

Collective Bargaining Agreement

July 1, 2023 – June 30, 2029

This contract is made and entered into by and between the Lane Community College Employees Federation, hereinafter called the "Union" and the Board of Education of Lane Community College, hereinafter called the "College," and supersedes all previous agreements between the parties.

In witness whereof the parties affix their signatures below:

**Signed copy on file in Human Resources and LCCEF office*

Signature: _____,

Name:

LCCEF, President
For the Union

Date:

Signature: _____,

Name:

LCCEF, Vice-President

Date:

Signature: _____,

Name:

Chairperson
Board of Education
For the College

Date:

Signature: _____,

Name:

College President

Date:

Table of Contents

Collective Bargaining Agreement	1
Table of Contents	2
1 Agreement	3
2 Status of Agreement/Maintenance of Benefits	3
3 Recognition/Exclusive Bargaining Agent	4
4 Union Representation	9
5 Employee Rights	11
6 Savings Clause	12
7 Dues and Fair Share Deductions	12
8 No Strike/No Lock-Out	13
9 Management Rights	14
10 Grievance Procedure	15
11 Personnel Policies	17
12 Layoff Policies	20
13 Classification System	26
14 Vacancies, Trial Period, Reassignments, Administrative Transfers	29
15 Working Hours	32
16 Benefits	36
17 Leave With Pay	42
18 Leave Without Pay	46
19 Pay Policies	48
20 Wages	51
21 Classification and Compensation Study	51
22 Interim Bargaining	52
23 Email Accounts	52
24 Budget Exigency	52
25 Virtual Work	53
26 Professional Development	55
Appendix A: Problem-Solving and Dispute Resolution	56
Appendix B: Downtown Center Residential Facility Staffing	58
Appendix C: Classification Families	59
Appendix D: MOA on Accountant Trainee Positions	61
Appendix E: Technology Employee Compensation and Classification	62
Appendix F: MOA on Leave Time to Teach Credit Classes	64
Appendix G: KLCC Development Associates Commission Rates and Compensation Agreement	65
Appendix H: Part-Time Classified / Part-Time Faculty Benefit Eligibility	66
Appendix I: College Governance Memorandum of Agreement	68

1 Agreement

- 1.1 Agreement between **Lane Community College Employees Federation Local AFT/AFL-CIO** (hereinafter called **The Union**) and **The Board of Education Lane Community College District** (hereinafter called **The College**).
 - 1.1.1 Changes in affiliation of the Union shall not affect any portion of this contract.
- 1.2 The purpose of the Agreement is to set forth the sole and entire agreement between the parties on matters relating to employment relations. Division of material in this agreement into “Articles” and “Appendices” is for organizational purposes only and does not imply any hierarchy of enforcement or interpretation.
- 1.3 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 Status of Agreement/Maintenance of Benefits

- 2.1 This Agreement shall supersede any policies or practices which are in conflict with its provisions. This contract shall be effective upon signing by both parties, except for those provisions of the contract which have been assigned other specific effective dates as herein set forth, and shall remain in full force and effect to and including June 30, 2029, and continue thereafter from year to year unless during February 2029, or in February of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this contract. The other party agrees to meet with the opening party within ten (10) days following receipt of such notice to receive the written proposals. This ten (10) day requirement may be extended by mutual agreement.
- 2.2 All agreements, Memoranda, and contracts in effect as of the ratification date of this agreement shall remain in force pending agreement by the College and the Federation, per the “Interim Bargaining Guidelines” specified herein.
- 2.3 The College and Union mutually agree to engage in two (2) economic re-opener bargaining periods during the term of this Main Agreement through June 30, 2029. The first economic re-opener bargaining period shall occur beginning March 1, 2025, and shall include bargaining over economic subjects to include salary schedule adjustments, step adjustments and insurance premium contribution levels for the 2025/26 and 2026/27 academic years ending June 30, 2027. The second economic re-opener bargaining period shall occur beginning March 1, 2027, and shall include bargaining over economic subjects to include salary schedule adjustments, step adjustments, and insurance premium contribution levels for the 2027/28 and 2028/29 academic years ending June 30, 2029. Both the College and the Union may bring forward one additional subject or interest for inclusion in each of the two (2) respective economic re-opener bargaining periods noted above. Each party agrees to meet with the opening party within ten (10) days following receipt of the notice to receive the written proposals. This ten (10) day requirement may be extended by mutual agreement.
- 2.4 If neither party notifies the other of intent to bargain, this agreement shall continue for another year, with dates in 2.3 increasing by one year. If this clause

is exercised, unit members will receive full steps for that year and a COLA which matches CPI-U for that year. Cost of living adjustments will be based upon the U.S. CPI-U All Cities, All Items, Non-Seasonally Adjusted (Series ID: CUUR0000SA0), January to January changes, according to the Bureau of Labor Statistics, February releases.

3 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.
 - 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.
 - 3.2.6 Authorized Leave: Leave approved by the contract or the 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.
- 3.3 Terms affecting certain groups of employees
 - 3.3.1 Temporary Agency Employee: 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. 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 AVP of HR and Labor Relations and the Union president. No purchase order may include payment of any economic benefit other than compensation for hours worked. The use of temporary employees shall not be a substitute for budgeted classified positions.

- 3.3.2 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.
- 3.3.3 Project Employee: 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.
- 3.3.4 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) In a position only advertised to students.
 - 2) Student positions are part-time. Student employees must be enrolled at or above 6 credits, or the contact hour equivalent for non-credit students, each term they are employed. Exceptions may be made on union approval.
 - 3) 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.

- 3.3.5 Student workers may continue in their position between terms or during the summer term if they are enrolled for the subsequent term.
 - 3.3.6 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.
- 3.4 The classified bargaining unit is defined as follows:
- 3.4.1 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.
 - 3.4.2 All regular less than .500 FTE classified employees, excluding supervisory, confidential, apprenticeship, personal services contract, temporary agency, and casual employees, and those employees not exclusively a member of the faculty bargaining unit, will be in the classified bargaining unit.
 - 3.4.3 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 44 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.
 - 3.4.3.1 The college and union agree that at the first labor management meeting of each term, a standing item for the agenda shall be the discussion of up to ten (10) 1039 positions and if there are opportunities to convert those positions to contracted positions.
 - 3.4.3.2 When an employee who is not in a budgeted position works 1040 hours or greater than .500 FTE in any fiscal year (July 1 - June 30) consecutive 12-month period, the College shall either establish a budgeted position as per Article 3.4.3.4 or discontinue the assignment and provide the employee with benefits as per Article 3.4.4. 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.

3.4.3.3 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 full-time or part-time leave, including a formal medical leave or has been recalled to active military duty for a period anticipated to be in excess of 112 hours. 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 **960 hours** from the time the contracted classified employee begins the approved medical or military 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 960 hours, 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 960-hour exemption period in excess of 1039 hours will not count against the employee total hours limitation. Backfill for leaves approved under Article 18.1 shall require mutual agreement of the College and the Union.

3.4.3.4 If the College establishes a budgeted classified position based upon a violation of the 1039 rule in Article 3.4.3.2, an internal hiring process shall be used to fill the position consistent with Article 14.1. 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.

3.4.4 If the position does not become an approved budgeted position, the employee will receive the following benefits even if employment is discontinued:

3.4.4.1 Six (6) months of employee-only insurance benefits;

3.4.4.2 Seniority, as defined in Article 12.3, 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

3.4.4.3 Layoff/recall rights as defined in 12.1 and 12.2, excluding bumping rights.

- 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.)
- 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.

3.4.5 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.

3.4.5.1 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.

3.4.5.2 Classified employees who work <.500 FTE, except as noted in 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.

3.4.5.3 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 Benefits as outlined in Article 16.1.1.

- 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.

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

4 Union Representation

- 4.1 Representation - Union representatives, stewards, and designees shall be allowed time away from their duty stations without loss of pay when required to attend meetings with the College. The College and the Union shall also meet from time to time if both parties agree that such a meeting will serve constructive purposes.
- 4.1.1 Notice of Representatives - As soon as is practical, LCCEF will provide the Office of Human Resources with a list of all employees eligible to receive release time.
- 4.2 Release Time for Stakeholder Work - representation of the union includes time away from duties. The College shall grant LCCEF Officers, Building Representatives, Stewards, and other Designees reasonable time to engage in Union activities during regularly scheduled work hours without loss of compensation, seniority, leave accrual, or any other benefits.
- 4.2.1 Allotments - The parties agree that these allotments appear to be reasonable release time allocations. In the event that the allocations are no longer deemed reasonable by either party, both sides agree to bargain the allocations.
- 4.2.1.1 President - 30 Hours per month
- 4.2.1.2 VP Labor Relations - 30 hours per month
- 4.2.1.3 VP Organizing - 30 hours per month
- 4.2.1.4 Treasurer - 25 hours per month
- 4.2.1.5 Grievance Officer - 30 hours per month
- 4.2.1.6 Membership Officer - 20 hours per month
- 4.2.1.7 Records Officer - 10 hours per month
- 4.2.1.8 Communications Officer - 10 hours per month
- 4.2.1.9 Labor Delegate - 6 hours per month
- 4.2.1.10 COPE Officer - 6 hours per month
- 4.2.1.11 Member At Large - 6 hours per month
- 4.2.1.12 Stewards and Building Representatives a pool of 20 hours per month
- 4.2.2 Duty of the Union Officer or Designee - Representatives shall notify supervisors in advance when they will be away from their work stations pursuant to this provision. Such notice will include the reason for such absence.
- 4.3 Space Allocation - Office space on campus shall be available to the Union

subject to the terms and conditions of the Rental Agreement provided by the College.

- 4.4 Access to Resources- The Union will be allowed the use of reasonable space on bulletin boards to post information regarding Union business. Specifically, such notices will include information about the time and place of meetings, Union social and charitable activities, and the posting of official Union publications. The Union will be allowed reasonable use of in-house mail and email facilities. The College reserves the right to restrict the use of bulletin board space and College mail facilities if such use becomes libelous or slanderous to the College or its agents.
- 4.5 Access to New Hires - The College shall, upon written request, provide to the Union any information reasonably necessary for its functioning as the exclusive representative. The Union shall reimburse the College for costs that it would not otherwise incur.
 - 4.5.1 New Hire Orientation - The College shall provide LCCEF the right to meet with all bargaining unit members for one and one half (1.5) hours of compensated time within thirty calendar days from the date of hire during new employee orientation or at individual or group meetings at times scheduled by the Federation.
 - 4.5.2 Classified Employee Reporting Protocol - If the college has the information in their records, the college shall provide LCCEF, in an editable digital file format, the following information for each employee in the bargaining unit:
 - 4.5.2.1 Employee's Legal name and start date
 - 4.5.2.2 Contact Information including:
 - 1) Cellular, home, and work telephone numbers;
 - 2) Any means of electronic communication, including work and personal electronic mail addresses;
 - 3) Home address or personal mailing address; and
 - 4) myName alternate name if provided;
 - 4.5.2.3 Placement / Assignment Information, including the employee's job title, salary, and worksite location (including percentage of in-person and remote work from job description if available).
 - 4.5.3 New Classified Employee Reporting Timeline - The college shall provide the information described above to LCCEF within 10 calendar days from the date of hire for newly hired employees in an appropriate bargaining unit.
- 4.6 Ongoing Access to Bargaining Unit - The college shall provide the Federation reasonable access, including but not limited to the following:

- 4.6.1 The use of college facilities or property for purposes of conducting meetings with bargaining unit employees;
 - 4.6.2 The right to meet with employees during the employees' regular work hours at the employee's regular work location to investigate and discuss grievances, workplace-related complaints, and other matters relating to employment relations; and
 - 4.6.3 The right to conduct meetings at the employees' regular work location before or after the employee's regular work hours, during meal periods, and during any other break periods.
- 4.7 Timely Notice of Personnel Policy Changes - The College shall provide the Union notice of proposed changes in personnel policies. Any time the College determines that matters of employment relations not covered by this Agreement should be amended or new policies affecting personnel adopted, the College will provide the Union fourteen (14) working days' notice and an opportunity to respond before the time the amendment or new personnel policy becomes effective. This provision is not subject to the grievance procedures of this Agreement.
- 4.8 Required Consent - No department or division charter, work team agreement, nor other such agreement regarding a bargainable issue shall be enacted by the College so as to have an impact on bargaining unit members' compensation, benefits, or working conditions without the express consent of the Union in the form of an MOA - Memorandum of Agreement unless waived through failure to provide notice of demand to bargain changes described in 4.7.

