

LCCEA proposed revisions
to extensions of current
CBA 3/29/16

Dental Hygiene - proposal coming
Additional possible proposals
Art. 25.9 - proposal coming

New proposals or language

Look for "bold" print or
where "bold" or "new"
are written.

Association Proposal – 3/29/2016

ARTICLE 2 - EFFECTIVE DATES & IMPLEMENTATION

2.1 Effective Date.. Except as hereinafter provided, this Agreement shall become effective on July 1, ~~2013~~ **2016** or the date of ratification by the employees and the employer, whichever is later, and shall continue in effect through June 30, ~~2016~~ **2018**. **The passage of the Better Oregon Ballot Measure shall result in an immediate Reopener of this Agreement for the purpose of improving educational quality and related matters.**

2.2 **Renewal of Agreement.** This Agreement shall be automatically renewed from year to year unless the College or the Association gives written notice to the other after January 1 and not later than February 1 prior to the expiration date of its desire to modify the Agreement for a successive term or to terminate the Agreement.

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ARTICLE 9 - CALENDAR

9.1 **Work Year.** Employees contracted to work a three (3) term year shall work one hundred seventy days as scheduled by the College. The 470 ~~172~~-days include 165 instructional days, and ~~five (5)~~ **seven (7)** non-instructional days. *(The contracted faculty salary schedule shall be increased commensurate with the number of increased work days.)*

9.1.1 The work year shall consist of Fall, Winter, and Spring terms unless agreed to by the individual faculty member, the Association, and the College.

9.1.2 Summer term may include assignments of varying lengths as scheduled by the College that total the faculty member's usual credit assignment for a term, are consistent with Article 35 and college workload practices, and are agreed to by the individual faculty member, the Association and the College.

9.2 Non-instructional Days

9.2.1 **Non-instructional Days - Contracted.** Five non-instructional days may be scheduled by the College for contracted faculty prior to the beginning of classes each fall term. ~~Three~~ **Five** of the non-instructional days shall be assigned for Fall in-service activities as described in Article 9.3. The remaining two non-instructional days that fall outside of fall in-service may be scheduled and assigned by mutual agreement of the faculty member and her/his manager. In addition to these five non-instructional days, one (1) day of in-service shall be scheduled during the Winter or Spring term.

9.2.2 **Non-instructional Days - Part-time.** Each part-time faculty member shall be compensated for attendance of a maximum of twenty four (24) hours of college-wide in-service scheduled activities every academic year. Part-time faculty will be compensated at their hourly rate for all hours attended.

9.2.2.1 Up to a maximum of ~~sixteen (16)~~ **thirty two (32)** hours of in-service attendance for part-time faculty members shall be compensated each year prior to or during the fall term if the employee works as a member of the bargaining unit during fall term. These hours will typically be scheduled prior to and contiguous with fall term. The primary purpose of these hours is for in-service attendance. Part-time faculty members not utilizing all ~~sixteen (16)~~ **thirty two (32)** hours during in-service may use any and all remaining hours for meeting attendance and/or on

campus workshops and trainings prior to the end of the next Spring term. Faculty members shall report such activities via their electronic time sheet.

9.2.2.2 Up to an additional eight (8) hours of in-service attendance for part-time faculty members shall be compensated by the College each year for part-time faculty in either the winter or spring terms if the employee works as a bargaining unit member during the term the in-service is held. This additional time for part-time faculty in-service shall be scheduled for a college-wide activity or event and is not available for a discretionary assignment. The primary purpose of these hours is for in-service attendance. Part-time faculty members not utilizing all eight (8) hours during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings any time during the current academic year. Faculty members shall report such activities via their electronic time sheet.

9.2.2.3 Whenever part-time faculty are scheduled by a college department or division manager for in-service activities that are not related to college-wide functions, such part-time faculty shall be compensated at their hourly rate of compensation.

9.2.2.4 When scheduling in-service hours for part-time employees, the College shall be considerate of the employee's obligations not related to his or her Lane Community College assignment.

9.3 **Fall In-service.** Fall in-service shall be held on the **Monday, Tuesday, Wednesday, Thursday, and Friday** immediately prior to the first week of classes in fall term. ***Tuesday may be scheduled for professional development activities as mutually agreed by the College and Association.*** Wednesday morning may be scheduled by departments/divisions for faculty meetings; Wednesday afternoon may be scheduled for faculty sabbatical reports. Thursday morning may be scheduled by the College for the President to meet with the faculty. Thursday afternoon may be scheduled by the Association for an All Faculty Meeting; no other faculty events may be scheduled during the All Faculty meeting. **Monday and Friday shall be a class prep days;** no other required activities may be scheduled for faculty members on class prep days.

- 9.4 **Faculty Connections.** Faculty Connections is a faculty-organized orientation of new faculty members. Faculty Connections shall be held ~~the Monday and Tuesday~~ immediately prior to Fall in-service.
- 9.5 **Calendar Preparation.** The scheduled work year shall include those holidays recognized as paid holidays by the College that fall within the teaching calendar. A copy of the proposed calendar will be sent to the Association for its review and recommendations prior to its official adoption by the Board.
- 9.6 **Recognized Paid Holidays Listed.** The following holidays will be recognized by the College as paid holidays if the employee's contract incorporates such days so that he/she is required to work the last day preceding and the first day following the holidays, excluding weekends: Veterans' Day; Thanksgiving Day, and the following Friday; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; New Year's Day; 4th of July; Labor Day; Christmas Eve; Christmas Day; and the day following Christmas. When Christmas falls on Wednesday, the following two (2) days are observed as holidays instead of the last working day before and the first working day after Christmas day.
- 9.7 **Calendar Modification.** If during the term of this Agreement, the College proposes an academic calendar that does not provide vacation periods of: a) two (2) weeks between fall and winter; b) one (1) week between winter and spring; and c) one (1) week between spring and summer, then such proposal shall be subject to negotiations upon request by the Association.

Association Proposal – 3/29/2016

ARTICLE 10 - RETRENCHMENT

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10.7.4 **Faculty FTE.** Contracted faculty FTE shall not comprise less than 60% of total faculty FTE for 2016-2017. Each subsequent year this percentage point~~s~~ shall increase by at least 2% until it reaches 76%.

"Strong
Interest"

Current %?

ARTICLE 11 - ASSOCIATION MATTERS

- 11.1 **Bargaining Unit Roster.** Within four (4) weeks of the commencement of each fall, winter, spring, and summer term, the College shall e-mail the Association a list of all active members of the bargaining unit that includes their name, department, division, mailing address, **home and cell phone numbers, PERS tier / OPSRP status, birth month/year, date entering bargaining unit, program assignment**, position number, whether the assignment is permanent or temporary, employee identification number, salary level, salary step, insurance option, employee classification, and the percent of full time which they are to be employed for that quarter as reflected in the programmed database.
- 11.2 **Office Space.** An office on campus shall be available to the Association, including private phone, e-mail and internet access. No changes will be made to Association office provisions without notice and an opportunity to discuss and plan agreeable alternatives. The Association will reimburse minimum phone service fees.
- 11.3 **Association Leave.** Up to a total of eight (8) working days may be provided to members of the unit for the transacting of Association business. Determination of to whom the days are assigned shall be in control of the Association president. Such leave shall not be taken for purposes of local union governance. Substitute replacements required for grievance processing will be provided by the College on a case by case basis.
- 11.4 **Release Time for President, Negotiations Chair, Grievance Chair.** The Association president, negotiations chair and grievance chair shall be given released time under the following provisions:
- 11.4.1 Upon request, the Association president, negotiations chair and grievance chair shall be granted an Association paid leave of absence from his/her normal faculty duties for the purpose of fulfilling the responsibilities of their Association office.
- 11.4.2 This leave may be in any amount up to ~~five~~ **one hundred** percent (~~5~~**100**%) for the president; fifty percent (50%) **or two courses, whichever is greater**, for the negotiations chair during contract negotiations; and twenty-five percent (25%) of ~~one~~ **each** term each year for the grievance chair, except that the amount of the remaining regular faculty assignment must fit a logical assignment of work by the College. For example, a one or two class release would be acceptable, but a 1-1/2 class release might not since the College normally cannot reasonably assign fractions of classes.

