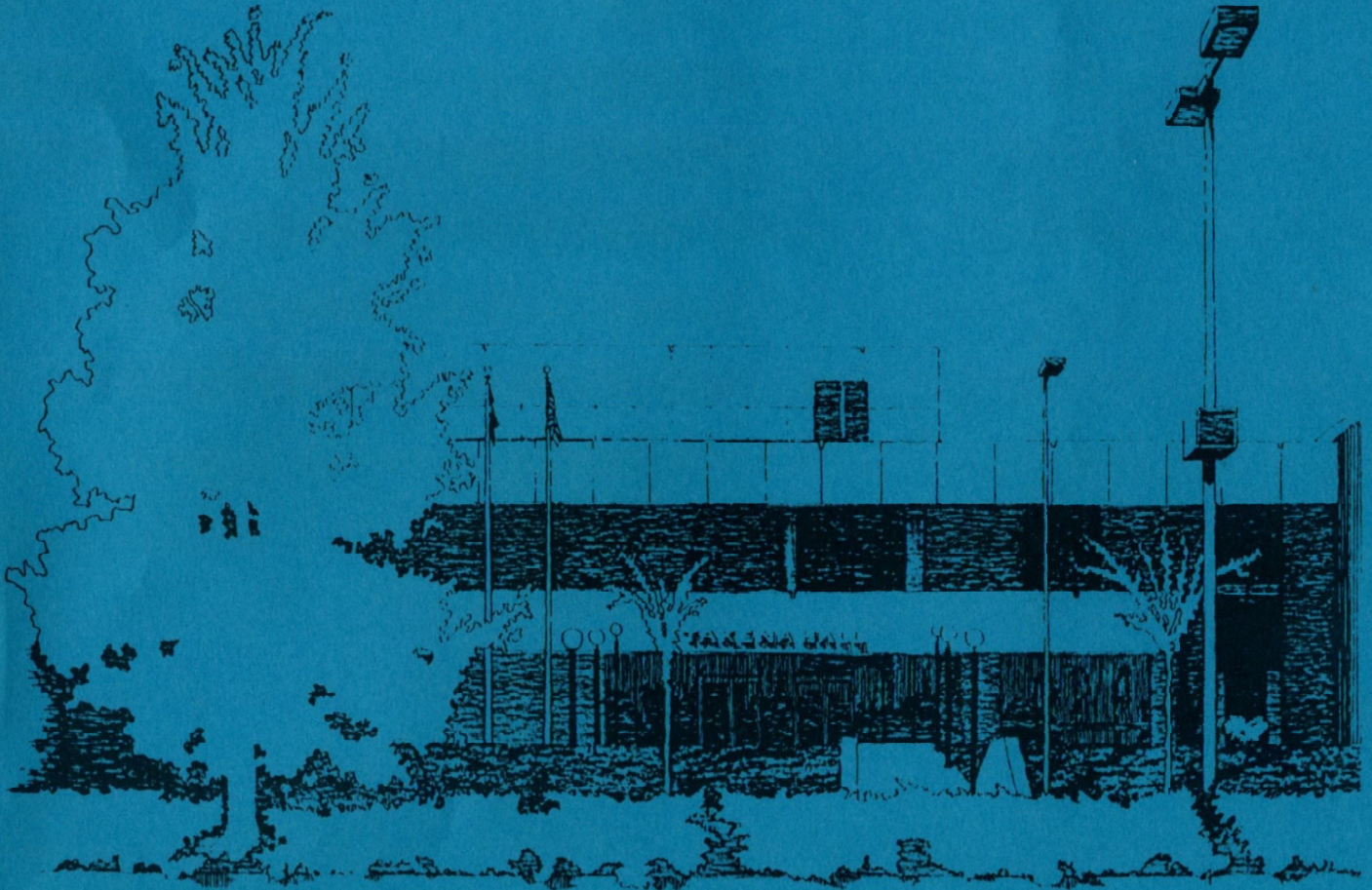


AGREEMENT

EFFECTIVE JULY 1, 1991 THROUGH JUNE 30, 1994

An agreement between
**Linn-Benton Community College and the
Linn-Benton Community College
Classified Association.**



A COLLABORATIVELY DEVELOPED AGREEMENT
FOR 1991-1994

On behalf of the participants who developed this Agreement, we would simply like to say that it was truly a collaborative process. This Agreement is intended to protect and serve the rights and responsibilities of the classified and administrative members of Linn-Benton Community College, and we mutually supported our partners' efforts throughout the collaborative bargaining process to provide continued equity, growth, job enhancement, and job security for our classified employees. During negotiations both teams worked hard at:

- * Focusing on concerns, not individual people.
- * Uncovering "interests" versus taking "stands" or positions.
- * Mutually sharing information.
- * Creatively looking for options to arrive at mutual benefits.
- * Constructive brainstorming and joint exploration of solutions to our various "interests."