5 Employee Rights

- 5.1 Public employees have the right to self-organization, to form, join, or assist labor organizations, and to bargain collectively through representatives of their own choosing.
- 5.2 This Agreement shall apply equally to all members of the bargaining unit, regardless of race, gender, age, creed, national origin, disability, sexual orientation, or political affiliation. The Union and the College shall equally share the responsibility for upholding this provision of the Agreement and for ensuring compliance with the College's Affirmative Action Plan.
- 5.3 All references to employees in this Agreement designate all genders, and wherever the male or female gender is used, it shall be construed to include all employees.
- 5.4 The provisions of this Agreement for which other remedies exist (EEOC - Department of Labor) shall not be subject to arbitration.
- 5.5 The College explicitly respects the privacy rights of all Union employees. Therefore, the College agrees to provide Union employees with prior notice when the College needs to investigate information contained in the employee's mailbox, office or work location, email, phone records, key-card access files, computer and network records and personal materials. The College

acknowledges that the privacy of an employee's mailbox, office, email, phones, key-card access files, computer, and personal materials shall be respected. No information from these sources shall be gathered, stored, or exchanged without explicit, timely, prior notice to the Union employee. Exceptions to such notice may be justified due to emergency situations and shall be limited as much as feasible and shall be reported as soon as possible to the employee and the Union. Any breach of normal privacy for "emergency situations" in these circumstances shall be done with the cooperation of a third party.

- 5.6 The College recognizes that the personal life of Union employees is not an appropriate concern of the College unless it affects the employee's job performance.
- 5.7 The College acknowledges the civic life of all Union employees. Each Union employee is a citizen of their nation, state and community. When a Union employee speaks, writes, or acts as such, they shall be free from institutional censorship.

6 Savings Clause

- 6.1 The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part.

7 Dues and Fair Share Deductions

7.1 Dues Deduction

- 7.1.1 The College shall deduct semi-monthly Union dues from the paychecks of those employees who request in writing that such deductions be made. The amounts to be deducted shall be certified to the College by the Treasurer of the Union. The aggregate deductions, accompanied by a listing identifying the members for whom deductions are made, shall be remitted to the Union semi-monthly.

7.2 Bargaining Unit Information

- 7.2.1 The College agrees to furnish the Union twice each month a listing of the following:
 - 7.2.1.1 All new bargaining unit employees hired during the previous pay period and all employees who terminated during the previous pay period. Such listing shall contain the names of the employees, along with their department, division and section, job classification, base pay, Employee ID Number, position number, FTE, seniority date, work phone number, work email address, work location, and home mailing address.

- 7.2.1.2 All bargaining unit employees. Such listing shall contain the names of the employees, along with their department, division and section, LCCEF Membership status, job classification, base pay, Employee ID Number, position number, FTE, seniority date, work phone number, work email address, work location, and home mailing address.
- 7.3 The Union shall indemnify, defend and hold the College harmless against any and all claims which may arise out of any action taken by the College in complying with this Section. Then Union's obligations under this section shall not extend to criminal allegations or College conduct that would constitute an unfair labor practice.
- 7.4 Fair Share Dues Deduction. In the event that fair share fees become valid, the parties agree to immediately bargain changes to this Article.
- 7.5 Notification to Employees. The Federation shall provide and the College shall include one Federation brochure of reasonable length and a Federation membership form of reasonable length among the materials the College provides to new employees who are classified bargaining unit employees.

8 No Strike/No Lock-Out

- 8.1 It is agreed there shall be no strike, walkout, refusal to report for work, or other interruption of work by the Union or any employee during the period of the Agreement. It is agreed there shall be no lock-outs by the College during the period of this Agreement.
- 8.2 In the event that in violation of the provisions of the preceding paragraph, a strike, walkout, refusal to report for work, or other interruption of work shall occur, the Union shall not be subject to liability for such violation provided that the Union, immediately after knowledge of, or should reasonably have received knowledge of, such violation, shall: (1) publicly declare such action a violation of the Agreement, and (2) in utmost good faith shall use its best efforts to terminate such violation; it being further agreed that any employee participating in such violation shall in the discretion of the College be subject to immediate discharge or other such disciplinary action without recourse to the grievance procedure.
- 8.3 A strike, walkout, refusal to report for work, or other interruption of work as used in this section applies only to violations arising out of, or related to, any labor dispute.
- 8.4 Interim Bargaining. If negotiations occur on any provision of this Agreement prior to the start of the regular bargaining process, sections 8.1 and 8.2 shall be waived during the term of said negotiations.
- 8.5 Strikes at Other Institutions. Represented classified employees who perform bargaining unit work for Lane Community College within or through the facilities of other institutions will not be expected to cross picket lines or perform work through or at these institutions if there is a strike as a result of a labor dispute between the management of such institutions and their represented employees.

Classified employees who are unable to perform their bargaining unit work as a result of conditions described above will be provided alternate meaningful work, with no loss of compensation, for the duration of such conditions.

9 Management Rights

- 9.1 The Union recognizes that the College retains all the customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the College or any part of it.
- 9.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the College shall include the following:
 - 9.2.1 To direct and supervise all operations, functions, and policies of departments in which the employees in the bargaining unit are employed and operations, functions, and policies in the remainder of the College as they may affect employees in the bargaining unit.
 - 9.2.2 To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto, subject to the layoff provisions of this Agreement.
 - 9.2.3 To determine the need for and to establish, revise, and implement standards for hiring, classifications, promotion, transfer, quality of work, safety, materials, equipment, uniforms, methods, and procedures. Wage rates for revised job classifications or range adjustments shall be tentative, subject to consultation with the Union (See 13.2.2). Disputes regarding salary rates for revised classifications and decisions to adjust ranges for a classification shall be resolved through the grievance procedure beginning at Step 3.
 - 9.2.4 To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, and facilities.
 - 9.2.5 To assign and distribute work within job classification.
 - 9.2.6 To contract or sub-contract work. However, the College shall consult with the Union on the impact of employees in the unit of such subcontracting of work presently being performed. The consultation with the Union will provide an opportunity for discussion of alternatives and for the Union to be advised of the College's need to take such action.
 - 9.2.7 To determine the organizational structure of the College and each department.
 - 9.2.8 To control the use of College property and facilities.
 - 9.2.9 To enforce the rules and regulations now in effect and to establish new procedures not in conflict with the specific terms of this Agreement.

- 9.2.10 To assign work shifts, work days, and work locations subject to the specific limitations of other clauses of this Agreement.
 - 9.2.11 To discipline an employee.
 - 9.2.12 To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the College.
- 9.3 The exercise of any of the aforementioned prerogatives shall be subject to the restrictions contained in other sections of this Agreement. The exercise of any management prerogative, function or right which is not specifically restricted by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement.

10 Grievance Procedure

- 10.1 For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement. This Agreement shall modify or replace policies, rules, regulations, or practices of the College which shall be contrary to the terms of this Agreement.
- 10.2 Grievances will be processed in the following manner and within the stated time limits. Grievances must have occurred within the past twenty (20) days, or the Union must have had knowledge of them, or should reasonably have had knowledge of them, for no longer than the past twenty (20) days to be eligible for processing.
- 10.3 General
- 10.3.1 Any or all time limits specified in the grievance procedure may be waived or extended by mutual consent of the Union and the College. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the College to submit a written reply within the specified time at any step shall permit the grievant to proceed to the next step.
 - 10.3.2 A grievance may be initiated by the Union at Step 3 of the procedure if it involves an alleged violation of Union rights (i.e., Union security) or is a "class action" involving employees in several departments (e.g., personnel files or insurance eligibility). In such case, the grievance shall identify the category of affected employees so as to allow specific identification of each employee.
 - 10.3.3 A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.
 - 10.3.4 For the purposes of this Article, "days" shall mean College business days.
 - 10.3.5 A representative of the Union shall be present at all steps of the

procedure. The Union will be provided a copy of all College replies.

10.4 Step 1

10.4.1 The grievance shall be discussed with the employee's immediate supervisor outside the bargaining unit. The employee or Union representative shall advise the supervisor of the particular clause(s) of the Agreement in dispute and the facts upon which the alleged violation is based. If the grievance is not resolved within ten (10) days, then it proceeds to Step 2 of the procedure.

10.5 Step 2

10.5.1 The grievance shall be reduced to writing, signed by a representative of the Union, filed with the immediate supervisor, and include the following information:

10.5.1.1 A statement of the grievance and the facts upon which it is based.

10.5.1.2 The remedial action requested.

10.5.1.3 The section of this Agreement to which the grievance relates.

10.5.2 If the grievance is not resolved within ten (10) days following, then it shall proceed to Step 3.

10.6 Step 3

10.6.1 The President, or a designee, shall meet with the employee within ten (10) days of the Step 3 grievance and shall render a decision within ten (10) days of the meeting.

10.7 Step 4

10.7.1 If the grievance is still not resolved, the Union shall have ten (10) working days from the date the decision is rendered in Step 3 to demand arbitration of the grievance. Step 4 timelines, described below, will begin when the written Union demand to arbitrate is received by the College.

10.7.2 Within fifteen (15) working days of receipt of the demand to arbitrate: 1) the parties will select an arbitrator using the process described in 10.7.2.1.; 2) the College will make all necessary scheduling arrangements with the arbitrator and affected parties; 3) the College will notify the Employment Relations Board of the arbitrator selected, and 4) the College will explain to the arbitrator that an incentive payment will be made if the decision is rendered within twenty (20) working days of the close of oral and/or written arguments. The amount of the incentive payment will be mutually agreed upon in advance by the Union and the College.

10.7.2.1 Selecting an Arbitrator - The parties shall alternately

strike one name from the list of arbitrators, described in 10.7.2.2, until only one is left. The Union shall have the privilege of striking first. The one remaining shall be the arbitrator.

10.7.2.2 Creating the Arbitrator Lists - At the beginning of each fiscal year, a master list of all AAA-certified arbitrators who reside in the State of Oregon will be obtained from the Employment Relations Board. The Union and the College will each use this master list to compile two (2) lists of ten (10) names. Names will be alternately struck from these lists until two (2) lists of five (5) names remain. Use of the lists will alternate.

10.7.3 The arbitrator shall render a decision within a reasonable time. The powers of the arbitrator shall be limited to interpreting this Agreement and/or determining if it has been violated. The decision of the arbitrator shall be binding on both parties.

10.7.4 The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its own case in arbitration.

11 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 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 will include the date 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 or electronic date stamp if communication was conveyed electronically (i.e., email). Negative materials will be dated, signed, and placed in the confidential working file on the earliest 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 used for discipline or dismissal are first shared and processed with the employee within ninety (90) calendar days of their development (consistent with 11.1.5.) before being placed in the official personnel file in Human Resources. Simultaneous to placing materials in the official personnel file in Human Resources, proper notice must be provided to the employee consistent with 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 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 their official personnel file, a written response to all materials placed in the file with the material in question. Whenever material is 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 AVP of Human Resources and Labor Relations (AVP of HRLR) with respect to what materials shall be retained in or purged from the official personnel file in Human Resources. If the AVP of HRLR 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 AVP of HRLR 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 AVP of HRLR 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 the removal of documentation and negative materials of a disciplinary nature and 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 Outside Employment

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

- 11.2.1 Outside employment must be compatible with College employment. Employees understand 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.

11.3 Discipline

- 11.3.1 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.
- 11.3.2 An employee shall, upon request, be entitled to have a Union representative present in any investigatory meeting that the employee reasonably believes could result in disciplinary action.
- 11.3.3 In the event a supervising manager reasonably believes that a meeting with an employee could lead to discipline, or Human Resources is aware of a meeting that could lead to discipline, the manager or AVP of HRLR 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 an acknowledgment 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."

