



Contract and Memoranda of Agreement



Lane Community College
Employees Federation

July 1, 2008 - June 30, 2015

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ARTICLE ONE - AGREEMENT

- 1.1. Agreement between LANE COMMUNITY COLLEGE EMPLOYEES FEDERATION LOCAL 2417 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.

ARTICLE TWO - 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, 2015, and continue thereafter from year to year unless during February, 2015, 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 three (3) economic re-opener bargaining periods during the term of this Main Agreement through June 30, 2015. The first economic re-opener bargaining period shall occur beginning March 1, 2009, and shall include bargaining over economic subjects to include salary schedule adjustments, step adjustments and insurance premium contribution levels for the 2009/2010 and 2010/2011 academic years ending June 30, 2011. The second economic re-opener bargaining period shall occur beginning March 1, 2011, and shall include bargaining over economic subjects to include salary schedule adjustments, step adjustments and insurance premium contribution levels for the 2011/2012 and 2012/2013 academic years ending June 30, 2013. The third economic re-opener bargaining period shall occur beginning March 1, 2013, and shall include bargaining over economic subjects to include salary schedule adjustments, step adjustments and insurance premium contribution levels for the 2013/2014 and 2014/2015 academic years ending June 30, 2015. Both the College and the Union may bring forward one additional subject or interest for inclusion in each of the three respective economic re-opener bargaining periods noted above. The economic re-opener bargaining periods noted above shall be conducted consistent with the Interim Bargaining provisions outlined in Article Nineteen of this Agreement. 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.
 - 2.3.1. In the event that the Legislature has not resolved Community College Funding by the end of the period specified for bargaining the "re-openers" specified in this Article, the period of bargaining shall be extended to such time as the Legislature does resolve such funding (but not later than June 30 of that year). The period of bargaining may be further extended by mutual agreement between the college and the union.

ARTICLE THREE - RECOGNITION/EXCLUSIVE BARGAINING AGENT

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

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

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

- 3.2.8. Retirees: For employees who have retired from LCC and are re-hired on a part-time basis, the hours worked in a 12-month period as a permanent LCC employee shall be excluded from the 1040 hour limitation. This agreement shall be retroactive to include employees who have retired since June 30, 1995.

3.3. The classified bargaining unit is defined as follows:

- 3.3.1. Classified employees hired into a budgeted position of .500 FTE, or over, will be in the bargaining unit and will receive all benefits associated with being bargaining unit members. Supervisors, confidential employees, persons working in a position of apprentice, and persons hired under a personal service contract or placed through a temporary agency shall not be members of the unit and shall not receive any type of benefit associated with being a bargaining unit member.
- 3.3.2. Any employee who is a classified bargaining unit member as of April 1, 1995, and who works less than .500 FTE will continue to receive contractual rights and privileges of those employees at .500 FTE or greater, so long as they continue to work in the same position.
- 3.3.3. All regular less than .500 FTE classified employees, excluding supervisory, confidential, apprenticeship, personal services contract, temporary agency and casual employees, and those employees included in other bargaining units, will be in the bargaining unit.
- 3.3.4. A documented and competitive hiring process shall be used for all hourly classified employees defined in Article Three. The limit for all non-competitive hires shall be 22 working days per employee per twelve month period, and no more than 1039 total aggregated hours per fiscal year for all such non-competitively hired employees who report to a single manager. Public posting of all classified assignments shall occur not less than five (5) working days prior to the deadline for applications to be submitted. All applicants shall be required to submit an LCC application for employment and the department's competitive hiring process must be documented.
 - 3.3.4.1. When an employee who is not in a budgeted position works 1040 hours or greater than .500 FTE in any consecutive 12-month period, the college shall either establish a budgeted position as per Article 3.3.4.3 or discontinue the assignment and provide the employee with benefits as per Article 3.3.5. If the College maintains that assignment as a permanent budgeted position, then the employee who had been in that position shall be eligible to apply for that position as an Internal Candidate. This eligibility shall be limited to the specific assignment that is being made a permanent budgeted position.
 - 3.3.4.2. Formal Leave Backfill: An hourly classified employee may exceed the 1039 hour limitation to backfill a contracted position when a contracted classified employee is on specific forms of officially approved leave including a formal medical leave or has been recalled to active military duty for a period in excess of fourteen days. Examples of officially approved leave include, but may not be limited to, medical, parental, family medical, political, jury duty, and military leave. However, hours worked to cover for classified employees on vacation leave or personal leave are not exempt from the 1039

limitation. This exemption is limited to 120 working days from the time the contracted classified employee begins the approved medical leave regardless of the hours that the hourly classified employee has worked for the college. If the officially approved leave including formal medical or military leave exceeds 120 days, the hourly classified employee is extended a temporary contract to fulfill the remaining medical leave time or the position is vacated and filled through the hiring process. The hours worked during the 120 working day exemption period in excess of 1039 hours will not count against the employee total hours limitation. Backfill for leaves approved under article 15.1 shall require mutual agreement of the College and the Union.

- 3.3.4.3. If the college establishes a budgeted classified position based upon a violation of the 1039 rule in article 3.3.4, an internal hiring process shall be used to fill the position consistent with article 11.6. Notwithstanding any other contract provisions, the employee who was in the position when the 1039 hour violation occurred will be allowed to apply as an internal applicant.
- 3.3.5. If the position does not become an approved budgeted position, the employee will receive the following benefits even if employment is discontinued:
 - 3.3.5.1. Six (6) months of employee-only insurance benefits;
 - 3.3.5.2. Seniority, as defined in Article 11.3., holiday, pro-rated vacation, and sick leave benefits retroactive to the first month of the 12-month period in which 1040 hours was worked; and
 - 3.3.5.3. Layoff/recall rights as defined in Article XI, Section 11.4. (Layoffs/Recall), excluding bumping rights.
 - 3.3.5.3.1. If the employee is laid off but continues to work on a timesheet during the 12-month recall period, the layoff/recall period shall be reset for a new twelve-month period each time the hours worked in any consecutive 12-month period reach 1040 hours. (Hours worked will be monitored monthly during the 12-month recall period for this purpose.)
 - 3.3.5.3.2. If the hours worked are less than 1040 hours for each consecutive 12-month period throughout the 12-month recall period, the employee's name will be removed from the recall list.
- 3.3.6. All hours worked by any classified employee, beginning January 1, 1995, will count toward one total FTE with the exception of work completed in the following categories: project, apprentice, temporary agency or personal services contract. For example, if an employee is hired to fill a budgeted or non-budgeted position of 832 hours (.400 FTE) and works an additional 416 hours (.200 FTE) during the same 12-month period in any capacity as a classified employee (except as noted above), the FTE of the person will be considered .600 FTE for that 12-month period. The College will maintain a computer reporting system which will provide a list of hourly classified employees, first date of hire, their current department(s), pay level(s) and step(s) and the current number of total college hours worked on a monthly basis for the previous 12-month period.
 - 3.3.6.1. Employees who are contracted for less than full time work, and work additional non-contracted hours in the same classification and the same department, shall have their contracted FTE reviewed each fiscal year for consideration to increase the contracted FTE.
 - 3.3.6.2. Classified employees who work <.500 FTE, except as noted in Article 3.3.2, will not be assigned work in the same classification and department that could be assigned to increase the contracted FTE of an employee.
 - 3.3.6.3. Employees in budgeted positions at or above .500 FTE and below 1.000 FTE who work additional hours in another classification and/or department, will have their total hours count toward Fringe Benefits as outlined in Article 13.1.1.

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

3.3.7. 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.

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

ARTICLE FOUR - UNION REPRESENTATION

- 4.1. Union representatives 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 meeting will serve constructive purposes.
- 4.2. In addition, the Union President shall have up to twenty-five (25) hours release time per month, with a maximum of ten (10) per week, for conducting Union-initiated business. The Union Vice-President shall be granted up to ten (10) hours release time per month with a maximum of five (5) hours per week, and the Union Vice President may also be granted up to ten (10) hours additional release time (for a total of twenty hours of release per month) from the Union President's allocation of twenty-five (25) hours per month with a maximum of five (5) hours per week. The Grievance Chair shall have up to twenty (20) hours release time per month with a maximum of five (5) hours per week.
- 4.3. 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.
- 4.4. Office space on campus shall be available to the Union subject to the terms and conditions of the Rental Agreement provided by the College.
- 4.5. The Union will be allowed use of reasonable space on bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and place of meetings, Union social and charitable activities, and 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.
- 4.6. 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 which it would not otherwise incur.
- 4.7. 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 prior to the time the amendment or new personnel policy becomes effective. This provision is not subject to the grievance procedures of this Agreement.

- 4.8. No department or division charter, work team agreement or other such agreement regarding a bargainable issue shall be enacted by the College so as to have an impact on bargaining unit members without the express consent of the Union in the form of a Memorandum of Agreement.

ARTICLE FIVE - 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, computer and network records and personal materials.
- 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 that the privacy of an employee's mailbox, office, email, phones, 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.
- 5.8. The College acknowledges the civic life of all Union employees. Each Union employee is a citizen of his or her nation, state and community. When a Union employee speaks, writes, or acts as such, he or she shall be free from institutional censorship.

ARTICLE SIX - 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.

ARTICLE SEVEN - DUES AND FAIR SHARE DEDUCTIONS

- 7.1. Dues Deduction
 - 7.1.1. The College shall deduct 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 monthly.
- 7.2. Fair Share

- 7.2.1. The College shall deduct uniform monthly Fair Share fees in lieu of dues from the payroll disbursements of those employees who have not authorized dues deductions per 7.1.1. The amounts to be deducted shall be certified to the College by the Treasurer of the Union, provided that Fair Share fees shall not exceed regular monthly Union dues. New employees, if dues deduction per 7.1.1. is not authorized, shall have Fair Share deducted, beginning with their first payroll disbursements.
- 7.2.2. The College and the Union agree that the rights of non-association of any employee, based on bona fide religious objections, as specified in Subsection (l) of ORS 243.666 shall be safeguarded by that statute.
- 7.2.3. The aggregate deductions of Fair Share fees, together with a listing identifying the employees for whom deductions are made, shall be remitted to the Union monthly.
- 7.2.4. The Union shall indemnify and save the College harmless for College actions in compliance with this Article.

ARTICLE EIGHT - 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.

ARTICLE NINE - 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 work force 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. 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.

All College proposals to outsource services under the existing language (see above) of article 9.2.6 of the Union contract during the term of this agreement, shall be subject to the interim bargaining guidelines specified herein (see Article Nineteen). All College proposals to outsource bargaining unit services shall also require a majority vote of the College Board of Education.

Copies of purchase orders for outside services will be timely provided to the appropriate Vice President, Executive Director for Human Resources, and the Union President. If, in the judgment of the Union, the cumulative effect of contracts/subcontracts has a negative impact on bargaining unit employees, the Union may request a meeting to discuss such concerns.

- 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.

ARTICLE TEN - 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 eight (8) days following, it shall proceed to Step 3.
- 10.6. Step 3
- 10.6.1. Within fourteen (14) days of the initial filing at Step 2, the grievance, along with all pertinent written information, may be submitted to the President or a designee. The President, or a designee, shall meet with the employee within ten (10) days and shall render a decision within seven (7) 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 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

- 10.7.2.1.1. The parties shall alternately strike one name from the list of arbitrators, described in 10.7.2.1., 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

- 10.7.2.2.1. 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.

ARTICLE ELEVEN - PERSONNEL POLICIES

11.1. Personnel Files

- 11.1.1. Classified employees shall have the right, upon request, to review the contents of their own personnel files, exclusive of materials received prior to the date of employment by this College. One official personnel file shall be maintained by the College. The official personnel file for all employees shall be located in the Human Resources Department.
- 11.1.2. A representative of the Union or counsel for the employee may, at the employee's request, accompany the employee in this review.
- 11.1.3. Departmental and confidential working files may be maintained by the College and supervising managers. Materials maintained in a departmental working file or the manager's confidential working file, but not placed in the employee's official personnel file in Human Resources (consistent with Article 11.1.4.) within ninety (90) calendar days of their development and placement in the confidential working file shall not be used in any discipline or dismissal proceedings. All materials placed in the departmental working file and all materials maintained in the supervising manager's confidential working file shall include the date that the materials were placed in the file, the date of the occurrence, and/or the date when the information was first known by the supervising manager, and the signature or initials of the supervising manager. Negative materials will be dated, signed and placed in the confidential working file on the earlier of the development of such materials, the date of the actual incident or occurrence, or when the information was first known to the responsible manager. The documents in the separate and confidential developmental working file may

be maintained by the responsible supervising manager so long as any materials to be used for discipline or dismissal are first shared and processed with the employee within ninety (90) calendar days of their development (consistent with Article 11.1.5.) before being placed in the official personnel file in Human Resources. Simultaneous to placing any materials in the official personnel file in Human Resources proper notice must be provided to the employee consistent with Article 11.1.5.

- 11.1.4. All material in the official personnel file in Human Resources must be signed by the source of the material and dated.
- 11.1.5. The employee shall be provided a copy of any negative, evaluative or disciplinary material to be placed in the official personnel file in Human Resources. Should such negative material be in the form of an evaluation, specific written recommendations for improvement shall be included. The employee reserves the right to include in the official personnel file a written response to all materials placed in the file, and this response shall be filed with the material in question. In any event, whenever material is to be placed in an employee's official personnel file in Human Resources it is agreed that the employee will sign the material to acknowledge having seen it.
- 11.1.6. The employee shall have the right to include in the official personnel file in Human Resources any material or information considered germane to that employee's career.
- 11.1.7. If there is no documentation of related or additional personnel actions in the official personnel file in Human Resources by the end of one year, the employee shall have the right to consult with the Executive Director for Human Resources with respect to what materials shall be retained in or purged from the official personnel file in Human Resources. If the Executive Director for Human Resources 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 Executive Director for Human Resources 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 Executive Director for Human Resources that the negative materials be expunged from the employee's official personnel file in Human Resources, and the second request to remove specific negative materials shall be honored so long as there are no additional or related personnel actions or documentation after two years from the original placement of the documentation in the official personnel file in Human Resources. It shall be clear that these guidelines apply to removal of documentation and negative materials of a disciplinary nature and that these guidelines do not apply to the official annual performance evaluations. The official annual performance evaluations shall not be subject to removal from employees' official personnel files in Human Resources.