Throughout negotiations our intent has been to satisfy the concerns, needs, and interests of as many people comprising both of our constituencies as possible --- doing so in a professional, mutually respectful fashion. While extremely time-consuming and many times difficult/challenging, we believe in the process which was used and in its outcomes. Our hope is that the spirit which pervaded these collaborative negotiations will be kept secure during the administration and utilization of this three-year agreement. We, the undersigned, have put forth every effort to uphold the integrity and standards established by the Linn-Benton Community College/OSEA contract:

<u>Brian Brown</u> Brian Brown	<u>Cheryl Kovalik</u> Cheryl Kovalik	<u>Lance Popoff</u> Lance Popoff
<u>Margi Dusek</u> Margi Dusek	<u>George Kurtz</u> George Kurtz	<u>Jackie Schweitzer</u> Jackie Sweitzer
<u>Ed Edwards</u> Ed Edwards	<u>Mary Mann</u> Mary Mann	<u>Theresa Thomas</u> Theresa Thomas
<u>LeRoy Heaton</u> LeRoy Heaton	<u>Bob Miller</u> Bob Miller	<u>Joan White</u> Joan White
<u>Cindy Hogan</u> Cindy Hogan		

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PREAMBLE

This agreement is made and entered into this 21st day of August, 1991, A.D., by and between the Linn-Benton Community College Board of Education (hereinafter referred to as the Board) and the Oregon School Employees Association Chapter 151 (hereinafter referred to as the Chapter). 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 employment relations for classified personnel included in the bargaining unit.

ARTICLE 1 - Definitions

For the purpose of this Agreement, the following words shall be so defined:

- A. Acting in Capacity - An employee assigned the duties and responsibilities of a higher rated position.
- B. Administration - Those administrators acting on behalf of the Board.
- C. Association - The statewide Oregon School Employees Association.
- D. Bargaining Unit - All LBCC classified employees, members and non-members of the Chapter, covered by this Agreement.
- E. Board - The elected or appointed Board members of the LBCC District.
- F. Chapter - The local LBCC classified staff organization related to OSEA Chapter 151.
- G. Classified Employee or Employee - A member of the bargaining unit as defined in Article 2, subsection A.
- H. Days - Regular working days.
- I. District - The Board, the Board's authority, and those administrators to whom such authority is delegated.
- J. Frozen Position - A vacant bargaining unit position which is not refilled for ninety (90) calendar days or less.
- K. Full-time Employee - Employee who works forty (40) hours a week at least nine (9) months per year or thirty (30) hours a week, twelve (12) months per year.
- L. Half-time Employee - Employee who works twenty (20) hours a week, at least nine (9) months per year.
- M. Job Share - Two (2) or more part-time employees share the duties of what has previously been or would ordinarily be a single full-time position.
- N. On-Call - When an employee is required to be available on call outside his/her normal working schedule.
- O. Organizational Unit - A unit headed by the President, Vice President, or a Dean.
- P. Reduction in Work Force - When a position is reduced to a level that would remove it from the bargaining unit, as well as positions not refilled after ninety (90) calendar days.

- Q. Special Classified Employees - Those employees hired to fill positions funded by grants or contracts. Such employees are not subject to Article 21, subsections A, B, or C.
- R. Substitute Classified Employees - Those employees hired to fill bargaining unit positions for a specific period of time when a bargaining unit employee is on a leave of absence.
- S. Three-quarter-time Employee - Employee who works thirty (30) hours a week, less than twelve (12) months per year.
- T. Work Unit - As defined by management each year on October 1. The number of work units will not exceed eighteen (18), with not less than seven (7) employees per unit.