11.4.3 In consideration of this leave, the Association will reimburse the College according to the following formula: The replacement cost, or if the replacement involves faculty at the contracted rate, replacement of that portion of the replacement at the Step 7 salary. Payment shall be made not later than May 1. Replacement cost is defined for this article as salary plus the OPE rate.

11.5 **Release Time for Other Association Work.** Release time requests initiated by the Association beyond that specified in the above Article shall be granted according to the following provisions:

11.5.1 Upon request by the Association president, release time shall be granted an Association member from his/her normal faculty duties for the purpose of fulfilling Association responsibilities designated by the Association president, provided there is timely arrangement for adequate course coverage as determined by accepted department/division procedures.

~~11.5.2 This leave and the leave in Article 11.4 may not exceed fifty percent (50%) for any employee unless the Association and College agree to an exception.~~

11.5.3 In consideration of this leave, the Association will reimburse the College according to the following formula: The replacement cost, or if the replacement involves faculty at the contracted rate, replacement of that portion of the replacement at the Step 7 salary. Payment shall be made not later than May 1.

11.6 **Release Time to Represent the Association in Joint Association-Administration Efforts.** The College and Association, by the mutual consent of the Instructional vice-president(s) and the Association president, may establish joint Association-management structures (committees, project teams, task forces, councils, etc.) with work requirements for Association representatives that necessitate release time or credit-based assignment time.

11.6.1 Upon request of the Association president, Association representatives shall be granted a paid leave of absence from their normal faculty duties for the purpose of fulfilling the responsibilities of Association representative in established joint structures described in Section 11.6, unless a qualified person cannot be found to replace the Association representative on leave.

- 11.7 **Release Time for Association Business.** In the event release time is not appropriate for assignments in this Article, upon request of the Association president, Association representatives shall be granted an equivalent paid credit-based assignment for the purpose of fulfilling such responsibilities, providing appointments of part-time faculty requiring a temporary contracted position shall be made in accordance with Article 25.2. The Association will reimburse the College for actual costs, as defined in Article 11.4.3.
- 11.7.1 **Association Overloads.** Faculty overloads resulting from Association appointments that provide release time but which is not taken by the faculty member will, provided Association approval consistent with Articles 11.4, 11.5, 11.6, and 11.7, be compensated as overloads under the provisions of Articles 26.2.3, 26.3.3, and 32.4. The Association will reimburse the college the direct costs of the overloads, including salary and direct OPE.
- 11.8 **Nondiscrimination.** Faculty on leaves for Association business as defined in this Article will accrue college seniority and retain claims to job assignments in appropriate RIF unit(s) as if the leave had not occurred. A faculty member's eligibility for leaves, curriculum development, professional development, and other support and professional opportunities will not be negatively impacted due to leaves or credit-based assignments allowed in this Article.
- 11.9 **Communication.** Access to college resources for the purpose of communication by the Association includes use of college print shop, intercampus mail, e-mail, provision of a physical bulletin board space in a public location, links from the LCC website to the Association website, and use of college servers for the Association website.
- 11.10 **Meetings.** The Association may schedule all-faculty meetings anytime on campus property through normal scheduling procedures. Faculty attendance at these meetings shall be voluntary. The Association shall choose the time for its all-faculty meeting during the fall in-service, subsequent to and consistent with the college president's choice of time for his/her address to faculty. No other events for faculty may be scheduled during the Association's fall in-service all-faculty meeting.
- 11.11 **Information Requests.** Upon written request by the Association, the College shall, in a timely manner, provide information for the purposes of grievance investigation, bargaining, or within the domain of the Public Records Law (ORS 192.420). Such written requests will be simultaneously submitted to the college labor relations representative, Human Resources Department, and to the person/department believed

to have direct access to the information. The Association will receive notice of receipt of the request within five (5) working days, and an Association representative will be available to answer questions about the scope of the request during those five (5) working days. The provider shall provide an account of difficulties in providing the information if the time needed is expected to exceed the following guidelines: Five (5) working days from receipt of the request for information currently residing in departmental databases; Twenty (20) working days for information that requires original research or extensive calculation/correlation.

- 11.12 **Faculty E-mail Distribution List.** The College's e-mail distribution list for faculty shall be reviewed each term by the Association. The Association shall submit a timely request and the College shall purge all non-faculty members from the official college faculty email distribution list. All new faculty members shall be added to the list by the College within 30 days of hire.

ARTICLE 13 - EVALUATIONS

- 13.1 **Evaluation Types and Source of Initiation.** There shall be three (3) types of substantive evaluations of faculty. The primary type will be the Developmental Evaluation for contracted faculty, which will be initiated by time of service. Part-time faculty will be evaluated using multiple indices (see Article 13.3.3), or through a self-initiated developmental evaluation (see Article 13.4.2). Corrective Evaluations under Article 37 for contracted faculty members and a "Corrective Opportunity" under Article 34.5.6.2 for part-time faculty members shall be initiated in response to indications of inadequate performance requiring significant intervention.
- 13.2 **Purpose.** The purposes of the evaluation process at Lane Community College are:
- 13.2.1 To ensure quality in the teaching and learning environment and enhance student learning.
 - 13.2.2 To support each individual's growth and development.
 - 13.2.3 To support periodic assessment, reflection and mindful development by faculty of their professional service.
 - 13.2.4 To support the continuous improvement of in-service programs and faculty professional development programs.
 - 13.2.5 To support faculty creativity, experimentation and risk-taking.
 - 13.2.6 To support alignment of performance with new needs of the discipline and department/division, and promote departmental/divisional clarity of purpose.
 - 13.2.7 To identify and overcome poor performance and to provide a basis for decisions regarding retention.
 - 13.2.8 *To support each individual's growth and development as it pertains to diversity education.*
- 13.3 **Principles.** The principles of the evaluation procedures at Lane Community College include:
- 13.3.1 The College is accountable for the evaluation of performance of faculty members and to provide reasonable resources for the professional development of faculty on a continuing basis, which

shall be accomplished through the collaborative efforts of faculty and administration.

13.3.2 Every contracted faculty member, and her/his manager shall participate in a Developmental Evaluation as outlined in Article 13.4 at least every fifth (5th) year.

13.3.3 Multiple indices shall be utilized, both in terms of sources of information and activities evaluated, and may include teaching, scholarly performance and/or research, and service to the profession, college and community. Multiple indices for part-time faculty shall minimally include management observations, student evaluations, and self-evaluation. Additional indices may be added by mutual agreement between part-time faculty and management.

13.3.4 The administration shall have access to all primary or raw data developed according to the evaluation plan.

13.3.5 Faculty participation in evaluation is critical to bringing subject matter and pedagogical knowledge substantively into the assessment process. At the discretion of the employee being evaluated, a team may be used to help in the Developmental Evaluation process. The extent of use of peer evaluation shall be by mutual agreement of the faculty members involved.

13.3.6 Where deficiencies in a faculty member's performance are identified, the faculty member is responsible for correcting the deficiencies, and the College will provide reasonable development opportunities and resources.

13.3.7 Corrective Evaluations (Article 37) and Corrective Opportunities (Article 34.5.6.2) shall not be initiated as a disciplinary step, and any disciplinary action flowing from them will be conducted within just cause principles and will result solely from failure to meet improvement plans and objectives.

13.4 **Developmental Evaluation.** Developmental Evaluations shall be used to provide a structured and supported opportunity for faculty as provided below to periodically take stock of accomplishments, reflect on current and future directions, and connect those directions with the challenges facing the discipline and department/division. The experience within this type of evaluation is intended to be purely developmental and result in a development plan.