11.4 Evaluations

- 11.4.1 When an employee is evaluated, such evaluation will be in writing and will be discussed with the employee.
- 11.4.2 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 13.1).

- 11.4.3 Reports of performance deficiencies shall include recommendations for remediation, timelines, and a follow-up date for review.
- 11.4.4 See 11.1.5 for rebuttal and inclusion in the official personnel file in Human Resources.
- 11.4.5 Budgeted classified employees shall be formally evaluated during their initial trial service period. Upon hire, budgeted classified employees should be given a copy of the evaluation tool that will be used to assess their performance.

12 Layoff Policies

12.1 Layoffs

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

12.1.1 Definitions

- 12.1.1.1 For the purposes of this article, a qualified employee is one who both meets the minimum qualifications of a position and who can fulfill the essential functions of the position.

12.1.2 Layoffs

- 12.1.2.1 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
- 12.1.2.2 Employees who are targeted for layoff or reduction shall receive at least 60 calendar days advance notice of implementation.
 - 1) Such advance notice may be reduced as a result of efforts to implement the procedures required by 12.1.2.8. by mutual agreement between the College and the Union.
 - 2) If the targeted employee's position is funded by grant funded monies, such advance notice may be reduced.
- 12.1.2.3 Employees shall be terminated or laid off in the following order. (Job families shall be as defined in Appendix C):
 - 1) Non-bargaining unit employees by job family college-wide.
 - 2) Less than .500 FTE bargaining unit employees by job family college-wide.

- 3) .500 FTE or greater employees on trial service by job classification college- wide.
 - 4) Permanent .500 FTE or greater employees by job classification college- wide.
- 12.1.2.4 Within classifications, any reduction in the workforce of .500 FTE or greater employees shall be made in inverse order of seniority.
- 12.1.2.5 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.
- 12.1.2.6 No employee shall be required to "bump" or accept recall to a position of lesser FTE or salary unless they desire 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 to refuse a job offer without losing recall rights. An employee will be offered one bona fide bumping opportunity (12.2.1.3 (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 and annex
 - 4) Florence
 - 5) All-remote
- 12.1.2.7 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 will, upon termination, have benefits as described in 3.4.4.
- 12.1.2.8 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:
- 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 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 a position of equal or greater FTE at an equal or greater salary level than formerly held by the employee; the employee will no longer have recall rights.

- 2) If no appropriate vacancy exists, the employee shall be permitted to "bump" the least senior employee, college-wide, in their job classification. For employees working at least 0.5 FTE, employees working a lesser FTE may not "bump" an employee working a greater FTE.
- 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 their 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.
- 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 of service in that job classification previously. The parties agree that orientation will be provided prior to the individual job assignment. The employee and their supervisor will identify specific training needs in a written agreement. During this period, either the employee or their supervisor may terminate the placement. If the placement is terminated, the employee will again proceed through the layoff procedure described in (12.1.2.8 (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).

12.2 **Recall**

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

12.2.1 Employees who are laid off shall be recalled, in order of seniority for greater than .500 FTE employees, as positions become available in the classification from which they were laid off. Employees who were laid off from positions at an FTE of less than 1.00 shall not be placed in 1.00 FTE positions. (See also 12.1.2.8 (1))

12.2.1.1 No new employees shall be hired into a classification in a position for which a qualified laid-off employee has the right of recall.

12.2.1.2 Laid-off employees shall retain the right of recall for twenty-four (24) months from the layoff date.

12.2.1.3 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.

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 within a campus group (see 12.1.2.6).

12.2.1.4 To clarify the Step placement for a bargaining unit member offered a non- bona fide position while on the recall list.: Employees who refuse non-bona fide job offers shall retain full recall rights under this Agreement. Employees who accept non-bona fide job offers shall also retain full recall rights under this Agreement unless they explicitly waive such rights in writing upon acceptance of the non-bona fide job offer. Employees who accept non-bona fide job offers shall be placed at a step on the new classification pay level that is as close to, but no less than, their former hourly pay level at the time of lay-off. Employees with a former hourly pay level that exceeds the highest step and hourly pay level of the new classification shall have their hourly rate of pay "red-lined" (guaranteed) until the salary schedule is adjusted upward beyond the red-lined salary level.

12.2.1.5 The Union shall receive copies of recall notices.

12.2.1.6 Employees on the recall list shall retain previously earned seniority but shall not accrue seniority while on layoff. 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 16.2. 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 perform the essential functions before that position is posted for internal applicants.

- 12.2.1.7 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. The parties agree that orientation will be provided prior to the individual job assignment. The employee and their supervisor will identify specific training needs in a written agreement. During this period, either the employee or their supervisor may terminate the placement. If the placement is terminated, the employee will again proceed through the layoff procedure described in (12.1.2.8 (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).
- 12.2.1.8 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.
- 12.2.1.9 For layoff and recall, an employee hired into a grant or bond-funded position on or after July 1, 2021, shall be considered to have seniority only for positions from that same funding source funded within that program or department. A grant or bond-funded employee shall be considered to have seniority for layoff-recall after that employee has thirty-six (36) months of seniority in such 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 or bond-funded employees. Employees in these two categories shall be advised of grant or bond funding source termination as soon as such notice is provided to the College. An employee funded by a grant or bond and hired into the bargaining unit before August 1, 1994, shall retain all recall and layoff rights guaranteed under this contract.

An employee funded by a grant and hired into a

budgeted position before August 1, 1994, shall retain College-wide recall and layoff rights guaranteed under this contract. 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.

12.2.1.10 An employee 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.

1) If the College transfers 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 non-grant-funded position, the employee's seniority shall be calculated from the original hire date into the grant-funded position, provided there is no break in service.

12.3 **Seniority**

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

12.3.1 Seniority, as used in this Agreement, means an employee's length of continuous service with the College since the employee's last hire date. 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.

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

12.3.2.1 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 if the contracted position and the part time position are in the same classification.

12.3.2.2 An employee's manager may still evaluate an employee to complete trial service at any time.

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

- 12.3.4 Employees working in confidential positions who take a position in the classified unit shall receive a one-to-one credit of seniority for all months worked in the confidential position. So long as there was no break in service, an employee who was in a classified position prior to being in a confidential position shall retain prior seniority earned in the classified position should they move back into the classified unit.

13 Classification System

13.1 Requests for Reclassification Review

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

13.1.1 Application

13.1.1.1 After serving an initial trial service period in their position, as defined in Article 14.2.3, an employee who believes that their 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 their manager. The reclassification applications must be submitted by April 1 or 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 once every twelve (12) months or when temporarily assigned by their immediate manager to a higher classification for more than ninety (90) calendar days (see Article 19.6.2).

- 1) Human Resources will verify receipt of the completed classification review form and job description questionnaire, then obtain statements of agreement or disagreement from the immediate supervisor. The immediate supervisor has ten (10) working days to return the completed review form and questionnaire to Human Resources. The immediate manager shall consult with their supervisor and the AVP of HR and Labor Relations during the ten (10) working days. The AVP of HR&LR and the Union President, or designee, shall be ex-officio members of each reclassification team.
- 2) The employee and their immediate manager will be advised of the progress of the reclassification request at seven (7) key points:
 - a) Initial receipt by Human Resources;
 - b) The date of a scheduled desk audit;
 - c) 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 manager's comments;

- d) Extension of an additional twenty (20) working days if a new or revised classification is written;
- e) The receipt of the appeal form;
- f) The date of a scheduled appeal hearing;
- g) The appeal decision from the Joint Review Committee in writing within twenty (20) working days from receipt of the appeal form, including a reason for upholding or overturning the initial classification allocation decision.

13.1.2 **Appeal** – Joint Review Committee Protocol

13.1.2.1 The employee, the immediate manager, or the Union may appeal the Human Resources classification allocation decision.

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

13.1.2.3 The Joint Review Committee (JRC) will consider the appeal.

- 1) The permanent JRC will consist of four (4) managers from three different departments, who the President appoints, and four (4) classified employees, from three separate departments, whom the Union appoints. Human Resources staff are not eligible to 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 two alternates 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.
- 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.

- 3) The JRC appeal hearing will only be considered exclusionary if the appealing employee requests a closed hearing on the appeal request form. Witnesses may include a Human Resources classification team representative, the immediate manager, the reporting AVP, the vice president, the AVP of Human Resources & Labor Relations, the appealing employee, and a union representative. Additional witnesses may be called with the approval of the JRC, as needed.
- 4) A Human Resources classification allocation decision can be reversed with 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, when the process returns to step 3 of Article 13.1.1.1 (2)(c) A written copy of the JRC's action will also be sent to Human Resources and the Union.
- 5) Upon initial JRC review, tie votes of the JRC shall automatically result in a reconsideration by the HR reclassification team and a return to Article 13.1.2.3. of the process. A second tie vote of the JRC after appeal and reconsideration shall result in the reclassification application being returned to the AVP of HR & Labor Relations 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 the 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 reclassification are most consistent with the allocation decision and job classification recommended by Human Resources or whether the assigned tasks are most consistent with the reclassification appeal request of the employee (Union).

13.2 Classification System

- 13.2.1 The College shall maintain a system that includes job classification descriptions for all employees hired through a competitive process.
- 13.2.2 The Union shall be provided forty-two (42) working days prior notice of changes in any job classification descriptions (See Article 9.2.3.).
- 13.2.3 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.
- 13.2.4 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 related to the job classification system.

14 Vacancies, Trial Period, Reassignments, Administrative Transfers

14.1 Notice of Vacancies

- 14.1.1 When a vacancy occurs, the posting will first be made available to internal candidates for a period of not less than six (6) working days. An internal candidate is defined as a current employee who was hired by means of a documented competitive process; and has completed trial service.
- 14.1.2 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. Other review information, including reference checks, which may take into consideration an employee's prior performance, will still be required for internal candidates who are recommended for the position.
- 14.1.3 All internal candidates who meet the minimum qualifications, whether or not selected, will be provided the reason(s) in writing and developmental feedback. The College will provide timely notice, including developmental feedback, to all internal applicants before vacancies close to external-candidates.
- 14.1.4 If no internal candidate is selected for the position, or if fewer than the minimum number of internal applicants apply for the opening, the posting will be extended to external applicants, with the internal applicants remaining in the application pool.
- 14.1.5 Except where superseded by statutory requirements, bargaining unit

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

- 14.1.6 Except where superseded by statutory requirements, when two or more employee applicants are considered equal, College seniority shall be the determining factor regarding which candidate gets the job offer.

14.2 Trial Service Period

- 14.2.1 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.

- 14.2.2 Except as noted in 14.2.4, the Union recognizes the right of the College to terminate employees on initial trial service status for any reason without recourse to appeal.

14.2.3 Initial Trial Service

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

- 14.2.3.1 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 11.4)

- 14.2.3.2 A trial service employee with performance problems shall be given a written 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.

14.2.4 Current Employees in New Positions

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

- 14.2.4.1 Current employees promoted, transferred, or hired 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 their previous position if that position exists or remains unfilled. If the previous position no longer exists or has been filled, the employee shall be subject to the provisions of Article Twelve, Section 12.1 (Layoff).

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

14.2.5.1 For a less than .500 FTE bargaining unit employee, the trial service period will be 1040 hours.

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

14.3.1 If an employee becomes unable to perform their job duties, and the situation cannot be remediated through the ADA process, the college may attempt an alternate placement in an available vacant position. If no alternate placement can be found, the employee may be subject to the layoff provisions in Article 12.1 (Layoff).

14.3.2 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.

14.3.3 No such reassignment shall be made for performance reasons unless and until the employee has been evaluated in writing, met with their manager in a meeting described under 11.3.3, and placed on a written plan of assistance, which includes a list of performance deficiencies and a plan to remedy them, and which provides at least sixty (60) calendar days for correction of noted deficiencies, with a check-in at thirty (30) days. The employee who is to be reassigned for performance reasons 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.