11.2. Trial Service Period

- 11.2.1. The trial service period is an integral part of the employee selection process and provides the College with the opportunity to observe an employee's work, skills and compatibility with department employees, aid employees in adjustment to their positions, and provide the College with the opportunity to reject any employee who fails to meet required standards.
- 11.2.2. Except as noted in Article 11.2.4., the Union recognizes the right of the College to terminate employees on initial trial service status for any reason without recourse to appeal.
- 11.2.3. Initial Trial Service (New Employees Hired into budgeted positions of .500 FTE or greater).

- 11.2.3.1. Every new employee hired into the bargaining unit shall serve a trial service period of not more than six (6) months. The supervisor may move the employee to permanent status at any time within the six (6) months by completing the evaluation process.
- 11.2.3.2. A trial service employee with performance problems shall be given a written or verbal progress report and a minimum of ten (10) working days to improve the performance deficiencies. The ten (10) day performance improvement period will be waived in exigent circumstances. A trial service employee with behavioral problems may be terminated immediately.
- 11.2.4. Current Employees in New Positions (For employees hired into budgeted positions of .500 FTE or greater)
 - 11.2.4.1. Employees promoted or transferred into a position in a different classification shall serve a trial service period of three (3) months. If the College determines that an employee on trial service is unable to perform satisfactorily in the new position, such employee shall have the option of reverting to his/her previous position if that position exists. If the previous position no longer exists, the employee shall be subject to the provisions of Article XI, Section 11.4. (Layoffs/Recall).
- 11.2.5. Initial Trial Service (For less than .500 FTE bargaining unit employees)
 - 11.2.5.1. For a less than .500 FTE bargaining unit employee, the trial service period will be 1040 hours. Classified hours worked beginning July 1, 1997 will count toward the trial service period.
- 11.3. Seniority
(For employees hired into budgeted positions of .500 FTE or greater)
 - 11.3.1. Seniority, as used in this Agreement, means a permanent employee's length of continuous full-time service with the College since the employee's last date of hire. An employee who has not completed the trial service period shall not be considered to have seniority. An employee shall lose all seniority credit in the event of termination or failure to return from an authorized leave of absence within the specified time.
 - 11.3.2. If a less than .500 FTE bargaining unit employee receives a permanent assignment in the same department and classification, without a break in service exceeding 120 calendar days, he/she will be placed on probation as a new hire.
 - 11.3.2.1. At such time that the probationary period is satisfactorily completed, the employee's bargaining unit effective date will be the date of hire into the bargaining unit position. Seniority will be calculated from the original hire date but shall not exceed 24 months.
 - 11.3.3. A bargaining unit employee's seniority shall be based on a ratio of the past continuous work schedule or total hours worked to the full-time standard. (Example: 4 continuous years of half-time - 20 hours per week - equals 2 years of seniority.)
- 11.4. Layoffs/Recall (For employees hired into budgeted positions of .500 FTE or greater)
 - 11.4.1. Layoffs
 - 11.4.1.1. Human Resources shall provide the Union with notice of the College's intent to lay off unit employees as soon as Human Resources becomes aware of such intent.
 - 11.4.1.2. Employees who are targeted for layoff or reduction shall receive at least twenty-one (21) working days advance notice of implementation.

- 11.4.1.2.1. Such advance notice may be reduced as a result of efforts to implement the procedures required by 11.4.1.8.1. through 11.4.1.8.4. by mutual agreement between the College and the Union.
- 11.4.1.2.2. If the targeted employee's position is funded by grant funded monies, such advance notice may be reduced.
- 11.4.1.3. Employees shall be terminated or laid off in the following order:
 - 11.4.1.3.1. non-bargaining unit employees by job family college-wide.
 - 11.4.1.3.2. less than .500 FTE bargaining unit employees by job family college-wide.
 - 11.4.1.3.3. 500 FTE or greater employees on trial service by job classification college wide
 - 11.4.1.3.4. permanent .500 FTE or greater employees by job classification college wide.
 - 11.1.1.3.5. Job Families shall be as defined in Appendix C.
- 11.4.1.4. Within classifications, any reduction in the work force of .500 FTE or greater employees shall be made in inverse order of seniority.
- 11.4.1.5. However, employees being retained must be qualified for the job to which they are assigned. Disputes regarding such qualifications shall be resolved through the grievance procedure.
- 11.4.1.6. No employee shall be required to "bump" or accept recall to a position of lesser FTE or salary unless he/she desires to do so. Refusal of such a position shall not affect an employees right to recall. Employees shall be offered jobs outside their campus group except that employees have the right of refusal of the job offer without losing recall rights. An employee will be offered one bona fide bumping opportunity (see 11.4.2.1.3.1.). The campus groups are defined as:
 - 1) Main - Downtown Center and associated downtown locations
 - 2) Flight Technology Center and Aviation Maintenance
 - 3) Cottage Grove and annex
 - 4) Florence and Siltcoos Station
 - 5) Community learning centers
- 11.4.1.7. An employee who replaces a .500 FTE or greater bargaining unit employee on an approved leave of absence and becomes a .500 FTE or greater bargaining unit employee as a result, will, upon termination, have benefits as described in 3.3.4.
- 11.4.1.8. A more senior employee whose regular position is reduced or eliminated by the College may "bump" a less senior employee or be transferred by the following procedure:
 - 11.4.1.8.1. If a vacancy exists within a targeted job family and there is no employee on the recall list in the same job classification, any person who is to be laid off, reduced, or is on the recall list, who is or was employed in a position within that job family, will be considered. Any other person on the recall list or any current LCC employee may apply. If no candidate is selected from one of the categories described above, the most senior qualified employee on the recall list, who was laid off or is to be laid off from a position in the job family at a pay level greater than or equal to that of the vacant position, shall be offered the position so long as the employee meets the minimum qualification for the posted job. If the employee rejects the position of equal or greater FTE at an equal or greater salary level than that

formerly held by the employee, the employee will no longer have recall rights.

- 11.4.1.8.2. If no appropriate vacancy exists, the employee shall be permitted to "bump" the least senior employee, college wide, in his/her job classification. Employees working less than 1.00 FTE may not "bump" employees working 1.00 FTE.
- 11.4.1.8.3. If there is no employee in the job classification with less seniority, the employee shall be permitted to "bump" the least senior employee within his/her job family at the same pay level in a position for which the employee is qualified. If there is no employee with less seniority in the job classification in the same job family at the same pay level, the employee shall be permitted to "bump" the least senior employee in the next job classification at the next lowest pay level in the same job family, successively, through the job classifications in that family.
- 11.4.1.8.4. Employees who "bump" into positions of a different job classification shall serve a three (3) month probationary period in the new classification unless the "bumping" employee has served at least ninety (90) days service in that job classification previously. The parties agree that orientation will be provided to the individual job assignment. The employee and his/her supervisor may identify specific training needs. During this period, either the employee or his/her supervisor may terminate the placement. The employee will again proceed through the layoff procedure described in 11.4.1.8.1. above. If no placement is possible, the employee will return to the recall list for the remainder of their recall time (i.e. time spent in the probationary status shall not be deducted from the employee's available recall time).

11.4.2. Recall

- 11.4.2.1. Employees who are laid off shall be recalled, in order of seniority, as positions become available in the classification from which they were laid off. Employees who were laid off from positions at a FTE of less than 1.00 shall not be placed in 1.00 FTE positions. (See also 11.4.1.8.1.)
 - 11.4.2.1.1. No new employees shall be hired into a classification in a position for which a qualified laid-off employee has the right of recall.
 - 11.4.2.1.2. Laid-off employees shall retain the right of recall for eighteen (18) months from the date of layoff.
 - 11.4.2.1.3. Upon refusal of a bona fide written job offer from the College, a laid-off employee who refuses a non-grant funded position of equal or greater FTE at an equal or greater salary level than that formerly held by the employee shall be removed from the recall list.
 - 11.4.2.1.3.1. A bona fide offer is an offer for a job in the same classification, equal or greater FTE and equal or greater salary at a job site that is within a campus group (see 11.4.1.6.).
 - 11.4.2.1.4. The Union shall receive copies of recall notices.
 - 11.4.2.1.5. Employees on the recall list shall retain previously earned seniority but shall not accrue seniority while on lay off. They shall receive any cost-of-living adjustment which the employee would have otherwise received. They shall retain the benefit of tuition-free class

attendance as stated in Article 13.2. No other benefits shall accrue during the period of layoff. Employees on the recall list shall have rights to any job posting for which they meet the minimum qualifications for the job description and are able to perform the essential functions before that position is posted for internal applicants.

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

11.4.2.2. The laid off employee may continue to be covered by contractual insurance programs during the layoff period by reimbursing the College in advance for applicable premiums as provided by the College's master insurance contracts.

11.4.2.3. For the purpose of layoff and recall, an employee who is hired into a grant-funded position on or after August 1, 1994, shall be considered to have seniority only for grant-funded positions funded by that program or department. A grant-funded employee shall be considered to have seniority for the purposes of layoff-recall after that employee has thirty-six (36) months of seniority in a position(s) funded by that program or department. After this date, and after the recall or offer of recall to laid off contracted non-grant employees, the employee will have the same recall and layoff rights as laid off contracted non-grant employees. Employees in these two categories shall be advised of grant termination as soon as such notice is provided to the College. An employee who is funded by a grant and who was hired into the bargaining unit prior to August 1, 1994, shall retain all recall and layoff rights guaranteed under this contract.

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

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

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

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

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

- 11.5.3. The new salary schedule placement for an employee being reassigned to a position in a lower level due to inability to perform shall be his/her same step in the lower range.
- 11.5.4. Any other reassignment shall not result in a loss of wages.
- 11.6. Notice of Vacancies
 - 11.6.1. When a vacancy occurs, the posting will first be made available to internal candidates for a period of not less than five (5) working days. An internal candidate is defined as a current .500 FTE or greater unit employee or an hourly classified employee who was hired by means of a documented competitive process, has completed 1040-hour trial service, and has worked at least 520 hours in the preceding twelve (12) months.
 - 11.6.2. The maximum number of internal applicants that may be required is three (3) per internal posted vacancy. Any unit employee who meets minimum qualifications will be interviewed as part of the internal process. When there are a minimum of three (3) internal applicants and at least one (1) internal applicant meets the minimum qualifications for the posted job vacancy all internal applicants who meet the minimum qualifications will be interviewed. The internal interview shall be conducted based upon objective criteria including the essential job functions and the employee's prior performance. All internal candidates who meet the minimum qualifications, whether or not selected, will be provided the reasons in writing and developmental feedback. The College will provide timely notice, including developmental feedback, to all internal applicants before vacancies are posted externally.
 - 11.6.3. If no internal candidate is selected for the position, or if fewer than the minimum number of internal applicants applies for the opening, the posting will be extended to external applicants, with the internal applicants remaining in the application pool.
 - 11.6.4. Bargaining unit applicants shall be given preferential consideration, if, in the College's judgment, their qualifications are equal to those of outside applicants.
 - 11.6.5. When two or more employee applicants are considered equal, College seniority shall be the determining factor regarding which candidate gets the job offer.
- 11.7. Requests for Reclassification Review
(For employees hired into budgeted positions of .500 FTE or greater)
 - 11.7.1. Application:
 - 11.7.1.1. An employee who believes that his/her job is improperly classified may submit a completed classification review form and job description questionnaire to the Human Resources Department with a copy provided to his/her supervisor. The reclassification applications must be submitted by July 1, November 1, and March 1, of each academic year and these dates shall be considered the effective dates of the reclassification request. An employee may submit a reclassification request only once every twenty-four (24) months, or whenever they are temporarily assigned by their immediate supervisor to a higher classification for more than ninety (90) calendar days (see Article 16.6.2).
 - 11.7.1.1.1. Human Resources will verify receipt of the completed classification review form and job description questionnaire by the immediate supervisor and will obtain statements of agreement and/or disagreement. The immediate supervisor has ten (10) working days to return the completed review form and questionnaire to Human Resources. The immediate supervisor shall consult with the respective AVP or VP and the Human Resource Director during the ten (10) working days. The Director of Human Resources and the

Union President, or designee, shall be ex-officio members of each reclassification team.

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

11.7.2. Appeal:

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

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

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

11.7.2.1.2.1. The permanent JRC will consist of three (3) managers, from three different departments, who are appointed by the President, and three (3) classified employees, from three different departments, who are appointed by the Union. Human Resources staff may not be appointed to the permanent JRC. Four members, two (2) from the above-designated management group and two (2) from the above-designated Union, will become the appeal committee with one alternate from each group. Alternates will be non-voting members of the JRC unless seated to fill a permanent vacancy or a temporary vacancy resulting from a conflict of interest. A conflict of interest will exist when any of the four (4) appeal committee members are from the same department as the appealing employee.

11.7.2.1.2.2. Each appeal will be heard by the four (4) voting members of the JRC and all voting members need to be present in order for the appeal to be heard.

11.7.2.1.2.3. The JRC appeal hearing will be considered exclusionary unless the appealing employee declares an open hearing on the appeal request form. Witnesses may include a

representative from the Human Resources classification team, the immediate supervisor, the reporting vice president, the Director of Human Resources, the appealing employee and a union representative. Additional witnesses may be called with approval of the JRC, as needed.

11.7.2.1.2.4. A Human Resources classification allocation decision can be reversed by a majority vote of the JRC or returned to Human Resources for reconsideration in light of new information. A reevaluation will occur within ten (10) working days at which time the process returns to step 3 of Article 11.7.1.1.1. A written copy of the JRC's action will also be sent to Human Resources and the Union.

11.7.2.1.2.5. 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 11.7.2.1.2 of the process. A second tie vote of the JRC after appeal and reconsideration shall result in the reclassification application being referred back to the Human Resource Director and the Union for alternative dispute resolution processes. Such alternative dispute resolution processes may include: (1) a demand for interim bargaining, consistent with article nineteen, during the term of an ongoing main Agreement, (2) a referral to regular bargaining or interim bargaining if expiration of the main Agreement is scheduled to occur within the next twelve (12) calendar months, or (3) a referral of the matter by the Union to interest arbitration. Selection of the interest arbitrator shall be conducted consistent with the provisions in article 10.7 of the main Agreement. The authority of the interest arbitrator shall be consistent with article 10.7.3. of the main Agreement, and the interest arbitrator shall be limited to determining whether or not the assigned duties of the employee seeking a reclassification are most consistent with the allocation decision and job classification recommended by Human Resources or whether the assigned duties are most consistent with the reclassification appeal request of the employee (Union).

