

AGREEMENT

AN AGREEMENT
BETWEEN LINN-BENTON COMMUNITY COLLEGE AND
THE LINN-BENTON COMMUNITY COLLEGE FACULTY ASSOCIATION.
EFFECTIVE JULY 1, 1991 THROUGH JUNE 30, 1993.

**LINN-BENTON COMMUNITY COLLEGE
FACULTY CONTRACT EXTENSION AGREEMENT
1993-94**

This Agreement is to extend the July 1, 1991, to June 30, 1993, Faculty Agreement through June 30, 1994. Specifically, the contract modifications of this extension as agreed to by the L.B.C.C. Faculty Association and the L.B.C.C. Board of Directors are as follows:

Article 9 - Insurance [p. 7]

- B.(3)** The Board agrees to pay 50 percent of the cost incurred for dependent medical, dental and vision insurance coverage above the cost of the individual insurance coverage.

Article 15 - Faculty Salaries [p. 12-13]

- A.** The following salary schedule will be in effect during this contract:

Salary Schedule <u>Step</u>	1993-94 Salary <u>Schedule</u>
1	\$24,682
2	25,669
3	26,696
4	27,764
5	28,875
6	30,030
7	31,231
8	32,480
9	33,779
10	35,130
11	36,535
12	37,996
13	39,516
14	41,097
15	42,741
16	44,451

- D.** Placement and compensation for summer work and overloads for members of the bargaining unit shall be in accordance with the following schedule:

<u>Year*</u>	<u>1993-94</u>
<u>CREDIT HOUR RATE</u>	
0	\$466
1	500
2	527
3	554
4	581
5	624

Year*

1993-94 (cont.)

CONTACT HOUR RATE

0	\$32.15
1	34.46
2	36.31
3	38.16
4	40.01
5	43.05

HOURLY RATE

0	\$17.24
1	18.48
2	19.47
3	20.46
4	21.45
5	23.09

*Years are computed as number of years of full-time (or equivalent) professional employment completed at LBCC.

Article 18 - Professional Development [p. 14-15]

- C. The amount of money to be allocated for faculty professional development will be determined by multiplying the number of contracted faculty members employed by LBCC during January 1992-93 by \$385 for 1993-94.

Monies for this purpose not expended in a fiscal year shall be re-budgeted into this category for the succeeding fiscal year.

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PREAMBLE

This Agreement is made and entered into this 9th day of November, 1991, by and between the LINN-BENTON COMMUNITY COLLEGE BOARD OF DIRECTORS (hereinafter referred to as the Board) and the LINN-BENTON COMMUNITY COLLEGE FACULTY ASSOCIATION (hereinafter referred to as the Association). The intent of this Agreement is to set forth and record herein the sole and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for faculty members included in the bargaining unit.

OUR JOINT MISSION AND VALUES STATEMENT

Our joint mission is to support the philosophy and mission of the College as approved by the Board of Education.

Accordingly, the Administration and Faculty Association agree to work together to find creative, mutually beneficial solutions to all work-related issues, and to put into practice the following values in pursuit of our joint mission:

- A. To provide faculty with time and financial resources to stay current in their fields.
- B. To provide faculty with workloads and total compensation packages comparable to similar institutions.
- C. To provide faculty with meaningful and timely recognition and appraisal.
- D. To include faculty in decision-making processes that affect work-related issues.

ARTICLE 1 - Status of Agreement

- A. The Board recognizes the Association as the exclusive collective bargaining representative on wages, hours and conditions of employment for all full-time and half-time or more individually contracted faculty members employed by the Board.
 - (1) "Full-time" means the contracted workload for full-time faculty as provided in Article 8.
 - (2) "Half-time or more" for members who teach means a member who teaches 24 or more credit hours or equivalent hours as defined in Article 8A per academic year, is available for office hours, and whose workload is not full-time. "Half-time or more" for non-teaching members means a member whose assigned activities cover half-time or more of the workload set forth in Article 8B, C, D, E and F.
 - (3) "Individually contracted" means full-time and half-time or more faculty members will be employed by the Board based on a properly executed individual contract of employment for a specified academic year; such individual contracts shall be consistent with the terms of this Agreement.
 - (4) "Members" and "faculty members" mean members of the bargaining unit as defined above.
 - (5) Inclusion in the bargaining unit shall be determined annually.

- B. Excluded from the bargaining unit and not subject to the terms of this Agreement are: faculty who do not meet the definitions for inclusion in the bargaining unit, classified employees, supervisory employees, and confidential employees.
- C. The Board will individually contract on an academic year basis with all faculty members defined in A(1), (2) and (3) above, and who are recommended in writing by the President for a full-time or half-time or more workload for the full academic year. If the workload is instructional in nature, the workload must be made up of courses classified as Lower Division Courses (LDC), Complementary Courses in General Education (CCGE), and/or Vocational Preparatory (Voc-Prep).
- Occupational Supplementary Courses (OSC) will also be included if such courses are required in an approved Associate of Applied Science degree program with the exception of the Apprenticeship Associate of Applied Science degree program.
- D. Any faculty who fulfills the definition of section A(2) but works more than 24 or equivalent hours for the College for three consecutive quarters in a single academic year will, commencing with the assignment to a half-time or more workload the following fall quarter, be individually contracted (as defined in A(3) and in accordance with C above) and be placed within the bargaining unit represented by the Association.
- E. Faculty members who have been contracted by the College half-time or more, but less than full-time, when contracted for the next year, will be contracted at a pro rata salary which reflects the instructional assignment of the new contract year.
- F. The Board reserves the right to contract with an individual faculty member when, in the judgment of the Administration, the workload warrants a contractual relationship but the workload does not meet the conditions described in C above. Faculty members so contracted shall be considered as members of the bargaining unit for all purposes of this Agreement.
- G. All faculty members who worked for the College half-time or more (as defined in A(2)) and who were individually contracted under the previous Agreement shall remain as members of the collective bargaining unit unless reduced by the Board according to the conditions set forth in Article 10 of this Agreement.
- H. The Administration reserves the right to assign any College approved courses as a part of the normal workload of an individually contracted faculty member judged qualified by the Administration to teach the course with eight weeks' notice, except where such notice is not feasible.
- I. The Board shall produce two signed copies of the final Agreement for the record. One copy shall be retained by the Board and one copy shall be retained by the Association. The Administration will also provide all members of the bargaining unit with a copy of the Agreement.

ARTICLE 2 - Nondiscrimination

- A. The Association and the Board affirm their adherence to the principles of free choice and agree they shall not discriminate against any faculty member covered by the Agreement because of age, race, religion, sex, national origin, handicap, marital status, political affiliation, sexual preference, domicile, or membership or nonmembership in the Association.
- B. The Administration reserves the right to re-assign a family member from an administrative unit within which a relative has supervisory responsibilities if the Administration determines such responsibilities have a direct adverse effect on the employment conditions of the administrative unit.