ARTICLE 2 - Status of Agreement

- A. The Board recognizes the Chapter as the exclusive collective bargaining representative for employment relations for all regular and special classified personnel employed by the Board who work at least twenty (20) hours per week, during at least nine (9) calendar months per year.
- B. A substitute employee hired to fill a bargaining unit position whose incumbent is on an approved unpaid leave of absence for sixty (60) calendar unpaid days or more will be included as a member of the bargaining unit and will be eligible for benefits and/or provisions as described in Article 11 and Article 29-G.
- C. All designated supervisors, all administration and management staff members, four exempt executive secretaries including the secretary to the President and the Human Resources' secretary, work-study employees and those employees not meeting the provisions of A and B above are specifically excluded from the bargaining unit.
- D. The provisions of this contract shall not be construed as obligating the Board in any way to continue any functions, procedures, or policies, except in those cases where alteration would be contrary to the provisions of this Agreement.
- E. The Board shall produce two signed copies of the final agreement for the records. One copy shall be retained by the Board and one copy shall be retained by the Chapter.
- F. This agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of Linn-Benton Community College which are contrary to its terms.

ARTICLE 3 - Headings

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

ARTICLE 4 - Savings Clause

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal or 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 Chapter, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provisions.

ARTICLE 5 - Nondiscrimination

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

ARTICLE 6 - Interruption of Work

The Chapter and its members, as individuals or as a group, will not cause, permit, or participate or join in any strike, work stoppage, 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 Chapter agrees to encourage employees covered by this Agreement to return to work immediately. There will be no lockout of employees covered by this Agreement by the Board as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 7 - Board Functions

- A. It is recognized the Board has and will continue to retain the rights and responsibilities to operate and manage Linn-Benton Community College's programs, facilities, properties, and activities of its employees, except as limited by this Agreement.
- B. Without limiting the generality of the foregoing (subsection A), it is expressly recognized the Board's operational and managerial responsibility includes by itself and/or through its Administration:
 - 1. The right to determine location of the educational and service programs and other facilities of the District.
 - 2. The determination of the financial policies including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 - 3. The determination of the managerial, supervisory and/or administrative organization of each department or division or facility in the system and the selection of employees for promotion to supervisory, managerial, or administrative positions.
 - 4. The maintenance, control and use of the District's properties and facilities.
 - 5. The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.
 - 6. The right to enforce policies, rules, and regulations now in effect and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.
 - 7. The direction and arrangement of all working forces in the system including the right to hire, suspend, discharge, or discipline employees.
 - 8. The creation, combination, modification, or elimination of any position.

9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employee performance.
 10. The right to determine and schedule work, assign workloads, and to approve and authorize the processes, techniques, methods, and means by which work is accomplished.
 11. The right to introduce new and improved methods of operation.
 12. The right to require employees to work a reasonable amount of overtime.
- C. Nothing in the Agreement shall limit in any way the Board's contracting or subcontracting of work or shall require the Board to continue in existence any of its present programs, in its present form and/or location, or on any other basis.
- D. The District will provide the Chapter the opportunity to meet and discuss with the Administration prior to actions which the District believes would reduce existing jobs.

ARTICLE 8 - Association Rights

- A. The District recognizes its public nonconfidential records are available for inspection by representatives of the Chapter during regular working hours.
- B. Following District priorities and procedures, the Chapter shall be allowed use of office equipment, as needed, to provide information to the classified employees. Costs of services, such as duplication, printing, or computer time, provided by the District at the Chapter's request, will be reimbursed to the District by the Chapter.
- C. The Chapter shall be permitted use of Linn-Benton Community College's premises and facilities without charge for legal Chapter activities provided such use is scheduled through scheduling priorities and procedures.
- D. In complying with the provisions of this Article, the District shall not assess the Chapter for indirect costs such as heat, lighting, power, or incidental uses of office equipment, but shall be reimbursed for direct costs for food preparation, special setups, equipment rentals, or consumable supplies. In no event shall the Chapter be required to pay a greater amount than that required by the District or other noncommercial organizations.
- E. Incidental use of District supplies by the Chapter is permitted. Provisions of supplies or other assistance for negotiation of a successor Agreement cannot be required of the District.
- F. Chapter members may attend Association meetings during normal working hours not more than one hour per month without loss of pay. Such regular Association meetings will be scheduled in advance at a time agreeable to the Linn-Benton Community College President.
- G. The District agrees to provide all employees in the bargaining unit a copy of the Agreement within thirty (30) days following the first effective date of this Agreement.
- H. The District agrees to provide the Association President one hour per week on a regular schedule to be available to conduct Association business. In addition, the Association President and/or their designee will be granted time off without loss of pay, to serve on College-wide committees and for matters of mutual concern to the District and the Association.

- I. The District agrees to provide the Association representative, appointed or elected (by approved procedures) to District-wide committees, time off without loss of pay, to attend the meetings of the committee.