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

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

14.4 Administrative Transfer

14.4.1 Employees who have passed the initial trial service period may request an administrative transfer to another position for which they meet minimum qualifications within the College. Such a transfer request will be subject to joint approval by the College and the Union.

14.4.1.1 Annually, Human resources will provide notice to employees that they remain on the transfer list, with a reminder to update their resume if needed. LCCEF should be copied on the reminder.

14.4.2 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.

- 14.4.3 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 12.2. Such an employee may not return to their previous position, except upon agreement by all parties.

15 Working Hours

15.1 Rest Period

- 15.1.1 All employees shall be granted a fifteen (15) minute rest period each four (4) hours of continuous work. Rest periods shall be utilized as feasible with the operational needs of the College as determined by its supervisors.

15.2 Lunch Period

- 15.2.1 Employees shall be granted a lunch period of not less than one-half (1/2) hour during each five (5) hour or longer work shift.

Such lunch period shall be without pay and utilized as feasible with the operational needs of the College.

- 15.2.2 Full-time employees regularly assigned an eight-hour shift beginning after 1:59 p.m. and before 2:59 a.m. shall be allowed a thirty-minute meal period with pay.

15.3 Hours/Overtime

- 15.3.1 Eligible employees required by the College to work beyond their eight (8) or ten (10) hours, exclusive of lunch breaks, in any twenty-four (24) hour period, or more than forty (40) hours, including paid holidays on which the college is closed, in any 168-hour period beginning at 12:01 a.m., Sunday, shall receive overtime payment, except when such time is a result of scheduled shift changes. Management are encouraged to limit the instances of shift changes resulting in employees working more than 40 hours during this period. The daily hour limitation shall not apply to Public Safety employees assigned to work 12-hour shifts.

- 15.3.2 Overtime shall be computed to the nearest half hour. Overtime pay shall be based on the actual number of hours worked per day and not on hours compensated for as paid or unpaid leave (example: vacation, sick leave, personal, etc.) except that:

- 15.3.2.1 Two (2) hours of overtime will be guaranteed in the instances of emergency call back to a physical campus location. College designated employees who are called for emergency assistance and do not need to return to a physical campus location, will be compensated at straight time, with a one (1) hour minimum, or flexible time at the employee's option. Emergency call backs

must be authorized by a supervisor or authorized designee.

- 1) Employees who are placed "on call" by the College shall be compensated with four (4) hours of "comp time" for such "on call" status. Such "comp time" shall be entered in the "1 for 1" category on the employees leave report for the appropriate pay period. Employees who are required to report during their "on call" shift shall be compensated for the actual hours worked if the hours exceed four (4) hours. Such employees shall inform their College supervisor in advance whenever it is expected that the actual hours worked will exceed the four (4) hours for "on call" status.

15.3.2.2 Whenever possible, notice will be given within the department when opportunities for overtime arise.

- 1) In the event that sufficient personnel do not accept overtime on a voluntary basis or in the event of an emergency, such additional personnel as are deemed necessary by the College may be required to work overtime. These employees shall be paid overtime based on their regular rate of pay.

15.3.2.3 The employee shall receive overtime payment at the rate of one and one-half (1-1/2) times regular pay or shall have the option of taking compensatory time at a one and one-half (1-1/2) time rate. Not more than forty (40) hours of compensatory time can be carried forward from one month to the next. Employees will be paid monthly for any accrued compensatory time over forty (40) hours not permitted to be carried forward.

15.3.3 Flexible work hours and shifts are specifically permitted: By mutual agreement between employees and their manager, employees may "flex" their daily schedule up to the ten (10) hour per day limit from one shift to another within the same forty (40) hour work week. See Article 15.3.1 for definition of the work week. Employees may agree to work a flexible schedule up to a ten (10) hour work day and a forty (40) hour work week on a routine basis or on a case-by-case basis. Nothing in this section covering flexible work shifts shall be interpreted to conflict with or mitigate the hours and overtime requirements in Article 15.3.1, or the shift change requirements in Article 15.4.

15.4 **Shift Changes**

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

- 15.4.1 Except in cases of emergency, employees will be given a minimum of ten (10) working days' notice of shift changes. For shift changes of four (4) hours or more, fifteen (15) working days' notice will be given.

- 15.4.2 Shift changes can be made with less than ten (10) working days notice or fifteen (15) days notice by mutual agreement of the supervisor and employee. Overtime rules will apply for any hours worked in excess of 40 hours in that work week, even if the shift change is mutually agreed upon.
- 15.4.3 A vacancy in a job classification on a specific shift which the College determines to post or fill will be offered to employees on other shifts in the same job classification and department, based on seniority.

A specific shift is defined as one that is college-assigned and not a shift using flexible work hours by employee and supervisor agreement.

Employees may be assigned any shift for training purposes during the trial service period.

15.5 Workload

- 15.5.1 In order to address individual concerns about workload issues, the College encourages each manager and employee to be responsible for clear and open communication with the other party about workload issues, including the discussion of priorities, expectations, timelines, and workload volume. Any employee may request assistance from their manager in establishing or adjusting priorities in order to carry out their work assignment. The manager will take into account variables that impact the difficulty of assignments to the employee. The employee may request to have the response provided orally or in writing, and the manager will respond accordingly in a timely manner.

15.6 Health and Safety

- 15.6.1 The Union and College agree that a safe and healthy work environment contributes to the prevention of injuries, accidents, and loss due to recognized hazards in the workplace. The parties will strive to maintain a safe and healthy work environment and will attempt to reduce risk and danger for all employees. An employee has the right to raise health and safety issues with the supervisor and/or the LCC Safety Committee. This partnership shall provide a channel for reporting and resolving safety concerns and issues in a timely manner.
 - 15.6.2 The Union and the College agree that the maintenance of a safe and healthy work environment includes the expectation that all interactions among employees, and employees and managers, will be conducted with respect and courtesy.
 - 15.6.3 The College and the Union will work together to introduce and advance a workplace bullying policy through the governance system.
- 15.7 On an annual basis LCC and LCCEF shall jointly determine how many non-weekend days make up the fiscal year. If the fiscal year contains more than 260

work days, at the end of the fiscal year LCC will process payment for each eligible LCCEF-represented employee in an amount reflecting the employee's hourly wage and number of hours worked on the excess days

15.8 Inclement Weather

15.8.1 When possible the college will announce a closure or late opening the night before, and if at all possible before 6:30am on the day of the closure.

15.8.2 Inclement Weather Compensation

15.8.2.1 All bargaining unit members scheduled to work on the weather closure day should be paid as if they worked their regular schedule. Less than 0.5 FTE classified employees shall be paid the equivalent within the same pay period.

15.8.2.2 All bargaining unit members not scheduled to work remotely but required to work remotely on the closure day will be provided time off with pay on a straight time basis. Less than 0.5 FTE classified employees shall be paid the equivalent within the same pay period.

15.8.2.3 Employees required to report in person during a weather closure will be provided time off with pay at time and a half. Less than 0.5 FTE classified employees shall be paid the equivalent within the same pay period.

15.8.3 Employees on scheduled Leave - Employees scheduled to use other leave (vacation, personal, sick, leave without pay, compensatory time, etc.) on a closure day should have their leave accounts charged as originally scheduled.

15.8.4 Employees who report to work before the closure is announced - If the closure is for a full day or is a late start, employees who report to work before the closure is announced will be awarded straight time for the hours worked.

15.8.5 Employees who fail to report to work as scheduled before the closure is announced - The college supports employees making safe choices about commuting to work during inclement weather. If an employee is unable to report to work due to inclement weather, and the college closes for the day, the employee shall be paid as if they worked their regular schedule. If the college does not close, the employee may take personal leave, vacation leave, compensatory time or leave without pay, as approved by the supervisor, for hours not worked prior to the closure.

15.8.6 Employees who report to work despite the college being closed - When an employee chooses to work all or part of their regular schedule during a school closure, the employee should receive no additional pay or time off for the hours worked, except as provided

otherwise in this agreement.

16 Benefits

16.1 Part-time Employee Benefits

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

16.1.1 Part-time employees covered by this Agreement shall earn economic benefits on a prorated basis according to the percentage of normal hours regularly worked except as otherwise provided in this Agreement. Leave and seniority accruals will be accumulated for all college hours worked as a classified bargaining unit employee up to the maximum provided for full-time equivalency hours.

16.2 Class Attendance

16.2.1 Classified employees hired into budgeted .500 FTE or greater positions may register for and attend any classes offered by the College tuition-free, as long as attendance by the employees does not conflict with the employee's regular working hours, except as approved by the employee's supervisor. Employees must follow all processes and requirements for limited-enrollment/restricted-entry programs.

16.2.2 The College will attempt to accommodate requests for flexible scheduling when extra time is needed for class attendance. The employee will remain responsible for working a full workday when a flexible schedule is approved.

16.2.3 Less than .500 FTE employees may register for up to two classes per term tuition-free, as long as attendance by the employee does not conflict with the employee's regular working hours, except as approved by the employee's supervisor. In addition, less than .500 FTE employees may register for and attend any classes tuition-free if the employee has worked 700 hours or more in the past twelve (12) months. Employees must follow all processes and requirements for limited-enrollment/restricted-entry programs.

16.2.4 Classified employees hired into budgeted .500 FTE or greater positions who retire from the college shall be entitled to a tuition waiver of one (1) class per term.

16.2.5 Family/Partner tuition waiver benefits are extended to qualified dependents defined as a qualified spouse, domestic partner, or persons for whom the employee is a legal guardian or an IRS dependent.

16.2.6 Classified employees working .500 FTE or more and those covered by Article 3.4.2 will have unlimited tuition waivers for each qualified family member or partner. Classified employees working from .200 to .499 FTE will have one tuition waiver per eligible family member or partner.

16.2.7 Classified employees will be responsible for submitting to the College the certification of persons qualifying before their registration of

classes.

- 16.2.8 Tuition waivers available to each qualified family member or partner are subject to the maximum enrollment limits in a class and are subject to adequate enrollment of the other students in the class. A tuition waiver student will not be counted toward minimum enrollment in a class without an approved exemption from the College.
- 16.2.9 Tuition waivers shall cover only tuition and shall not include class fees, project-material costs, or other related costs. Tuition waivers shall include an exemption from the transportation fee for specific classes related to the College Wellness Program or classified professional development. These classes shall be identified prior to each academic term by mutual agreement between the College and the Union. The College shall clearly communicate with employees concerning the classes that are exempt from the transportation fee, and it is the employee's responsibility to correctly register for such classes using a prescribed process. In any event, fees charged to members of the classified bargaining unit shall not exceed fees charged to members of the faculty bargaining unit or to managers taking the same class by using their respective tuition waivers.

16.3 **Insurance**

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

- 16.3.1 All employees shall receive the following college-administered insurance benefits:
 - 16.3.1.1 Employee health insurance, with major medical;
 - 16.3.1.2 Employee dental insurance;
 - 16.3.1.3 Employee vision insurance;
 - 1) For the Fiscal Year 2023-24, beginning October 1, 2023, the health insurance, including major medical, prescription coverage, dental insurance and vision insurance shall be provided through the Oregon Educator Benefit Board (OEBB).
 - 16.3.1.4 Employee term life insurance in the amount of \$100,000; short-term disability, and accidental death & dismemberment insurance in the amount of \$100,000. These three are subject to a \$24.99 per month employer paid cap.
 - 16.3.1.5 Employee paid long-term disability insurance to provide 66 2/3% of gross income after ninety (90) calendar days, not to exceed the limits of the plan. These premiums are to be paid by the individual employee on a post-tax basis via payroll deductions based upon LTD enrollment decisions.

16.3.1.6 The College (employer) contributions toward the total cost of OEGB health insurance premiums for classified employees are listed below. These College (employer) contribution levels toward the total cost of health insurance premiums shall be considered the "cap" (or "base") for College (employer) health insurance premium contributions for purposes of the "stop loss" language in 16.3.1.7 below.