ARTICLE 3 - Headings

Any headings preceding the text of the several articles herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE 4 - Board Functions

- A. The Board, on its behalf and on behalf of the electors of the LBCC District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include, but are not limited to:
- (1) The exclusive management and administrative control of the College educational and service system and its properties and facilities, except as limited by the terms of this Agreement.
 - (2) Subject to the provisions of law and this Agreement, the hiring of all members and determination of qualifications and the conditions of their employment or their dismissal, sanction, demotion or promotion and transferring and assignment of all such members.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent such specific terms are in conformance with the Constitution and the laws of the State of Oregon. This Agreement shall not be construed to limit in any way the Board's right to contract or subcontract work or to require the Board to continue in existence any of its present programs in their present form and/or location, or on any other basis, provided where feasible the Board will give prior notice to the Association and will provide a reasonable opportunity to discuss the situation giving rise to the contemplated action and to consider alternative courses of action where members of the bargaining unit would undergo reduction as a result of such action.
- C. It is recognized by the parties all rights and prerogatives of the Board which have not been diminished or modified by the terms of this Agreement are expressly retained by the Board on behalf of the citizens of the District. The rights of employees under this Agreement and of the Association shall be limited to those which are provided by the terms of this Agreement and law.

ARTICLE 5 - Negotiation of a Successor Agreement

The parties agree to enter into collective bargaining over a successor Agreement by the second Monday in November prior to the expiration of this Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

ARTICLE 6 - Interruption of Work

It is recognized by the parties a continuity of educational services during the term of this Agreement is essential to the interests of the College, students, and the citizens of the District and is of the essence of this Agreement. Therefore, neither the Association nor individuals in the bargaining unit will initiate, cause, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work during the term of this Agreement. In the event of strike, work stoppage, slowdown, or picketing, the Association agrees to encourage faculty members to return to work immediately. Violation of this provision by individuals in the bargaining unit shall subject such individuals to disciplinary action,

including possible permanent replacement or discharge. At the discretion of the Board, such disciplinary action may be taken against all or those primarily responsible. There will be no lockout of faculty members in the unit by the Board as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 7 - Faculty Contracts and Work Schedules

- A. Faculty contracts shall be issued for 175 working days. The 175 working day contract will normally be for the period of the academic year; by mutual agreement a faculty member and the Board may agree to a 175 working day contract during any fiscal year provided the Board reserves the right to assign the 175 working days any time during the fiscal year as deemed necessary by the Board.
- B. Salary for full-time members hired for less than 175 days during an academic year will be determined on a pro rata basis. Such members shall be considered members of the bargaining unit for all purposes. Some faculty positions are paid from non-general fund sources. These grants or contracts may require positions in excess of 175 days. In these instances the Board may advertise and offer positions in excess of 175 days, not to exceed 225 days. Salary for those faculty hired for more than 175 days during a fiscal year will be determined on a pro-rata basis. Additionally, if the Board desires to give contracts in excess of 175 days in a few special general fund circumstances such as the Farrier School, the Board will obtain approval from the Association.
- C. The academic year will not exceed nine consecutive months.
- D. In the event of a situation beyond the control of the Board which requires the closing of LBCC, the contract year may be extended to compensate for the number of days lost, at the discretion of the Board, and no additional pay in excess of each faculty member's annual base salary will be granted. If an individual faculty member is prevented from commuting to work from residence or place of assignment by an abnormal situation beyond the control of the faculty member (such as flooding, storm or other catastrophe), the member will not suffer a reduction in pay for such absence if the member arranges to make up missed work assignments in a manner satisfactory to the Administration. Faculty members will make every reasonable effort to give advance notice to their supervisor of any condition which they feel might prevent them from working.
- E. Notice of the College's intent to hire faculty members for a summer school assignment will be provided by May 1 prior to summer school.

ARTICLE 8 - Workload

- A. A full-time faculty workload consists of 175 days of: In-service; student contact teaching (lab and lecture); assigned student-related activities; and self-directed preparatory, evaluative, and/or other professional tasks related to the assignment.

The parties recognize some faculty members may find it necessary to prepare course work during winter and spring break periods, and/or to work at the annual Regional Skills Contest; accordingly, each faculty member shall have the opportunity to exchange up to three non-teaching contracted days for up to three self-directed days during these three periods: winter break, spring break, and/or the Regional Skills Contest, advising, and other college-related activities. Those faculty members seeking approval to exchange these days will prepare a work plan with their Associate Dean/Dean that specifies the activities to be performed during these exchange days.

- B. For full-time teaching faculty, the total hours assigned to student contact teaching and assigned student-related activities shall not normally exceed an average of 26 hours per week.

Lecture class hours shall not normally exceed an average of 15 hours per week, not to exceed 18 hours per quarter. Lab class hours shall not normally exceed an average of 22 hours per week, not to exceed 27 hours per quarter. Instructional assignments consisting of combined lecture/lab classes shall not exceed 15 equivalent hours per week, with one lab hour equal to 15/22 lecture hours.

Assigned student-related activities may include group advising, office hours, administrative appointments to campus committees, and individual advising conducted outside posted office hours.

The Administration shall have sole and exclusive authority in assignment of student contact teaching and student-related activities. A faculty member who believes his/her workload to be in excess of the intent or content of this Article may request a review by the Issues Clarification Committee after meeting with his/her supervisor. Such a review shall be completed within a reasonable period of time. A written summary of the review shall be furnished to the employee and the Association.

Self-directed professional tasks related to the teaching assignment shall constitute the remainder of a full-time teaching faculty member's workload. Such self-directed activities shall be limited to those tasks necessary for the faculty member to carry out assigned responsibilities and may include class preparation, assignment evaluation, test evaluation, and fulfillment of approved professional development plans. Outside the normal workload, advising, office hours, and attendance at campus committees are permissible self-directed activities, but shall not be required as self-directed time.

- C. The parties to this Agreement recognize some instructional program assignments are unique to the extent activities and time in excess of 26 hours per week may be assigned in order to provide an appropriate educational program and environment. Activities in this category shall be considered unique and may include co-curricular activities, travel time, staff development, community assignments, seminars and workshops, curriculum development, and program advisory committees. Some unique instructional situations may require open lab hours in excess of that specified in Article 8B (e.g. ABE/GED instruction, Farrier School instruction, Family Resource Center coordination). Such activities will be considered part of the faculty member's full-time workload. The Administration, after conferring with the faculty member, may assign a unique workload. Any faculty assigned a unique workload will have the workload reviewed by the Issues Clarification Committee automatically after the first year of the assignment.
- D. A full-time contracted member of the faculty who is assigned professional duties involving scheduled individual and small group student contact such as counseling, library work, cooperative work experience student coordination, disabled student services coordination, tutoring coordination or any similar assignment shall be scheduled for 33 hours per week of professional duties specified within their position description and seven hours of self-directed time.
- E. A full-time contracted member of the faculty who is assigned as Transitions, Basic Skills, Life Skills faculty or any similar assignment shall be scheduled for 24 hours per week student contact teaching and 11 hours of student-related activities. The faculty member will have at least one hour per day of self-directed time.
- F. Full-time contracted members of the faculty who are assigned as Training Specialist, Small Business Advisor, Media Specialist, Instructional Computing Specialist, Family Resource faculty or any similar assignment which is essentially self-scheduled, will have 33 hours of professional

duties related to their job description, yearly goals, and assigned tasks and seven hours of self-directed time. Scheduled training time occurring in these assignments will be calculated on the 24 contact hour basis.

- G. All faculty members may be required to prepare a work plan for use of self-directed time, and may be evaluated on the effectiveness of the use of self-directed time. As professionals, faculty members shall utilize self-directed time in tasks and activities which relate to their position assignment and conform to Board policies.
- H. With prior approval of the Administration, any instructor who spends more than 68 hours per contract year or more than 33 per quarter on preventative equipment maintenance may be compensated at non-instructional overload rates.
- I. Faculty members who are teaching an overload within their regular subject matter assignment during the school year or who are employed during summer session to teach within their regular subject matter area shall be compensated from the overload and summer session schedule as outlined in Article 15 of this Agreement.