ARTICLE 9 - Chapter Security

- A. Chapter members may have regular monthly dues of the Chapter deducted from their paychecks by so indicating on the form provided by the Board when an employee is first hired. Such deductions will continue until the employee 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 Chapter.
- B. Any member of the bargaining unit who has not requested dues deducted under subsection A of this Article or who has not certified in writing to the Payroll Supervisor he/she has paid his/her dues directly to the Chapter shall be subject to an in-lieu-of dues representation fee of current dues as provided in ORS 243.650 (10) and (16). Such involuntary in-lieu-of dues payments shall be deducted from the employee's paycheck. All such payments shall be paid in the aggregate each month to the OSEA Central Office. By August 1 of each year of this Agreement, the Chapter shall notify the Payroll Supervisor in writing of the amount of the in-lieu-of dues representation fee for the succeeding year. It is understood by the parties to this Agreement payment of an in-lieu-of dues payment does not obligate an individual to become a member of the Chapter.
- 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 classified employee belongs, such employee 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 classified employee and the Chapter. Such employee shall notify the Payroll Supervisor agreement has been reached.
- D. The Chapter and its members of the bargaining unit agree to cooperate with and assist the Board and the Administration, upon request, in 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 subsection B of this Article.
- E. All notice requirements under this Article shall be in writing.

ARTICLE 10 - Employee Rights

- A. New employees shall serve a trial service period of six (6) months. A supervisor may extend trial service for not more than thirty (30) days. An employee will be notified in writing, no later than two (2) weeks prior to the completion of the six-month period, of extension, termination, or entitlement of regular status. Failure to notify will result in regular status.
- B. The Chapter recognizes the right of the District to discipline and/or terminate any trial service employee at any time for any cause, subject to review by the highest point of authority in the employee's respective organizational unit if so requested by the employee. The employee may be represented by the Chapter in such review if he/she so requests.
- C. If promoted employees and employees transferring to a new job classification fail to meet required work standards within sixty (60) calendar days, he/she may be transferred to another position at the discretion of the District. A supervisor may extend this 60-day period for not more than thirty (30) days. An employee so promoted or transferred who had completed his/her

initial trial service period shall be considered a regular employee under the provisions of this Agreement. Any disciplinary action, including dismissal of such an employee, shall be processed through Article 13 of this Agreement.

- D. The District shall inform all covered employees at the time of initial employment Chapter 151 of the Oregon School Employees Association is their exclusive bargaining representative.
- E. Job Share: When a full-time employee's position becomes a job share position, whether voluntarily or through reorganization, that same employee (providing employee's performance appraisal remains satisfactory) will have the option of returning to his/her original full-time status in the event the job share position is reestablished as a single full-time position.

ARTICLE 11 - Substitute Employee Benefits

Provisions and/or benefits for substitute employees are: medical, dental, life and long-term disability (3/4 time and above), vision, holiday leave days, PERS (if eligible), call-back pay, overtime, tuition waiver and performance appraisals.

ARTICLE 12 - Safety/Wellness

- A. The District and its employees recognize joint responsibility to promote safe work habits and acceptable safety practices.
- B. The District will maintain a committee to promote a safe and healthy work environment.
- C. This committee will review compliance with state and federal safety rules and regulations and will meet at least once each term during the year.

ARTICLE 13 - Job Security

- A. It is understood by both parties to this Agreement the District retains the authority to discipline members of the bargaining unit for unsatisfactory service or actions.
- B. Such discipline includes, but is not limited to: oral and/or written warnings, oral and/or written reprimand, demotion, suspension with or without pay, probation, and discharge. A mutual discussion will take place prior to any disciplinary action.
- C. Notwithstanding subsections E and F below, the District retains the right in the event of flagrant misconduct, as determined by the District, by a classified employee, to immediately suspend said employee without pay pending further investigation by the District. Within a reasonable period of time, the District will develop a written statement of charges and provide a copy for the employee. A copy will also be placed in the employee's personnel file. If the employee is cleared of charges, he/she will be reinstated without loss of pay or accrued benefits, and documents relating to the incident will be removed from the employee's personnel file. If the charges are valid, appropriate discipline, as determined by the District, will be imposed.
- D. Any appeal of any discipline imposed upon a regular classified employee must be appealed by that employee through the grievance procedure of this Agreement before the employee resorts to any other outside appeal process. Failure to use the grievance process first shall remove its availability for the classified employee.