- 13.4.1 **Initiation - Contracted Faculty Members.** A Developmental Evaluation for contracted faculty members is time triggered (see Article 13.6). For contracted faculty members, the schedule for the evaluation shall take place within two (2) terms and shall be established as early as possible and mutually agreed to by the faculty member and the appropriate manager(s). Probationary employees will participate in a Developmental Evaluation with the faculty member's departmental/division chair/manager or immediate supervisor each year of their probationary period. The Developmental Evaluation for probationary employees shall be initiated by the faculty member's departmental/division chair/manager during the fall term of each year.
- 13.4.2 **Initiation – Part-time Faculty Members.** Part-time faculty may initiate a Developmental Evaluation consistent with Article 13.4.3.1 at any time for their own professional development, except that Developmental Evaluations for Part-time faculty do not require management involvement.
- 13.4.3 **Developmental Evaluation Procedures.** The Developmental Evaluation for permanent contracted faculty will be conducted consistent with the following:
- 13.4.3.1 Developmental evaluations for faculty are the professional responsibility of faculty member to initiate. The Developmental Evaluation shall be carried out by an evaluation team composed of the employee being evaluated, the department/division chair/manager, and if desired by the faculty member, other staff chosen by the faculty member, subject to reasonable ability of the group to do its work. The department/division chair/manager may recommend to the faculty member other staff to be part of the evaluation team. It is recommended that all members of developmental evaluation teams have content or discipline expertise.
- 13.4.3.2 The evaluation team shall meet in a planning conference to discuss the scope of the Developmental Evaluation, the kinds and sources of data that will be necessary to conduct the evaluation and the manner by which the data are to be collected and analyzed. The department/division manager shall ensure that this work is accomplished and the results of this conference are reduced to writing and a

copy provided the employee. At the request of the employee, a copy will be provided to the Association.

13.4.3.3 An evaluation conference of the evaluation team and the employee's manager shall be held to clarify any questions concerning the data, to clarify developmental issues, to make developmental recommendations, to identify sources of support, and to identify and discuss any constraints faced by the employee and to suggest ways to remove such constraints. The department/division manager shall ensure the evaluation conference takes place and the results of the evaluation conference are a development plan and a summary, which shall be reduced to writing.

13.4.3.4 The employee shall be provided a written copy of the results of the evaluation conference and shall be afforded the reasonable opportunity to provide an addendum in writing, which will be attached. The summary of the evaluation conference, including addenda to the summary, shall be placed in the employee's personnel file.

13.5 **Separation.** The Developmental Evaluation is intended to be separate from the corrective and disciplinary processes. The specific Corrective Evaluation process for contracted faculty members is defined in Article 37 and the specific Corrective Opportunity process for part-time faculty members is defined in Article 34.5.6.2. While complete separation of the developmental and corrective processes is not possible, effective separation is achieved by the following:

13.5.1 While the Developmental Evaluation serves as a source of performance data, the College shall ensure that the primary source of performance data will be regular, ongoing performance indicators.

13.5.2 If performance problems requiring significant intervention are indicated by data developed specifically for Developmental Evaluations, this data may only be used by the College to initiate further development of data on those performance problems. In the instance that there are indications of significant performance problems that corroborate a performance difficulty the performance problem may be a) dealt with in the developmental plan of the Developmental Evaluation which is solely developmental or b) be dealt with in a Corrective

Evaluation or Corrective Opportunity process within the principles and procedures as outlined in Article 37.2 and Article 34.5.6.2 respectively.

13.5.3 In no case will the same performance issue be dealt with concurrently in a Developmental Evaluation process, Corrective Evaluation process or a process involving disciplinary action.

13.5.4 Discipline may not result from the level of completion of elements of a developmental plan coming from a Developmental Evaluation.

13.6 **Frequency of Evaluations.** Probationary faculty shall participate in a Developmental Evaluation every year of their probation. Contracted faculty shall participate in a Developmental Evaluation at least once every five years. Part-time faculty shall participate in an evaluation using multiple indices or a self-initiated developmental evaluation their first term, the term before they earn part-time seniority, and every fifth year after that.

13.7 **Use of Peer Evaluation and Teaching/Professional Development Portfolios.** Peer evaluation of employees and teaching/professional development portfolios can be key inputs to developmental planning. A faculty member has the discretion over the scope of use of peer evaluation and material in teaching/professional development portfolios in the evaluation process, but data provided within this scope shall be accessible by request to the College. Peers have the discretion over being part of peer evaluation. Data and conclusions derived from peer evaluation initiated by the employee separately from the evaluation process may be introduced into it only at the discretion of the employee.

13.8 **Use of Regular Student Evaluations.** The regular student evaluations of classes may be used in evaluations of faculty provided:

- a. The evaluation instrument was properly used;
- b. The faculty member received copies of the complete results of the evaluation within a month of the end of the course in which the evaluation was solicited;
- c. ***At least 60% of enrolled students completed the evaluations unless requested by the individual faculty member;***
- d. Any concerns raised by the evaluation results were given in writing to the faculty member within a month of the end of the course for which it was given;
- e. Alternative explanations for the concerns raised through student evaluations will be solicited from the faculty member in writing and the responsible department/division chair/manager will respond

with a written assessment of the possible alternative explanations for the concerns; and

- f. Anomalous results were discounted.

- 13.9 **Probationary Employees.** A decision to not renew a probationary employee shall be made in accordance with Article 25, Employment Status, Section 25.4, Non-renewal. After completion of their second year, probationary employees may not be recommended for non-retention based on performance without receiving a Corrective Evaluation (notice of non-renewal due by February 15 of the second year, see Article 25.4). Further, probationary employees may not be non-renewed during a Corrective Evaluation and the period of any subsequent improvement plan.
- 13.10 **Evaluation Handbook.** The Lane Community College faculty Developmental Evaluation and Corrective Evaluation processes are the product of a collaborative faculty/administration effort. It is in the joint collegial interest of both the faculty and administration to develop and maintain the highest reasonable evaluation standard, which will result from the continuing collaboration of both parties in the ongoing evolution of the evaluation and developmental standards and processes. Therefore, the College and the Association have produced an Evaluation Handbook, which is limited to clarifying statements of the evaluation process, forms, checklists, and instructions. The College and Association will regularly review this Handbook and solicit suggestions for its improvement. Any proposed changes to the Handbook will be submitted to the Association and College labor relations representative for timely review for conformance with collectively bargained Agreements. ***The College and Association will review and consider revisions to the evaluation handbook, if any, to reflect the addition of 13.2.8 by April 1, 2017.***

ARTICLE 23 - PROFESSIONAL DEVELOPMENT AND ACADEMIC SCHOLARSHIP

- 23.1 **Definition.** Professional development provides means for faculty to: a) accommodate changes in disciplines, technology, pedagogy, and expectations of students, faculty and the community; b) contribute to their profession; c) collaborate with other faculty and the community; and d) increase their capacity to professionally grow and teach.
- 23.2 **Funding.** The Faculty Professional Development Fund shall be funded annually based on the Total Budget Direct Salary (contracted **and part-time**) in the approved budget each June. This rate shall be 2.35%.
- 23.3 **Committee and Subcommittees.** The Faculty Professional Development Committee shall consist of a minimum of eight (8) members representing diverse faculty interests, and appointed by the Association. In addition, a vice president for Instruction or designee shall serve as an ex-officio member without voting rights.
- There will be a standing subcommittee to administer short-term leave funds and a standing subcommittee to administer long-term paid sabbatical leaves. Subcommittees will appoint their own chairs who also serve as members of the Faculty Professional Development Committee. The Faculty Professional Development Committee may create additional subcommittees.
- 23.4 **Rules.** The committee and subcommittees shall develop rules and procedures as they deem appropriate, including an appeals process ending with the Association's Executive Board.
- 23.5 **Faculty Professional Development Coordinator.** A contracted faculty member shall be designated to coordinate faculty professional development activities and chair the Faculty Professional Development Committee. The committee will advertise in-house and select the coordinator, subject to the approval by the Instructional vice president or designee and the Association. The appointment will be for a term of two (2) years. The coordinator's seniority will continue to accrue in his/her regular faculty position. Funding of this position at .2 and up to .5 FTE, as determined by the Association Executive Board, through replacement costs, shall be by the General Faculty Professional Development Fund.
- 23.6 **Budget Process and Transfer of Funds.** The Coordinator will develop an annual budget, in conjunction with the Faculty Professional Development Committee, which shall be approved by Association Executive Board. The coordinator may transfer general professional

development funds into the short-term and/or long-term leave accounts with consensus of the committee and subcommittee chairs.