Faculty members teaching an overload or summer session course outside their regular subject matter assignment will be compensated from the salary schedule established by the Board for part-time instructional personnel. Determination of the rate of compensation shall be made prior to the first class meeting.

- J. After all regular assignments have been made, including the instructional administrator's assigned workload, full-time faculty members shall be given first choice on a rotating basis during fall, winter, and spring quarters to teach overload classes within the department or program to which they are assigned. Faculty members will have first choice for either 13.33 percent or 15.56 percent, based on their normal assignment, of an annual teaching load within their regular subject matter area.

Full-time faculty members shall have first priority for teaching summer session courses in the department to which they are assigned after the instructional administrator's load is assigned. First priority for summer non-credit instruction shall be limited to 50 total contact hours. Assignment of summer session courses or other summer workload shall be made on a rotating basis determined by the Administration.

- K. Except instructors with less than one full year of seniority, the Board shall make reasonable effort to provide adequate advance notice prior to assigning a faculty member to teach a course for which he/she has not previously been approved by the Office of Academic Affairs, but this provision shall not abridge the right of the Board to make work assignments in response to student needs.
- L. An instructional faculty member's assigned student-related activities may include one new course development per year, unless the Administration shall determine other assigned duties create a full-time workload.

In addition, at the request of and with the prior specific written approval of the Administration, a faculty member who develops a course(s) new to the curriculum may be compensated at the rate of not more than ten non-instructional hours for each credit of the new course or by a mutually agreed amount of compensation and/or release time.

The Board shall not be liable for additional compensation beyond the basic contract for 1) new course development voluntarily undertaken, 2) work which is essentially normal revision or updating of a faculty member's course(s), or 3) course or curriculum development performed as a part of a faculty member's primary assignment (as in the case of faculty hired to implement new or revise existing programs).

- M. The current year's Proportional Pay policy memorandum shall be reviewed annually by the Issues Clarification Committee.

ARTICLE 9 - Insurance

- A. Effective December 1, 1991, through June 30, 1992, the following conditions for insurance coverage will exist:
- (1) The Board agrees to provide employee-only insurance coverage for all faculty members: medical, dental, vision, life and LTD.
 - (2) Faculty members will not be provided the option of "opting out" of any insurance coverage.
- B. Effective July 1, 1992, through June 30, 1993, the following conditions for insurance coverage will exist:
- (1) The Board agrees to provide employee-only insurance coverage for all faculty members: medical, dental, vision, life and LTD.
 - (2) Faculty members will not be provided the option of "opting out" of any insurance coverage.
 - (3) The Board agrees to pay 30 percent of the cost incurred for dependent medical, dental and vision insurance coverage above the cost of the individual insurance coverage.
- C. An insurance committee will continue to set criteria for employee benefit insurance coverage and to convey the consensus of the committee to the College President or his/her designee for implementation. The Association shall appoint three representatives to serve on the committee, which may also include equal representation of Classified and Management Associations should they choose to participate. Meeting times, dates, and places are to be determined by the committee.
- The Director of Human Resources or his/her representative will serve, on behalf of the Board, as an ex officio member and chairperson of the Committee. The Director will set forth and monitor the legal requirements and time schedules as necessary to ensure legal compliance and continuity of coverage.
- The Linn-Benton Community College Board reserves the right to select the insurance carrier(s).
- D. During the term of this Agreement a faculty member shall also be covered by liability insurance while acting within the scope of his/her duties. Such coverage, as well as all other insurance programs, will be comparable to that currently provided and in force as of June 30, 1991.

ARTICLE 10 - Reduction

The parties recognize the goal of the institution is educational excellence and the maintenance of a full-time faculty is of paramount importance to the achievement of the institution's objectives.

- A. The parties recognize reduction of faculty positions may become necessary as a result of major decline in enrollments, technological changes, or lack of financial resources. These conditions may result in curtailments or elimination of departments, programs, disciplines or courses as determined by the Board. A list of departments, programs, and disciplines (D.P.D.) will be

provided to the Association no later than October 15 each year. A faculty member is a member of the largest work unit (department, program, discipline) in which he/she is qualified and has demonstrated teaching competency.

- B. When, in the opinion of the Board, reduction may be forthcoming, the Board or its designee will meet and discuss the circumstances necessitating reduction with representatives of the Association prior to implementing such reduction. Such meeting will provide opportunity for input from the Association regarding possible alternatives to a reduction.
- C. Appropriate reduction of entire D.P.D. or of portions of D.P.D. shall follow a procedure that determines the effect on LBCC's ability to provide quality academic and occupational education to the community and shall consider such factors as inadequate financial resources and low student enrollment. Additional factors suggested by the Board, the Administration, or the faculty, such as cost effectiveness and projected labor market information, may also be considered. Prior to making any decisions or recommendations, the Board or its designee will meet with representatives of the Faculty Association and discuss the factors affecting the implementation of the reduction.
- D. Both parties recognize communication can help to facilitate high morale and commitment of faculty during a period of reduction. Accordingly, an Association representative shall observe the meeting(s), excluding executive sessions of the Board of Education, at which specific decisions or recommendations regarding reductions in D.P.D. are made.
- E. Those faculty members affected by potential reduction will be encouraged to make themselves qualified for new positions through professional development monies.
- F. When reduction is to be implemented, the affected faculty and the Association shall be notified by the administration in writing by March 15 of the then current year with the reduction to be effective with the beginning of the following academic year. In the event of budget failures or major loss of state income the March 15 date will not apply and reduction will occur at the end of the term during which the written notification is given or 45 calendar days from the date the notification is given, whichever is greater.
- G. If reduction is implemented, the affected faculty member(s) will be notified in writing and the Association will be provided a list of the member(s) who are reduced. Reduction shall be made as circumstances require provided the following order shall be utilized within the D.P.D. in which reduction is to occur:
 - (1) The order of reduction shall be:
 - (a) faculty members not in the bargaining unit,
 - (b) faculty members in the bargaining unit who are on probation (as provided in Article 22),
 - (c) faculty members in the bargaining unit who are on trial service status,
 - (d) half-time or more, but less than full-time members of the bargaining unit,
 - (e) full-time faculty not affected by the provisions above.
 - (2) Temporary faculty members hired as replacements for less than a 175-day term or to fill positions vacant because of approved leaves of absence shall not be entitled to the job protection provisions of this agreement (Articles 10 and 21), unless they have been selected to fill the position vacancy they occupy on a regular or continuing basis.

- (3) Persons employed by the Board whose direct compensation is provided for by federal, state, or private foundation funds or grants and whose anticipated duration of employment is normally for one year or less shall not be subject to the protection of this Article.
- (4) With respect to (1)(e) above, the order of reduction within the affected D.P.D. shall be determined by the Board using the criteria of demonstrated job performance first and seniority second. Demonstrated job performance shall be determined by appraisal (as provided in Article 21). Seniority shall mean the total length of continuous employment within the College as a contracted faculty member as provided in Article 1, minus the time spent on approved non-educational leaves of absence.
- (5) Prior to reducing any faculty member, the College will attempt to find other equivalent professional employment for which the affected faculty member would be qualified with demonstrated proficiency.