- 1) \$827.73/Mo. -Employee Only
- 2) \$1,805.01/Mo. -EE+ Spouse/Partner
- 3) \$1,592.29/Mo. -EE+ Children
- 4) \$2,567.51/Mo. -Full Family

16.3.1.7 Stop Loss - The Employer contribution toward monthly insurance premiums are the amounts listed in #4 above 16.3.1.6. If the premium for a plan exceeds the cap, classified employees may be responsible for picking up a portion of the insurance premium increase using the formula below:

- 1) Employee Only - Employer pays 100% of increase.
- 2) Employee + One - Employer pays 95% of increase. Employee pays 5%.
- 3) Full Family-Employer pays 90% of increase. Employee pays 10%.

16.3.2 Section 125 Flexible Spending Account
(For employees hired into budgeted positions of .500 FTE or greater)

16.3.2.1 Section 125 Plan: The College agrees to sponsor a flexible spending account plan for eligible employees.

16.3.2.2 Eligible employees must first voluntarily contribute a minimum of \$240/year to their healthcare Section 125 account from their own gross payroll, subject to Section 125 pre-tax withholding.

16.3.2.3 College Contribution: Employee Only

- 1) For classified members contributing \$500 or less to Sec. 125, the College shall contribute \$500 annually to the classified member's Sec. 125 account. In addition, the College shall pay a stipend of \$170 to such classified members no later than February 25 each calendar year.
- 2) For classified members contributing between \$500.01-\$670.00 to Sec. 125, the College shall

match the classified member's contribution dollar for dollar up to \$670.00. In addition, the College shall pay a stipend no later than February 25 each calendar year according to the following formula where x is the amount the classified member contributes annually. $(\$670 - x) = \text{stipend amount}$. Example: if a classified member contributes \$600, the stipend amount will be 70 i.e., $(\$670 - \$600) = \$70$.

- 3) For classified members contributing \$670 or more to Sec. 125, the College shall match the classified member's contribution dollar for dollar up to \$670. Example: if a classified member contributes \$670, the College will contribute \$670.

16.3.2.4 College Contribution: Employee plus Spouse/Partner

- 1) For classified members contributing \$500 or less to Sec. 125, the College shall contribute \$500 annually to the classified member's Sec. 125 account. In addition, the College shall pay a stipend of \$840 to such classified members no later than February 25 each calendar year.
- 2) For classified members contributing between \$500.01-\$1,340.00 to Sec. 125, the College shall match the classified member's contribution dollar for dollar up to \$1,340. In addition, the College shall pay a stipend no later than February 25 each calendar year according to the following formula where x is the amount the classified member contributes annually. $(\$1,340 - x) = \text{stipend amount}$. Example: if a classified member contributes \$600, the stipend amount will be \$740 i.e., $(\$1,340 - \$600) = \$740$.
- 3) For classified members contributing \$1,340.01 or more to Sec. 125, the College shall match the classified member's contribution dollar for dollar up to \$1340. Example: if a classified member contributes \$1,400, the College will contribute \$1,340.

16.3.2.5 College Contribution: Employee plus Child(ren)/Full Family.

- 1) For classified members contributing \$500 or less to Sec. 125, the College shall contribute \$500 annually to the classified member's Sec. 125 account. In addition, the College shall pay a stipend of \$1,215 to such classified members no later than February 25 each calendar year.

- 2) For classified members contributing between \$500.01-\$1,715.00 to Sec. 125, the College shall match the classified member's contribution dollar for dollar up to \$1,715. In addition, the College shall pay a stipend no later than February 25 each calendar year according to the following formula where x is the amount the classified member contributes annually. $(\$1,715 - x) = \text{stipend amount}$. Example: if a classified member contributes \$600, the stipend amount will be \$1,115 i.e., $(\$1,715 - \$600) = \$1,115$.
- 3) For classified members contributing \$1,715.01 or more to Sec. 125, the College shall match the classified member's contribution dollar for dollar up to \$1,715. Example: if a classified member contributes \$1,800, the College will contribute \$1,715

16.3.3 An open enrollment period will be provided prior to any rate adjustments for employees to change their dependent coverage.

16.3.4 Health Savings Account (HSA)
(For employees hired into budgeted positions of .500 FTE or greater)

16.3.4.1 The College agrees to sponsor a Health Savings Account (HSA) for eligible classified employees.

16.3.4.2 The College shall establish Health Savings Accounts (HSA) for employees who enroll in a high deductible plan under OEBC. The College shall contribute \$800 for the Employee Only enrollment tier, and \$1,700 for the Full-family enrollment tier. Classified employees who enroll in HSA plans are eligible to enroll in a limited purpose FSA plan (the college contribution goes to the HSA plan).

16.4 **Benefit stipend in lieu of insurance**
(For less than .500 FTE employees)

16.4.1 After the completion of 700 hours of classified employment in any consecutive twelve (12) month period, employees shall receive a benefit stipend of \$150 per month. Hours worked will be monitored on a semi-monthly basis to establish eligibility. This stipend shall be added to the employee's salary and shall be paid so long as the employee maintains an employment level of 700 hours in a twelve (12) month period. Once initial eligibility is established, cumulative hours worked will be monitored on April 1 and October 1 each year. In order to maintain eligibility for the stipend for another six-month period, the employee must have worked at least 700 hours in the twelve (12) month period prior to these review dates. The stipend will not be paid in any pay period in which the employee does not work.

16.5 **Uniforms**

16.5.1 The College will provide any uniform or other protective clothing which it

requires its employees to wear.

16.6 Insurance Premium Assistance Program

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

16.6.1 The Insurance Premium Assistance Program (IPAP) is designed to assist with insurance premiums for those employees who have exhausted all available leave accounts. Employees qualify for the program using the following criteria:

16.6.1.1 All accumulated leave hours have been exhausted (sick, vacation, personal).

16.6.1.2 College-paid insurance benefits have been exhausted.

16.6.1.3 Employee has one full year of employment with the College (12 months of seniority).

16.6.1.4 Physician's statement certifying employee's inability to work has been received.

16.6.1.5 Employee's insurance entitlement under FMLA, PFML, and OFLA has been exhausted.

16.6.2 The IPAP will provide insurance premiums for coverage at existing levels for up to three (3) months.

16.6.3 One representative appointed by the Union and one representative from the College will review all requests and approve disbursements with funds being transferred to cover the premium expense.

16.6.4 Employee Assistance Plan: the College shall maintain an Employee Assistance Plan, which shall be available to all unit members.

16.7 Wellness Activities

16.7.1 Classified bargaining unit members may be granted release time equivalent to a 1 credit class per week to be used for College Wellness Program activities subject to the guidelines outlined in article 16.2 (Class Attendance)

16.8 PERS Pickup

16.8.1 If for any reason, including by reason of ballot measure, legislative action, or by order of any court of competent jurisdiction, any portion of PERS IAP contributions are diverted, then on the first payroll period following the effective date of the change, pursuant to ORS 238A.340, the Employer agrees to increase contributions to PERS for all Tier 1, Tier 2 and OPSRP employees by the amount of diverted funds from the respective plans.

17 Leave With Pay

17.1 Emergency Leave

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

17.1.1 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 to attend to the needs or affairs of the immediate family member. Approval of the employee's absence is separate from determination for eligibility of emergency leave. Requests for emergency leave utilization should be sent to Human resources. 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 will be counted against the employee's OFLA/FMLA allowances (see Article 18.4). Up to five (5) additional work days may be granted by the President or their designee upon written request from the employee. 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 instead of salary loss for the difference. The employee shall provide the earliest possible notice of their absence to their supervisor. In the case of critical illness or accident, they shall be required to submit written validation of the reason for the leave. Emergency leave shall be subject to OFLA/FMLA maximum allowances to the extent allowed by law. For the purpose of this Article and Article 17.3, the immediate family members include:

17.1.1.1 Parents, spouse or domestic partner, children, siblings, other- or father-in-law, son- or daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, great-grandparents, great-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.

17.1.1.2 Step, foster, and in-law relationships shall be included for all categories above.

17.1.1.3 Step and in-law relationships shall be inclusive of non-married domestic partners of any gender.

17.2 **Personal Leave**

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

17.2.1 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:

17.2.1.1 Twenty-four (24) hours of personal leave shall be awarded on January 1, annually. Personal leave shall not

accumulate or roll over from one calendar year to the following calendar year. In the event of an employee's resignation or termination, personal leave hours shall not be subject to final pay-off.

17.2.1.2 Leave will be used only to attend to the personal obligations of the employee.

17.2.1.3 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.

17.3 Sick Leave

17.3.1 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 before the need for sick leave or as soon as possible after knowing of such condition. Accumulation of sick leave shall be unlimited. New staff members may transfer the allowable sick leave limit accumulated in any Oregon PERS employer to Lane Community College. Sick leave will be allowed when an employee cannot work scheduled hours because of their illness, injury, or medical treatment, or that of a family member as provided under state and federal law. The employee's eligible sick leave balance will be reported to PERS upon termination.

17.4 Oregon Paid Leave

17.4.1 The Oregon Paid Leave (OPL) program will apply to all members of the LCCEF bargaining unit, subject to the following:

17.4.1.1 The Employer will pay both the employer's and employee's share of the required Oregon Paid Leave (OPL) contribution not to exceed 1% of wages. OPL contributions up to this threshold will not be deducted from an employee's pay.

17.4.1.2 Employees may elect to use accrued leave to make up the difference between their regular compensation and benefit amounts paid from the OPL program consistent with eligibility definitions used for OPL.

17.5 Vacation

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

17.5.1 Employees with less than five (5) years of continuous service shall accrue vacation at the rate of 7.50 hours per each full calendar month of service completed. Employees with five (5) or more full years of continuous service accrue vacation at the rate of 15 hours per full

calendar month of service completed. Employees who work less than full-time annually (1.00 FTE) accrue vacation monthly on a pro-rated FTE basis.

- 17.5.2 Vacation computing and accounting shall be on a calendar year basis as provided in Article 17.6.1 (January 1 – December 31). The roll-over date shall be adjusted to January 1, annually. The maximum number of accrued vacation hours employees may carry over shall be no more than two hundred and forty hours. In no case will employees be compensated for unused vacation not used and subsequently lost, except via the process provided for in 17.5.7. 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.
- 17.5.3 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.
- 17.5.4 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.
- 17.5.5 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 the salary due the decedent is paid.
- 17.5.6 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.
- 17.5.7 Employees wrongfully denied vacation leave requests resulting in the loss of vacation hours over the 240-hour cap identified in Article 17.5.2 may file a grievance per Article 10.

17.6 **Holidays**

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

- 17.6.1 Paid Holidays shall be awarded to eligible LCCEF bargaining unit employees consistent with the thirteen (13) 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 (for 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), Juneteenth, 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.

- 17.6.2 Employees required to work on designated holidays shall be compensated at a rate of one and one-half (1-1/2) times their regular pay rate for all hours worked in addition to holiday pay. When a recognized holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday or the following Monday shall be observed, as determined by the College.
- 17.6.3 Employees who work less than full-time on an annual basis (1.00 FTE) will receive a pro-rated portion of the thirteen (13) designated holidays. This pro-rated amount will be divided into equal payments and distributed to the employee each pay period.
- 17.6.4 Hourly classified employees (less than .500 FTE) assigned to work on one of the thirteen (13) designated holidays outlined in Article 17.6.1 shall be paid at a rate of one and one-half (1 ½) times their regular pay rate for all hours worked when assigned to work on a designated holiday.

17.7 Court and Jury Duty

- 17.7.1 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 are not required to return to work unless at least three hours are left in their shift after such duty.

17.8 Military Leave With Pay

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

- 17.8.1 An employee member of the active and Reserve components of the United States armed forces 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 losing 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 temporarily. Leave with pay shall not be given to employees entering military service for extended and indefinite periods of active duty.
- 17.9 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 a calendar year basis. Holiday compensation for C-2 employees working less than 1.0 FTE shall be analyzed annually in June and adjusted consistently with the C-2 worksheets.)

17.10 College Closure Days

17.10.1 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 once 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 summer when the College is closed. This benefit was bargained in lieu of raises.