- E. In the event the District imposes probation as a disciplinary measure, the following steps will occur:
1. A written statement showing just cause for probation will be provided to the employee and a copy sent to the Human Resources Office. The employee's supervisor will provide an opportunity for the employee to review and sign the statement.
 2. At the same time, the supervisor will develop a written plan indicating the improvement to be made and the deadline by which the changes are to occur. A copy of the plan will be provided the employee.
 3. The time period specified in the plan (subsection E-2) will be provided. At no time will the plan provide less than two (2) weeks' nor more than two (2) months' time.
 4. Upon completion of the time specified in the plan, the supervisor will recommend in writing (copy to the employee) to the appropriate Administrator the employee be reinstated to his/her previous status (status when placed on probation) or be discharged. A copy will also be sent to the Human Resources Office.
 5. The recommendation and other pertinent documentation will be reviewed by the appropriate Administrator. The recommendation and other pertinent documentation will then be reviewed by the next highest level of authority in the employee's organizational unit. After this review, a conference will be held in which the final decision will be made known to the employee. Within a reasonable period of time, the records pertaining to the case will be placed and maintained in the employee's file in the Human Resources Office.
- F. Discharge: The District will not discharge an employee, excepting trial service employees or employees discharged under subsection C of this Article, without going through the process described in subsection E of this Article. Trial service employees have no right to appeal discharge through the grievance procedure of this Agreement.

ARTICLE 14 - Promotion/Career Opportunities

- A. The District will post classified position vacancy notices in public view outside the Human Resources Office and disseminate to each department prior to public recruitment.
- B. For employees who meet the minimum qualifications of a position, the supervisor will review each application and grant an interview to these applicants.
- C. Through the assistance of the Career Center and the Human Resources Office, individual employees have access to available resources to assist them in tailoring career path options towards advancement opportunities within Linn-Benton Community College.
- D. The District will facilitate promotion by continuing a hiring process which includes a confidential "Promotional Interest List" that allows employees, with an interest in career advancement opportunities, to keep their names on file. When a position opens, Human Resources will contact appropriate staff on the "Promotional Interest List."
- E. The District will further facilitate promotion by posting full-time support service and full-time faculty positions in public view outside the Human Resources Office at such time as public dissemination is made.

- F. In those instances where a classified member has applied for a position vacancy and has not been promoted, the appropriate supervisor, upon request of the employee, will hold a conference with the employee to discuss qualifications.

ARTICLE 15 - Performance Appraisal

- A. Written performance appraisals shall be conducted by an employee's supervisor during their sixth month of employment and no less than annually for other employees.
- B. Performance appraisals shall not be conducted or applied in a capricious or arbitrary manner.
- C. As a minimum, each written performance appraisal shall include an opportunity for the employee to meet with the supervisor and discuss the content of the performance appraisal and to respond in writing to the content. The employee shall receive a copy of the performance appraisal at that time. Both the employee and the supervisor shall sign the document attesting they are aware of its content. An employee's signature shall not be construed as agreement with the content of a performance appraisal.
- D. A copy of all written performance appraisals including any written response an employee wishes to make, shall be sent to the Human Resources Office to be placed in the employee's personnel file. This shall be accomplished within a reasonable time.
- E. Prior to any change in the performance appraisal form, the Administration will provide Chapter representatives with an opportunity to discuss such change.

ARTICLE 16 - Grievance Procedures

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 Administration, the grievant and the Chapter 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 District. Meetings or discussions involving grievances in these procedures shall not interfere with the duties of any classified personnel.

B. Definitions

1. For the purpose of this Agreement, a grievance is defined to be an alleged violation of the expressed terms of this Agreement.
2. The term "days" as used herein shall mean regular College business or work days.
3. The time limits herein shall be binding on all parties. If a grievant fails to adhere to the time limits for initiating a grievance, the grievance shall be abandoned for all purposes. If a grievant fails to process a grievance according to the time limits, the grievance shall be resolved for all purposes in accordance with the Administration's response at the preceding step. If the Administration fails to adhere to the time limits, then the grievant may take the grievance to the next step in accordance with the time limits and procedures for that step. Time limits may be waived or extended only by written mutual agreement of the grievant and the administration.
4. A "grievant" is a classified employee of the bargaining unit who is allegedly harmed or directly affected by the alleged violation of the terms of this Agreement.