H. When reduction is implemented the following shall occur:

- (1) The Board shall provide each reduced faculty member with outplacement counseling in order to enhance opportunities for re-employment.
- (2) The Board shall continue the level of medical insurance benefits for the faculty member (as per this Agreement) for a period of nine months, or until the faculty member accepts re-employment, whichever occurs first.
- (3) The Administration will institute a recall list which, when implemented, will insure reduced faculty members who have recall rights ((5) below) will be offered re-employment in the reverse order of the reduction for positions for which they are qualified. In the event of the recalling of a position or the reopening of an eliminated position, the Administration shall notify the reduced members in writing of such by certified mail, return receipt requested, mailed to the faculty address of record. The faculty member shall have 15 calendar days upon receipt of the Administration notice to give an acceptance or rejection of such recalled or reopened position. In the event the member does not accept such position within the 15 calendar day limit or rejects the position offered, then the position shall be deemed open and the Administration may fill it from the next reduced faculty member on the recall list. If no qualified member remains on the recall list for a position, then that position shall be deemed open for persons not on the recall list.
- (4) The recalled faculty member shall be entitled to reinstatement of accumulated seniority (as defined above and in this Agreement) and unused sick leave (both as on record at the time of placement on recall) upon the date of re-employment.
- (5) Only faculty members who are reduced or faculty who have received written notice of potential reduction who terminate their employment at the College as a result of such notice, and who meet the definitions in G(1)(b), (c), (d), or (e) shall be given recall rights within their area of previous employment or other area for which they may be qualified or have become qualified through this Article and Agreement. All other faculty members reduced in accordance with this Article 10 shall not have recall rights. Recall rights shall be effective for 15 consecutive months for the duration of this Agreement (beginning from the date of the reduction of the affected faculty member).
- (6) Faculty or other persons reduced who meet the definitions in G(1)(a), G(2), or G(3) shall have no right to appeal such reduction(s) through this Agreement. All other faculty members reduced must utilize the grievance procedure of this Agreement before

resorting to any other appeal process to contest arbitrary or capricious actions taken by the Board and/or the Administration under the provisions of this Article; however, such a grievance shall be initiated at Step 3 and shall conform to all requirements therein.

ARTICLE 11 - Initial Placement and Salary

A. The appropriate salary step for initial placement for new full-time faculty members hired during the duration of this Agreement will be determined by 1) performance competence estimated from prior experience in a position comparable to the opening at LBCC, plus 2) the total number of point credits assigned for subject matter competence in accordance with the following:

- (1) Performance Competence: Salary credit for prior experience as a faculty member, librarian, counselor, or coordinator will be given only if the experience is directly comparable to the job duties and workload of the open position at LBCC. (This may include experience as a librarian or counselor in other than school situations and occupational experience such as a training supervisor for an apprentice program.)

TO A TOTAL MAXIMUM OF 12 POINTS: Two points will be granted for the initial year of comparable experience. One point per year to a total of five will be granted for the next five years of comparable experience. Points granted for comparable experience for seven years or more will be at the rate of one-half point per year. A maximum of 12 points may be granted for comparable experience.

- (2) Subject Matter Competence:

TO A TOTAL MAXIMUM OF 12 POINTS (2 per year): (a) Educational Attainment: 1) Formal academic training (quarter system); years attainment = credit hours/45. (2 per year maximum). *2) Special technical training (quarter system); years attainment = 45 credit hours or 680 contact hours when credit hours are not available. (2 per year maximum).

TO A TOTAL MAXIMUM OF 12 POINTS (2 per year): (b) Technical work experience: Two points will be granted for the initial year of comparable technical work experience. One point per year will be granted for the next five years of comparable technical work experience. Points granted for comparable technical work experience for seven or more years will be at the rate of one-half point per year. A maximum of 12 points may be granted for comparable technical work experience.

TO A TOTAL MAXIMUM OF 2 POINTS (1 each maximum): *(c) Cards, journeyman status, certificates, degrees (only masters or doctors), licenses, etc., relevant to the subject area of the open faculty position (when point credit has not been assigned under a or b). Association memberships (i.e., O.V.A., A.H.E.A., etc.) are not eligible.

- B.* The appropriate administrator may consult with someone in the appropriate subject area in order to evaluate the relevance of special technical training, technical work experience, cards, certificates and licenses, etc., to the subject matter requirements of the open faculty position.
- C. After total points are computed, round to the nearest whole number.
- D. Any grievance concerning initial placement must commence during the first 60 working days of the faculty member's initial contract period.

- E. The initial salary placement of a new faculty member on the salary schedule will be as indicated below:

<u>Salary Step Schedule</u>	<u>Point Credits</u>
1	12 & under
2	13-16
3	17-20
4	21-24
5	25 & over

- F. Where feasible a faculty member as well as the department chairperson from the appropriate department shall be consulted in the selection of prospective regular or continuing members of the bargaining unit for that department.

ARTICLE 12 - Association Security

- A. Faculty members may have regular monthly dues to the Association deducted from their paychecks by so indicating on the form provided by the Board with the member's first annual employment contract. Such deductions will continue until the faculty member notifies the Payroll Supervisor in writing the deduction is to be changed or discontinued. All dues so collected shall be paid in the aggregate each month to the treasurer of the Association.
- B. Any faculty member who has not requested dues deducted under A above or who has not certified in writing to the Payroll Supervisor he/she has paid his/her dues directly to the Association shall be subject to an in-lieu-of dues representation fee equal to the regular dues amount minus any social, political or other fees not designated as attributable to collective bargaining as provided for in ORS 243.650(10) and (16).
- C. If the provisions of this Article are contrary to the bona fide religious tenets or teachings of a church or religious body to which a faculty member belongs, such member shall so notify the Payroll Supervisor and shall pay an amount equal to the in-lieu-of dues representation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the faculty member and the Association. Such member shall notify the Payroll Supervisor agreement has been reached.
- D. The Association shall certify in writing to the Board a majority of the members of the bargaining unit have approved the provisions of B above.
- E. The Association agrees to cooperate with and assist the Board and the Administration upon request in the defense of any actions the Board takes in the performance of its obligations under this Article. No grievances shall be allowed over the provisions of B above.
- F. All notice requirements under this Article shall be in writing.

ARTICLE 13 - Funding

- A. The parties recognize revenue needed to operate the College's educational and service programs and its facilities and operations are subject to established budget procedures and, in certain circumstances, to voter approval of levy amounts or of property tax limitation measures. The Board agrees to include in any proposed budget or levy amounts necessary to reflect the level of salary and benefits provided in this Agreement. The parties recognize, however, the Board does not guarantee passage of any such levy necessary for any particular level of employment in the bargaining unit.

- B. In the event of a revenue reduction (making it impossible to operate with current (faculty) staffing levels) due to a final levy defeat, a significant decline of state funds, a significant decline in student enrollment, or a property tax limitation, and when these funds are not replaced in some other manner, all salary and benefit provisions of this contract shall be subject to reopening on ten days written notice of either party. In such event, negotiations will commence within ten days following such notice, and salary and benefit levels shall be maintained for a 30 day negotiation period commencing with the date of such notice or for a longer period by mutual agreement. The Board agrees to discuss alternatives to staff and salary reductions during negotiations.
- C. Absent agreement during the renegotiation period, the parties agree to submit unresolved issues of salary and benefits to final and binding arbitration by an arbitrator chosen from a panel of seven names supplied by the Office of the State Conciliator. Such arbitration shall be on the basis of a choice between the last best offer submitted as a package by the Board and the last best offer submitted as a package by the Association not more than ten days prior to the arbitration hearing without deviation by the arbitrator as to the package or any component thereof submitted by either party. The cost of such arbitration, exclusive of council and witness fees, shall be borne mutually by both parties.