11.8. Outside Employment

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

11.9. Discipline

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

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

11.9.3. In the event that a supervising manager reasonably believes that a meeting with an employee could lead to discipline the manager will proactively inform the employee that

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

11.10. Evaluations:

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

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

- 11.10.2. Reports of performance deficiencies shall include recommendations for remediation, time-lines, and a follow-up date for review.

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

11.11. Classification System

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

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

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

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

11.12. Administrative Transfer

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

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

- 11.12.1.2. If an administrative transfer is approved, the employee will serve a 3-month trial

service period. If the employee is unable to perform satisfactorily in the new position, such employee shall be subject to the provisions of Article 11.4.2. Such employee may not return to his/her previous position.

ARTICLE TWELVE - WORKING HOURS

12.1. Rest Period

- 12.1.1. 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.

12.2. Lunch Period

- 12.2.1. 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.
- 12.2.2. 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.

12.3. Hours/Overtime

- 12.3.1. 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, 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. The daily hour limitation shall not apply to security employees assigned to work 12-hour shifts.

- 12.3.2. 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 two (2) hours of overtime will be guaranteed in the instances of emergency call back to a physical campus location. College designated technical employees who are called for emergency assistance and do not 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.

- 12.3.2.1. Technology employees who are placed "on call" by the College on weekends (Friday – Sunday) 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.

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

- 12.3.3.1. 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.

- 12.3.3.2. 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 twenty-four (24) 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 24 hours not permitted to be carried forward.

12.3.4. 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 12.3.1 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 12.3.1, or the shift change requirements in Article 12.4.

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

12.4.1. Except in cases of emergency, employees will be given a minimum of ten (10) working days notice of shift changes.

12.4.2. Shift changes can be made with less than ten (10) working 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.

12.4.3. 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 (See also Article 16.9).

12.5. Virtual Work Sites

12.5.1. The College is supportive of opportunities for work to be accomplished at virtual work sites. Agreements to accomplish the employee's assignment are between the individual and the department administrator and at the discretion of the College. This preauthorized agreement must be in compliance with the terms of the contract.

12.6. Communications about Workload

12.6.1. 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.

12.7. Health and Safety

12.7.1. 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.

- 12.7.2. 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.

ARTICLE THIRTEEN - FRINGE BENEFITS

- 13.1. Part-time Employee Benefits (For employees hired into budgeted positions of .500 FTE or greater)
- 13.1.1. 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.
- 13.2. Class Attendance
- 13.2.1. 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 employees' regular working hours, except as approved by the employees' supervisor.
- 13.2.2. 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 work day when a flexible schedule is approved.
- 13.2.3. Less than .500 FTE employees may register for one class per term tuition free, as long as attendance by the employee does not conflict with the employees' regular working hours, except as approved by the employees' supervisor. In addition, less than .500 FTE employees may register for and attend any classes if the employee has worked 700 hours or more in the past twelve (12) months.
- 13.2.4. Family/Partner Tuition Waiver
Family/Partner tuition waiver benefits are extended to qualified dependents defined as a qualified spouse, domestic partner, persons for whom the employee is a legal guardian, or an IRS dependent.
- 13.2.5. Classified employees working .500 FTE or more and those covered by Article 3.3.2 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.
- 13.2.5.1. Classified employees will be responsible for submitting to the College the certification of persons qualifying before their registration of classes.
- 13.2.5.2. 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 exception from the College.
- 13.2.5.3. Tuition waivers shall cover only tuition and shall not include class fees, project-material costs, or other related costs. Tuition waivers shall include an exception from the transportation fee for specific classes related to the College Wellness Program or classified professional development. There shall be a minimum of six classes exempted from the transportation fee for 2004/2005, and the classes exempted from the transportation fee shall include registration for the College Fitness Center. 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 waiver.

13.3. Insurance

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

13.3.1. All employees shall receive the following college-administered insurance benefits:

13.3.1.1. Employee health insurance, with major medical;

13.3.1.2. Employee dental insurance;

13.3.1.3. Employee vision insurance;

13.3.1.4. Employee term life insurance in the amount of \$50,000;

13.3.1.5. 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. Eligible classified employees may "buy-up" additional long-term disability coverage at their own expense via annual enrollment procedures. These premiums are to be paid by the individual employee on a post-tax basis via payroll deductions based upon LTD enrollment decisions.

13.3.1.6. Effective July 1, 2008, the College's employer contributions for the cost of health insurance premiums shall increase by 3% per enrollment tier from current contributions for medical, pharmacy, dental and vision premiums. The percentage difference above a 3% College/employer increase in the renewal costs for health insurance premiums effective July 1, 2008, shall be paid by employees via increases to the out-of-paycheck employee insurance premium contributions. The difference effective July 1, shall result in employee out-of-paycheck contributions increasing to the following amounts effective July 1, 2008: Employee Only: \$7.84/Mo. Plus LTD premium; Employee + 1: \$109.86/Mo. Plus LTD premium; Full Family: \$140.24/Mo. Plus LTD premium. Employee out-of-paycheck contributions for the cost of medical, pharmacy, dental and vision health insurance premiums shall be deducted via payroll on a pre-tax basis. The increases to the respective College's employer contributions and employee's contributions for health insurance premiums shall apply to the 2008/2009 fiscal year effective with the June 25, 2008 payroll for the renewal on July 1, 2008. The College agrees with the Union to re-open negotiations only on health insurance during the term of this Agreement if the Union specifies an interest to opt into the Oregon Educators Benefits Board (OEBB) option.

13.3.1.7. Future increases to the College's contributions for health insurance premiums shall be subject to economic re-opener and Main Agreement negotiations.

13.3.1.8. For each permitted Renewal Date, the effective date for the College's and the employees' insurance premium contribution increases is July 1, of the next fiscal year unless otherwise bargained.

13.3.4.1. The College may solicit for a new insurance carrier medical, dental and vision) twice during the term of this agreement. Such solicitation shall not cause changes in the level of benefits provided to employees except as mutually agreed to under the terms of the "interim bargaining" provision specified in Article Nineteen of the Main Agreement. The College and Union agree to solicit bids for the insurance plan in 2009, and to include negotiations about selection of carrier in the economic re-opener negotiations between March 1, and June 30, 2009.

- 13.3.5. Section 125 Plan: The College agrees to sponsor a flexible spending section 125 medical plan for employees. For the 2009 plan year, the College shall contribute an “employer match” of \$150.00/year for employee only, \$250.00/year for employee + one, and \$300.00/year for full family. This is a dollar-for-dollar match. The employee must self-pay the required minimum/year contribution for section 125 plan participation. The College agrees to equal employer section 125 matching contributions for all employee groups including faculty and management.
- 13.3.6. The College agrees to provide a one-time-only lump sum payment of \$150.00 to all .50 – 1.0 FTE classified employees actively employed on the College payroll as C-1 or C-2 employees effective July 1, 2008, payable in July, 2008, or January, 2009. The year of payment shall be at the employee's discretion.
- 13.3.7. An open enrollment period will be provided prior to any rate adjustments taking effect after June 30, 2008, for employees to change their dependent coverage.
- 13.3.8. In the event that premium rates decrease for medical, pharmacy, dental and vision insurance premiums the decrease is applied to the amount of individual employees' insurance premium payroll contributions within that plan. If the decrease exceeds the amount of payroll deduction, that dollar amount will be added to the Insurance Premium Assistance Program, or contributed to an insurance premium savings pool should the Union decide to pursue the option to opt into OEGB.
- 13.4. Benefit stipend in lieu of insurance (For less than .500 FTE employees)
 - 13.4.1. After the completion of 700 hours of classified employment in any consecutive twelve-(12) month period, employees shall receive a benefit stipend of \$75 per month. Hours worked will be monitored on a 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-month period prior to these review dates. The stipend will not be paid in any pay period in which the employee does not work.
 - 13.4.2. The College will make information about insurance plan options available to employees who wish to purchase major medical insurance for themselves.
- 13.5. Uniforms
 - 13.5.1. The College will provide any uniform or other protective clothing which it requires its employees to wear.
- 13.6. Insurance Premium Assistance Program (For employees hired into budgeted positions of .500 FTE or greater)
 - 13.6.1. 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:
 - 13.6.1.1. All accumulated leave hours have been exhausted (sick, vacation, personal).
 - 13.6.1.2. College-paid insurance benefits have been exhausted.
 - 13.6.1.3. Employee has one full year of employment with the College (12 months of seniority).

- 13.6.1.4. Physician's statement certifying employee's inability to work has been received.
- 13.6.2. The IPAP will provide insurance premiums for coverage at existing levels for up to three (3) months.
- 13.6.3. 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.
- 13.6.4. The College and Union mutually agree to examine the long-term functionality of the IPAP fund and consider appropriate adjustments should the Union decide to pursue an option to opt into OEBC.
- 13.6.5. Any funds remaining from the previous year shall carry over into the new year.

ARTICLE FOURTEEN - LEAVES WITH PAY

14.1. Emergency Leave

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

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

- parents (including step)
- children (including foster and step)
- brothers
- sisters
- spouse
- grandparents
- grandchildren
- mother-in-law
- father-in-law
- son-in-law
- daughter-in-law
- sister-in-law
- brother-in-law
- domestic partner
- other persons who reside in the same household and who are dependent on the employee for care

14.2.1 Personal Leave

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

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

14.3. Sick Leave

- 14.3.1. To reduce the cost of non-occupational illnesses and disabilities, full-time employees shall accrue sick leave at the rate of twelve (12) hours for each full month of completed service. Only eight (8) of the twelve (12) hours per month count toward PERS sick leave accruals. Part-time employees who work .500 - .999 FTE shall earn sick leave on a prorated basis. Employees who work less than .500 FTE and are in a PERS qualifying position (generally 600 hours in a 12-month period), shall earn sick leave on a pro-rated basis. An employee shall notify the supervisor prior to the need for sick leave or as soon as possible after knowledge of such need. Accumulation of sick leave shall be unlimited. New staff members may transfer to Lane Community College the allowable sick leave limit accumulated in any Oregon School District. Sick leave will be allowed when an employee is unable to work previously scheduled hours because of illness, injury or medical treatment. Upon termination, the employee's sick leave balance will be reported to PERS. An employee who at the time of termination has taken more sick leave than has been accrued shall reimburse the College for the value of the difference.
- 14.3.2. Union employees who work 700 hours or more per fiscal year shall be eligible to access primary health care services through the College Employee Health Clinic. All eligible Union employees (those working 700 or more hours per fiscal year) shall be assessed \$1.00 per semi-monthly payroll period (up to \$24.00/fiscal year) via payroll deduction as a mandatory contribution for access to the College Employee Health Clinic. Eligible Union employees who access primary health care services through the Employee Health Clinic shall not be required to use their accrued sick leave unless the absence from their work assignment is two (2) hours or more. Whenever possible, Union employees shall consult with their College supervisor in advance before leaving their work assignment to go to the Employee Health Clinic.

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

- 14.4.1. Vacation is credited to an employee after the six (6) month initial employment period is successfully completed. Employees with less than five (5) years of continuous service shall accrue vacation credits at the rate of 7.50 hours per full calendar month of service completed. Employees with five (5) or more full years of continuous service accrue vacation credits at the rate of 15.0 hours per full calendar month of service completed. Employees who work less than full-time on an annual basis (1.00 FTE) accrue vacation monthly on a pro-rated FTE basis.
- 14.4.2. Vacation computing and accounting shall be on a calendar year basis as provided for in article 14.5.1. (January 1 – December 31). The roll-over date shall be adjusted to January 1, annually. Effective January 1, 2004, the maximum number of accrued vacation credits that employees may carry over shall be no more than eighty (80) hours for employees with less than five (5) years of continuous service, and no more than one-

hundred sixty (160) hours for employees with five (5) or more years of continuous service. In no case will employees be compensated for vacation credits not used and subsequently lost. Vacation credits above the 80 and 160 hour limits 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. The College and the Union mutually agree that the vacation accrual caps noted above shall not apply on December 31, 2008, and that classified employees' existing vacation leave balances shall roll-over effective January 1, 2009.

- 14.4.3. Vacation will be taken at a time mutually convenient for the College and the employee and/or work team. If an employee's request for vacation is denied, the reasons for such denial shall be given in writing to the employee.
 - 14.4.4. Employees in certain part-time positions, such as instructional support and child care positions, who are not allowed to use vacation during the academic year will be paid for their accumulated vacation at the end of the fiscal year. These positions will be designated in advance by the College.
 - 14.4.5. Upon termination, a permanent employee shall be paid for current earned but unused vacation at the wage rate at the time the vacation was earned. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid.
- 14.5. Holidays (For employees hired into budgeted positions of .500 FTE or greater)
- 14.5.1. Paid Holidays shall be awarded to eligible LCCEF bargaining unit employees consistent with the twelve (12) designated Holidays listed below. Holiday compensation shall be pro-rated for part-time employees working .500 - .999 FTE. When less than full time (.500 - .999 FTE) employees are not scheduled to work on designated Holidays, such employees shall be paid for Holiday leave in the final June payroll annually (example: academic year employees who are not assigned to work in July or early September shall be paid consistent with their annualized FTE for July 4, and Labor Day). Employees other than continuous-operations personnel shall receive the following recognized paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day*, the (last working) day before Christmas Day, the (first working) day after Christmas Day.
 - 14.5.2. *(When Christmas Day falls on a Wednesday, the following Thursday and Friday are observed as holidays instead of the last working day before and the first working day after Christmas Day.)
 - 14.5.3. Employees required to work on designated holidays shall be compensated at a rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in addition to holiday pay. When one of the recognized holidays falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, either the preceding Friday or the following Monday shall be observed, as determined by the College.
 - 14.5.4. Employees who work less than full-time on an annual basis (1.00 FTE) will receive a pro-rated portion of the twelve (12) designated holidays. This pro-rated amount will be divided into equal payments and distributed to the employee each pay period.
- 14.6. Court and Jury Duty
- 14.6.1. An employee called for jury duty or as a witness in a case in which the employee is not personally involved, shall be paid the regular salary for each of the days the employee was previously scheduled to work, provided that all monies received as jury duty pay or witness fees are turned over to the College. Employees shall return to work immediately when less than a normal work day is required by such duty.