- C. An aggrieved classified employee shall promptly attempt to resolve the grievance informally between the classified member and his/her supervisor. If the grievance is not resolved informally, the grievance will be processed in the following manner and within the stated time limits:

Step 1

The grievant shall submit a written grievance statement to the supervisor within fifteen (15) days from the occurrence of the grievance or from the grievant's first knowledge of the grievance. The grievance statement shall contain: 1) a statement of the grievance and relevant facts; 2) the management action or inaction which violated the Agreement; 3) the provisions of the Agreement allegedly violated; and 4) the remedy sought by the grievant which would resolve the grievance. The grievant may be accompanied by a Chapter representative in presenting the grievance statement. The supervisor shall respond in writing to the grievant within six (6) days; a copy of his/her response shall also go to the Chapter.

Step 2

If the grievance remains unresolved, the grievant shall submit the grievance statement to the head of the organizational unit within ten (10) days from receipt of the supervisor's response. The head of the organizational unit shall give a written response to the grievant within ten (10) days of any meeting between the head of the organizational unit or representative and the grievant. If a meeting is held, the grievant may be accompanied by a representative of the Chapter.

Step 3

A grievance not settled in Step 2 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 (10) days of receipt of the answer of the head of the organizational unit in Step 2. When a timely request has been made for arbitration, the parties to this contract or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) days of the request for arbitration, jointly request the Oregon State Conciliation Service in Salem, Oregon, to submit a list of five (5) 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 on the grievance, 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 thirty (30) calendar days following the close of the hearing. The arbitration hearing shall be held in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association as amended except notice of the appointment of the arbitrator shall not be required to be submitted to the American Arbitration Association (under Rule 13). The arbitrator shall have no power to substitute his 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.

D. Miscellaneous

1. The names of any known witnesses who will be used in arbitration must be made known to the other party at least seventy-two (72) hours prior to the hearing.
2. There shall be no restraint, interference, harassment, discrimination, or reprisal exerted over any classified member of the bargaining unit choosing to use these procedures.

ARTICLE 17 - Personnel Files

- A. Classified employees' personnel files shall be maintained under the control of the Human Resources' Director. Such files will only be used in accordance with Oregon laws pertaining to public employee personnel records.
- B. Classified employees shall have the right, per Oregon laws, to review, upon request, the contents of their personnel file, excluding confidential pre-employment data and materials referring to a violation of the criminal laws of this state or other state or the United States. A representative of the Chapter may, at the employee's request, accompany the employee in this review.
- C. The employee shall have the right to acknowledge or may be required to acknowledge he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding such signatures merely signify the material has been read and does not necessarily indicate agreement with its contents.
- D. An employee shall have the right to file a response to any performance-related material submitted for inclusion in his/her personnel file and such response shall be initialed by the supervisor and become the file copy.
- E. Any personnel records of the employee which are used, or have been used, to determine:
 - 1. the employee's qualifications for employment,
 - 2. promotion,
 - 3. additional compensation,
 - 4. employment termination or other disciplinary action

will be maintained in the employee's personnel file.

ARTICLE 18 - Resignation

- A. Classified employees who wish to terminate employment after expiration of their trial service period shall submit a written resignation to their supervisor not less than ten (10) working days prior to date of termination.
- B. The final paycheck will include accrued paid leave days and/or overtime pay due as approved by the District as referenced in Article 25-K.

ARTICLE 19 - Payroll Deductions

- A. The District agrees to deduct and transmit funds from the salary of classified employees when so requested by the employee according to established District-wide procedures and allowable deductions.
- B. The Chapter agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of Association-related deductions.

ARTICLE 20 - Funding

The parties recognize funding to operate Linn-Benton Community College's educational and service programs, and its facilities must be available. The Board agrees to provide the level of compensation

and benefits as called for in this Agreement, but it does not make any guarantee as to the level of employment in the bargaining unit. However, prior to any major reduction in force, the parties may meet and confer to consider other options.

ARTICLE 21 - Reduction in Work Force

- A. When, in the opinion of the Board, a reduction in the work force within the bargaining unit becomes necessary, the Board, a Board committee, or the Board's designee, will meet to discuss the necessity for the reduction with representatives of the Chapter before any such reduction takes place.
- B. When the District has determined reduction in work force is to be implemented and the District has determined the defined work unit in which the reduction is to take place, individual reduction decisions will be made on the basis of the least senior individual within the affected classification. Seniority shall mean the total length of continuous employment with LBCC. When implemented, the affected employee(s) will be provided with thirty (30) calendar days' notice. The Chapter shall also be notified in writing and the reduction in work force will proceed provided seniority shall be utilized.