ARTICLE 14 - Severability

If any provision of this Agreement is held to be invalid by the operation of law and or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 15 - Faculty Salaries

- A. Each faculty member in the bargaining unit who has received a satisfactory performance appraisal and is to be contracted for the succeeding year shall advance one step on the salary schedule in each subsequent contracted work year, with the exception of faculty at the top step. Faculty members not meeting this criterion shall advance one step on the salary schedule effective the day following their receipt of a satisfactory performance appraisal. The following salary schedules will be in effect during this contract:

Salary Schedule <u>Step</u>	1991-92 Salary <u>Schedule</u>	1992-93 Salary <u>Schedule</u>
1	\$23,726	\$24,438
2	24,675	25,415
3	25,662	26,432
4	26,689	27,489
5	27,756	28,589
6	28,866	29,732
7	30,021	30,922
8	31,222	32,159
9	32,471	33,445
10	33,770	34,783
11	35,120	36,174
12	36,525	37,621
13	37,986	39,126
14	39,506	40,691
15	41,086	42,318
16	42,113	43,376

- B. Contracts will be adjusted proportionately for less than a full 175 days contract and/or less than a full-time contracted workload.
- C. Annual base salary specifically excludes overload compensation, summer-term pay, and adjustment for department chairperson duties or program coordinator duties.
- D. Placement and compensation for summer work and overloads for members of the bargaining unit shall be in accordance with the following schedule:

<u>Year*</u>	<u>1991-92</u>	<u>1992-93</u>
<u>CREDIT HOUR RATE</u>		
0	\$447	\$466
1	479	500
2	505	527
3	531	554
4	557	581
5	575	600
<u>CONTACT HOUR RATE</u>		
0	30.84	32.15
1	33.05	34.46
2	34.82	36.31
3	36.59	38.16
4	38.36	40.01
5	39.68	41.39
<u>HOURLY RATE</u>		
0	16.54	17.24
1	17.73	18.48
2	18.68	19.47
3	19.63	20.46
4	20.58	21.45
5	21.28	22.20

* Years are computed as number of years of full-time (or equivalent) professional employment completed at LBCC.

- E. The Board agrees to continue to voluntarily "pick up" each individually contracted faculty member's contribution to the Oregon Public Employees Retirement System as provided by Oregon Statute.

ARTICLE 16 - Association Rights

- A. Upon request, the Board will make its public records, as defined in Oregon law, available to the Association.
- B. The Association will be permitted to use the premises of the College for regular legal Association activities. The Association will schedule use of facilities through the established College scheduling procedures and agrees such use of premises shall not take priority over normal uses or interfere with the operations of the College.

- C. In compliance with this Article, the Board shall not require reimbursement from the Association for heat, light, power, maintenance or other normal "overhead" costs for scheduled usage. The Association will reimburse the Board for: 1) supplies, 2) materials, or 3) services which require payment by the Board to a third party. Exclusive use and location of office space will be on a space-available basis as determined by the educational or other needs of the College and student body. Every effort will be made to make space available.
- D. The District agrees to release the Faculty President from one three-credit class (or the equivalent thereof) per year with an option for the Faculty Association to buy an additional nine credits at the overload rate.

ARTICLE 17 - Copyrights and Patents

- A. Subject to applicable state and federal statutes, the parties to this Agreement agree the ownership of materials, processes, and/or inventions and the rights to copyright or patent the same shall be determined in the following manner:
 - (1) If the materials, process, or invention has been developed solely by and at the expense of a faculty member and if no instructional resources have been used, ownership shall vest in the faculty member.
 - (2) If the material, process or invention has been developed solely through the use of College resources (including faculty contract time), ownership shall vest in the College.
 - (3) If the material, process, or invention is to be developed through the use of the resources of both faculty member and the College, then a written agreement is to be developed stating the share of ownership belonging to the parties.

ARTICLE 18 - Professional Development

- A. The purpose of Professional Development is to benefit faculty members and the District by providing the opportunity for eligible faculty members to secure additional education, training, and/or experiences that will enhance their competencies to carry out their College duties while adding to the instructional quality of the District.
- B. Professional Development activities may include workshops, seminars, conferences, travel, additional educational course work, research or projects, work experience programs, or any other such form of professional development activity which is related to the faculty member's instructional area and/or which would be of direct benefit to the educational program and the quality of instruction for which the instructor is or will be responsible.
- C. The amount of money to be allocated for faculty professional development will be determined by multiplying the number of contracted faculty members employed by LBCC during January of the prior year by \$265 for 1991-92, and \$325 for 1992-93.

Monies for this purpose not expended in a fiscal year shall be rebudgeted into this category for the succeeding fiscal year.
- D. Each applicant shall file a formal application for Professional Development as per the guidelines as established by the Professional Development Committee. The application shall state the individual's objectives, the means to attain them, and the expected benefit to the College.

- E. All applications will be reviewed by the Professional Development Committee appointed by the College President. All members of the Committee shall be members of the faculty bargaining unit, except the Committee will also include one ex officio member from the Human Resources Department. The Committee shall consider each applicant's proposal and its potential for providing specific benefits to the District and its students. The Committee will also review these proposals for consistency with the College's staff development plan, goals and priorities. After a review of all applications, the Committee will recommend to the College President a course of action for each proposal. All Professional Development grants must be approved by the College President.
- F. A faculty member who has been granted professional development monies may be required by the Professional Development Committee to agree in writing to remain for at least three academic quarters of service for the District subsequent to the funded activity or repay all funds received under that grant.
- G. There may be Professional Development activities that might appropriately require extended periods of time to accomplish. These activities might include, but not be limited to, learning new methodologies related to the faculty member's instructional area, specific research or creative efforts related to the instructional area, enrollment in studies to complete the requirements for a related degree or certificate, or to prepare a new course. Each year the College will provide the equivalent of two, full-time extended educational leave grants at one-half pay for 1991-92, and three-quarter pay for 1992-93 (or a total of 45 credit hours or 66 lab hours each, or a combination thereof), plus employee-only insurance coverage during these grants, in addition to the monies described in subsection C of this Article. These leaves may be granted from one to three terms. A faculty member granted an extended educational leave grant agrees to return to service for the District for an amount of time equal to twice the length of the extended leave. Otherwise, all leave funds the staff member received under that grant from the District must be repaid in full.
- H. Faculty members returning from approved professional development leave will retain all seniority credits and sick leave accrued prior to the first day of leave. Returning faculty members shall be placed at the salary level which would have been attained had the faculty member not been on leave.