14.7. Military Leave With Pay

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

- 14.7.1. An employee who has served with the College for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to a leave of absence from College duties for a period not exceeding fifteen (15) calendar days in any calendar year. Such leave shall be granted without loss of time, pay, or other leave. Military leave with pay will be granted only when an employee receives bona fide orders to active or training duty for a temporary period. Such leave shall not be paid if the employees do not return to work immediately following the expiration of the period for which they were ordered to duty. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

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

ARTICLE FIFTEEN - LEAVES WITHOUT PAY

15.1. Leave Without Pay

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

- 15.1.1. 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.
- 15.1.2. 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.

15.2. Parental Leave

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

- 15.2.1. 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. Utilization of accrued sick leave with pay shall be limited to only the period of actual disability as verified in writing to the College by the employee's physician. Parental leave up to one (1) year shall be allowed, upon request, for the care of infant children.
- 15.2.2. An employee returning immediately following the period of actual disability shall be returned to the same position that he/she 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 15.1, Leaves Without Pay.

15.3. Military Leave of Absence Without Pay

- 15.3.1. An employee 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 his/her last held

position at the salary rate prevailing for such class. Such employee shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply will terminate military leave. When an employee voluntarily reenlists or extends the period of military service, the military leave shall be deemed canceled.

15.4. Family Medical Leave – OFLA/FMLA

15.4.1. 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 uses the prior twelve month period to determine if an additional FMLA and/or OFLA leave is available. This is referred to as a "rolling backward" year for OFLA/FMLA eligibility. If any balance of the twelve weeks has not been used during the preceding twelve months, the eligible employee is entitled to use any of the remaining balance. For purposes of OFLA/FMLA, the College and Union agree that the definition of "immediate family" in Article 14.1. shall apply.

15.5. Political Leave

- 15.5.1. A Union employee at .500 FTE or greater who is elected or appointed to a public office which requires her/his 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.
- 15.5.2. Upon her/his return, she/he shall be placed at the same level and step on the Union compensation schedule as she/he was at the time that the political leave of absence was granted.
- 15.5.3. 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.

ARTICLE SIXTEEN - PAY POLICIES

16.0. Payroll Procedures

16.1. The College shall pay employees on a semi-monthly basis.

16.2. Check-Off/Payroll Deductions

- 16.2.1. 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.
- 16.2.2. Except as provided in Article VII, any authorization for payroll deductions may be canceled by an employee upon written notice to the College and the Union prior to the 15th day of each month, to be effective on the first day of the following month. 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.
- 16.2.3. The College will not be held liable for check-off errors, but will make proper adjustments with the Union for errors as soon as is practicable, and no later than the following pay period.

16.3. On-the-Job-Injury Insurance

- 16.3.1. 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 submit the check to the College, if during the period it represents, paid sick leave was used. Medical progress reports from the employee's doctor may be required by the College prior to approval of such payments.
- 16.3.2. Accrued sick 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 sick 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 sick leave to be reinstated.

16.4. Reimbursement for Personal Expenses

- 16.4.1. 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.

16.5. Public Employees Retirement System

- 16.5.1. 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 June 30, 2015. Under Article 16.5.1, the language is broadened to include the new state employee retirement programs. The College and the Union shall negotiate any area of the PERS agreement declared to be invalid by a court of competent jurisdiction.

16.6. Temporary Assignment to Higher Classification (For employees hired into budgeted positions of .500 FTE or greater)

- 16.6.1. 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 a 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 15.1 except by mutual agreement between the College and the Union.
- 16.6.2.1. Any .500 – 1.0 FTE employee who, on April 1, 2004, was being paid at a temporary assignment level and had, as of 04/01/2004, served in excess of 120 consecutive calendar days in the temporary assignment shall have the temporary level made permanent.
- 16.6.2. Employees temporarily assigned to assume a higher level of duties and responsibilities which 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.

- 16.7. New Hires (For employees hired into budgeted positions of .500 FTE or greater)
 - 16.7.1. Placement of employees new to the College on the salary schedule will be according to relevant experience.
 - 16.7.2. New employees may not be placed on the salary schedule higher than any current employee in the same classification with the same or greater number of years of relevant experience.
- 16.8. Promotional Placement: (For employees hired into budgeted positions of .500 FTE or greater)
 - 16.8.1. When an employee is promoted to a position in a higher salary range, the employee will be placed on a step which provides a salary increase equivalent to one step on the salary schedule or to the first step of the higher range, whichever is greater.
 - 16.8.2. Exceptions may be made as necessary to insure promotional placement at a step equal to that available to an equally qualified outside applicant. For purposes of experience evaluation, relevant experience will be on a one (1) year for one (1) year basis regardless of where such experience is earned.
- 16.9. For shift changes, see Article 12.4.
- 16.10. Special Compensation
 - 16.10.1. 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 the 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 Article 11.4 layoff/recall). The union shall be notified of such positions prior to their being posted, and the college and the union shall meet at least annually to review the status of such positions.
 - 16.10.2. 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.

ARTICLE SEVENTEEN – Wages

- 17.1. Salary Schedule. For the 2008/09 fiscal year, the salary schedule in appendix B shall be effective July 1, 2008 for bargaining unit employees who are actively employed, on lay-off, or who are on authorized leave at the time of the contract ratification.
- 17.2. Cost of Living Adjustments:

- 17.2.1. The LCCEF salary schedules for 2007/2008 shall be adjusted by a 1.00 % increase effective July 1, 2008. The updated 2008/2009 salary schedules take effect July 1, 2008.
- 17.2.2. Paid Days/Hours in Lieu of Direct Compensation 2008/2009: All classified employees in employed as of July 1, 2008, shall be eligible for an award of "non-contract days/hours" in lieu of direct compensation for 2008/2009. The total award of "non-contract" days/hours in 2008/2009 shall be 81 hours for eligible 1.0 FTE LCCEF employees. The award of non-contract days/hours shall be pro-rated for .500 - .999 FTE LCCEF employees. The priority for application of the non-contract days/hours in ExpressLane shall be to apply these hours on the Fridays in summer when the College is officially closed, and during winter break on days when the College is officially closed. Positive balances of the non-contract days/hours awarded in 2008/2009 shall "roll-over" effective June 30, 2009. Positive balances of the non-contract days/hours are not subject to pay-off as final compensation upon an employee's separation from employment with Lane Community College. The non-contract days/hours for 2008/2009 are non-recurring for 2009/2010 and beyond and shall be awarded to eligible LCCEF employees in July, 2008.
- 17.3. Steps:
 - 17.3.1. All LCCEF employees who are eligible for a step effective July 1, 2008, shall receive a one-half step increment (2.15%) applied to the LCCEF salary schedule effective July 1, 2008.
 - 17.3.2. A step 9.5 shall be added to the current Union compensation schedule for the purposes of calculating the Step advancement on July 1, 2008. Step 9.5 shall be considered non-compensable in 2008/2009, because this increment is to be paid as non-contract leave days in lieu of compensation (see Article 17.2.2. above) for 2008/2009.
 - 17.3.1. Step advancement for hourly employees employed at less than .500 FTE shall be granted effective July 1, of even fiscal years beginning in 2004/2005, once an hourly employee has worked 1040 hours or more. The 1040 hours shall be documented effective June 30, 2004, for this purpose and these steps will be awarded to eligible employees effective with the pay period beginning November 16, 2004, for payment in the December 10, 2004 payroll. Eligible hourly classified employees who receive an initial step advancement in 2004/2005, and in subsequent even fiscal years (example 2006/2007), shall remain eligible for additional step advancements once every two fiscal years provided that they work a minimum of 1040 hours within the two fiscal years since the last adjustment. Initial placement of hourly classified employees shall not exceed step #3 of a given pay level without prior mutual agreement between the College and the Union.

Article Eighteen – Classification and Compensation Study

- 18.1. The College and the Union agree to complete a comparative classification and compensation study by June 30, 2005. The College and the Union shall mutually agree to the parameters of the study and the comparative institutions.

Article Nineteen – Interim Bargaining

- 19.1. The College and the Union hereby agree that all interim bargaining over any subjects during the term of this agreement through June 30, 2015, shall be conducted under the ninety (90) day interim bargaining guidelines as specified in ORS 243.698 with the following exception:
- 19.2. 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 and any extended bargaining period as referenced in Article 2.3.1.

Article Twenty – Joint Insurance Committee

- 20.1. The College and the Union agree to participate in a multilateral Joint Insurance Committee (JIC) during the term of this agreement through June 30, 2015. The JIC shall be self-chartered by the mutual agreement of the representative parties. The representative parties in the JIC shall be LCCEA, LCCEF (the "Union"), Management Steering Committee and the College Executive Team.

Article Twenty One– Budget Exigency

- 21.1. The Board of Education shall have the right to declare a Budget Exigency and require re-negotiation (as per Article 19) of Step, COLA and Insurance elements of this agreement under the following circumstances.
- 21.1.1. 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
- 21.1.2. 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.
- 21.2. 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.

Appendix A

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

January 14, 1998

Problem Solving and Dispute Resolution

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 anyway 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 employees' 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.

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 third party mediator is selected by the parties and the method of payment is determined, if necessary.

c. Bargaining.

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 memorandum of agreement is written to handle issues outside of the bargaining process.

e. No Further Action.

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 respond to these proposals by acceptance or rejection by work or deed, and compromise isn't required.*

2008-09 CLASSIFIED SALARY SCHEDULE

AMOUNT FUNDED FOR 2008-09																		TOP STEP NOT FUNDED FOR 2008-09	
2007-08 STEPS	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		
2008-09 STEPS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	
	H	8.48	8.67	8.85	9.04	9.23	9.43	9.62	9.83	10.04	10.25	10.47	10.69	10.92	11.15	11.39	11.63	11.88	12.13
	SM	735.15	750.98	766.76	783.26	799.67	816.88	834.13	852.06	869.90	888.59	907.19	926.68	946.33	966.65	987.06	1,008.27	1,029.53	1,051.66
LEVEL 1	A	17,644	18,023	18,402	18,798	19,192	19,605	20,019	20,449	20,878	21,326	21,773	22,240	22,712	23,200	23,690	24,199	24,709	25,240
	H	9.03	9.22	9.41	9.62	9.82	10.03	10.24	10.46	10.68	10.91	11.14	11.38	11.62	11.87	12.12	12.38	12.64	12.91
	SM	782.25	799.08	815.91	833.46	850.97	869.27	887.54	906.60	925.88	945.78	965.60	986.35	1,007.10	1,028.77	1,050.44	1,073.04	1,095.60	1,119.16
LEVEL 2	A	18,774	19,178	19,582	20,003	20,423	20,863	21,301	21,758	22,221	22,699	23,174	23,672	24,170	24,690	25,211	25,753	26,294	26,860
	H	9.61	9.81	10.02	10.23	10.45	10.67	10.90	11.13	11.37	11.61	11.86	12.11	12.37	12.63	12.90	13.18	13.45	13.74
	SM	832.53	850.42	868.26	886.95	905.59	925.08	944.48	964.80	985.21	1,006.38	1,027.55	1,049.64	1,071.74	1,094.80	1,117.94	1,141.97	1,166.00	1,191.08
LEVEL 3	A	19,981	20,410	20,838	21,287	21,734	22,202	22,667	23,155	23,645	24,153	24,661	25,191	25,722	26,275	26,831	27,407	27,984	28,586
	H	10.22	10.44	10.66	10.89	11.12	11.36	11.60	11.85	12.10	12.36	12.62	12.89	13.16	13.44	13.73	14.02	14.32	14.63
	SM	885.98	905.04	924.11	943.97	963.71	984.41	1,005.20	1,026.83	1,048.46	1,071.02	1,093.58	1,117.10	1,140.58	1,165.12	1,189.70	1,215.28	1,240.87	1,267.55
LEVEL 4	A	21,264	21,721	22,179	22,655	23,129	23,626	24,125	24,644	25,163	25,705	26,246	26,810	27,374	27,963	28,553	29,167	29,781	30,421
	H	10.88	11.11	11.35	11.59	11.83	12.09	12.34	12.60	12.87	13.15	13.43	13.72	14.00	14.31	14.61	14.92	15.24	15.56
	SM	942.79	963.08	983.45	1,004.57	1,025.66	1,047.71	1,069.21	1,092.19	1,115.76	1,139.74	1,163.73	1,188.77	1,213.73	1,239.82	1,265.99	1,293.22	1,320.45	1,348.86
LEVEL 5	A	22,627	23,114	23,603	24,110	24,616	25,145	25,661	26,213	26,778	27,354	27,930	28,530	29,129	29,756	30,384	31,037	31,691	32,373
	H	11.58	11.83	12.07	12.33	12.59	12.86	13.13	13.42	13.70	14.00	14.29	14.60	14.90	15.22	15.54	15.88	16.21	16.56
	SM	1,003.35	1,024.94	1,046.40	1,068.92	1,091.39	1,114.87	1,138.35	1,162.85	1,187.42	1,212.97	1,238.51	1,265.15	1,291.66	1,319.44	1,347.21	1,376.17	1,405.16	1,435.38
LEVEL 6	A	24,080	24,599	25,114	25,654	26,193	26,757	27,321	27,908	28,498	29,111	29,724	30,364	31,000	31,667	32,333	33,028	33,724	34,449
	H	12.32	12.58	12.85	13.13	13.40	13.69	13.98	14.28	14.58	14.90	15.21	15.53	15.86	16.20	16.54	16.90	17.26	17.63
	SM	1,067.74	1,090.67	1,113.65	1,137.60	1,161.42	1,186.37	1,211.50	1,237.54	1,263.76	1,290.95	1,317.92	1,346.25	1,374.65	1,404.19	1,433.86	1,464.71	1,495.52	1,527.67
LEVEL 7	A	25,626	26,176	26,728	27,302	27,874	28,473	29,076	29,701	30,330	30,983	31,630	32,310	32,992	33,701	34,413	35,153	35,892	36,664
	H	13.11	13.39	13.67	13.97	14.26	14.57	14.88	15.20	15.52	15.85	16.18	16.53	16.88	17.24	17.61	17.98	18.36	18.76
	SM	1,136.33	1,160.78	1,185.07	1,210.53	1,236.07	1,262.63	1,289.18	1,316.91	1,344.82	1,373.73	1,402.60	1,432.77	1,462.86	1,494.30	1,525.82	1,558.64	1,591.42	1,625.64
LEVEL 8	A	27,272	27,859	28,442	29,053	29,666	30,303	30,940	31,606	32,276	32,969	33,662	34,386	35,109	35,863	36,620	37,407	38,194	39,015
	H	13.95	14.25	14.55	14.87	15.18	15.50	15.83	16.17	16.51	16.87	17.22	17.59	17.96	18.35	18.74	19.14	19.54	19.96
	SM	1,209.18	1,235.19	1,261.24	1,288.34	1,315.36	1,343.64	1,372.09	1,401.59	1,431.13	1,461.89	1,492.70	1,524.81	1,556.79	1,590.25	1,623.70	1,658.63	1,693.52	1,729.92
LEVEL 9	A	29,020	29,645	30,270	30,920	31,569	32,247	32,930	33,638	34,347	35,085	35,825	36,595	37,363	38,166	38,969	39,807	40,644	41,518
	H	14.85	15.17	15.49	15.82	16.15	16.50	16.85	17.21	17.57	17.95	18.33	18.72	19.12	19.53	19.94	20.37	20.80	21.24
	SM	1,286.99	1,314.68	1,342.12	1,370.99	1,399.90	1,429.99	1,460.08	1,491.48	1,522.95	1,555.69	1,588.48	1,622.65	1,656.74	1,692.34	1,728.07	1,765.23	1,802.39	1,841.15
LEVEL 10	A	30,888	31,552	32,211	32,904	33,598	34,320	35,042	35,795	36,551	37,337	38,123	38,944	39,762	40,616	41,474	42,365	43,257	44,188
	H	15.80	16.14	16.48	16.83	17.19	17.56	17.93	18.31	18.70	19.10	19.51	19.92	20.34	20.78	21.22	21.67	22.13	22.61
	SM	1,369.48	1,398.93	1,428.31	1,459.03	1,489.71	1,521.73	1,553.80	1,587.22	1,620.76	1,655.60	1,690.45	1,726.81	1,763.08	1,801.00	1,838.92	1,878.43	1,917.99	1,959.23
LEVEL 11	A	32,867	33,574	34,279	35,017	35,753	36,522	37,291	38,093	38,898	39,734	40,571	41,443	42,314	43,224	44,134	45,082	46,032	47,022
	H	16.82	17.18	17.54	17.92	18.29	18.69	19.08	19.49	19.90	20.33	20.76	21.20	21.65	22.12	22.58	23.07	23.55	24.06
	SM	1,457.43	1,488.78	1,519.97	1,552.66	1,585.36	1,619.45	1,653.62	1,688.18	1,724.91	1,761.99	1,798.98	1,837.65	1,876.29	1,916.64	1,957.09	1,999.17	2,041.25	2,085.15
LEVEL 12	A	34,978	35,731	36,479	37,264	38,049	38,867	39,687	40,540	41,398	42,288	43,175	44,104	45,031	45,999	46,970	47,980	48,990	50,043
	H	17.90	18.28	18.66	19.06	19.47	19.89	20.30	20.74	21.18	21.63	22.09	22.57	23.04	23.53	24.03	24.55	25.06	25.60
	SM	1,550.94	1,584.27	1,617.52	1,652.28	1,687.12	1,723.40	1,759.76	1,797.59	1,835.51	1,874.98	1,914.50	1,955.65	1,996.77	2,039.70	2,082.75	2,127.52	2,172.30	2,219.01
LEVEL 13	A	37,223	38,022	38,820	39,655	40,491	41,362	42,234	43,142	44,052	45,000	45,948	46,936	47,922	48,953	49,986	51,061	52,135	53,256
	H	19.04	19.45	19.86	20.29	20.72	21.16	21.61	22.07	22.54	23.02	23.51	24.01	24.52	25.05	25.57	26.12	26.67	27.25
	SM	1,650.51	1,685.98	1,721.33	1,758.33	1,795.49	1,834.08	1,872.79	1,913.07	1,953.38	1,995.38	2,037.34	2,081.15	2,124.91	2,170.62	2,216.40	2,264.04	2,311.72	2,361.42
LEVEL 14	A	39,612	40,464	41,312	42,200	43,092	44,018	44,947	45,914	46,881	47,889	48,896	49,948	50,998	52,095	53,194	54,337	55,481	56,674