In the event an employee is identified to be laid off, and that employee has the minimum job requirements to perform the duties and responsibilities of the least senior employee in the work unit, that position will be offered to the senior employee. In the event the senior employee accepts the position, the least senior employee will be laid off. If the employee who is offered the position chooses not to bump, the employee will be placed on the preferred hiring list.

Employees who bump into lower classifications shall suffer no loss of pay until the beginning of the second pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary.

- C. Before reducing any employee, an attempt will be made to find other employment for which a vacancy exists within the District and for which the affected employee would be qualified.
- D. Preferred hiring status will be granted to the following bargaining unit employees who were hired through the District's established recruitment and selection process: 1) regular classified employees as defined in Article 2-A, and 2) special classified employees as defined in Article 2-A who were employed by the District two (2) years immediately prior to reduction from the work force. Employees on laid off status will be given preferred hiring status and shall have all the rights and privileges of a member of the bargaining unit on an approved leave of absence without pay, except the Board's obligations to reemploy such an employee are specifically limited to the conditions set forth below, other rules, agreements or understandings notwithstanding.
 - 1. An employee on preferred hiring status who has not been reemployed by the Board after twelve (12) consecutive months on such status shall be deemed to have been given timely notice and his/her employment will have been terminated for all purposes as of the end of that 12-month period.
 - 2. During the 12-month period an employee is on preferred hiring status, if a position becomes vacant, that classified employee on the preferred hiring list with the most District seniority and whom meets minimum qualifications to fill the vacant position shall be reemployed.
 - 3. If an employee on preferred hiring status is offered reemployment, the Administration shall notify the employee of such offering by certified mail, return receipt requested,

mailed to the employee's address of record as maintained at the Human Resources Office by the employee. The employee shall have five (5) working days upon the receipt of the Administration's notice to accept or reject. If the employee does not respond by mail or by telephone, then he/she shall be deemed terminated from the employ of the District for all purposes.

4. Upon the reemployment of the employee on preferred hiring status, he/she shall be entitled to all employment rights and benefits enjoyed prior to reduction.

ARTICLE 22 - Hours of Work/Overtime

- A. The regular full-time work schedule is eight (8) hours per day, forty (40) hours per week. Overtime shall be considered those hours in excess of eight (8) hours per day or forty (40) hours per week in accordance with ORS 279.340. In the event the District alters work schedules to a ten-hour, four-day week, overtime shall be considered hours in excess of ten (10) hours per day.

The Association waives the applicability of ORS 279.340 as it relates to ten-hour days. The work week begins midnight Saturday.
- B. Benefits of sick leave and paid leave shall be paid at one (1) times the employee's regular rate of pay.
- C. For purposes of computing overtime compensation, "time worked" shall include actual time worked, sick and paid leave, but does not include bereavement leave and jury duty.
- D. All employees are entitled to one (1) 15-minute break with pay each four-hour working period.
- E. When a bargaining unit employee is required to report back to work, he/she shall receive a minimum of two (2) hours call-back pay. This provision does not apply to overtime work which is a continuation of the workday.
- F. Nothing in this Agreement shall restrict or prevent the District from providing an employee with time off at time and one-half hours for each hour of overtime worked. However, prior to overtime work, the employee and the supervisor must agree if compensation is to be other than in the form of additional salary (e.g., compensatory time).
- G. Any eight-hour shift which includes four (4) or more hours between 4:00 p.m. and 6:00 a.m. shall include a one-half (1/2) hour lunch break with pay. During such breaks, employees may be required to remain on the District's premises. Other employees working six (6) hours or more per day shall be provided with a lunch break of not less than one-half (1/2) hour without pay.
- H. If it is mutually agreeable in advance with an employee and his/her supervisor to alter an employee's work schedule, making one (1) day more than eight (8) hours duration and another day shorter than eight (8) hours and each day is still within the same work week and the total hours worked within the work week do not exceed forty (40) hours, the District shall not be liable for overtime pay as outlined in subsection A of this Article. The application of this provision waives the applicability of ORS 279.340.
- I. An employee assigned the duties and responsibilities of a higher rated position with duties increased to a higher level for at least twenty (20) percent of the time shall receive compensation at Step 1 of the higher classification or a two (2) percent increase in his/her regular classification, whichever is greater, provided such assignment is designated in writing and the assignment lasts longer than twenty (20) consecutive working days. Such compensation shall

begin when the assignment is made in writing. The written assignment shall occur not more than ten (10) days after beginning the newly acquired duties. This article shall not apply to an employee working in a job-related training program. An employee who is designated to act in capacity outside the bargaining unit shall remain a member of the bargaining unit.