ARTICLE 19 - Extended Leave of Absence

- A. A faculty member who has served for five years or equivalent of continuous full-time service shall, upon approval, be granted an extended leave of absence without pay for up to one year. A faculty member who has served for ten years or equivalent of continuous full-time service shall, upon approval, be granted an extended leave of absence without pay for up to two years. Requests for such leaves shall be made to the President at least 90 days in advance of the commencement of the leave. No request for extended leave shall unreasonably be denied.
- B. If an extended leave of absence is undertaken for an approved educational purpose, the returning faculty member shall be placed at the salary level which would have been attained had the faculty member not been on leave. Sick leave will be retained and not accrued during the leave.
- C. If an extended leave of absence is taken for reasons other than an approved educational purpose, and the faculty member returns in a different contract year than the contract year in which the leave commenced, the returning faculty member shall be placed at a salary level equivalent to the last base salary received plus any scheduled increase for the contract year in which the faculty member returns. Sick leave and seniority rights shall be retained but not accrued during the leave period. Faculty members will return to employment in the College in the same or equivalent position as that held prior to the leave.

- D. Faculty members shall receive no pay or benefits from the College during the leave, but shall have the option of remaining in the College insurance plan group by reimbursing the College in advance on a monthly basis for insurance fees.

ARTICLE 20 - Tuition Waiver

The Board agrees to waive tuition for classes with a dollar value equal to the resident tuition rate for nine credits per term:

- A. The faculty member may pre-register for one class.
- B. The faculty member or dependents may register for classes during the normal registration period up to the dollar amount remaining after a faculty member exercises A above.
- C. Additional classes may be added by the faculty member or dependents by paying regular student tuition.
- D. Classes may be taken by the faculty member at no tuition cost if the supervisor assigns them to enhance his/her professional skills.
- E. In addition to A and B above classes may be taken by the faculty member at no tuition cost on a space-available basis and registered for on the Friday before the class begins.

ARTICLE 21 - Appraisal

- A. Appraisals will be completed to analyze a faculty member's performance, to measure that performance against standards set by the Administration; and, if warranted, appraisals will be utilized to assist the faculty member to achieve or exceed satisfactory levels of performance. Trial service faculty will be appraised in writing on an annual basis utilizing methods listed in B. After satisfactory completion of trial service, a faculty member will be appraised on a biennial basis through year nine with the College. Starting with year nine, the appraisal process will be completed once every three years. Following trial service, exceptions to these time periods may be made by either the administrator or faculty member.
- B. Appraisal will be by student assessment when appropriate (exceptions might be librarian, media specialist) and will include, but not be limited to, at least three of the following methods:
 - Written appraisal by supervisor
 - Self-appraisal
 - "Customer" appraisal
 - Classroom visitation
 - Discussion between supervisor and faculty member
 - Peer appraisal
 - Stated objectives, achievement
 - Video tape replay
- C. Appraisals will not be conducted or applied in a capricious or arbitrary manner. Before a faculty member is disciplined for job performance, the appropriate appraisals will be completed by the Administration.
- D. Student assessments shall be distributed and collected by a disinterested person appointed by the Dean and no later than two weeks before the end of the term.

- E. Appraisals, letters, reprimands and other documents not pertaining to initial employment may be permanently removed from the personnel file upon written request from the faculty member to the appropriate Dean.

ARTICLE 22 - Discipline and Retention

A. Discipline

- (1) Recognizing faculty members need to and will strive to adhere to the highest ethical and professional standards of performance and conduct, the Administration and/or the Board shall impose discipline on faculty members only after a finding of cause by the Administration.
- (2) Discipline will be progressive in application commencing at such point as may be reasonably determined by the Administration based upon the severity of the faculty member's action or inaction warranting discipline.
- (3) Discipline shall include only the following, but may not be administered in such order depending upon the severity of the action or inaction in question: verbal warning, written warning, written reprimand, probation, continuation on trial service status, suspension with or without pay pending further action, return to trial service status, and termination.
- (4) In addition to the provisions of A(1) through A(3), the following shall apply if the discipline to be imposed is probation:
 - (a) The appropriate administrator, in consultation with the immediate supervisor, will determine if cause exists to support a decision for probation.
 - (b) Documentation to support a finding of cause shall include as a minimum:
 - (i) a written statement of the grounds for the probation;
 - (ii) a finding the affected faculty member was notified in writing of the grounds for the probation;
 - (iii) a statement regarding a plan of action to remedy the condition(s) or performance problem(s) was developed and discussed with the faculty member. Such a plan of action shall include a statement of how the Administration will evaluate the expected change(s) of condition or performance and a timeline by which the expected change(s) are to be accomplished by the faculty member;
 - (iv) a finding the faculty member has not corrected such unsatisfactory condition or performance, according to the plan of action in (iii) above.
- (5) In addition to the provisions of A(1) through A(3), the following shall apply if the discipline to be imposed is termination:
 - (a) The appropriate administrator, in consultation with the immediate supervisor, will determine if cause exists to support a decision for such termination.
 - (b) Documentation, except in cases in which the Administration determines immediate action other than as provided for below is necessary to protect the interests of the College, shall include as a minimum:

- (i) a written statement of the grounds for the termination;
 - (ii) a finding the affected faculty member was notified in writing of the grounds for the termination;
 - (iii) a finding adequate time was available to the faculty member to correct the unsatisfactory condition or performance;
 - (iv) a finding the faculty member has not or will not correct such unsatisfactory condition or performance.
- (6) In addition to the provision of A(1) through A(3), the following shall apply if the discipline to be imposed is return to trial service status:
- (a) The appropriate administrator, in consultation with the immediate supervisor, will determine if cause exists to support the return to trial service status as an alternative to termination.
 - (b) Cause shall include as a minimum:
 - (i) a written statement of the grounds for return to trial service status;
 - (ii) a finding the affected faculty member was notified in writing of the grounds for return to trial service status;
 - (iii) a finding adequate time was available to correct the unsatisfactory condition or performance;
 - (iv) a finding the faculty member has not corrected such unsatisfactory condition or performance.
 - (c) A faculty member who has been returned to trial service status will have one year, or such lesser period of time but not less than 90 calendar days as determined reasonable by the Administration, to correct the condition or performance.
 - (d) A finding the faculty member has not or will not correct such unsatisfactory condition in the time period specified by (c) above will lead to nonrenewal or termination at the discretion of the Board and such nonrenewal or termination will not be subject to the grievance procedure.
- (7) In addition to the provision of A(1) through A(3), the following shall apply if the discipline to be imposed is continuation on trial status:
- (a) The appropriate administrator, in consultation with the immediate supervisor, will determine if cause exists to support the continuation on trial service status.
 - (b) Cause shall include as a minimum:
 - (i) a written statement of the grounds for continuation on trial service status;
 - (ii) a finding the affected faculty member was notified in writing of the grounds for continuation on trial service status;

- (iii) a finding adequate time was available to correct the unsatisfactory condition or performance;
 - (iv) a finding the faculty member has not corrected such unsatisfactory condition or performance.
- (c) A faculty member who has been continued on trial service status following the first three years of continuous employment will have one year to correct the condition or performance.
- (d) A finding the faculty member continued on trial service status has not or will not correct such unsatisfactory condition or performance in the time period specified by (c) above will lead to nonrenewal, and this nonrenewal will not be subject to the grievance procedure. Termination (at a time other than the end of a contract year) of a faculty member continued on trial service status will follow the procedure outlined in A(5) above.
- (8) Except in the case of nonrenewal while on continuation of trial service status or in the case of nonrenewal or termination while on return to trial service status, a faculty member who has been subject to disciplinary action as provided for in this Article, may appeal that discipline through the grievance procedure of this Agreement. The faculty member must utilize the grievance procedure before resorting to any other appeal or adjudication process available to him/her outside this Agreement. Failure to first use the grievance procedure shall waive the faculty member's right to the grievance procedure.