LANE COMMUNITY COLLEGE

CLASSIFIED TECHNOLOGY SALARY SCHEDULE FOR 7/1/08 - 6/30/09
INCLUDES 1% INCREASE + 1 INCREMENT FOR ELIGIBLE EMPLOYEES

		AMOUNT FUNDED FOR 2008-09																										TOP STEP NOT FUNDED FOR 2008-09	
		INCREMENT 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
LEVEL A	H	14.81	15.12	15.44	15.77	16.11	16.45	16.80	17.16	17.52	17.90	18.28	18.67	19.06	19.47	19.88	20.31	20.74	21.18	21.63	22.09	22.56	23.04	23.53	24.03	24.54	25.05	25.05	25.58
	SM	1,283.17	1,310.50	1,338.33	1,366.79	1,395.88	1,425.63	1,455.96	1,487.00	1,518.83	1,551.00	1,584.00	1,617.87	1,652.17	1,687.33	1,723.17	1,759.83	1,797.33	1,835.50	1,874.58	1,914.46	1,955.21	1,996.88	2,039.38	2,082.75	2,126.46	2,171.13	2,171.13	2,216.71
	A	30,796	31,452	32,120	32,803	33,501	34,215	34,943	35,686	36,447	37,224	38,018	38,824	39,652	40,496	41,356	42,230	43,136	44,062	44,990	45,947	46,925	47,925	48,945	49,986	51,035	52,107	52,107	53,201
LEVEL B	H	16.77	17.13	17.49	17.86	18.24	18.63	19.03	19.43	19.85	20.27	20.70	21.14	21.59	22.05	22.52	23.00	23.49	23.99	24.50	25.02	25.55	26.09	26.65	27.22	27.78	28.37	28.37	28.97
	SM	1,453.21	1,484.21	1,515.71	1,548.00	1,581.04	1,614.58	1,648.96	1,684.08	1,719.92	1,756.50	1,793.92	1,832.04	1,871.13	1,910.82	1,951.58	1,993.08	2,035.50	2,078.83	2,123.04	2,168.21	2,214.29	2,261.42	2,309.58	2,358.71	2,408.25	2,458.83	2,458.83	2,510.46
	A	34,877	35,621	36,377	37,152	37,945	38,750	39,575	40,418	41,278	42,156	43,054	43,969	44,907	45,862	46,838	47,834	48,852	49,892	50,953	52,037	53,143	54,274	55,430	56,609	57,798	59,012	59,012	60,251
LEVEL C	H	18.99	19.39	19.81	20.23	20.66	21.10	21.55	22.01	22.47	22.96	23.44	23.94	24.45	24.97	25.50	26.04	26.60	27.16	27.74	28.33	28.94	29.55	30.16	30.82	31.47	32.13	32.13	32.81
	SM	1,645.79	1,680.71	1,716.56	1,753.04	1,790.38	1,828.46	1,867.42	1,907.13	1,947.71	1,989.21	2,031.54	2,074.79	2,118.92	2,164.04	2,210.04	2,257.08	2,305.17	2,354.13	2,404.29	2,455.46	2,507.79	2,561.13	2,615.67	2,671.29	2,727.38	2,784.67	2,784.67	2,843.13
	A	38,499	40,337	41,198	42,073	42,969	43,883	44,816	45,771	46,745	47,741	48,757	49,795	50,854	51,937	53,041	54,170	55,324	56,499	57,703	58,931	60,187	61,467	62,776	64,111	65,457	66,832	66,832	68,235

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APPENDIX C: CLASSIFICATION FAMILIES

Administrative Family	Student Family	Financial Family	Instructional Support
Administrative Coordinator Administrative Specialist Administrative Support Specialist Department Coordinator Instructional Coordinating Specialist Office Support Specialist Human Resources Analyst Project Specialist 1 Project Specialist 2 Project Coordinator Telecourse Operations Coordinator	Assessment/Testing Specialist Degree Evaluator Financial Aid Advisor Lead Student Services Specialist Student Advisor 1 Student Advisor 2 Student Employment Coordinator Student Employment Specialist Students First! Service Representative Student Services Specialist	Accountant Accounting Specialist Financial Specialist Procurement Specialist Accountant Trainee	Accommodation Specialist Audio-Visual Specialist Child Care Coordinator Costumer Developmental Disability Spec 1 Developmental Disability Spec 2 Early Childhood Teacher Facility Coordinator Instructional Specialist Instructional Support Specialist Interpreter for the Hearing Impaired Locker Room/Equipment Room Assistant Medical Technologist Rec/Sports & Special Events Coordinator Science Laboratory Coordinator Technical Scene Shop Coordinator
Communications Family	Trades Family	Campus Infrastructure & Safety	Production Family
Advertising Advisor Grants Coordinator KLCC Program Coordinator KLCC Program Host KLCC Sales Representative Lead KLCC Program Host Lead Telephone Console Operator Marketing Specialist Multi-Media/Video Specialist Public Information Specialist TV Control Operator Telephone Console Operator	Aircraft Maintenance Technician Automotive Mechanic Carpenter Electrician HVAC Technician Lead Aircraft Maintenance Technician Lead Electrician Lead Carpenter Lead Painter Maintenance Helper Maintenance Worker Painter Plumber Special Maintenance Lead	Campus Public Safety Officer Custodian Facility Planner Facilities Specialist Groundskeeper Groundskeeper/Equipment Operator Housekeeping Coordinator Lead Custodian Lead Groundskeeper	Bindery Operator/Courier Electronic Publishing Technician Graphic Artist Courier Mail & Warehouse Services Spec Micrographics Specialist Offset Press Operator Production Copier Operator Laundry Worker Mailroom Worker Production Coordinator
Preparation and Sales Services	Technology Family	Library	
Book Buyer Bookstore Clerk Bookstore Shipping/Receiving Clerk Bookstore Specialist Food Service Coordinator Food Service Specialist	Information Technology Technician - Intermediate Information Technology Technician - Advanced Network Administration Specialist - Intermediate Network Administration Specialist - Advanced Technology Analysis & Design Specialist - Intermediate Technology Analysis & Design Specialist - Advanced Technology Equipment Systems Technician - Intermediate Technology Equipment Systems Technician - Advanced	Archives/Records Mgmt Spec Library Assistant Library Technician Coordinator of Library Circulation Services NC Library Associate NC	

APPENDIX D

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 classifications (Programmer Trainee and Accountant Trainee). The job class descriptions for these two classes include the following language:

Employees assigned to this class are automatically promoted to [Programmer Analyst or 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 these 2 classes 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 hire [sic] classification.

APPENDIX E

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

80% vs. 100% Wage Schedule Revised September 29, 2000

The college and the Union agree that employees should be compensated at a rate that matches the work being performed. To that end, they also agree that the 80% wage schedule is to be used for those employees who do not perform the scope of duties of the assigned classification, or who do not meet minimum qualifications for the positions.

If employees are to be paid using the 80% pay schedule, an explanation for the pay differential needs to be written and on file in the department, to be held for review upon request. This explanation must include the job classification assignments and the reason(s) for the requested exemption to the 100% wage schedule. The 80% wage schedule is applied at the job development stage prior to the hiring of an employee. The explanation and any supporting documentation must be revised when there are relevant changes in staffing or work assignments in the department.

This agreement applies to all non-contracted classified employees (HC) who are in the bargaining unit.

APPENDIX F

Memorandum of Agreement

between

Lane Community College and Lane Community College Employees Federation

TECHNOLOGY STUDY IMPLEMENTATION

September 5, 2001

For the Employees Federation,

For the College,

Alen Bahret

Mary Spilde

Dated:

Dated:

MEMORANDUM OF AGREEMENT TECHNOLOGY STUDY IMPLEMENTATION

New Classifications To Be Created:

Information Technology Technician
 Network Administration Specialist
 Technology Analysis and Design Specialist
 Technology Equipment Systems Technician

Old Classifications To Be Superseded:

Communications Specialist
 Community Learning Center Specialist
 Computer Help Desk Coordinator
 Computer Network Specialist
 Computer Support Specialist
 Coordinator of Computer Labs
 Electronic Maintenance Technician
 Programmer Analyst
 Programmer Trainee
 Systems Programmer

Levels and Sub-Levels:

Information Technology Technician - Pay Level A

Intermediate Level - Increments 1 through 16

Communications/Data Specialist
 (Departmental) Computer Support Specialist
 Help Desk Coordinator
 Lab Coordinator (Cottage Grove and Florence campuses only)
 Lab Specialist
 Mainframe Operations

Advanced Level - Increments 1 through 24

Community Learning Center Coordinator
 Coordinator of Computer Labs
 PC Technician
 Web Developer

Network Administration Specialist - Pay Level C

Intermediate Level - Increments 1 through 16

Network Support Specialist

Advanced Level - Increments 1 through 24

Systems Programmer
 Wide Area Network Administrator

Technology Analysis and Design Specialist - Pay Level C

Intermediate Level - Increments 1 through 16

Research Analyst

Advanced Level - Increments 1 through 24

Database Administrator
 Programmer Analyst

Technology Equipment Systems Technician - Pay Level B

Intermediate Level - Increments 1 through 16
Electronic Maintenance Technician - Non-computer

Advanced Level- Increments 1 through 24
Electronic Maintenance Technician - KLCC

Each increment is a half step as compared to the current classified pay schedule. Each half step is valued at 2.15%.

Below each of the classifications there will be distinct job descriptions that are described by the position profiles defined by the Technology Action Group (see "Sources" at the end of this document). The job description or collection of Knowledge, Skills and Abilities (KSAs) will be used to post and place employees within the appropriate classification and within the intermediate or advanced levels.

The salary ranges for the Intermediate and Advanced levels are consistent with the salary ranges recommended by the independent consultant, Center for HR Leadership.

The 24-increment pay levels A, B, and C would be limited, for the duration of this MOA, only to the four technology classifications described above.

Transitional Placement:

Technology employees will be placed on the new pay levels so as to grant an increase up to the incremental half-step that comes the closest to a 6% increase. This placement is consistent with current Promotional Placement language. Employees in the positions that are limited to the Intermediate sub-level will be placed no higher than Increment 16. Employees who are at or above Increment 16 will be frozen until such time as the salary schedule increases sufficiently to provide the employee an increase.