- 23.7 **Carry Over.** Professional development funds not spent during a fiscal year will be carried over to the following fiscal year and added to the General Faculty Professional Development Fund amount designated in Section 23.2.

23.8 **Long-Term Leaves**

- 23.8.1 **Purpose.** To provide faculty with professional development leave of one (1) or more academic terms that will better fit the employee for service to Lane Community College.

- 23.8.2 **Eligibility.** A contracted employee will be eligible to apply for professional development leave of up to one (1) term after completion of two (2) years of service, two (2) terms after four (4) years, and three (3) terms after six (6) years. After a leave has commenced, a new eligibility period, as defined above, must be completed before the employee becomes eligible to apply for another leave.

- 23.8.3 **Application for Leave.** The Long-Term Leave Subcommittee shall determine the deadline(s) for application and the numbers of leaves to be awarded following each deadline. Applicants must be informed by the committee within one (1) month of the application deadline regarding the disposition of their applications. The application for leave shall contain a statement of the plan for activities to be undertaken. Each application may include an impact statement from the department chair. Application is made to the Faculty Professional Development Committee.

- 23.8.4 **Compensation.** While on leave, an employee shall receive seventy-five percent (75%) of salary if on a three (3) term leave, eighty-seven percent (87%) of salary if on a two (2) term leave, and one hundred percent (100%) of salary if on a one (1) term leave.

- 23.8.5 **Insurance/Step Eligibility.** Insurance benefits shall continue during the leave. The leave shall not be construed as a break in service for any purpose, and the employee shall be returned to the position formerly occupied if that position is still funded. Upon return from leave, the member shall be eligible for a salary step increase for the year of leave pending satisfactory review

of the completed program by the Faculty Professional Development Committee.

23.8.6 Subcommittee. The Long-Term Leave Subcommittee shall consist of five (5) members. The members shall be appointed annually by the Association. In addition, a vice president for Instruction or designee shall serve as an ex-officio member without voting rights. The committee shall develop specific application procedures and criteria for approval. The acceptability of proposals for professional development leave will be determined by the Long-Term Leave Subcommittee.

23.8.7 Rules. The following rules will apply:

23.8.7.1 As a general rule, not more than two (2) leaves per department/division may be granted for any one (1) term. When more than one (1) acceptable application in a department/division is made, precedence is given by order of greater number of years served since the last long-term leave granted, or if no leave was granted, the number of years of service.

23.8.7.2 In the application for leave, each member agrees to return to Lane Community College upon the completion of the leave for a period of one (1) term's service for each term of leave. The College shall be reimbursed by the employee for replacement costs incurred, including salary and OPE, for such leave if the employee does not return as agreed. Upon reimbursement, the College shall reimburse the Faculty Professional Development Fund for the replacement costs for such leave. This provision shall not be enforceable if an employee is laid off while on leave and does not return to Lane Community College.

23.8.7.3 Upon completion of leave, the faculty member will submit a report of the accomplishments and benefits resulting from the leave. Copies of this report shall be filed with the Long-Term Leave Subcommittee and the appropriate vice president.

23.8.8 Number of Leaves. The Long-Term Leave Subcommittee will grant at least nine (9) terms of professional development leave each year of the Agreement. In the event the year's minimum

number of leaves is not granted, the number below the minimum will be added to the minimum the following year.

23.8.8.1 In the event that the budgeted funds do not meet the need for paid sabbatical leaves, the Faculty Professional Development Committee may appeal to the College for additional funds.

23.8.9 **Charges.** For long-term leaves, the fund shall be charged the part-time replacement costs, including salary and OPE, of the leave. Other costs, if any, directly associated with the approved leave shall be charged to the general professional development fund.

23.9 Short-Term Leaves

23.9.1 **Definition of Activities.** Short-term professional development activities are off campus and usually of less than one (1) term. Short-term activities may include professional conferences, workshops, visitations, or other activities which will benefit the employee and the College.

23.9.2 **Funds Available.** The Faculty Professional Development Committee shall provide a fund each year which will be administered by the Short-Term Leave Subcommittee. ***The Faculty Professional Development Committee shall provide an additional, separate fund for the purpose of short-term leave with a focus on diversity education.***

23.9.3 **Subcommittee.** The Short-Term Leave Subcommittee shall consist of five (5) members. The members shall be appointed annually by the Association. In addition, a vice president for Instruction or designee shall serve as an ex-officio member without voting rights. The committee shall develop specific application procedures and criteria for approval. The acceptability of proposals for professional development leave will be determined by the Short-Term Leave Subcommittee.

23.9.4 **Personnel Costs.** Personnel costs charged against the fund shall be limited to salary costs including OPE, if any, of the substitute.

23.9.5 **Eligible Expenses.** Short-term professional development funds may be used for transportation costs, expenses, tuition, and fees. Expenses shall be charged to the fiscal year fund in which the activity occurs.

- 23.9.6 **Compensation.** Faculty requests shall be granted without reduction in salary and benefits.
- 23.9.7 **Laid-off Employee Eligibility.** Employees who have received a layoff notice shall be eligible to apply for short-term leaves.
- 23.9.8 **Employee Obligation.** Employees that have been granted short-term leave funds shall not be required to return to employment at Lane Community College.
- 23.9.9 **Priority.** Each employee shall be eligible to be granted one (1) request per term *from each of the two short-term leave funds*. However, the Short-Term Leave Subcommittee will develop a priority system that will give preference to employees who have never received funds.
- 23.9.10 **Notification.** The Faculty Professional Development Coordinator will notify the applicant in writing whether their request has been approved or denied prior to the commencement of the activity.
- 23.9.11 **Carry Over.** Any remaining short-term professional development funds not spent during the current fiscal year will be carried over to the following fiscal year and added to the amount provided in Section 23.9.2.
- 23.10 **Discipline Contact.** The Faculty Professional Development Committee, directly or through a subcommittee, shall administer funds made available to support faculty in disciplines in the college to maintain contact with the current thinking about teaching in the discipline. A report of the extent of these funds shall be provided annually to the College and the Association.
- 23.11 **New Faculty Orientation.** The Faculty Professional Development Committee, directly or through a subcommittee, shall administer funds for and oversee the Faculty Connections program to orient and integrate new faculty into the college.
- 23.12 **Developmental Evaluation Support.** The Faculty Professional Development Committee, through its coordinator or designee(s), shall work with Developmental Evaluation teams, upon the latter's request, to help identify professional development support opportunities and to develop and maintain files on existing professional development resources for this purpose.

23.13 **Faculty Academic Scholarship.** The Faculty Professional Development Committee, through its coordinator or designee(s), shall support structures of faculty scholarship as agreed by the College and Association. The Faculty Professional Development Fund may be utilized to provide funding for such activities.

23.14 **New Instructor Course Release.** Contracted ~~full time (1.0 FTE)~~ instructors new to Lane ***or assigned to a new program, department, division, or discipline or part-time faculty hired as contracted faculty members for the first time at Lane,*** shall be released one course during the first year of employment (not to exceed .089 FTE/year). The Faculty Professional Development fund and the Office of Instruction and Student Services shall equally share the part-time replacement costs.