B. Retention

- (1) The Board shall give written notice by March 15 of each year to all faculty in its employ of their employment status for the following school year. The faculty member must notify the Board in writing on or before April 1 of his/her intent to accept or reject the renewal. The names of nonrenewed faculty will be forwarded to the Faculty Association.
- (2) For the first three years of continuous employment (trial service period) or during any other period of trial service status, the renewal or nonrenewal of a faculty member's annual contract shall be at the sole discretion of the Board. Faculty members shall have the full protection afforded by Article 22A except in the case of nonrenewal while on continuation of trial service status or in the case of nonrenewal or termination while on return to trial service status.
- (3) Annual contract renewal or nonrenewal decisions of faculty members on trial service during the first three years of continuous employment are not subject to the grievance procedure of this Agreement.
- (4) A faculty member who has been formally notified of a Board decision not to renew his/her annual contract may make a written request to the College President for an informal meeting with the Board to discuss the nonrenewal decision. If such a written request is received, the Board, or a committee thereof, will set a time and place to meet in executive session with the faculty member for such a discussion. An Association representative may attend the discussion if so desired by the member.
- (5) The nonrenewal of the contract of a faculty member having three or more years of continuous full-time employment shall be in compliance with the standards and protection afforded to faculty members under Article 22A.

- (6) The President of the College will notify faculty members in writing of the Board's decisions regarding renewal or nonrenewal of annual contracts. Copies of such notifications shall be sent at the same time to the Faculty Association.
- (7) Faculty members shall not have any property right in their employment relationship with the Board other than what may be conferred by this Agreement or by law. Nothing in this Agreement will be construed as conferring tenure in any form.

ARTICLE 23 - Issues Clarification Committee

- A. The major purposes of the Issues Clarification Committee include the clarification of the contract and related issues, solving contractual problems not addressed in the contract, communicating contract clarifications to the College President, faculty and management staff, and when appropriate, to submit recommendations to the College President for consideration/approval.
- B. Faculty member(s) will first try to reach an acceptable resolution to an issue with their Dean or Associate Dean. If not satisfactorily resolved, the issue may be sent, in writing, to the Issues Clarification Committee. The Issues Clarification Committee will try to resolve the issue by providing a clarification of the contract or by creative problem-solving to find a mutually acceptable solution.
- C. The Issues Clarification Committee will be comprised of six staff, plus a Human Resources representative as an ex-officio member/resource person. At least one member from each group will have participated in the last contract negotiations. Committee members will be appointed by the College President and the Faculty Association President, respectively.

ARTICLE 24 - Grievance Procedure

A. Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances as herein defined. A determined effort shall be made by the Board, the Administration, the grievant and the Association to settle grievances at the lowest possible level in this procedure. There shall be no suspension of work or interference with the operations of the College. Meetings or discussions involving grievances in these procedures shall not interfere with faculty duties or classroom instruction. It is expressly agreed the Association shall have the right to terminate a grievance at any step beyond Step 1 when the Association determines in good faith the grievance should not be prosecuted.

B. Definitions

- (1) Grievance: An alleged violation of a specific provision of this Agreement.
- (2) Grievant: A member or members of the bargaining unit who claim to be harmed or directly affected by an alleged violation of a specific term of this Agreement.
- (3) Days: Regular College business or working days.

C. Time Limits

- (1) The time limits herein shall be binding on all parties unless waived or extended by written mutual agreement between the grievant and the Administration. In cases where a grievance will be initiated or processed during a period in which the grievant would

not normally be actively employed, the grievant and the College may, by written mutual agreement, extend or modify the time limits herein as is appropriate. Both parties agree to act in good faith in extending or modifying time limits.

- (2) If a grievant fails to initiate his/her grievance within the time specified herein, the grievance shall be deemed waived.
- (3) If a grievant fails to process his/her grievance according to the time limits set herein, the grievance shall be resolved in accordance with the response of the Administration at the preceding step.
- (4) If the Administration fails to adhere to the time limits set herein, the grievance automatically advances to the next step.
- (5) The grievant shall discuss the grievance informally with his/her supervisor within 20 days from the occurrence of the grievance or 20 days from the grievant's first knowledge of the grievance or from the date the grievant reasonably should have known of the grievance. If the grievant is unable to physically comply with the above 20 day limit because of illness or injury, the grievant shall have two extra days (for a total of 22) in which to initiate the grievance. Informal discussion of the alleged grievance in a timely manner under this provision shall be a condition precedent to the filing of a written grievance under Step 1 herein.

D. Grievance Process

Step 1

If the matter remains unresolved under (5) above, the grievant shall submit a written grievance to the supervisor within 30 days following the occurrence of the grievance or 30 days from the grievant's first knowledge of the grievance or the date on which the grievant reasonably should have known of the grievance. The grievance statement shall be submitted on a form provided by the Association and shall contain: 1) a statement of the grievance and relevant facts; 2) the management action or inaction which violated the Agreement; 3) the specific provisions of the Agreement allegedly violated; and 4) the remedies sought by the grievant which would resolve the grievance. Any grievance to be filed under this procedure must be submitted to and approved by the Association prior to filing. The Association shall so signify by signature of the Association President, or representative, and the Association shall at that point become a party to the grievance. The grievant may be accompanied by an Association representative in presenting the grievance statement. The supervisor shall respond in writing to the grievant within six days; a copy of his/her response shall also go to the Association.

Step 2

If the grievance remains unresolved, the grievant shall submit the grievance statement to the next level of supervision within ten days from receipt of the supervisor's response. The next level of supervision shall meet with the grievant within ten days after receipt of the grievance and shall give a written response to the grievant within ten days thereafter. The grievant may be assisted by a representative of the Association at any such meeting.

Step 3

If the grievance remains unresolved, the grievant shall submit the grievance statement to the President within ten days from receipt of the response specified in Step 2. The President or his/her representative shall give a written response to the grievant within ten days after receipt

of the grievance statement. By mutual agreement, a meeting may be held between the grievant and the President in which event the time limit for response shall be ten days from such meeting. If a meeting is held the grievant may be assisted by a representative of the Association.

Step 4

Grievances not settled in Step 3 of the grievance procedure may be appealed to arbitration provided written notice of a request for arbitration is made to the President or his representative within ten days of receipt of the answer in Step 3. When a timely request has been made for arbitration, the parties to this Agreement or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten days of the request for arbitration jointly request the Oregon State Conciliation Service in Salem, Oregon, to submit a list of five arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining name shall act as the arbitrator. The arbitrator shall schedule a hearing and, after hearing such evidence as the parties desire to submit to support or deny the grievance statement, shall render a written decision and opinion within 30 calendar days following the close of the hearing. The arbitrator shall have no power to substitute his/her judgment for that of the Board in any matter not specifically contracted away by the Board in this Agreement. A decision and opinion of the arbitrator shall, within the scope of his/her authority, be binding upon all parties.