Placement of New Employees:

New employees entering the Technology Family from outside of LCC will be placed within the appropriate Intermediate or Advanced sub-levels, based on the judgment of Personnel, the Associate Vice President of Technology, and the department or division manager, as necessary. Personnel and the A VP will consult the KSA's for the appropriate classification and position allocation based on the comparison of all other technology employees in similar or like positions.

New employees shall not surpass any current technology employees if they have the same or lesser relevant experience compared to the current employee (Article 16.7.2). However, the calculation of relevant experience may incorporate the analysis and comparison of Knowledge, Skills and Abilities as defined in the KSA matrix for the classification.

Reclassification and Appeals:

Non-tech employees who believe their position more properly lies in one of the technology classifications above, 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 outlined under Article 11.7. The validity of the request would be determined based on previous reclassification decisions and formal level change criteria (currently in draft form).

The Job Description Questionnaire accompanying such requests must document the new KSA's required by the College and acquired by the employee. The Associate Vice President for Technology will be a necessary resource to work with Personnel and the supervisory manager in evaluating the request for reclassification.

If an employee's request is denied, then the employee will still have access to Appeal under Article 11.7.2. The language under 11.7.2.1.2.3 can provide any necessary technical witnesses needed to provide foundation for the appeal case.

Layoff/Recall/Bumping:

For the purposes of Layoff, Bumping or Recall (Article 11), the four major classifications will each be considered to

contain two sub-classifications. One sub-classification will encompass the skill sets in the beginning and intermediate sub-levels. The other sub-classification will be the full salary range containing skill sets from beginning through to the advanced sub-levels.

Automatic and Skill Attainment Increments:

If steps are funded for all non-technology classified employees, then increases would be possible for employees in the technology classification system, as follows:

1. An automatic increment to employees who are below the maximum salary for their classification sublevel (Increment 16 or 24.)
2. An additional KSA-based increment would be available for employees who are below the maximum salary for their classification sub-level (Increment 16 or 24). This additional increment would be awarded upon the successful demonstration of a significant change in the knowledge, skills and abilities required by the College for the performance of that job, and that the employee has acquired those required KSA's.
3. If dedicated service pay (i.e., a bonus) is funded for all non-technology classified employees who are at the maximum salary for their classification, whether it is a percentage or a flat amount, then the same dollar value* would be available for ALL employees in the technology classifications, regardless of their current step placement. This dollar value would be granted entirely at the manager's discretion. The intent of this discretionary pay is to provide a motivational tool to managers to achieve strategic goals and to facilitate advancement among technology employees. The College may not spend more than this calculated amount, but may spend less.

*The total dollar value of the discretionary pay is calculated by multiplying the average individual dedicated service pay for non-technical employees (if a percent, otherwise the flat amount) by the number of technology employees.

If dedicated service pay is NOT funded for all classified employees who are at the maximum salary for their classification, there will be no funding for discretionary increases.

Technology Proximity On-Call:

Employees that are required to be on proximity on-call for the College will receive 4 hours of vacation for each weekend that the employee is on-call. The on-call employee will no longer be paid 3 hours of OT for the on-call time as has been in past practice.

Temporary Assignment to Higher Classification:

Employees in technology classifications may be temporarily assigned to a higher classification, as described in Article 16.6. Such employees will receive a placement that provides an increase on the new level, plus two additional increments. The placement will not exceed increment 16 for an intermediate level placement or increment 24 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 that classification will be moved up 3 increments, not to exceed increment 24 of the advanced level.

System Sunset:

This Memorandum of Agreement shall continue until June 30, 2004, at which time a joint bargaining decision will be made as to whether the system should continue, be modified or terminated.

If the system is continued, the pay levels A, B, and C would be opened to all classifications represented by the LCCEF. The system will continue with all of its components, including but not limited to: the new pay schedules, the 24-increment spread, and the automatic first increment, KSA-used second increment, and discretionary third increment structure, as described in the section above entitled "Automatic and Skill Attainment Increments". Level change requests would be addressed in bargaining, using the level change criteria in effect at that time. A new schedule would be created, if needed, using the same mathematical formulae as apply to the current pay schedule. Essentially, the even increments from 10 to 24 from levels B (15) and C (17) would be used to create the traditional levels.

If modified, any changes will go into effect by agreement of the parties.

If terminated, the pay levels will revert to a traditional pay schedule using the traditional steps from 1 to 8 on levels 13, 15 and 17 for those employees in the classifications that include the advanced sub-level on levels A, Band C respectively. Employees limited to the Intermediate sub-level of the classifications A, B, and C, will revert to the traditional steps 1 to 8 on level II, 13, and 15, respectively. Levels 15 and 17 would not be available to any other classification represented by the LCCEF. Termination of this agreement shall not result in a decrease in pay for any participating employees.

Retroactivity: Tech Study

July 1, 2000, is the effective date for the technology employee pay increases as described in this Memorandum of Agreement.

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

CLASSIFIED WAGE SCHEDULE AMENDED FOR THE TECHNOLOGY FAMILY PAGE 1

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
LEVEL 7											
LEVEL 8											
LEVEL 9										\$11.79	
										\$2,043.60	
LEVEL 10										\$24,523.15	
										\$12.55	
										\$2,175.33	
										\$26,103.95	
LEVEL 11								\$12.77	\$13.04	\$13.34	\$13.63
(SFI Only Even Steps)								\$2,212.94	\$2,260.52	\$2,312.37	\$2,362.09
								\$26,555.31	\$27,126.25	\$27,748.50	\$28,345.09
LEVEL 12										\$14.21	
										\$2,463.06	
										\$29,556.74	
LEVEL 13/A	\$12.40	\$12.67	\$12.95	\$13.24	\$13.54	\$13.83	\$14.14	\$14.46	\$14.78	\$15.11	\$15.42
(Tech Steps)	\$2,148.90	\$2,196.12	\$2,245.46	\$2,294.80	\$2,346.35	\$2,397.91	\$2,451.78	\$2,505.65	\$2,561.94	\$2,618.23	\$2,672.11
	\$25,786.86	\$26,353.46	\$26,945.51	\$27,537.57	\$28,156.23	\$28,774.89	\$29,421.35	\$30,067.81	\$30,743.31	\$31,418.82	\$32,065.28
LEVEL 14										\$16.10	
										\$2,790.66	
										\$33,487.94	
LEVEL B	\$14.09	\$14.40	\$14.72	\$15.04	\$15.38	\$15.72	\$16.07	\$16.42	\$16.79	\$17.16	\$17.47
(Tech Only Full)	\$2,441.59	\$2,495.24	\$2,551.30	\$2,607.35	\$2,665.93	\$2,724.51	\$2,785.72	\$2,846.93	\$2,910.89	\$2,974.84	\$3,027.32
	\$29,299.09	\$29,942.86	\$30,615.56	\$31,288.26	\$31,991.18	\$32,694.11	\$33,428.61	\$34,163.12	\$34,930.63	\$35,698.14	\$36,327.85
LEVEL ?										\$18.24	
(Pay Level Not Used)										\$3,162.26	
										\$37,947.12	
LEVEL C	\$15.92	\$16.27	\$16.63	\$17.00	\$17.38	\$17.76	\$18.16	\$18.56	\$18.98	\$19.39	\$19.79
(Tech Only Full)	\$2,758.92	\$2,819.54	\$2,882.89	\$2,946.23	\$3,012.42	\$3,078.61	\$3,147.77	\$3,216.94	\$3,289.21	\$3,361.48	\$3,430.65
	\$33,107.07	\$33,834.51	\$34,594.64	\$35,354.76	\$36,149.04	\$36,943.33	\$37,773.30	\$38,603.27	\$39,470.53	\$40,337.79	\$41,167.76

Monthly Calc:

173.333

Hours per
month

		Level	Step 1	Intermediate Step 16	Advanced Step 24
Mainframe Ops	Info Tech	13	\$2,196.12	\$3,098.46	
Dept Supprt	Info Tech	13	\$2,196.12	\$3,098.46	
Lab Spec	Info Tech	13	\$2,196.12	\$3,098.46	
CLC Coord	Info Tech	13	\$2,196.12		\$3,515.59
Center Coord	Info Tech	13	\$2,196.12	\$3,098.46	
Help Desk Coord	Info Tech	13	\$2,196.12	\$3,098.46	
PC Tech	Info Tech	13	\$2,196.12		\$3,515.59
Web Developer	Info Tech	13	\$2,196.12		\$3,515.59
Coord Computer Lab	Info Tech	13	\$2,196.12		\$3,515.59
EMT KLCC	Tech Equip	15	\$2,495.24		\$3,914.69
EMT Non-Computer	Tech Equip	15	\$2,495.24	\$3,480.15	
Network Supp Spec	Network	17	\$2,819.54	\$3,978.03	
WAN Admin	Network	17	\$2,819.54		\$4,513.58
Research Analysis	Tech Analysis	17	\$2,819.54	\$3,978.03	
Systems Prog	Network	17	\$2,819.54		\$4,513.58

Programmer/Analyst			Tech Analysis		17		\$2,819.54			\$4,513.58			
CLASSIFIED WAGE SCHEDULE AMENDED FOR THE TECHNOLOGY FAMILY PAGE 2													
Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	
												\$13.99	
												\$2,424.93	
												\$29,099.14	
										\$14.27		\$14.88	
										\$2,473.46		\$2,579.20	
										\$29,681.54		\$30,950.34	
\$12.30		\$12.83		\$13.38		\$13.96		\$14.56		\$15.18		\$15.84	
\$2,131.47		\$2,223.12		\$2,318.72		\$2,418.89		\$2,522.90		\$2,631.38		\$2,745.06	
\$25,577.65		\$26,677.49		\$27,824.62		\$29,026.64		\$30,274.79		\$31,576.60		\$32,940.71	
\$13.09		\$13.65		\$14.24		\$14.85		\$15.49		\$16.16		\$16.85	
\$2,268.87		\$2,366.43		\$2,468.19		\$2,574.32		\$2,685.01		\$2,800.47		\$2,920.89	
\$27,226.42		\$28,397.16		\$29,618.23		\$30,891.82		\$32,220.17		\$33,605.63		\$35,050.67	
\$13.91	\$14.21	\$14.51	\$14.82	\$15.14	\$15.46	\$15.79	\$16.13	\$16.47	\$16.82	\$17.17	\$17.54	\$17.91	
\$2,411.81	\$2,463.66	\$2,515.51	\$2,569.60	\$2,623.68	\$2,680.09	\$2,736.50	\$2,795.33	\$2,854.17	\$2,915.53	\$2,976.90	\$3,040.90	\$3,104.91	
\$28,941.68	\$29,563.93	\$30,186.18	\$30,835.18	\$31,484.18	\$32,161.09	\$32,838.00	\$33,544.02	\$34,250.04	\$34,986.41	\$35,722.79	\$36,490.83	\$37,258.87	
\$14.82		\$15.46		\$16.12		\$16.82		\$17.54		\$18.29		\$19.08	
\$2,568.97		\$2,679.44		\$2,794.66		\$2,914.83		\$3,040.16		\$3,170.89		\$3,307.24	
\$30,827.68		\$32,153.27		\$33,535.86		\$34,977.91		\$36,481.96		\$38,050.68		\$39,686.86	
\$15.75	\$16.08	\$16.43	\$16.77	\$17.14	\$17.49	\$17.88	\$18.24	\$18.64	\$19.03	\$19.45	\$19.85	\$20.28	
\$2,730.82	\$2,787.01	\$2,848.24	\$2,906.85	\$2,970.72	\$3,031.84	\$3,098.46	\$3,162.21	\$3,231.69	\$3,298.19	\$3,370.66	\$3,440.01	\$3,515.59	
\$32,769.83	\$33,444.08	\$34,178.93	\$34,882.18	\$35,648.62	\$36,382.11	\$37,181.51	\$37,946.54	\$38,780.32	\$39,578.24	\$40,447.87	\$41,280.11	\$42,187.13	
\$16.79		\$17.51		\$18.27		\$19.05		\$19.87		\$20.73		\$21.62	
\$2,910.66		\$3,035.82		\$3,166.36		\$3,302.51		\$3,444.52		\$3,592.63		\$3,747.12	
\$34,927.92		\$36,429.82		\$37,996.30		\$39,630.14		\$41,334.24		\$43,111.61		\$44,965.41	
\$17.85	\$18.16	\$18.56	\$18.89	\$19.31	\$19.65	\$20.08	\$20.43	\$20.88	\$21.25	\$21.72	\$22.10	\$22.58	
\$3,093.84	\$3,148.41	\$3,217.59	\$3,274.35	\$3,346.30	\$3,405.32	\$3,480.15	\$3,541.54	\$3,619.35	\$3,683.20	\$3,764.13	\$3,830.53	\$3,914.69	
\$37,126.06	\$37,780.97	\$38,611.11	\$39,292.21	\$40,155.55	\$40,863.90	\$41,761.77	\$42,498.45	\$43,432.24	\$44,198.39	\$45,169.53	\$45,966.33	\$46,976.32	
\$19.03		\$19.85		\$20.70		\$21.59		\$22.52		\$23.49		\$24.50	
\$3,298.24		\$3,440.06		\$3,587.98		\$3,742.27		\$3,903.19		\$4,071.02		\$4,246.08	
\$39,578.85		\$41,280.74		\$43,055.81		\$44,907.21		\$46,838.22		\$48,852.26		\$50,952.91	
\$20.23	\$20.64	\$21.10	\$21.53	\$22.00	\$22.46	\$22.95	\$23.42	\$23.94	\$24.43	\$24.97	\$25.48	\$26.04	
\$3,506.03	\$3,578.16	\$3,656.79	\$3,732.03	\$3,814.03	\$3,892.50	\$3,978.03	\$4,059.88	\$4,149.09	\$4,234.46	\$4,327.50	\$4,416.54	\$4,513.58	
\$42,072.32	\$42,937.97	\$43,881.43	\$44,784.31	\$45,768.33	\$46,710.03	\$47,736.36	\$48,718.56	\$49,789.03	\$50,813.46	\$51,929.96	\$52,998.44	\$54,162.94	
				^Top of the Intermediate Scale								^Top of the Advanced Scale	

Spread

41.09%
41.09%
41.09%
60.08%
41.09%
41.09%
60.08%
60.08%
60.08%
56.89%
39.47%
41.09%
60.08%

Steps:

First Step that gives an increase plus one step
Promotional Placement intent - Article 16.6

41.09%
60.08%
60.08%

APPENDIX G**Memorandum of Agreement
Between Lane Community College Employees Federation
And .****Lane Community College****Technology Study Agreement Extension & Modification**

This memorandum of agreement between Lane Community College Employees Federation (Federation) and Lane Community College (College) shall clarify the extension and modification of the Technology Study Agreement (Agreement).