23.15 **Curriculum Development Rate**

23.15.1 The curriculum development hourly rate shall be ~~\$30.00~~
\$32.27.

23.15.2 The curriculum development rate may only be used for curriculum development and special curriculum-related project work. The curriculum development rate may not be used for any activities that constitute regular faculty instructional and non-instructional work. Regular faculty work includes but is not limited to backfill for contracted faculty members, instruction, counseling, office hours, or non-curriculum development meetings. All faculty members must be paid at the appropriate rate from the part-time or contracted salary schedules for such work. Curriculum development is voluntary work.

23.15.3 Examples of special curriculum-related project work include: learning community development, new course development or course revision for inclusion in Honor's Program, new course development as required by articulation agreements, developmental education redesign, and Degree Qualifications Profile curricular work. Examples of work that are not considered special curriculum-related project work include regular faculty work including backfill for contracted faculty members, teaching workshops, serving on a committee (e.g. Sustainability committee), program coordination (e.g. Learning Communities or Honor's Program), and collaboration in the development of articulation agreements.

23.16 Administration Support. The Association and College agree that:

- 23.16.1 In 2003, the Association and College agreed that the Faculty Professional Development (FPD) budget would provide one-half (50%) of the costs of the provision of administrative support to the Faculty Professional Development program. Prior to this time, the College was fully responsible for providing, and paying the costs of, administrative support for the FPD program.
- 23.16.2 The Association and College renew their agreement that the Faculty Professional Development budget shall provide one-half (50%) of the costs of the provision of administrative support to the Faculty Professional Development program. Further, the College and Association agree that they will mutually determine the FTE level of administrative support to be provided the FPD program.

23.17 Diversity Education Professional Development.

- 23.17.1 *On-going professional development with a focus on diversity education is a shared goal of the Association and the College.*
- 23.17.2 *Such professional development activities shall be compensated. [See Article 9 proposal.]*
- 23.17.3 *Specific professional development activities pertaining to diversity education and choice thereof are voluntary as outlined in 17.2, 32.5, and 35.2.*
- 23.17.4 *The FPD Oversight Committee, college diversity education committee(s), Faculty Council, and/or other committees under the governance system, shall develop and schedule opportunities for professional development focused on diversity education.*
- 23.17.4 *In addition to on-campus activities, faculty may seek funding for off-campus professional development opportunities funded by the Short-Term Leave fund for professional development with a focus on diversity education as outlined in 23.9.2 above.*

25.15 **Workplace Environmental Safety.** Faculty members, individually or collectively, may refuse office, classroom, laboratory, or other workspace assignments they deem unsafe or unhealthy, and shall experience no harm (including but not limited to loss of assignment, income, benefits) for having done so.

BOLD

Intended
"Addition"
to contract.

Salary Increases

26.2.5 Step increases shall be granted annually, except as provided in Article 26.2.6 and 26.2.6.1. ***A half step shall be added to the top of the contracted salary schedule annually; concomitantly, a half step shall be removed from the bottom of the contracted salary schedule.***

26.2.5.1 Faculty members returning from professional leaves approved by the College Vice President and Association President shall receive salary step increases that they would have earned had they not been on leave. Such leaves shall include leaves to serve as a temporary department chair/manager, unpaid professional development leaves, leaves to run for/serve in political office, and other academic and professional leaves.

26.2.6 ~~Step increases after the expiration of this Agreement shall not be granted until negotiation of the re-opened economics or a successor agreement is completed.~~

...

26.4.3 Step advancements shall be made under the criteria of one (1) step advancement per accumulation of twenty-one (21) credit hours or the equivalent at LCC.

26.4.4 A half step shall be added to the top of the part-time salary schedule annually; concomitantly, and half step shall be removed from the bottom of the part-time salary schedule.

26.4.5 Part-time faculty members who earned steps during the 2011-2012 and/or 2012-2013 years and who are not at the top step now shall receive one additional half step for each half step provided during those two years.

26.4.5.1 Part-time faculty members who were provided one or more half steps during the 2011-2013 years but who are now on the top step shall receive a lump sum payment in the amount of the difference between the top step and the penultimate step multiplied times the number of half steps provided.

...

- 26.5.4 **Wage Schedule.** The wage schedule for part-time flight instructors shall be an eight step schedule effective July 1, 2016 with two (2) levels as referenced at the end of this Article. Wages for part-time flight instructors shall be adjusted by the same cost of living adjustments and salary schedule adjustments that apply to part-time faculty (see Articles 26.2.7 and 26.4.4). *A half step shall be added to the top of the part-time flight tech salary schedule annually, concomitantly, and half step shall be removed from the bottom of the part-time flight tech salary schedule.*

28.2 **Advancement.** Any faculty employee with a master's degree or equivalent may become eligible to advance to a higher level on the salary schedule through the accumulation of career advancement points earned for experience, academic credits and degrees not used in original placement or in previous level advancement. The College and the Association agree to study the additional step advancement process during the term of this agreement to assess the need and function of this process and the faculty Step Advancement Committee (see Article 28.3) given a single column salary schedule for contracted faculty.

28.2.1 Fifty (50) career advancement points are necessary to advance two additional steps. One hundred (100) points are necessary to advance four additional steps.

28.2.2 All points and academic credits must be documented and include at least two (2) categories with no more than half of the accumulation from any one (1) category except for graduate credit directly related to the individual's assignment and/or professional field.

28.2.3 Points must be earned outside the individual's regularly assigned college responsibilities. Points may be accumulated as follows:

28.2.3.1 Completion of forty (45) hours of employment in an authorized dealership or shop at the journeyman level doing work related to the teaching field shall be equivalent to one (1) credit hour/point.

28.2.3.2 Work or manage a business in a related professional field which allows the individual to apply theory to practice and bring new knowledge to the classroom. (50 hours = 1 point to a maximum of 20 points)

28.2.3.3 Consult in one's professional field in either a paid or volunteer capacity. (15 hours = 1 point to a maximum of 10 points)

28.2.3.4 Completion of thirty-six (36) hours of special **or comprehensive** training school shall be equivalent to three (3) credit hours/points.

~~28.2.3.5 Completion of twelve (12) hours of comprehensive training school shall be equivalent to one (1) credit hour/point.~~

- 28.2.3.6 Completion of academic credits in approved vocational/technical courses in subjects related to the individual's professional teaching field with the credit hours as designated.
- 28.2.3.7 Earn graduate level credit hours from an accredited institution in subjects related to the individual's professional field. (1 credit hour = 1 point)
- 28.2.3.8 Acquire a second master's degree from an accredited institution in a field applicable to the employee's assignment and/or professional field. (45 points)
- 28.2.3.9 Write and publish a text book in the individual's professional field. (Up to 20 points per book)
- 28.2.3.9 Write and publish in a professional journal, a document or article in the individual's professional field. (Up to 5 points per document or article to a maximum of 20 points)
- 28.2.3.10 Completion of curriculum development projects, computer/audiovisual software, media production or package writing beyond the employee's regular assignment shall earn credit as determined by the appropriate administrators; however, credit shall be provided at a rate equal to one (1) credit hour/point for each fourteen (14) hours consumed on the project to a maximum of ten (10) credit hours/points per project.
- 28.2.3.11 Edit a textbook or translate an equivalent scholarly work in the professional field for publication and/or performance into or from a foreign language. (12 hours = 1 point to a maximum of 15 points on any one work)
- 28.2.3.12 Review and/or critique a text in one's professional field for a publisher. (20 hours = 1 point to a maximum of 3 points per text up to a maximum of 10 points)
- 28.2.3.13 Write and submit a grant proposal, authorized by the College, for equipment, services or funding of

significant benefit to the College. (Up to 5 points per application to a maximum of 15 points)

28.2.3.14 Train other persons in workshops related to the individual's professional field. (10 hours = 1 point using a formula of 3 hours of prep time per 1 hour of presentation to a maximum of 20 points)

28.2.3.15 Train in a certified non-degree program related to a professional field or attend workshops or educational activities in one's professional field. (12 hours = 1 point to a maximum of 10 points)

28.2.3.16 Present or demonstrate one's professional work in a professional exhibit, presentation or show. Presenter must be teaching in the field related to the exhibit. (Up to 5 points per presentation to a maximum of 20 points.)