18 Leave Without Pay

18.1 Leave Without Pay

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

18.1.1 A permanent employee may be granted a leave of absence without pay for up to one (1) year when, in the College's judgment, the department can accommodate the absence. Requests for such leave must be in writing and must establish sufficient justification for approval. Such requests will be submitted to the College to allow an adequate time for review. Responses to such requests will be given to employees in time to allow sufficient opportunity for planning.

18.1.2 An employee desiring to return from such approved leave of absence of up to four (4) months shall notify the College in writing at least fourteen (14) calendar days prior to the date of intended return. Employees desiring to return from leaves of absence of four (4) months or more shall notify the College in writing at least sixty (60) calendar days prior to the date of intended return. The College shall return the employee to the employee's former position if that position exists or to a comparable position in the occupational category for which the employee qualifies.

18.2 Parental Leave

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

18.2.1 Maternity disability will be considered just as any other valid temporary disability. The actual length of such leave shall be determined by the employee's doctor, except that in no case shall such leave be granted or extended beyond a total of one (1) year. Parental leave up to one (1) year shall be allowed, upon request, for the care of infant children.

18.2.2 An employee returning immediately following the period of actual disability shall be returned to the same position that they held at the time the leave was granted. An employee granted parental leave or maternity leave beyond the period of actual disability shall be returned in accordance with the provisions outlined in Article 18.1, Leaves Without Pay.

18.3 Military Leave of Absence Without Pay

18.3.1 An employee who is a member of the Active and Reserve components of the armed forces of the United States shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as their last held position at the salary rate prevailing for such class in accordance with USERAA guidelines.

18.4 Family Medical Leave – OFLA/FMLA

(Applies to all Classified employees who meet the eligibility criteria defined by the applicable leave law)

18.4.1 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 employees the maximum allowable benefit of accrued leave and family medical leave. In evaluating an employee's eligibility, the College employs a 52-week "rolling forward" leave year. For purposes of OFLA/FMLA, the College and Union agree that the definition of "immediate family" in Article 17.1 shall apply.

18.5 Political Leave

18.5.1 A classified employee at .500 FTE or greater who is elected or appointed to a public office which requires their absence from their College assignment for an extended period of time shall be granted a political leave of absence for the duration of such public service. Such leaves of absence shall be unpaid.

18.5.2 Upon their return, they shall be placed at the same level and step on the classified compensation schedule as they were at the time that the political leave of absence was granted.

18.5.3 An unpaid leave of absence for up to ninety (90) calendar days shall be granted per fiscal year to any contracted employee upon application to Human Resources for the purpose of running for political office.

19 Pay Policies

19.1 The College shall pay employees on a semi-monthly basis. Semi-monthly pay on the 10th for time worked from the 16th through the 31st of the previous month

and on the 25th for time worked from the 1st through the 15th of the current month.

19.2 Payroll Deductions

- 19.2.1 The College, when so authorized and directed in writing by an employee on the authorization form provided by the College, will deduct Union dues and insurance premiums from the wages of such employee. The amount of Union dues to be deducted shall be certified in writing to the College by the Union. The aggregate deductions shall be remitted to the Union monthly.
- 19.2.2 Except as provided in Article 7, any authorization for payroll deductions may be canceled by an employee upon written notice to the College and the Union, to be effective starting the following pay period. Arrangements can also be made by the individual staff member for deductions for credit unions, mutually agreed upon charitable contributions, health insurance, and tax-sheltered annuities.

19.3 On-the-Job-Injury Insurance

- 19.3.1 Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their normal duties on their previously scheduled work days will be paid their regular salary for lost time not to exceed paid leave time available. Whenever an employee receives a check from Workers' Compensation, the employee shall reimburse the college for the amount of time loss if accrued paid leave was used during the same period. Medical progress reports from the employee's doctor may be required by the College prior to approval of such payments.
- 19.3.2 Accrued leave shall be deducted as an offset to the salary paid. The College will use the compensation received from Workers' Compensation to reduce the number of hours of leave deducted. The amount of Workers' Compensation received will be divided by the hourly rate of pay of the staff member, and the result is the number of hours of leave to be reinstated.

19.4 Reimbursement for Personal Expenses

- 19.4.1 Classified personnel shall be reimbursed for authorized personal expenses occurring while on official College business at the current established College rate. Official trips shall be those approved by the President or a designated representative. When a College-owned vehicle is not available, the employee shall be reimbursed at the current established College rate per mile when required to use a private automobile on College business.

19.5 Public Employees Retirement System

- 19.5.1 The College will continue to pay the 6% employee contribution to PERS. The College agrees to continue to pay the PERS employee (6%) "pick-up" through the term of this Agreement. The College and

the Union shall negotiate any area of the PERS agreement declared to be invalid by a court of competent jurisdiction.

19.6 Temporary Assignment to Higher Classification

- 19.6.1 Employees assigned by the College to assume the "core" duties and responsibilities of a higher, existing job classification for ten (10) or more consecutive work days shall be placed at the first step on the higher level, which represents a wage increase, plus one additional step on that level. This increase shall be retroactive to day one (1) of the temporary assignment. No temporary assignment shall be made in excess of 120 calendar days during a twelve-month period without the specific consent of the Union and the employee. If temporary assignment results in an increase in pay level that extends beyond 120 calendar days within a twelve-month period, except as agreed by the Union and the employee as noted above, then the pay level and the assignment of duties shall be deemed to have been made permanent by the College. Exceptions to the 120 calendar day limit shall be limited to employees assigned to assume the duties of other employees who are not available to work because they are out on any type of approved leave of absence covered by this contract, including leaves covered by FMLA/OFLA and active military duty. This exception does not include temporary assignments to cover for employees who are out on approved vacation or personal leaves or employees out on unpaid leaves under Article 18.1 except by mutual agreement between the College and the Union.
- 19.6.2 Employees temporarily assigned to assume a higher level of duties and responsibilities that do not match any existing job classification for more than ten (10) working days but less than ninety (90) calendar days shall be placed at the same step on the next higher level. If the temporary assignment exceeds eighty-nine (89) calendar days, a two-member team will be appointed by the Joint Review Committee to assign a salary range placement based on actual duties assigned. The employee will move to the same step on the new level. Any wage increase resulting from this review will be made retroactive to day one (1) of the temporary assignment.

19.7 New Hires Salary Placement

- 19.7.1 Placement of employees new to the College on the salary schedule will be according to relevant experience and education.
- 19.7.2 New employees may not be placed on a salary schedule higher than any current employee in the same classification with the same or greater number of years of relevant experience and education.
- 19.8 Employees who earn relevant degrees while employed at the College should notify HR for their earned step increase to take effect.
- 19.9 Employees cannot exceed the top step of the payscale through a process defined in 19.8 but would instead receive a partial credit for a degree to bring

them to the top step.

19.10 Promotional Placement

- 19.10.1 When an employee is promoted to a position in a higher salary range, the employee will be placed on a step that provides a salary increase equivalent to one step on the salary schedule or to the first step of the higher range, whichever is greater.
- 19.10.2 Exceptions may be made as necessary to ensure promotional placement at a step equal to that available to an equally qualified outside applicant. For purposes of experience evaluation, relevant experience and education will be on a one (1) year for one (1) year basis regardless of where such experience is earned.

19.11 Special Compensation

- 19.11.1 Bilingual Designation - Employees hired by the College because of their bilingual language skills shall be compensated at one full pay level higher and at the same step placement above the established classification and pay level for a specific job classification. This pay differential shall apply only to employees hired into positions that specifically require bilingual language skills as a mandatory minimum qualification for the job assignment. Examples include but may not be limited to (1) Translation to and from English to another language, (2) speaking or interpreting skills in languages other than English, and (3) the use of American Sign Language as an essential job function. Employees hired into positions and assignments for which the bilingual language pay differential applies shall be subject to the same layoff/recall provisions as non-bilingual employees in the same job classifications and job families (see 12.1 and 12.2). The union shall be notified of such positions prior to being posted, and the College and the Union shall meet at least annually to review the status of such positions.
 - 19.11.1.1 Employees who transfer into or whose position is subsequently identified to make use of bilingual language skills will be compensated in accordance with 19.11.1.
- 19.11.2 Lead Designation - College managers may recommend and request "lead worker" assignments in a given division or department. Employees who are selected for "lead worker" duties shall be compensated at one pay level higher and at the same step as the current job classification and pay level for the respective employee. Examples of "lead worker" duties may include but are not limited to leading the work of co-workers, performance of quasi-management responsibilities such as independent decision-making and leadership, special project management, and related administrative duties.
- 19.11.3 College service - The college will allow classified employees who perform chair responsibilities on a college committee or project to claim up to 16 hours per month of overtime. If the employee, at the

end of the academic year, has not claimed any overtime, the employee shall receive a stipend of \$1000. These amounts can be prorated based upon responsibility, i.e., if there are co-chairs, each employee would receive a minimum of 8 hours/month. Regular members of college committees or projects, if assigned, will receive release time, to be determined by their supervisor.

19.11.3.1 The committees covered by this clause include:

- 1) Governance Councils
- 2) Budget Development Subcommittee
- 3) Institutional Effectiveness Committee

19.11.3.2 Additional committees may be added to this list by mutual agreement.

20 Wages

20.1 Salary Schedule

20.1.1 For the 2023/24 fiscal year, the salary schedule shall be effective July 1, 2023, for bargaining unit employees who are actively employed, on lay-off, or who are on authorized leave at the time of the contract ratification.

20.2 Cost of Living Adjustments (COLA)

20.2.1 The LCCEF salary schedules for 2023/2024 and 2024/2025 shall be adjusted by 6.75% for 2023/24 and by 3.09% for 2024/25.

20.3 Steps

20.3.1 All classified employees who are eligible shall receive a full step effective July 1, 2023. For the 24/25 fiscal year, a full step will be granted for all eligible classified employees.

21 Classification and Compensation Study

21.1 The College agrees to contract with an external consultant to complete a comprehensive review of job classifications and compensation (classification/compensation study), to be completed as expeditiously as possible, with an RFP issued within three months of contract ratification and a vendor under contract within six months of ratification.

21.2 The review will be considered complete when:

- 21.2.1 Each classification description has been reviewed, and new classifications have been rewritten where appropriate
- 21.2.2 Position compensation has been compared against similar positions in western Oregon & Washington

- 21.3 Upon completion of the work by the consultant, the College and the Union agree to begin bargaining implementation, including but not limited to Appendix C.
- 21.4 The work will be monitored by an oversight committee, who shall help develop the RFP, evaluate responses, and monitor the work of the vendor. The committee shall be composed of up to three (3) representatives of the College and three (3) representatives of the Union. The committee may appoint ex-officio members as needed.

22 Interim Bargaining

- 22.1 The College and the Union hereby agree that all interim bargaining over any subjects during the term of this agreement through June 30, 2029, shall be conducted under the ninety (90) day interim bargaining guidelines as specified in ORS 243.698 with the following exception:
- 22.2 Should the parties request mediation consistent with ORS 243.698 (4), the 30 (thirty) days required for mediation shall be in addition to the ninety-day (90) period specified in ORS 243.698.

23 Email Accounts

- 23.1 All classified employees shall have a college email account established within thirty (30) calendar days of their initial hire date. Managers shall afford employees reasonable access to a college computer and paid time to review email related to college business

24 Budget Exigency

- 24.1 The Board of Education shall have the right to declare a Budget Exigency and require re-negotiation (as per Article 22) of Step, salary schedule adjustments, and Insurance elements of this agreement under the following circumstances.
 - 24.1.1 If by action of the State of Oregon, the state funding to the College is to be reduced by 5% or more of the amount previously appropriated for that fiscal year in the State budget; *or*
 - 24.1.2 The state appropriates an amount for the College in the following biennium, which is a reduction of 5% or more relative to the amount which had been allocated to the College in the preceding biennium.
- 24.2 The terms of this Article shall apply only if the LCCEA is similarly affected by re-negotiations required for the same budgetary reduction, by a budget exigency clause in the LCCEA contract, and for the same contract elements

25 Virtual Work

25.1 Technology

- 25.1.1 The college will provide the hardware and software necessary for the employee to be successful at their work site within reason, including those employees who work some or all of their jobs remotely.