E. Miscellaneous

- (1) The Board and the Association will share equally in the joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.
- (2) There shall be no restraint, interference, discrimination or reprisal exerted over any faculty member choosing to use these procedures.
- (3) All documents, communications and records of a grievance will be retained on file by the College as long as the affected faculty member remains an employee and for a period of two years after termination of his/her employment.
- (4) Each party shall be responsible for its own witness and counsel fees and the cost of the copy of the transcript, if ordered.
- (5) The Association may initiate a written grievance involving an alleged violation of Article 12 or 16. Any such grievance shall be initiated at Step 3 within ten days following occurrence or Association knowledge of the occurrence giving rise to the alleged grievance. Any such grievance shall be on the form specified in Step 1 and shall comply with the requirements of Step 1. The parties agree this procedure shall be exclusive.
- (6) Once a grievance is filed under Step 1, the Association shall be considered as exercising ultimate control over and responsibility for the grievance and shall be considered as the grievant under each step of this grievance procedure. A grievance which affects more than one bargaining unit member may be filed by an individual faculty member who is adversely affected on behalf of other faculty members who are similarly situated. In such event all such grievants shall be identified in the grievance which is filed at Step 1 hereof and shall be bound by the outcome of the grievance.

ARTICLE 25 - Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interest of either the individual faculty member or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to the purpose of an institution of higher education and is applied to both teaching and research. The manifestations of academic freedom are found in the free search for truth and its free exposition. Faculty members are entitled to the freedom to present their subject in the classroom, but they shall not introduce into their teaching controversial matters having no relationship to their subject and the approved course outline. Within the education process, an open atmosphere will exist to permit freedom of thought, intellectual exploration, and exchange of ideas. The future of the community, state and nation depends upon a continuing strong educational system which is based upon the highest principles of academic freedom.

- A. Faculty members shall have the responsibility to present their courses in the manner deemed appropriate for those courses.
- B. Faculty members will initially select the appropriate textbooks and other instructional or informational materials for their subjects or areas of concern. When necessary, the Administration shall have final authority in the selection of textbooks, alternate textbooks and other instructional or informational materials.
- C. Faculty members shall maintain the first right and responsibility to determine grades and other evaluations of students. This shall not abridge students' rights to appeal grades through the proper procedures.
- D. The personal life of a faculty member is generally not a concern of the institution except to the extent it affects the faculty member's ability to perform contractual duties. College faculty members are citizens, members of a learned profession and members of a particular institution. When speaking as an individual or citizen, faculty members should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. Hence the expectation is faculty members should be accurate, will exercise appropriate restraint, show respect for the opinions of others and shall make every effort to indicate they are not speaking for the institution.
- E. Faculty members may initiate activities and events which enhance the image of the College as an active member of the community and take an active leadership role in addressing contemporary issues.

ARTICLE 26 - Department Chairpersons/Program Coordinators

- A. The College will maintain written point systems for determining compensation for department chairpersons and for program coordinators. The purpose of the point systems will be to provide consistent compensation placement for these responsibilities throughout the campus. The College will provide the Association with a copy of the point systems no later than October 15 each year.
- B. Compensation for department chairs will be the equivalent of six credits at the highest overload rate per year plus release time. A point system will be used to determine the amount of release time, which will range from three to nine credits released per year. With the approval of the Dean or Associate Dean, the amount of compensation may be used by the department chair to buy release time at the highest overload rate.

Department chairs forego all rights to teach an overload as outlined in Article 8 during the academic year(s) they serve as department chair.

Program coordinators will receive compensation that ranges from the equivalent of two credits of overload to five credits of overload. A point system will be used to determine the compensation for each program coordinator. With the approval of the Dean or Associate Dean, the amount of compensation may be used by the program coordinator to buy release time at the highest overload rate. Program coordinators forego all rights to teach an overload (Article 8) during the academic year(s) they serve as program coordinator if they opt to buy release time.

- C. The Dean/Associate Dean will submit the explanation of placement on the point system which shall be in writing to the faculty member during the term(s) for which the responsibility is assigned.
- D. Through the Issues Clarification Committee, the Faculty Association may initiate a review and/or revision of the criteria and point systems for determining compensation. Such review shall provide faculty access to background and support information, opportunity to present and have considered faculty positions in written and/or oral form.

ARTICLE 27 - Sick Leave

- A. Sick leave is an employee benefit. Faculty on 175 day contracts will accrue ten days of sick leave per school year. Faculty members who are contracted in excess of 175 days or work during the summer shall receive additional sick leave on an incremental basis. The maximum sick leave earned in a year shall be 12 days. The maximum summer term sick leave earnings will be 16 hours. The following chart shall be used to calculate incremental summer sick leave earnings.

<u>Credit</u>	<u>Contact</u>	<u>Hourly</u>	=	<u>Sick Leave</u>
3	50	66	=	4 hours
6	100	132	=	8 hours
9	150	200	=	12 hours
12	200	264	=	16 hours

- B. Faculty may use sick leave during any time they are scheduled to work. Sick leave shall be used on any day in which the faculty member is on employed status and the faculty member is absent due to personal illness or for illness within the faculty member's immediate family or household which, in the faculty member's judgment, requires his/her presence.
- C. Contracted faculty members substituting for their colleagues who are on sick leave will receive overload pay.
- D. Unused sick leave will accrue on an unlimited basis and one-half of unused sick leave may be used in the calculation of the faculty member's PERS benefit.
- E. Each member of the bargaining unit shall have access to a maximum of two days of personal/emergency leave per year for the purposes of attending to a bona fide emergency (urgent, unforeseen occurrence requiring immediate action) or for personal business (e.g., legal matters, business matters, parent/teacher conferences) which cannot be scheduled outside regular hours of work. Personal/emergency leave days will be charged to accumulated sick leave.

Personal/emergency leave days will not be used for recreational purposes, Association business, to extend a weekend or holiday, for an absence due to inclement weather, or child care.

Except in cases of a bona fide emergency when circumstances would make prior notice impractical, a written request for personal/emergency leave must be made to the Dean or designee five days in advance and should contain the reason or reasons why the leave is necessary. In cases of emergency, approval of such requests may be granted after the leave is taken following the submission of the written request.

ARTICLE 28 - Personnel Files

- A. A faculty member's personnel file shall be maintained under the control of the Director of Human Resources. Such files will be used only in accordance with Oregon laws pertaining to public employee personnel records.
- B. A faculty member shall have the right, per Oregon law, to review, upon request, the contents of his/her personnel file. A representative of the Association may, at the faculty member's request, accompany him/her in this review.
- C. A faculty member's supervisor may add information to the personnel files at any time. The faculty member shall be required to initial all data prior to its inclusion with the understanding such signature merely signifies such materials have been read and does not necessarily indicate agreement with its contents. Any materials placed in the personnel file shall be placed there within 15 working days from the time of the faculty member's signature. Any written response of the faculty member shall be entered into the file within 15 working days of its presentation to the Director of Human Resources.
- D. Any personnel records which have been used to evaluate the faculty member will be maintained in the personnel file.

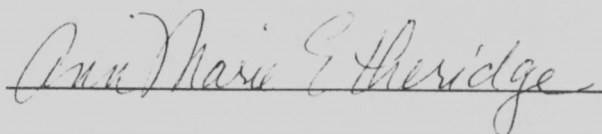
ARTICLE 29 - Term of Agreement

- A. The parties acknowledge during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of wages, hours and conditions of employment, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties.
- B. This Agreement shall be effective as of July 1, 1991, shall be binding upon the Board, the Association and its members, and shall remain in full force and effect through June 30, 1993.

ARTICLE 30 - Executive Signatures

Executed this 9th day of November, 1991, at Albany, Oregon, by the undersigned officers by the authority of and on behalf of Linn-Benton Community College Board of Directors and the Linn-Benton Community College Faculty Association.

FOR THE ASSOCIATION



FOR THE BOARD