28.2.3.17 Exceptional service to the College in areas not in the job description and beyond the 15% portion of the employee's contract time that is set aside for committee and meeting work. (Up to 5 points per year of service)

28.2.3.18 Exceptional service to the individual's professional field or the educational field in areas not in the job description and beyond the 15% portion of contract time that is set aside for committee and meeting work. (Up to 5 points per year of service)

28.2.4 Either party may request a review of the point totals necessary for level changes or the value assigned to any or all categories listed in Section 28.2. If such a request is made, then the College and Association will appoint a joint review committee of four (4) members, two (2) of whom will be appointed by the Association and two (2) by the College. The committee will complete the review and submit recommendations to the parties within forty-five (45) calendar days. If either party rejects the recommendations, then the remaining issues shall be submitted to arbitration as outlined in Article 36.

33.2 Part-time Faculty Insurance

- 33.2.1 Eligible part-time employees selecting health insurance shall be provided hospital-medical insurance and dental insurance based upon the employee eligibility and contribution rates outlined herein.
- 33.2.2 Part-time employees who worked the equivalent of fifteen (15) credit hours during the previous four (4) terms and are scheduled to be part of the bargaining unit (.2 or more) for the current term shall establish eligibility for insurance.
- 33.2.3 Part-time employees not establishing eligibility by working during the previous four (4) terms may do so by working at least five (5) credit hours or .333 FTE in one (1) term and being scheduled to work at least five (5) credit hours or .333 FTE the following term. Coverage shall be effective the first of November for fall term, the first of February for winter term, the first of May for spring term, and the first of August for summer term, and shall continue for three (3) consecutive months.
 - 33.2.3.1 Part-time faculty members working a total of 1.5 FTE or greater cumulatively in the Fall, Winter, and/or Spring terms shall be eligible for insurance in the subsequent summer term.
- 33.2.4 Once eligible, part-time employees maintain eligibility by working ~~five (5)~~ **3.75** credit hours or ~~.333~~ **.25** FTE each consecutive term, except that spring **and summer** terms only requires .2 FTE, **or an annual FTE average of .25 FTE.**
 - 33.2.4.1 Part-time faculty members working a total of ~~1.3~~ **.75** term FTE or greater cumulatively in two consecutive terms of the Summer, Fall, Winter, and/or Spring shall maintain eligibility for insurance for the subsequent term. A ~~maximum of 0.5 FTE from Summer term will count toward this total.~~
 - 33.2.4.2 Part-time faculty members working a total of ~~1.5~~ **1.0** term FTE or greater cumulatively over three consecutive terms in the Summer, Fall, Winter, and/or Spring terms shall maintain eligibility for insurance in the subsequent term. A maximum of 0.5 term FTE from Summer term will count toward this total.

- ...
- 33.3.2.2.3 College part-time faculty selecting employee-only coverage shall pay the same out-of-paycheck contributions as contracted faculty.

Part-time faculty selecting employee plus spouse/partner or employee plus children coverage shall receive an employer contribution equal to 84% of the cost for OEGB medical only Plan-E C. Part-time faculty selecting full-family coverage shall receive an employer contribution equal to 67% of the cost of OEGB medical only Plan-E C. Part-time faculty shall pay the remaining amounts of OEGB medical Plan-E C above 84% for employee plus spouse/partner or employee plus children coverage for OEGB medical Plan E C. Part-time faculty shall pay the remaining amounts of OEGB medical Plan-E C above 67% for full-family coverage for OEGB medical Plan-E C. Part-time faculty may select other OEGB plans and receive the same dollar contribution from the College as it would pay for medical Plan-E C according to the above formulas.

...

33.3.2 Employee Out-of-Paycheck Contributions

- 33.3.2.1 ~~Effective October 1, 2009 and through September 30, 2010,~~ the College shall pay the first ten (10) percentage points of insurance rate hikes to the College Base plan (Plan A). When insurance rate increases for the College Base plan exceed 10%, the difference in excess of 10% shall be equally shared by the employee and the College, except that the employee responsibility shall be limited by the "stop loss" and "cost neutrality" provisions specified herein.

ASSOCIATION PROPOSAL – 3/29/16

ARTICLE 34 - SPECIAL CONDITIONS AFFECTING PART-TIME PERSONNEL

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34.5.8 Seniority of Retiring Contracted Faculty. At their request, and with the explicit written approval of the department/division chair//manager, retired contracted faculty may be placed in the appropriate part-time hiring pool(s) and shall qualify for assignment by seniority in every accrual family for which they were qualified to teach before retirement and shall receive ~~three (3)~~ **one unit per year, up to six (6) years, worth of part-time seniority** in each of these accrual families. The appropriate department/division manager(s) shall make a timely decision about placing the retired faculty member in the requested hiring pool(s).

39.1.2 **Specific Responsibilities.** The Council may have specific responsibilities, and these shall include grading policy, academic policy, and the campus-wide student evaluation instrument, **and faculty search procedures**. In order to foster wider discussion among faculty, the Council may call public forums or town hall meetings.

39.2.3 **Academic Committees.** The Faculty Council will select the ~~majority or greater~~ **at least two thirds** of members on academic committees from the faculty at large. Faculty representatives will communicate regularly with the council to report on committee activities and receive direction from the council.

ARTICLE 40 - CHARTERS

- 40.1 **Definition, Purpose and Scope.** Charters of workgroups (divisions, departments, programs, etc.) and non-workgroups (councils, taskforces, committees, etc.) are written documents describing, as appropriate, objectives, purposes, operating processes, and working relationships with other college entities. The College and Association agree that the establishment of charters produces clarity and focus of work, leading to an increase in effectiveness. Charters are subordinate to all federal and state statutes as well as all College policies and administrative procedures.
- 40.2 **Workgroup Charter Establishment and Revisions.** The Charter establishment or revision shall require approval of the workgroup manager, 50% of the workgroup contracted faculty, 25% of the part-time faculty, and 35% of the total workgroup. Objection to establishment of a charter by one of the parties carries an obligation to provide the reasons for this objection. *All workgroups shall establish and/or update charters by April 1, 2017. The College and Association shall complete the review process outlined in 40.3 by May 1, 2017.*
- 40.3 **College and Association Review.** The College and Association shall assure that such charters are consistent with state and federal law, the Main Agreement, and College policies, and shall certify them on this basis. Wherever a provision of a charter is found to violate federal and state statutes or administrative rules, and/or violates College policies and administrative procedures the provisions of any Charter that violates such guidelines shall be null and void.
- 40.4 **Respect.** Chartered decision-making processes will be based on the principle of "Respect for All People and their Capabilities" described in the Lane Community College Values and Behaviors document.
- 40.5 **Dispute Resolution.** Disputes concerning charters and conflicts arising from differences between charters and administrative policies and procedures will be raised within the Labor/Management Committee. *If unresolved, a Charter dispute resolution committee will be formed with one member appointed by the Association, one member appointed by the College, and one member selected by mutual agreement of the two appointees. Disputes not resolved through these steps may be moved to the Level 2 grievance procedure outlined in Article 36.*
- 40.6 **Application.** Charters are agreements within represented work groups. Other than changes following from this Agreement and properly executed Memoranda of Agreements, charters once established may

only be changed through a process similar to the original chartering or by a process specified within the charter.

MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY

- 1. Workload:** The College and Association shall establish a Joint College Association Workload Taskforce charged with the following:

By March 31, 2015, the Joint Workload Taskforce shall survey all Division/Department/Program Managers and Faculty members in order to collect workloads for all college Divisions/ Departments/Programs. The survey instrument shall solicit all current workload parameters, including number of assignable credit hours, TLCs, preparations, and class sizes.