- 25.1.2 Employees may bring personally owned mobile devices (laptops, tablets, and smartphones) to College campuses and sites, but the college does not guarantee support for these devices.
- 25.1.3 Both the college and union are supportive of leveraging technology and artificial intelligence to amplify the work done by college employees.

25.2 Virtual Work Sites

- 25.2.1 The College is supportive of opportunities for work to be accomplished at virtual work sites subject to meeting the needs of the College and student experience. Arrangements to accomplish the employee's assignment are between the individual and the department administrator and at the discretion of the College. Arrangements are subject to, at a minimum, annual review by the administrator for continuation and a signed copy should be on file with Human Resources.

Managers will consider employees' preferences between in-person and virtual work sites while determining departmental needs.

- 25.2.2 Employees may be required to attend face-to-face meetings when they are regularly scheduled to work remotely. Alternate arrangements may be agreed to by both the employee and their manager.
- 25.2.3 If an employee on a remote schedule is expected to attend an in-person activity, transportation time between their remote worksite and the activity location will be unpaid. Employees are expected to flex their time appropriately.
- 25.2.4 For all job postings after ratification of this agreement, the College will include work site expectations as a part of the post. Language may include, on-site, remote, or hybrid eligible, subject to change based upon College needs.

25.3 College Paid/Provided Cell Phone Use:

- 25.3.1 Classified employees who are assigned by their responsible manager to carry and use a cell phone during assigned work hours for college business purposes would have two options:

- 25.3.1.1 These classified employees could elect to receive a college-issued cell phone through their respective departments, and these employees would be required to sign an agreement acknowledging that this college-issued cell phone shall be used for college business only. This option would also require routine and regular monitoring that the college-issued cell phone is maintained and used for college business only or

- 25.3.1.2 The employee assigned by the responsible supervisor to

be available during the work day via cell phone could elect to carry their own personal cell phone and use their personal cell phone for college business. These employees would receive a \$30.00/month stipend to be added to gross payroll and subject to normal taxes. An employee's manager may request a higher stipend if that manager can demonstrate, to the satisfaction of the Chief Finance Officer, that the employee's use requires an increased allowance.

25.4 Home Internet Access

25.4.1 The College will authorize College-reimbursed home internet access for employees not in all-remote or hybrid positions who are regularly required to monitor College information technology and business systems from their homes. The employee will be reimbursed with a monthly stipend in the amount of seventy-five dollars (\$75) to be included in the employee's regular monthly wages and subject to payroll taxes as a supplemental benefit of employment. An employee may request a higher stipend if the employee can demonstrate to the authorizing manager that the employee's use requires an increased allowance.

25.4.1.1 In the event that usual broadband internet service (i.e., service that is not satellite-based) is not available at the employee's residence, or for any other reason that the employee is unable to obtain broadband internet service, the College may authorize the use of a College-provided laptop and College-provided broadband card to perform such duties.

25.5 Proximity On-Call:

25.5.1 Employees required to be on proximity on-call for the College will receive 4 hours of compensation (with overtime if earned) for each weekend day, holiday, or any day that the College is closed and the employee is on-call. Compensation for callback hours when an employee must report for work shall be based upon Article 15.3.2. Proximity to the College is defined as being physically within 1 hour of their defined on-call location and being available by cell phone or another immediate communication device.

26 Professional Development

26.1 The College shall provide classified employees with the appropriate opportunities and support for professional growth and development. The manager will work with employees in budgeted positions to develop a written professional development plan that the employee would like to pursue and would allow them top professional advancement within the College. With an approved plan, the College will allow staff members to schedule up to a total of ten percent release time from the job for any combination of approved professional development activities.

These opportunities include, but aren't limited to: participation in job or career related development programs or activities, job shadowing, facilitating College sponsored learning activities for other College employees for which they are not otherwise compensated, or Taking college courses as outlined in article 13.2 of the Lane Community College Employee Federation Collective Bargaining Agreement. Available release time is limited to the time in instruction or active synchronous participation in selected programs (i.e. not for completing out of class assignments or study that has no set meeting times).

In departments where there is high employee interest in participation or low staffing levels, employees and their managers will need to work collaboratively to find solutions to accommodate this professional development program. Such solutions might include, but aren't limited to: staggering participating schedules so release doesn't fall largely on the same days per week, or limited the number of employees participating during a particular term, but shall work to accommodate plans as much as possible. Employees who feel that they are being treated unfairly in manager determinations about participation may file a grievance under the provisions of the Lane Community College Employee Federation Collective Bargaining Agreement.

- 26.2 The College shall establish a non-rolling annual fund of \$25,000 to support advanced study among classified employees to be managed through the Classified Professional Development Committee.

Appendix A: Problem-Solving and Dispute Resolution

Memorandum of Understanding between Lane Community College and Lane Community College Employees Federation

January 14, 1998

Purpose: The intent of this process is to obtain a timely resolution to issues as raised by an employee, a manager, the Union or Human Resources. The process involves using the below-listed steps in attempt to resolve disputes of issues between employees and supervisors or the union and management in regards to contract administration. The intent is that a full investigation of any issue and a complete disclosure of information will take place to enhance the problem-solving. Both parties have the ability to waive the prescribed formal grievance process timelines in order to try alternative methods of resolution. This agreement does not in any way preclude the access or usage of formal dispute resolution procedures described in the Public Employees Collective Bargaining Act as amended.

Section A:

The following process steps may be used to try and resolve issues involving an employee(s) and the immediate supervisor before they enter the formal grievance procedure:

1. The employee(s) and supervisor meet to discuss issues(s). Encouragement is provided at this early stage to attempt to resolve the issue(s) at this level.
2. If the issue(s) is not resolved, a LCCEF representative may be requested to assist. The representative will report back to a labor relations representative(s) designated by the College President with any unresolved issue(s) and a need to move to process step 3.
3. This process step provides an informal meeting of the employee(s) involved, the employee's supervisor, representatives from the LCCEF and a labor relations representative(s) designated by the College President. The parties will meet to attempt to resolve the issue(s). The representatives will attempt to bring assistance to the problem-solving process. This informal process will occur within 10 working days. The LCCEF representative may bring the issue to the College labor relations representative if the representative was present in process step 2.
4. This process step brings the parties of process step 3 together with the appropriate vice-president(s) if the involvement of the vice-president could provide the necessary pieces toward a resolution of the presented issue(s). This informal process will occur within 10 working days from the conclusion of process step 3.
5. At the conclusion of process steps 2 and/or 4, the involved parties will make a determination as to the next steps to resolution. The parties have the resolution options available to them as listed in Section C.

Section B:

The following process steps will be used to try and resolve issues involving contract administration before they enter the formal grievance procedure:

1. The LCCEF President and a labor relations representative designated by the College President will meet to discuss any issues(s) that are brought to the attention of either party. The two parties involved will discuss the contract issue and attempt to bring the issue to resolution. The representatives will meet within 10 working days of being notified of an issue(s).
2. The LCCEF and College labor relations representatives will convene any stakeholders or information providers needed to assist in the issue clarification through information disclosure and problem-solving. The larger problem-solving group will be convened within 10 working days. The parties have available to them the resolution options listed in Section C.

Section C:

Resolution Options for Problem Solving and Dispute Resolution:

- A. Formal grievance process.
 - a. The parties agree to enter the formal grievance process at Step 2 and follow the steps and requirements of the language in Article 10. The grievance procedure shall be a valid option only if the issue meets the contractual definition of a grievance.
- B. Third-party mediator.
 - a. A third-party mediator is selected by the parties, and the method of payment is determined, if necessary.
- C. Bargaining.
 - a. Bargaining is initiated to create language changes, additions, and/or deletions followed by ratification by the membership and the Board of Education. Bargaining shall be an option only if the issue(s) involves wages, hours, and working conditions of employment and in any situation defined as "dealing" by the NLRB.*
- D. Memo of Agreement.
 - a. A Memorandum of Agreement is written to handle issues outside of the bargaining process.
- E. No Further Action.
 - a. The parties agree that no further action is needed at this time.

"Dealing" involves a bilateral mechanism between two parties. Ordinarily, it entails a pattern or practice in which a group of employees, over time, makes proposals to management, management responds to these proposals by acceptance or rejection by work or deed, and compromise isn't required.

Appendix B: Downtown Center Residential Facility Staffing

Memorandum of Agreement Between Lane Community College (College) and Lane Community College Employees Federation (LCCEF)

LCCEF and the College hereby agree:

1. That LCCEF shall continue to waive provisions of Article 9.2.6 of the LCCEF collective bargaining agreement with respect to staffing in the residential facility of the College's Downtown Center. Such waiver shall expire on the end date of this contract; and
2. The waiver shall not apply to the provision of Public Safety services; and
3. The College shall require any management firm which may be retained with respect to provision of services at the residential facilities at the Downtown Center to provide the College, at least quarterly, a report as to the number of staff hours provided for custodial and maintenance services at the residential facilities at the Downtown Center; and
4. The College shall provide to LCCEF a copy of the staffing report provided by the management company.
5. Whenever the college procures a management firm, it shall provide the analysis for running the facility internally to LCCEF at least thirty days before publishing the request for proposals.

Appendix C: Classification Families

Administrative Family

- Administrative Coordinator (11)
- Administrative Specialist (9)
- Administrative & Technology Specialist (12)
- Administrative Support Specialist (7)
- Department Coordinator (11)
- Human Resources Analyst 1 (12)
- Human Resources Analyst 2 (14)
- Instructional Coordinating Specialist (8)
- Office Support Specialist (5)
- Project Coordinator (14)
- Project Coordinator 2 (17)
- Project Specialist 1 (10)
- Project Specialist 2 (12)

Campus Infrastructure Family

- Courier (6)
- Custodian (6)
- Custodial Services Coordinator (8)
- Facility Planner (14)
- Facilities Specialist (8)
- Groundskeeper (6)
- Groundskeeper/Equipment Operator (7)
- Lead Custodian (7)
- Lead Groundskeeper (11)
- Mail & Warehouse Services Spec (8)
- Offset Press Operator (8)

Communications Family

- Grants Coordinator (14)
- Graphic Artist (10)
- KLCC Program Coordinator (14)
- KLCC Program Host (9)
- KLCC Sales Representative (1)
- Lead KLCC Program Host (10)
- Lead Telephone Console Operator (5)
- Marketing Specialist (8)

- Public Information Specialist (11)
- Telephone Console Operator (4)

Financial Family

- Accountant (12)
- Accountant Trainee (10)
- Accounting Specialist (5)
- Financial Specialist 1 (8)
- Financial Specialist 2 (10)
- Financial Specialist 3 (12)
- Procurement Specialist (10)

Instructional Support

- Assessment/Testing Specialist 1 (7)
- Assessment/Testing Specialist 2 (10)
- Costumer (10)
- Facility Coordinator (10)
- Instructional Specialist (8)
- Instructional Support Specialist (5)
- Rec/Sports & Special Events Coordinator (7)
- Science Laboratory Coordinator (13)
- Technical Scene Shop Coordinator (12)

Library

- Archives/Records Mgmt Spec (9)
- Coordinator of Library Circulation Services (8)
- Library Assistant (4)
- Library Technician (7)
- Library Associate (10)

Public Safety Family

- Public Safety Officer 1 (10)
- Public Safety Officer 2 (12)
- Public Safety Officer 3 (14)
- Public Safety Officer 4 (17)

Student Family

- Degree Evaluator 1(12)
- Degree Evaluator 2 (14)
- Enrollment Services Advisor (11)
- Financial Aid Advisor (12)
- Lead Student Services Specialist (7)
- Student Advisor 1 (8)
- Student Advisor 2 (11)
- Student Services Specialist (6)

Specialists Family

- Accommodation Specialist (11)
- Administrative Medical Office Assistant (9)
- Child Care Coordinator (13)
- Developmental Disability Specialist 1 (6)
- Developmental Disability Specialist 2 (12)
- Early Childhood Teacher (7)
- Food Service Coordinator (8)
- Interpreter for the Hearing Impaired (17)
- Medical Office Assistant (10)

Technology Family

- Information Technology Technician – Intermediate* (13)
- Information Technology Technician

- Advanced (13)
- Network Administration Specialist – Intermediate*(17)
- Network Administration Specialist – Advanced (17)
- Technology Analysis & Design Specialist – Intermediate* (17)
- Technology Analysis & Design Specialist – Advanced (17)
- Technology Equipment Systems Technician – Intermediate* (15)
- Technology Equipment Systems Technician – Advanced (15)

Trades Family

- Aircraft Maintenance Technician (11)
- Automotive Mechanic (10)
- Carpenter (11)
- Electrician (14)
- HVAC Technician (13)
- Lead Aircraft Maintenance Technician (14)
- Lead Electrician (17)
- Lead Carpenter (12)
- Lead Painter (11)
- Maintenance Helper (4)
- Maintenance Worker (9)
- Mechanical Maintenance Technician (15)
- Painter (10)
- Special Maintenance Lead (10)

** Maximum step for Intermediate technology family classifications is payroll step 11*

Appendix D: MOA on Accountant Trainee Positions

Memorandum of Understanding between Lane Community College and Lane Community College Employees Federation

December 11, 1996

This memo documents the understanding that was reached by the bargaining teams December 11, 1996 on timing for advancement from Trainee classification (Accountant Trainee). The job class description for this classification includes the following language:

Employees assigned to this class are automatically promoted to [Accountant} after 2 full years of experience with LCC systems.