The Federation and College explicitly agree that the wages, hours and terms & conditions of employment for employees covered by the Agreement shall remain the same upon "renewal" of the Agreement effective July 1, 2004, with the following exceptions:

1. All employees covered by the Agreement shall receive a step (two "increments on the current schedule) effective July 1, 2004, up to the classification maximums of intermediate "step" 16, or advanced "step" 24. The "KSA one-half" steps and "bonus one-half" steps will no longer apply.
2. The A, B, and C salary schedules in the Agreement shall not be "exported" to the full LCCEF bargaining unit before September 14, 2004. It is expected by September 14, 2004, that a comprehensive settlement of the main contract negotiations will be achieved and ratified through June 30, 2008, that includes a compensation and classification study which will be implemented effective July 1, 2005.
3. Compensation for "on-call" time shall be converted from four hours of vacation accrual to four hours of compensation (with overtime if earned) effective September 1, 2004. Compensation for call-back hours when an on-call employee must report for work shall be based upon article 12.3.2.

The extension and modification of the Agreement is executed effective July 1, 2004.

APPENDIX H
LANE COMMUNITY COLLEGE

Memorandum of Agreement
Between Lane Community College
And
Lane Community College Employees Federation

Students First! Implementation of pay rate for:

Entry Level, Level 11, Step 2

Developmental Level I, Level 11, Step 2

Developmental Level I, Level 11, Step 3

Developmental Level II, Level 11, Step 4

Developmental Level II, Level 11, Step 5

Developmental Level III, Level 11, Step 6

Developmental Level III, Level 11, Step 7

Mastery Level, Level 11, Step 8

MEMORANDUM OF AGREEMENT STUDENTS FIRST! PAY SCHEDULE

Old Pay Schedule to be superseded

Entry Level, Level 7, Step 8
 Developmental Level I, Level 8, Step 7
 Developmental Level I, Level 8, Step 8
 Developmental Level II, Level 9, Step 7
 Developmental Level II, Level 9, Step 8
 Developmental Level III, To Be Determined
 Developmental Level III, To Be Determined
 Mastery Level, To Be Determined

New Proposed Pay Schedule

Entry Level, Level 11, Step 1
 Developmental Level I, Level 11, Step 2
 Developmental Level I, Level 11, Step 3
 Developmental Level II, Level 11, Step 4
 Developmental Level II, Level 11, Step 5
 Developmental Level III, Level 11, Step 6
 Developmental Level III, Level 11, Step 7
 Mastery Level, Level 11, Step 8

Automatic and Skill Attainment Increments:

Increases are possible as follows:

Each team member's compensation is based on a demonstrated mastery of a sequential set of skills. Thus, each team member is paid according to the capability to serve the needs of students and the needs of the team, rather than being paid according to a particular position held or duties performed at a given time. Team member's pay structure is based on broadly defined skill sets so that team members can move easily from one level to another.

Pay levels increase as additional skill sets are mastered. Each competency level contains elements of service skills/technical knowledge, teamwork skills and high performance team skills. Work processes of the team are designed to ensure that acquired skills are used, maintained and continuously improved. When a team member completes all training and demonstrates mastery of all skills on a given level, she/he shall be eligible to advance to the next service and pay level.

Objective:

It is the intent of the Students First! work system that all Service Representatives develop toward the Mastery level. The pay increments below the Mastery level are considered developmental rates and are designed to provide positive rewards/incentives for structured developmental activities, thus supporting the achievement of developmental and service delivery goals.

The Development Process and Compensation:

Students First! Service Representatives will be hired into the first developmental rate. Progression to each subsequent developmental rate will occur when the Service Representative has been certified through a sustained demonstration of the skills required for progression, per the Representative's Individual Development Plan.

Should a Students First! Representative be unable to certify and progress to the next increment due to the College's failure to provide the appropriate developmental opportunities within the year, progression to the next salary step may be granted ahead of certification.

The ultimate success of the student service function depends on the concept that all Student Service representatives can, and will, progress to the Mastery level. Student Services Representatives will not be allowed to voluntarily choose to curtail development at a level below Mastery.

Current employees accepting SF! Service Representative positions with a pay level less than his or her current pay level will continue to be paid his or her current rate. Such an employee will receive any COLA adjustments made to the salary schedule.

Current employees accepting SF! Service Representative positions will be given a three month trial service period in accordance with Article 11.2.4.1 of the LCCEF Contract, with the following exception: if the College determines that an employee is unable to perform satisfactorily as an SF! Service Representative and the job to which the employee would revert has been eliminated as a result of SF!, such employee would fall under the protection of the Employment Security Agreement.

Management and the Students First! Team Leader will make every effort to assist a Student Services Representative who is having difficulty achieving and demonstrating the skills necessary to progress. If it becomes apparent that a Student Services Representative is unable to learn and demonstrate the required skills within a developmental plan, an alternative plan will be worked out with the Student Services Representative per Article 11.1 0 (Evaluations) of the LCCEF Contract.

The college will provide the opportunity for the Service representative to learn and demonstrate the skills to achieve Development Level III (Level 11, Step 7), within three (3) years of entry into the position.

Changes in the Position Description, Developmental Expectations, Appeal:

Substantial changes in, or the addition of, skill expectations or job duties will be brought before the Joint Classified Bargaining Team, which will consider adjustments to compensation under the authority of the Process Redesign Memorandum of Understanding dated November 25, 1997.

Disputes regarding certification for advancement within the SF! pay-for-skill structure that cannot resolved within the SF! management structure will be referred to the grievance process for resolution.

Negotiated Pay Increases:

The Students First! compensation schedule will be subject to negotiation during any subsequent contract opening.

For the duration of the existing contract, the schedule, and pay of individuals on the schedule, will be adjusted in an amount equal to the cost of living increases spelled out in the contract.

Job Family:

The Student Services Representative position will be considered part of the Student Records Job Family.

Please see Attachment A,
Core Competencies for: Entry, I, II, III, & Mastery

LANE COMMUNITY COLLEGE

Students First! Center Core Competencies and Development Plan

SKILL LEVELS	SKILL SETS			
	SERVICE SKILLS/TECH. KNOWLEDGE			HIGH PERFORMANCE TEAM SKILLS
ENTRY LEVEL COMPETENCIES Level 11, Step 1	Interpersonal and Customer Service Skills Team Skills Computer Skills Process Skills Knowledge of Post-Secondary Education Student Service Information Campus/Community Resources Bi-lingual Ability Two Years of Post Secondary Education Two Years of Related Experience in Delivery of Customer Service Using Technology			
CURRENT LEVEL 7, STEP 8 PROPOSED LEVEL 11, STEP 1	ANNUAL 29089.00 PROPOSED 27783	MONTHLY 2424.08 PROPOSED 2315.25	ANNUAL 13.99 PROPOSED 13.36	

LANE COMMUNITY COLLEGE

Students First! Center Core Competencies and Development Plan

SKILL LEVELS	SKILL SETS			
	SERVICE SKILLS/TECH. KNOWLEDGE			HIGH PERFORMANCE TEAM SKILLS
ENTRY LEVEL COMPETENCIES Level 11, Step 1	Interpersonal and Customer Service Skills Team Skills Computer Skills Process Skills Knowledge of Post-Secondary Education Student Service Information Campus/Community Resources Bi-lingual Ability Two Years of Post Secondary Education Two Years of Related Experience in Delivery of Customer Service Using Technology			
CURRENT LEVEL 7, STEP 8 PROPOSED LEVEL 11, STEP 1	ANNUAL 29089.00 PROPOSED 27783	MONTHLY 2424.08 PROPOSED 2315.25	ANNUAL 13.99 PROPOSED 13.36	

LANE COMMUNITY COLLEGE

Students First! Center Core Competencies and Development Plan

SKILL LEVELS	SKILL SETS			
	SERVICE SKILLS/TECH. KNOWLEDGE	TEAMWORK SKILLS	HIGH PERFORMANCE TEAM SKILLS	
DEVELOPMENTAL SERICE LEVEL I COMPETENCIES LEVEL 11, STEP 2 & LEVEL 11, STEP 3	Basic Cash Management Skills Basic Information Technology Admissions Student Records Financial Aid College Finance Basic Referrals Admissions Technical Team College Finance Technical Team Financial Aid Technical Team Sponsored Accounts Team Student Finance Team Student Records Technical Team Support Services Basic Student Services Information Admissions Student Records Financial Aid College Finance Basic Student Services Processes Admissions Student Records Financial Aid College Finance Customer Service Skills FA 101 FERPA Student Conduct Code Students First! Screen Training	Basic Team Skills Basic Communication Skills Basic Conflict Management Skills	Decision Making skills Consensus Building Skills Assessing Team Performance Skills Coaching Skills Peer Evaluation Skills Problem Solving Skills	
Developmental level I (1/2) level 8, step 7 Developmental level I (full) level 8, step 8 proposed level 11 step 2 proposed level 11 step 3	ANNUAL Current 29,678 Current 30,955 Proposed 28,977 Proposed 30,223	Monthly Current 2,473.17 Current 2,579.58 Proposed 2,414.75 Proposed 2,518.58	Hourly Current 14.27 Current 14.88 Proposed 13.93 Proposed 14.53	

LANE COMMUNITY COLLEGE

Students First! Center Core Competencies and Development Plan

SKILL LEVELS	SKILL SETS			
	SERVICE SKILLS/TECH. KNOWLEDGE	TEAMWORK SKILLS		HIGH PERFORMANCE TEAM SKILLS
DEVELOPMENTAL SERICE LEVEL II COMPETENCIES LEVEL 11, STEP 4 & LEVEL 11, STEP 5	Information Technology Admissions Student Records Financial Aid College Finance Referrals Admissions Technical Team College Finance Technical Team Financial Aid technical Team Sponsored Accounts Team Student Finance Team Student Records Technical Team Support Services Student Services and College Information Admissions Student Records Financial Aid College Finance Student Services and College Processes Admissions Student Records Financial Aid College Finance Process Improvement Skills	Collaborative Problem Solving Skills Team Role Skills Meeting Facilitation Skills <u>Additional training in:</u> Communication Skills Conflict Management Skills Customer Service Skills Team Skills		Coaching Skills Decision Making Skills Consensus Building Skills Assessing Team Performance Skills <u>Additional training in:</u> Problem Solving Skills
Developmental level II (1/2) level 9, step 7 Developmental level II (full) level 9, step 8 Proposed level 11 step 4 Proposed level 11 step 5	ANNUAL Current 31,583 Current 32,942 Proposed 31,523 Proposed 32,882	Monthly Current 2631.92 Current 2745.17 Proposed 2626.92 Proposed 2740.17	Hourly Current 15.18 Current 15.84 Proposed 15.16 Proposed 15.81	

LANE COMMUNITY COLLEGE

Students First! Center Core Competencies and Development Plan

SKILL LEVELS	SKILL SETS			
	SERVICE SKILLS/TECH. KNOWLEDGE	TEAMWORK SKILLS	HIGH PERFORMANCE TEAM SKILLS	
DEVELOPMENTAL SERICE LEVEL III COMPETENCIES LEVEL 11, STEP 6 & LEVEL 11, STEP 7	Advanced Referral Skills Admissions Technical Team College Finance Technical Team Financial Aid technical Team Sponsored Accounts Team Student Finance Team Student Records Technical Team Support Services Professional Judgment Skills Special Circumstances Skills	Advanced Conflict Management Skills Training Needs Assessment Skills	Goal Setting Training Development for New Hires and Staff Train the Trainer	
Developmental level III (full) To Be Determined Developmental level III (1/2) To Be Determined Proposed level 11 step 6 Proposed level 11 step 7	ANNUAL Proposed 34,297 Proposed 35,769	Monthly Proposed 2,858.08 Proposed 2,980.75	Hourly Proposed 16.49 Proposed 17.20	

LANE COMMUNITY COLLEGE

Students First! Center
Core Competencies and Development Plan

SKILL LEVELS	SKILL SETS			
	SERVICE SKILLS/TECH. KNOWLEDGE		TEAMWORK SKILLS	HIGH PERFORMANCE TEAM SKILLS
MASTERY SERICE LEVEL LEVEL 11, STEP 8	To Be Determined		To Be Determined	Change Management Skills Introduction to Systems Thinking Results and Measurements skills To Be Determined
Level and Step To Be Determined Proposed level 11 step 8	ANNUAL Proposed 37,308	Monthly Proposed 3,109.00	Hourly Proposed 17.94	

APPENDIX I

A Memorandum of Agreement
Between
Lane Community College
and
The Lane Community College Employees Federation

October 20, 2001

It is agreed that a classified employee may extend his/her 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 15.1.1. 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 his/her 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 his/her full, regular contracted FTE. The employee on leave will accrue seniority while on leave according to his/her temporarily reduced classified FTE.

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

APPENDIX J

Memorandum of Agreement
Between
Lane Community College
and
Lane Community College Employee Federation

KLCC Development Associates Commission Rates and Compensation Agreement 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 K

Memorandum of Agreement

between

Lane Community College
and
Lane Community College Education Association
and
Lane Community College Employees Federation

Part-Time Classified / Part-Time Faculty Benefit Eligibility

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 assignment in the future term.

APPENDIX L

Memorandum of Agreement Lane Community College and

Lane Community College Employee Federation

Dues and Pay Policies

This memorandum is made and entered into by and between the Lane Community College Employees Federation, hereafter called the "Union" and the Board of Education of Lane Community College, hereinafter called the "College," and supersedes all previous agreements between the parties on the terms and provision of Article 7, Dues and Article 16, Pay Policies.

Terms and Provision of Article 7 will continue as previously agreed unless changed by specific language that follows. Changes are effective January 1, 2003.

7.1.1

The College shall deduct Union dues semi-monthly from the paychecks of those employees who request in writing that such deduction 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.