The Taskforce shall attempt to collaboratively resolve issues within the workload findings.

The results of the survey and workload findings will be placed in a Memorandum of Agreement.

Any disputed findings shall be processed as provided in Article 35.4.

- 2. Class Cancellation:** Within the timeframe of **4 weeks to 22 calendar** days prior to the first day of a term, a class will not be canceled if it is at least **30%** enrolled of an assignable class size ~~or has at least 12 students.~~

Within the timeframe of 3 weeks to 15 calendar days prior to the first day of a term, a class will not be canceled if it is at least **40%** enrolled of an assignable class size ~~or has at least 12 students.~~

Within the timeframe of 2 weeks to 8 calendar days prior to the first day of a term, a class will not be canceled if it is at least **50%** enrolled of an assignable class size ~~or has at least 12 students.~~

Within the timeframe of one week before the beginning of a term and the first day of the term a class will not be canceled if it is at least **60%** enrolled of an assignable class size ~~or has at least 15 students.~~

- 3. Enrollment Capacity:** ~~Beginning Summer 2014, enrollment capacity will be increased by up to four (4) students in selected courses resulting in reduction of a minimum of 1550 credits over the course of one year.~~

~~The College and the Association will collaborate and agree on the process for determining enrollment capacity enhancement as outlined above. The College and Association agree to review the process for operationalizing enrollment capacity annually.~~

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"New"

Enrollment Capacity Implementation Process

The following constitutes the College Association agreed upon process for implementing Article 3 of the MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY (see below) for the 2014 - 2015 year: _____

1. The attached class enrollment capacities spreadsheet for FY15 identifies current class sizes and sizes enhanced in recognition of anticipated attrition. _____
2. Enhanced class sizes will be set at these numbers during each term schedule build for FY15, excluding summer 2014. All enhanced sections will be z-coded by the College by 8 a.m. of the Friday of the first week of each term. _____
3. The College and the Association will jointly review course enrollments on Monday of Week 5 in each Academic term (F14, W15, P15). This information will be used for annual review; the College and Association may agree to revise this plan on a term by term basis during the FY15 year that results in the same total savings. _____
4. The College and the Association will review this operationalizing process during the fifth week of winter term for implementation for the next fiscal year and annually thereafter. _____

**MEMORANDUM OF AGREEMENT
BETWEEN
LANE COMMUNITY COLLEGE and THE LANE COMMUNITY COLLEGE
EDUCATION ASSOCIATION (LCCEA)**

April 6/2015

A. ~~This Memorandum modifies the Workload, Class Cancellation, and Enrollment Capacity MOA and the Enrollment Capacity Implementation Process Agreement as follows:~~

- ~~1. For courses where there is no difference in the number of sections and credits reduced (per the Implementation Process Agreement and associated spreadsheet) when three additional students are added instead of four, the number of additional students per section shall be reduced by one (e.g. from 4 to 3 additional students).~~
- ~~2. Starting Summer 2015, for sections with an assignable class size of 24 or fewer, the number of additional students per section shall be reduced by one (e.g. from 4 to 3 additional students), except as provided in 2A, below:
A. With the exception of Writing 115 sections (which will be reduced from 4 to 3 additional students), the number of students per section allowed to be enrolled above the assignable class size for the selected writing classes in the Language, Literature, and Communication Division, will be further reduced by an additional student (e.g. from 4 to 2 additional students).~~
- ~~3. The number of students per section allowed to be enrolled above the assignable class size for the COMM 111 sections will be reduced by two students (i.e., from 4 to 2 additional students)~~
- ~~4. The College and Association shall create a taskforce to develop a proposal on universally adopting the use of class wait lists.~~
- ~~5. Article 2 of the Workload, Class Cancellation, and Enrollment Capacity MOA shall be amended as outlined below.~~
- ~~6. The Faculty Professional Development FY15 carryover shall be reduced by \$160,000.~~
- ~~7. The College and Association shall collaborate on how we plan to communicate to faculty regarding this Agreement.~~
- ~~8. The number of additional students allowed by the Enrollment Capacity Implementation Process Agreement shall be set at these numbers as revised above.~~
- ~~9. Going forward, per the Enrollment Capacity Implementation Process, the College and the Association will review this process annually during winter term.~~

MOA: WORKLOAD, CLASS CANCELLATION, AND ENROLLMENT CAPACITY

...

2. Class Cancellation: Within the timeframe of 4 weeks to 15 calendar days prior to the first day of a term, a class will not be canceled if it is 50% enrolled of an assignable class size or has at least 12 students.

Within the timeframe of two weeks before the beginning of a term and the first day of the term a class will not be canceled if it is at least 70% enrolled of an assignable class size or has at least 15 students.

...

- B. This Memorandum shall become effective upon execution by the parties.

MOA: UNPAID SABBATICAL LEAVE OPTION

Preamble: ~~It is in the interest of both the faculty and administration of Lane Community College to establish an unpaid sabbatical leave program that will provide an additional option for professional development that will improve a faculty member's contribution or capacity to contribute to the success of the college. Accordingly, this Memorandum of Agreement sets forth the framework for an initial unpaid sabbatical program. This program shall be considered a pilot test for a period of four (4) years. At the end of the four (4) year period a thorough analysis will be undertaken jointly to determine if the program should be continued, changed or discontinued.~~

1. **General Description.** Following seven (7) two (2) years of continuous contracted service, a faculty member may receive an unpaid sabbatical leave for a period not to exceed one (1) year, **with one (1) term granted for every two (2) years of continuous service**, for study, research, travel, or other purpose designed to improve the faculty member's ability to contribute to college goals. Sabbatical leaves of less than full-time may be taken. A faculty member may not receive more than one (1) such unpaid leave during a continuous four-term period. This unpaid sabbatical leave program shall be separate and independent of any other sabbatical or leave program, including in the application and qualification process. 3 in 10 yrs

2. **Program Administration.** A joint Unpaid Sabbatical Review Committee will be established with up to three (3) faculty and three (3) administration representatives chosen by the Association and Instruction vice-president(s) respectively.

2.1 **Sabbatical Review Process.** The specific process for reviewing and monitoring proposals will be developed by the joint Committee.

2.2 **Annual Cost Review.** ~~The joint Committee will accumulate cost data for the pilot program and make a report to the Association and College. The parties agree that the program should be generally cost neutral. Should the program generate excessive savings the College and Association shall meet to decide how these funds shall be used within Instruction. Should the program generate excessive costs, the College and Association will meet to decide how the program may be adjusted to eliminate those excessive costs or, if that proves infeasible, terminated.~~

3. **Faculty Support.** Sources of support for faculty shall be made available from the college.

- 3.1 **Continuing Health Insurance Coverage.** During the period of the unpaid sabbatical leave, the college will pay the entire cost of insurance benefits that the faculty member had at the time the leave was approved, if such insurance is not provided from another source.
- 3.2 **Seniority/Job Protection.** During the sabbatical leave the faculty member will continue to accumulate seniority, retain rights to the same position, receive compensation for any work, and retain all other rights and responsibilities upon returning, as if the faculty member had been working continuously at a full level.
- 3.3 **Deferred Compensation.** Pending verification of feasibility, the College shall establish a deferred compensation program so that the faculty member may defer income (and accumulated interest) to be used during the unpaid sabbatical leave and receive any tax savings accrued.
- 3.4 **Continuing Service.** The support for the faculty member specified in this Article shall not be guaranteed once the faculty member retires or makes a commitment to engage in employment or other life activity inconsistent with continued employment at Lane Community College. The College and Association shall timely meet to discuss such situations.