The teams have discussed the intent of this language and have agreed that Trainees in this class should move to the higher class no later than 2 years after the date of hire into the Trainee class. This does not, however, preclude the manager from moving the employee at an earlier date if, in the manager's estimation, the employee can satisfy the requirements of the higher classification.

Appendix E: Technology Employee Compensation and Classification

Memorandum of Agreement between Lane Community College and Lane Community College Employees Federation

May 2, 2016

Technology Classifications:

- Information Technology Technician – Pay Level 13
 - Intermediate Level – Steps 1 through 11
 - Advanced Level – Steps 1 through 19
- Technology Equipment Systems Technician – Pay Level 15
 - Intermediate Level – Steps 1 through 11
 - Advanced Level – Steps 1 through 19
- Network Administration Specialist – Pay Level 17
 - Intermediate Level – Steps 1 through 11
 - Advanced Level – Steps 1 through 19
- Technology Analysis and Design Specialist – Pay Level 17
 - Intermediate Level – Steps 1 through 11
 - Advanced Level – Steps 1 through 19

Each of the classifications has a distinct job description by the position profiles that were defined by the Technology Action Group. Human Resources and the Chief Information Officer (CIO) will consult the Knowledge, Skills and Abilities (KSAs) for the appropriate classification and position allocation based on comparison of all other technology employees in similar or like positions.

Placement of New Employees:

New employees entering the Technology Family from outside of LCC will be placed with the appropriate Intermediate or Advanced sub-levels, based on the judgment of Human Resources, the CIO and the department or division manager, as necessary. The job description or collection of Knowledge, Skills and Abilities (KSAs) will be used to post and place employees with the appropriate classification and within the intermediate or advanced levels.

Reclassification:

Non-tech employees who believe their position more properly lies in one of the technology classifications, or current technology employees who believe that they are not in the proper classification or are requesting a move or from an intermediate level to an advanced level of the same classification, will submit a request for reclassification under the same procedures as outline in Article 13.1

The Job Description Questionnaire accompanying such requests must document the new KSA's required by the College and acquired by the employee. The CIO is a necessary resource to work with Human Resources and the supervisory manager, as needed, in evaluating the request for reclassification.

Layoff/Recall/Bumping:

For the purposes of Layoff, Bumping or Recall (Article 12), the four major classifications will each be considered to contain two sub-classifications. One sub classification will encompass the sets in the beginning and intermediate sub levels. The other sub-classification will be the full salary range containing skill sets from the beginning through the advanced sub-levels.

Temporary Assignment to Higher Classification:

Employees in technology classifications may be temporarily assigned to a higher classification, as described in Article 19.6. Such employees will receive a placement that provides an increase on the new level, plus one additional full steps. The placement will not exceed step 10 for an intermediate level placement or step 18 for an advanced level placement. Employees who are moved from a sub-classification limited to the intermediate sub-level to a position encompassing the full range of the advanced classification will be moved according to Article 19.10.1, not to exceed step 18 of the advanced level.

Sources:

Technology Classification Plan Project Recommendation, December 18, 2000 (including Appendices A-D) prepared by consultant Center for HR Leadership

Knowledge, Skills and Abilities Matrix prepared by the Technology Action Group (TAG) August 2000. Position Profiles (KSA's attributed to each position) prepared by TAG, August 2000.

Tech Study Implementation Spreadsheet "Tech Schedule" prepared by Bargaining Sub-Committee, August 2001.

Appendix F: MOA on Leave Time to Teach Credit Classes

Memorandum of Agreement between Lane Community College and Lane Community College Employees Federation

October 20, 2001

It is agreed that a classified employee may extend their partial leave without pay beyond the one year leave maximum if the leave extension is requested in order to teach a credit class at Lane during the employee's regular work hours and if the request is submitted and approved according to the provisions outlined in Article 18.1.1. Leaves must be requested on a term-by-term basis and cannot be approved for teaching assignments in excess of 3 credits per term. There will be no limit on the number of terms of teaching leave, provided the supervisor approves each request.

Upon approval of the request, the employee reserves the right to return to their full, regular classified FTE prior to the end of the approved leave. The supervisor may require up to fourteen (14) calendar days written notice of intent to return.

If feasible, the hours released for the teaching assignment will be offered to any qualified part-time contracted employees in the department before being assigned to non-contracted (hourly) employees. In any case, total hours assigned to non-contracted (hourly) employees in. This and other assignments combined may not exceed 1039 hours.

In the event of a full or partial layoff, the employee on leave of absence will have recall/bumping rights to their full, regular contracted FTE. The employee on leave will accrue seniority while on leave according to their temporarily reduced classified FTE.

If the employee on leave is moved to another department through bumping or other college-initiated personnel action, they will be allowed to complete the current term's teaching assignment. Subsequent assignments must be approved by the new supervisor.

Appendix G: KLCC Development Associates Commission Rates and Compensation Agreement

Memorandum of Agreement between Lane Community College and Lane Community College Employees Federation

December 21, 2000

It is the understanding of the College and the Union that the KLCC Development Associates are members of the bargaining unit for LCCEF and therefore work under the collective bargaining contract between the parties.

It is also understood that the KLCC Development Associates work for commission unlike any other employee under the contract. The associates receive a base wage according to Level 1 with experience steps of the classified salary schedule. In addition, the associates receive a commission on their contracts at 12.5% on collected sales up to \$6,000.00 in a month and 15% for any collections over \$6,000.00 in that same month.

It is agreed that new development associates will be paid on amounts collected beginning on the first day of the month in which they are hired for any account that is assigned to them upon hire.

It is agreed that commissions for development associates who terminate employment will be paid on collections to the day of termination.

It is agreed that development associates, under circumstances of Absent without Pay, will continue to receive their commissions through their absence for the first 80 hours each fiscal year, whether this absence is in one or more separate leaves. After the 80 hours is exhausted each fiscal year, the associate's commission will be reduced by .385% (based on a 260 day work year) of the collections in any month for each day that the employee is Absent without Pay within that month. All other normal conditions of Absent without Pay will apply.

It is also agreed that any commission reduction for any associate that was Absent without Pay for any period since July 1, 2000 will be returned to the employee(s) based on the above agreement subject to the 80 hour limitation.

Appendix H: Part-Time Classified / Part-Time Faculty Benefit Eligibility

Memorandum of Agreement between Lane Community College and Lane Community College Education Association and Lane Community College Employees Federation

May 1, 2000

Employees of the College that serve in two bargaining units are eligible for specific joint benefits not to be exclusive of either of the two collective bargaining agreements. This agreement augments the rights, privileges, and benefits available to these employees under either the LCCEA or the LCCEF contract.

The issue of this agreement is the benefiting a College employee for their total college hours worked in both the Classified and the Faculty bargaining unit. To be eligible, the employee must be in the bargaining unit of both local unions.

The following benefits are made available to these employees of both bargaining units effective July 1, 2000 (Day 1 of the Fiscal Year):

1. Sick Leave - the employee qualifies for sick leave under each contract based on their hours worked.
2. Dual Memberships - the employee will pay dues to both locals and be considered members of both locals based upon the salary or hourly rate earned for each bargaining unit as set by the individual local.
3. Predominant Bargaining Unit Declaration - An employee's predominant bargaining unit is defined by the hours worked. If the predominant hours worked are Faculty work, then the employee is considered a Faculty member for the purposes of insurance eligibility and vice versa for Classified hours work. If an employee is within a 20% range of predominance, then the employee may select either bargaining unit.
4. Due Process - An employee will be represented by either the Faculty or the Classified Union, depending on the issue raised for Due Process.

An employee may be duly represented in any case where the issue or event may not be identifiable to a specific bargaining unit. At such time, both locals will be responsible for representation and split expenses for any arbitration proceeding. At such time that a definitive bargaining unit can be identified, both locals will split the costs to date.

5. Overtime/Overload - An employee is eligible for overtime/overload as stated under law and under the LCCEA or LCCEF contracts or memorandums of agreement(s) with the College.
6. Insurance Eligibility - Employees are eligible for insurance using their combined Classified and Faculty FTE. The employee's unit predominance will make them eligible for that bargaining unit's insurance benefits. An employee must accept the assigned or declared insurance package for one year until the next available open enrollment. Employees are eligible on a term-by-term basis using Classified hours history for the prior term, excluding Summer Term and Faculty expected assignments in the future term.

Appendix I: College Governance Memorandum of Agreement

Memorandum of Agreement on College Governance between Lane Community College and Lane Community College Employees Federation

The following constitutes agreement between Lane Community College (hereinafter referred to as the College) and Lane Community College Employees Federation (hereinafter referred to as the Federation) on issues of governance resolved to facilitate implementation and operation of the newly established College Governance System.

1. Relationship of Governance and Collective Bargaining

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

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

2. Representation

- a. Nothing in the governance system shall be interpreted to infringe on the rights of LCCEF as the exclusive representative of the classified staff for all matters bargainable under applicable laws and as exclusive classified staff representative in the governance system.

3. Article 10 Grievance Procedure Waiver

- a. Article 10 "Grievance Procedure" in the collective bargaining agreement between the College and the Federation will not apply to the Governance System. Policies, plans decisions/recommendations made in the governance system shall not be subject to grievance under the collective bargaining agreement.

4. Reassignment Rates

- a. Release time will be provided to classified staff members for participation in the governance system. Release time will not exceed 12 hours per month and will be based on the actual number of hours scheduled for meetings plus preparation time.
- b. College Council representatives will be provided up to 16 hours release time per month.
- c. Chairs of governance councils will be provided up to 16 hours of release time per month.
- d. The College and LCCEF will assess these rates each May.

5. Reassignment Limits

- a. Classified staff's governance reassignment time may not exceed .5 FTE in any term.

6. Overtime Pay

- a. Classified staff are expected to use this time to be released from other assignments. Over time pay will be paid only in exceptional circumstances, except for as provided in 19.11.3.

7. Governance Appointments and Course Release Procedures

- a. Beginning with the 2005-2006 appointments, Federation fall appointments will be made by May 15th and classified staff members provided release time shall meet with their Departmental managers to work out the details of scheduling by May 31st. For non-fall appointments, classified staff members granted release time shall meet in a timely manner with their Departmental managers to work out the details of scheduling. Release time shall be provided unless a qualified person cannot be found to replace them.

8. Part time Classified Members

- a. Release time for participation in governance for a part time classified staff member will not result in movement of a part time classified staff member to contracted status.