Terms and Provision of Article 16 will continue as previously agreed unless changed by specific language that follows. Changes are effective January 1, 2003.

16.1

Employees are paid on a semi-monthly payroll. Semi-monthly pay on the 10th for time worked the 16th through the 31st of the previous month and on the 25th for time worked the 1st through the 15th of the current month.

16.1.1

This section is deleted and will not apply beginning January 1, 2003.

APPENDIX M

Memorandum of Agreement On College Governance between

Lane Community College

and

Lane Community College
Employees Federation

College Governance Memorandum of Agreement

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.

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 same over the objection of the other.

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

2. Representation.

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.

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.

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.

College Council representatives will be provided up to 16 hours release time per month.

Chairs of governance councils will be provided up to 16 hours of release time per month.

The College and LCCEF will assess these rates each May.

5. Reassignment Limits.

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

6. Overtime pay.

Classified staff are expected to use this time to be released from other assignments. Over time pay will be paid only in exceptional circumstances.

7. Governance appointments and course release procedures.

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.

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.

APPENDIX N

**MEMORANDUM OF AGREEMENT
BETWEEN
LANE COMMUNITY COLLEGE (Administration)
AND
LANE COMMUNITY COLLEGE EMPLOYEES FEDERATION (Union)**

It is understood and agreed by the administration and the union that the Pay level for the classification "Interpreter for Hearing Impaired" is moved to Level "C", effective July 1, 2007.

APPENDIX O

**Memorandum of Agreement
Between Lane Community College
And
Lane Community College Employees Federation**

This MOA is 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.

APPENDIX P

Memorandum of Agreement
Between
Lane Community College Employees Federation
and
Lane Community College
Summer 2008 Work Hours – MOA/Guidelines
June 16 – August 30, 2008

The eleven (11) weeks impacted are June 16 – August 29, 2008. It is expected that all major events to be hosted by Lane during the eleven weeks referenced in this Agreement shall be properly recorded by the responsible and/or sponsoring Lane department in the R25 schedule. General guidelines for scheduling and assigning work include the following:

1. All aspects of Article 12 – Working Hours, and Article 14 – Leaves with Pay of the LCCEF contract remain in effect. Consistency with the contractual guidelines is required so managers should carefully review these contractual guidelines before discussing summer work schedules with classified employees. Managers retain scheduling and work assignment authority and rights. Flexibility is encouraged but once the hours are mutually agreed upon, scheduled or assigned, it should be expected that work hours will remain fixed and consistent for the eleven (11) weeks.
2. The “standard” work hours will be four (4) days x eight (8) hour days (Mondays – Thursdays), or four (4) days x ten (10) hour days (Mondays – Thursdays), during the eleven weeks June 15 – August 30, 2008. It is expressly acknowledged by LCCEF and the College in this MOA that a four (4) days x nine (9) hours schedule (Mondays – Thursdays) is also allowable. As part of the summer scheduling guidelines, it is acknowledged by both LCCEF and the College that nine (9) or ten (10) hour work days under this MOA are not subject to the overtime guidelines in article 12.3.1. of the LCCEF contract during the eleven weeks covered by this agreement. For the eleven weeks covered by this agreement, overtime shall apply to hours worked over ten (10) per day (except as noted in article 12.3.1 for Public Safety employees), or over forty (40) hours per work week. Generally speaking, the College will be officially closed on all Fridays from June 15, and August 30, 2008, and only those employees who are officially “assigned” by their responsible manager to work on the eleven Fridays will be authorized to report to work and enter work hours on the Fridays. The standard work week for classified employees referenced in article 12.3.1. of the LCCEF contract shall apply to summer 2008 work hours and schedule assignments. The standard work week for classified employees begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday. There will be some departments that will be exceptions to these standard work hours and standard work days during the eleven weeks of summer 2008 covered by this MOA. For example, employees in Facilities Management & Planning, Public Safety, KLCC, and other programs and departments may operate on a 4 x 10, a 4 x 9 + 4, or 5 x 8 schedules depending upon projects, program needs and staffing.
3. The “standard” business hours for campus during the eleven (11) weeks will be publicized as 8 a.m. – 5 p.m. Mondays – Thursdays, and “closed” to the public on Fridays. Employees who are assigned by their responsible manager to work on the eleven Fridays will be expected to depart work and leave the college at 12:00 noon unless the employees’ program, department and responsible manager have assigned the employee to work extended hours on the eleven Fridays. Details and expectations about securing college buildings, property and facilities on Friday afternoons will be worked out and announced before June 15, 2008. The assigned and scheduled work hours for employees may vary from the standard business hours for the college in order to accommodate full time, 40 hour work/week schedules. However, the expectation is that most work schedules will be constrained within the Monday – Thursday, between June 16 and August 29, 2008. All college locations will be treated the same concerning standard business hours including the Downtown Center, Cottage Grove, Florence and all CLCs.
4. Managers are expected to consult with their respective AVPs and VPs prior to engaging classified employees in a discussion about actual summer work hours during the eleven (11) weeks for each program, department or division.
5. The college will be officially “closed” to the public on Fridays between June 15, and August 30, 2008. Those staff assigned by their responsible manager to work on the eleven Fridays may certainly answer phones and conduct business with the public and across campus as necessary. However, there is no expectation that services such as IT Help Desk, the Library, the Bookstore, computer labs, tutoring centers, or Food Services will be open or available on the eleven Fridays.

6. Most programs, departments or divisions will entirely close on Friday during the eleven weeks when no employees are assigned and scheduled so long as the respective AVP or VP concurs with such plans. Work schedules and assignments should be worked out with individual classified and management employees consistent with the LCCEF contract and all of the above guidelines.

7. All activities and events that have been scheduled on Fridays or on Saturdays and Sundays during the eleven weeks will not be changed or impacted by the summer 2008 work schedule. Such events and activities (examples: Relay for Life, Specialized Employment Services, Rites of Passage, others) will go forward as planned and may require that college employees be assigned and scheduled on Fridays as necessary to support these functions. Efforts will be made to consolidate such events and activities to limited facilities during days and times the college is officially closed.

8. Any college employee who is present on campus on Fridays, or on Saturdays and Sundays during the eleven weeks of summer 2008, must report their presence on campus to Public Safety (x5558) just as is currently required under COPPS guidelines during hours that the college is officially closed (example: current closed hours of 11 p.m. – 6 a.m. daily).

9. Marketing and Public Relations will take responsibility for general public communication and information about the summer 2008 College business and work hours.

10. Paid leave may be used by classified employees and managers to cover for non-work days and non-work hours consistent with Article 14 – Leaves with Pay of the LCCEF contract, and the Management Working Conditions Agreement guidelines. Please review these guidelines carefully and consult with HR for any questions or clarifications. Given the unique nature of this summer 2008 schedule, and based upon the standards in the LCCEF contract and Oregon Bureau of Labor and Industry regulations, Friday, July 4, will count as a standard holiday, meaning that for 1.0 FTE employees July 4, will automatically be counted as an 8-hour paid holiday (for 1.0 FTE classified employees) regardless of the summer work schedule of that employee. Friday, July 4, will be pro-rated for less than 1.0 FTE employees as is currently the case under contract and payroll guidelines. No special time entry by employees will be required to account for holiday pay for July 4. Employees will simply enter the usual work time entry (or enter used exception/leave time) for that pay period (July 1 – 15) in ExpressLane.

11. Note: With the July 4, holiday falling on a Friday, classified employees shall be scheduled and expected to work no more than 32 actual works hours between June 30 and July 3.

12. Days and Hours in Lieu of Compensation - If such are awarded and approved for 2008/2009, days or hours in lieu of compensation (or "non-contract leave hours") may also be used by employees to remain in paid status should they not actually work the total number of hours per week related to their assigned FTE. Example: A 1.0 FTE employee actually works 32 hours in a given summer work week. This employee may apply eight (8) hours of "non-contract leave hours" in that work week via their ExpressLane time sheet to remain in paid status for the full 1.0 FTE assignment. For the eleven weeks referenced by this agreement in summer 2008, if a classified employee cannot work more than 8 hours/day because of health, medical or personal reasons, such an employee shall not be compelled or penalized for working only an either (8) hour/day schedule, and such an employee may apply accrued paid leave time or "AWOP" status in ExpressLane without disciplinary consequences during the above-noted eleven weeks if the employee is out of other sources of accrued paid leave.

13. With the exception of special scheduled events or areas/buildings in which employees are assigned work Fridays – Sundays during the eleven weeks, there should be NO expectation by employees or the public that heating, ventilation and air conditioning systems (HVAC) will be operating on Fridays, Saturdays or Sundays during the eleven (11) weeks from June 15 – August 30, 2008.

14. Ten Hour Work Days: The College will again support the collaborative approach taken to ten hour work days that was first implemented in summer 2005. A minimum total 10 & ½ hour "scheduled" day is required to accomplish a paid ten hour work day. This 10 & ½ hours could include a one hour (60 minute) meal break, for which ½ hour is non-paid and ½ hour is paid. In addition, two, fifteen (15) minute paid work breaks are REQUIRED under the LCCEF contract. These two work breaks are also required under federal Fair Labor Standards Act (FLSA) guidelines. Employees could work 4 days x ten (10) hours using such schedules and accomplish a forty (40) hour work week. An example of an acceptable 10 & ½ hour work day is:

7:30 a.m. – 6:00 p.m. with an hour lunch/meal break; in this example, ½ hour of the 60-minute meal break is paid and ½ hour in non-paid.

15. Meal and Work Breaks Cannot be “Skipped” or Combined to Shorten the 8, 9 or 10 hour Work Days! Doing so violates the LCCEF contract and BOLI/FLSA guidelines! It is forbidden to skip meal and work breaks or to “combine” such breaks to shorten the work day. Such violations may subject the employee and/or their manager to discipline.

Please contact Dennis Carr in Human Resources (463-5585) or LCCEF President Bob Baldwin (463-5574) if you have any questions concerning this MOA and these guidelines for establishing employee work schedules during the eleven weeks of summer 2008 (June 15 – Aug. 30, 2008).

APPENDIX Q

Memorandum of Agreement
Between
Lane Community College
And
Lane Community College Employees Federation

Separation Notification Incentives

One-time-only payment or monthly stipend totaling no more than \$2,400 shall be paid in exchange for written and binding separation notification by or before February 2, 2007, with a minimum of three months notice of the effective separation date.

Separation notification stipend or one-time-only payment fixed at \$2,400 per C1 or C2 (.50 - 1.0 FTE) classified bargaining unit member.

Notice to the College by or before February 2, 2007, for voluntary separations planned by or before September 30, 2008. Stipend to be provided in equal payments from the February 25, 2007, payday and by or before the last payday before separation or, a one-time payment of the total \$2,400 amount to be paid on a date in Spring term 2007, prior to the effective date of separation.

Limited to C1 and C2 classified employees (.50 - 1.0 FTE) with five (5) years or more experience/seniority (effective end of spring term 2007) at Lane Community College.

Post-separation access for up to 18 months to the Lane Health Clinic for the classified employee and up to one eligible dependent (18 years or older) if the dependent is eligible to be enrolled on the College's health insurance plan.

Classified employees electing to provide separation notification by the effective date and then subsequently experiencing significant economic or personal hardship may request the withdrawal of their separation notification. "Significant economic or personal hardship" is limited to documented loss of employment by the employee's spouse or partner, divorce, and/or medically documented significant illness, injury or disability, or other comparable experience. Requests to withdraw notice of separation must be made in writing to the Executive Director for Human Resources. Such requests must be made at least 90 calendar days prior to the separation date, and will not be considered if the position has been filled by a new or replacement classified employee. Such withdrawals of separation notice, if accepted and approved, shall require repayment of any Separation Notification Incentives.

The separation notification incentives referenced above are effective from the date of ratification by LCCEF for all separation notifications provided to the College through the end of the work day on Friday February 2, 2007.

College agrees to mail notice of this offer to all eligible classified employees within fourteen (14) calendar days of final agreement between the college and the Federation.

APPENDIX R

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

Job Security: This is a Memorandum of Agreement between Lane Community College Employees Federation (Union) and Lane Community College (College) confirming "Job Security" for C-1 and C-2 Classified Employees (assigned .500 – 1.0 FTE) who have completed initial probationary trial service by or before May 2, 2008. This "job security" MOA confirms that there shall be no involuntary lay-offs under Article 11.4 of the LCCEF Main Agreement that impact C-1 and C-2 Classified Employees (assigned at .500 – 1.0 FTE) who have completed initial probationary trial service under article 11.2.3 of the LCCEF contract by or before May 2, 2008, except those employees noted in item #1 below.

1. The Union and the College mutually agree that this Job Security MOA shall not apply to prevent involuntary lay-offs from impacting current employees who have completed probationary trial service prior to May 2, 2008, in a number of grant-funded assignments. The Union and the College agree to complete a comprehensive assessment concerning specifically which employees are not included in the job security provisions of this agreement because of the grant-funded nature of their assignment, and produce a final comprehensive list of such grant-funded assignments and employees who are not protected by this job security agreement, by or before final ratification of the Main Agreement by the Union and Lane Community College Board of Education in June, 2008.
2. A copy of the current LCCEF bargaining unit list for all employees in C-1 and C-2 job assignments (.500 – 1.0 FTE) as of May 2, 2008, is attached to this MOA. This shall be the list of C-1 and C-2 LCCEF bargaining unit employees used to finalize the assessment between the Union and the College concerning specifically which employees are in grant-funded assignments that are NOT included in the job security MOA, and therefore are not protected against involuntary reductions and lay-offs as defined by article 11.4 of the Main Agreement. All C-1 and C-2 employees who are not specifically exempted from job security protection because of grant-funded status shall be considered covered by this job security MOA. Those bargaining unit members not covered by the terms of this MOA shall have all other lay-off rights as specified in the Collective Bargaining Agreement.
3. For all C-1 and C-2 members of the LCCEF bargaining unit (assigned at .500 – 1.0 FTE) who are protected by this job security MOA, the Union and College mutually agree that all such identified LCCEF bargaining unit members shall be exempt from involuntary reductions and lay-offs under article 11.4 of the LCCEF Collective Bargaining Agreement. This "job security" and no lay-off protection for such identified LCCEF bargaining unit members shall be effective upon signature of this MOA and extend until June 30, 2015.

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