4. **Proposal Process**

- 4.1 **Proposal Deadlines.** Sabbatical proposals must be submitted, originally or on appeal, to the Sabbatical Review Committee and the appropriate department/division chair by the last day of the academic term that falls ~~three (3)~~ **one (1)** terms prior to the intended commencement of the sabbatical. A decision will be made and provided the applicant in writing no later than fifteen (15) working days after the request was received. ~~(For example, the proposal must be submitted by the end of fall term for a sabbatical beginning in next fall term.)~~
- 4.2 **Right to Return.** The College will make reasonable efforts to create flexibility in replacements in faculty on leave, in case those faculty members desire to return. After the deadline to apply, if a proposal is approved and accepted but a faculty member cannot follow through on the leave, the College will attempt to fully return the faculty member to their original position or other assignment including curriculum development,

but may not be able to due to irreversible arrangements made to replace the faculty member. In such cases, the College and Association will timely meet to discuss the matter.

- 4.3 **Proposal Content Criteria.** The sabbatical leave proposal will include a) a plan for study, research, travel, or other activities proposed by the applicant to benefit the college by improving the quality of the faculty member's contribution to the college mission and goals or the capacity of the faculty member to contribute to the college mission and goals; b) ~~a review by a peer committee of the plan indicating a positive assessment of the proposal and indicating that the proposal made use, as appropriate, of the input of peers—these peers including all, or at least four (4), contracted faculty in the immediate discipline of the proposer;~~ c) plans for dissemination at LCC of the sabbatical results and a follow-up report including an element of peer review of the sabbatical experience.
- 4.4 **Maintenance of Stability and Quality of Instruction Criteria.** The sabbatical leave requires a reasonable level of maintenance and stability of the quality of instruction. It is the intent of the administration and department/division chairs to work toward granting sabbatical requests. It is the intent of the application process to encourage faculty to mutually settle planning and coordination issues before proposals are made, and also to allow faculty to work with each other and department/division managers to identify and remove barriers to sabbaticals. ~~The department/division chair will review the timing and level of the leave request along with possible leave replacements and make a judgment about maintaining a reasonable level of stability and quality of instruction. If the chair cannot give a positive judgment, he/she shall provide the requester the reasons in writing.~~
- 4.5 **Approval.** If the proposal meets the rigor outlined in Section 4.3 and the department/division chair's assessment is that instructional quality can be reasonably maintained as called for in Section 4.4, the proposal shall be approved by the Sabbatical Review Committee. If not, the proposer shall be provided in a timely manner a summary of the reasons for denial in writing.
- 4.6 **Re-applying.** A faculty member denied a sabbatical may resubmit his/her proposal at any future time provided the proposal has been appropriately modified or conditions have changed so that an identical proposal under identical conditions is not being resubmitted.

- 4.7 **Appeals.** A faculty member may appeal the decision of the **Unpaid** Sabbatical Review Committee back to the **Association Executive Board**. ~~If an issue of proposal rigor is at stake, the appeal must be a joint appeal by the majority of the faculty member's immediate peers, and the Committee will make the final judgment. If an issue of logistics is at stake, the appropriate Instruction vice president will investigate and assess in good faith any new information submitted. The vice president's judgment will decide this matter.~~
- 4.8 **Reporting Requirements.** Each term a faculty member receiving unpaid sabbatical leave shall submit a written progress report on completion of their plan and goals as outlined in 4.3.
5. **Notice Regarding Leaves of Absence & PERS.** The employee is explicitly responsible for assessing the impact of any leave of absence plans on their PERS eligibility and status.

MOA: COLLEGE GOVERNANCE

The following constitutes agreement between Lane Community College (hereinafter referred to as the College) and Lane Community College Education Association (hereinafter referred to as the Association) on issues of governance resolved to facilitate operation of the 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 Association 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 LCCEA as the exclusive representative of the faculty for all matters bargainable under applicable laws and as exclusive faculty representative in the governance system. Faculty Council appointees in the governance system represent the Faculty Council.

3. Article 36 Grievance Procedure Waiver

Article 36 "Grievance Procedure" in the collective bargaining agreement between the College and the Association will not apply to the Governance System. Policies, plans, and decisions/recommendations made in the governance system shall not be subject to grievance under the collective bargaining agreement.

4. Reassignment rates

Reassignment time will be provided to faculty members at the following rates:

Faculty Council Co-chairs will each be provided reassignment time of .25 FTE one-term per year. ✓

Faculty members serving on the College Council will be provided reassignment time of .25 FTE per term.

Chairs of governance councils (not including the College Council) will be provided reassignment time of .25 FTE per term.

All other faculty members of governance councils will be provided reassignment time of .25 FTE per year.

~~Faculty chairs of governance councils (including the former Finance Council, now known as the College Council Budget and Finance Subcommittee, and not including the Faculty Council Co Chairs) shall be provided an annual stipend of \$1500.~~

5. Reassignment Limits

Faculty members' governance reassignment time may not exceed .5 FTE in any term.

6. Course releases and overload pay

Faculty members are expected to use the reassignment time to be released from other assignments, but may choose to take the reassignment time provided as overload pay. Reassignment time provided may be used in any term or taken as overload pay within the academic year. For example, faculty members teaching courses greater than .25 FTE may use reassignment time provided over the course of a year for release from faculty duties; thus a faculty member provided .25 FTE per term who teaches courses with .333 FTE may take a course release two terms, leaving a balance of .083 for the year.

7. Governance appointments and course release procedures

Faculty Association and Faculty Council fall appointments will be made by May 15th and faculty members provided reassignment time shall meet with their Departmental managers to work out the details of scheduling course releases and/or overload compensation by May 31st. For non-fall appointments, faculty members granted reassignment time shall meet in a timely manner with their Departmental managers to work out the details of scheduling course releases and/or overload compensation. Reassignment time shall be provided unless a qualified person cannot be found to replace them.

8. Part-time faculty members

If governance reassignment time for a part-time faculty member produces a total assignment of .6 FTE or below for the academic year, reassignment time will contribute toward workload and be compensated as any part-time teaching assignment below .5 FTE. Governance reassignment time will not result in movement of a part-time faculty member to contracted status.

9. Duration of Agreement

This Memorandum of Agreement shall be renewed for the following academic year unless the College or the Association gives written notice to the other after January 1 and not later than March 31, annually, of its desire to modify the Memorandum of Agreement or to terminate the Agreement. The Labor Management Committee shall also assess the reassignment rates specified in Article 4 (above) between January 1 and March 31, annually.

Bold

LCCEA intends to reinstate 41.6

41.6 Post-Retirement

41.6.1 Contracted faculty members retiring from the College and PERS shall have a right to work within the range of 0.50 FTE to .70 FTE annual assignments for up to two (2) years after retirement as contracted faculty members. Term by term assignment levels may vary, but may not result in a post-retirement annual assignment greater than .70 FTE. Assignments may not be less than one course per term, unless approved by the Department manager.

41.6.2 Salary and Benefits: Contracted faculty members exercising this right shall be paid on the contracted faculty salary schedule on the step they retired from, are eligible for cost of living adjustments and step advancement, will maintain their seniority accumulation and rights, are eligible for all contracted benefits except Article 23.8 Long Term Leave benefits, shall not receive College contributions to PERS, and shall remain responsible for commensurate non-teaching work based on assigned FTE. All additional rights and benefits under Article 41: Early Retirement, are deferred until the end of the period of extended post-retirement contracted faculty employment.

41.6.3 Retirement Notice: Faculty members exercising this right shall provide notice to their department/ division dean and the Human Resources Department by or before 60 calendar days prior to the first day of the first term of their reduced work assignment. Faculty members unable to provide 60 calendar days' notice and unable to receive a reduced schedule for the very next academic term shall have the two-year post-retirement period commence at the beginning of the next term. The Human Resource Department shall notify the Association of the receipt of such notice within ten (10) working days of the 60 calendar day deadline.

41.8 Special Conditions affecting OPSRP Only (AKA PERS Tier 3) Retirees

✓ 41.8.1 Upon retirement, the value of one-half (1/2) of the accumulated sick leave shall be paid to the employee.