be awarded January 1, annually. Personal leave shall not accumulate, or roll-over, from one calendar year to the next calendar year. In the event of an employee's resignation or termination, personal leave hours shall not be subject to final pay-off.
- 14.2.1.2 Such leave shall be used only to attend to the personal obligations of the employee.
- 14.2.1.3 Personal leave must be requested forty-eight (48) hours in advance or as soon as possible after the need is identified. Managers have the right to clarify the nature or urgency of the employee's bona fide personal obligation.

### 14.3 Sick Leave

- 14.3.1 To reduce the cost of non-occupational illnesses and disabilities, all classified employees (C1, C2, C3 and C4) shall accrue sick leave at the rate of twelve (12) hours for each full month of completed service. Up to eight (8) of the twelve (12) hours per month count toward PERS sick leave accruals. Classified employees shall earn sick leave on a prorated basis, based on FTE. An employee shall notify the supervisor prior to the need for sick leave or as soon as possible after knowledge of such need. Accumulation of sick leave shall be unlimited. New staff members may transfer to Lane Community College the allowable sick leave limit accumulated in any Oregon PERS employer. Sick leave will be allowed when an employee is unable to work previously scheduled hours because of their illness, injury or medical treatment, or that of a family member as provided under state and federal law. Upon termination, the employee's sick leave balance will be reported to PERS.
- 14.3.2 Union employees who work 416 hours or more per fiscal year shall be eligible to access primary health care services through the College Employee Health Clinic. All eligible classified employees (those working 416 or more hours per fiscal year) shall be assessed \$2.00 per semi-monthly payroll period (up to \$48.00/fiscal year) via payroll deduction as a contribution for access to the College Employee Health Clinic. Eligible classified employees who access primary health care services through the Employee Health Clinic shall not be required to use their accrued sick leave unless the absence from their work assignment is two (2) hours or more. Whenever possible, classified employees shall consult with their College supervisor in advance before leaving their work assignment to go to the Employee Health Clinic. The option to opt out of the Clinic Fee shall be made each year during the same period as classified employees Open Enrollment for health insurance. Instances where a classified employee may change insurance options shall also allow changes in the Clinic Fee option.
- 14.3.2.1 Employees who opt out/waive this benefit will not be able to re-enroll until the following benefits open enrollment period. As of today's date, this period is normally in May-June of each year. The effective date of this benefit will be July 1 of the corresponding year. For example, an employee may opt out of the health clinic benefit November 7, 2013 and will be allowed to re-enroll in May-June of 2014, for a July 1, 2014 effective date.
- 14.3.2.2 Human Resources checks for newly eligible employees each pay period for those who work 416 hours or more in the previous 12-month period. Those newly eligible employees will be automatically enrolled. Those employees, who have previously opted out, will continue to be excluded from this benefit.
- 14.3.2.3 Each April/October, Human Resources conducts an audit of eligible employees based on a 12 month look back of hours worked. If an employee does not meet the 416 hour minimum threshold, the \$2.00 per pay period deduction will be stopped. The employee's access to the health clinic will cease at the end of the subsequent academic term per continuity of care principles.
- 14.3.2.4 Outside of the semi-annual audits (Apr/Oct), when an employee ceases to work or has all jobs ended (but not separated from employment), and therefore does not pay the \$2.00 Health Clinic access fee, access to the health clinic will cease at the end of the subsequent academic term.
- 14.3.2.5 Health clinic access will cease immediately for those employees who have opted out or have been separated from employment.
- 14.3.3 Classified employees on the Layoff/Recall list shall have the option of paying the Health Clinic fee and having access to Health Clinic Services during the period of their Recall.

#### 14.4 Vacation

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

- 14.4.1 Accrued vacation time can be used by an employee after the six (6) month initial trial service period is successfully completed. Employees with less than five (5) years of continuous service shall accrue vacation at the rate of 7.50 hours per full calendar month of service completed. Employees with five (5) or more full years of continuous service accrue vacation at the rate of 15.0 hours per full calendar month of service completed. Employees who work less than full-time on an annual basis (1.00 FTE) accrue vacation monthly on a pro-rated FTE basis.
- 14.4.2 Vacation computing and accounting shall be on a calendar year basis as provided for in Article 14.5.1 (January 1 – December 31). The roll-over date shall be adjusted to January 1, annually. The maximum number of accrued vacation that employees may carry over shall be no more than two hundred and forty hours. In no case will employees be compensated for vacation not used and subsequently lost. Vacation above the 240-hour limit may be carried over to the next calendar year only when a scheduled vacation is canceled by the College and cannot be rescheduled by the College prior to December 31, annually.
- 14.4.3 Vacation will be taken at a time mutually convenient for the College and the employee and/or work team. If an employee's request for vacation is denied, the reasons for such denial shall be given in writing to the employee.
- 14.4.4 Employees in certain part-time positions, such as instructional support and child care positions, who are not allowed to use vacation during the academic year will be paid for their accumulated vacation at the end of the fiscal year. These positions will be designated in advance by the College.
- 14.4.5 Upon termination, a permanent employee shall be paid for current earned but unused vacation at the employee's wage rate at the date of separation. Employees will be compensated at a maximum of 240 hours of accrued, but unused vacation leave. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.
- 14.4.6 Vacation Sell Back: Each year, during fall term, each member shall be provided an opportunity to "sell back" up to 16 hours of accrued vacation at the member's rate of pay.

#### 14.5 Holidays

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

- 14.5.1 Paid Holidays shall be awarded to eligible LCCEF bargaining unit employees consistent with the twelve (12) designated Holidays listed below. Holiday compensation shall be pro-rated for part-time employees working .500 - .999 FTE. When less than full time (.500 - .999 FTE) employees are not scheduled to work on designated Holidays, such employees shall be paid for Holiday leave in the final June payroll annually (example: academic year employees who are not assigned to work in July or early September shall be paid consistent with their annualized FTE for July 4, and Labor Day). Employees other than continuous operations personnel shall receive the following recognized paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day\*, the (last working) day before Christmas Day, the (first working) day after Christmas Day.
- 14.5.2 \*(When Christmas Day falls on a Wednesday, the following Thursday and Friday are observed as holidays instead of the last working day before and the first working day after Christmas Day.)
- 14.5.3 Employees required to work on designated holidays shall be compensated at a rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in addition to holiday pay. When one of the recognized holidays falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, either the preceding Friday or the following Monday shall be observed, as determined by the College.

14.5.4 Employees who work less than full-time on an annual basis (1.00 FTE) will receive a pro-rated portion of the twelve (12) designated holidays. This pro-rated amount will be divided into equal payments and distributed to the employee each pay period.

14.5.5 Hourly classified employees (less than .500 FTE) assigned to work on one of the twelve (12) designated holidays outlined in Article 14.5.1 shall be paid at a rate of one and one-half (1 ½) times their regular rate of pay for all hours actually worked when assigned to work on a designated holiday.

#### 14.6 Court and Jury Duty

14.6.1 An employee called for jury duty or as a witness in a case in which the employee is not personally involved, shall be paid the regular salary for each of the days the employee was previously scheduled to work, provided that all monies received as jury duty pay or witness fees are turned over to the College. Employees shall return to work immediately when less than a normal work day is required by such duty.

#### 14.7 Military Leave With Pay

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

14.7.1 An employee who is a member of the active and Reserve components of the armed forces of the United States, is entitled to a leave of absence from College duties for a period not exceeding fifteen (15) working days in any calendar year. Such leave shall be granted without loss of time, pay, or other leave. Military leave with pay will be granted only when an employee receives bona fide orders to active or training duty for a temporary period. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

14.8 All types of paid leave in the LCCEF Agreement that are not specified to “roll-over” or expire on a fiscal year basis (June 30, annually) shall roll-over or be adjusted and/or renewed on a calendar year basis. (Examples: Vacation leave accruals shall roll-over or be adjusted as noted above on calendar year basis. Holiday compensation for C-2 employees working less than 1.0 FTE shall be analyzed in June annually and adjusted consistent with the C-2 worksheets.)

#### 14.9 College Closure Days (clarification; this replaced “special vacation days”)

The College shall award ten (10) “college closure days” (or 80 hours of College closure leave) on a recurring basis, to be pro-rated for less-than 1.0 FTE classified employees. These ten (10) “college closure days” shall be awarded all at one time to eligible .50 – 1.0 FTE classified employees and will be awarded annually by or before June 25. The ten (10) days are recurring from one year to the next and these “college closure days” are not subject to being paid out as compensation upon separation from employment. The ten (10) “college closure days” are subject to designation and assignment on the annual academic calendar by the College and responsible managers. Most, but not all the college closure days, will be assigned by the College on Fridays in the summers when the College is closed.