ARTICLE 23 - Workshops and In-Service

- A. Requests to attend workshops and/or conferences, seminars, and special classes shall be submitted and reviewed in accordance with established procedures. Requests shall be reviewed and decisions rendered to the requesting employee. The Chapter shall be allowed eighty (80) hours work time for the fiscal year to attend the Annual Association State Conference and officer workshops. Such absences shall be granted upon proper application and only when the District operations will not be greatly handicapped by such absences. Such approved absences during regular working hours shall be at the employee's regular rate of pay.
- B. Employees requested by the District to attend workshops or seminars off District premises will be reimbursed travel expenses in accordance with District schedules. Travel time during the employee's normal work shift shall be considered as time worked. Time spent in workshops or seminars during the employee's normal work shift shall be considered as time worked. Exceptions may be authorized by the highest point of authority in the employee's respective organizational unit.
- C. In-Service Training
 - 1. The District will conduct periodic in-service sessions for the purpose of improving employee job performance and to provide employees the opportunity to increase their understanding of policy, practices and procedures.
 - 2. Each employee shall be provided the opportunity for not less than:
 - a. four (4) hours of attendance per year at elective workshops provided by the District, and
 - b. four (4) hours of attendance per year at job-related workshops provided by the District.

These hours shall be available in addition to those which are required segments of the District's in-service program.
 - 3. The Chapter may make recommendations to the District regarding topics and methods of in-service training.
 - 4. The District shall budget funds to be used for in-service training of classified personnel for the term of this contract. Any remaining funds not expended in one fiscal year will be carried over to the next fiscal year for the length of this Agreement.

ARTICLE 24 - Tuition Waiver

- A. By filing notice on prescribed forms, tuition for classes with a dollar value equal to a total of nine (9) credits per term may be taken by covered employees or dependents at no tuition cost.
 - 1. The employee only may register for one (1) course as if a matriculated student if the class is outside the employee's normal working hours. Upon the approval of the

supervisor, an employee's work schedule may be altered to allow an employee to attend classes during working hours.

2. Except for the course in subsection A-1 of this Article, the courses constituting the remaining dollar amount may be taken by the classified member or dependents as a regular part-time student.
- B. When a supervisor requires an employee to take a class or classes, the employee will be provided direct access provided the employee registers in a timely manner. This requirement will not detract from the employee's other tuition waiver rights.
- C. Displaced or laid off personnel shall have the same rights as bargaining unit employees within the time frame indicated in Article 21, while they are on the preferred hiring list.
- D. Additional classes may be taken by the classified staff member at no tuition cost on a space-available basis, and registered for on the Friday before classes begin.
- E. All decisions regarding availability of space rest solely with the District.

ARTICLE 25 - Paid Leave

- A. Eligible employees shall be credited with entitled paid leave on October 1. Employees hired after October 1 will be credited a prorated amount; however, new employees may not expend any of their paid leave (except designated leave periods) until they have been with the College for six (6) months. Requests for personal paid leave must be approved by the employee's supervisor.
- B. Paid leave credited to full-time (12 month) employees on October 1 are as follows:

<u>Completed Calendar Years of Service</u>	<u>Annual Credited Rate</u>
0 years	21 days
1 year	21 days
2 years	25 days
3 years	25 days
4 years	25 days
5 years	29 days
6 years	29 days
7 years	29 days
8 years	30 days
9 years	30 days
10 years and above	32 days

- C. Employees who work less than twelve (12) months per year and/or less than forty (40) hours per week will be credited a prorated amount of paid leave based upon assigned annual workload.
- D. Holiday leave days will not exceed ten (10) days and will be as follows:

Veterans' Day	1 day
Thanksgiving	2 days
Christmas	2 days
New Years'	1 day
President's Day	1 day
Memorial Day	1 day
Independence Day	1 day
Labor Day	1 day

- E. An employee covered by this agreement assigned to work on a holiday leave day will receive his/her regular rate of pay (expending a paid leave day) plus an additional payment of one and one-half (1 1/2) times his/her regular rate of pay for the period of time worked during a paid holiday leave period.
- F. Operational (unit) closures will not exceed eighty-eight (88) hours and will be designated in accordance with subsection G of this Article. Employees who agree to work on operational (unit) closures will receive their regular rate of pay (i.e., "straight time").
- G. For the period from October 1 through May 30, the hours will be designated on or before October 1; for the period from June 1 through September 30, the hours will be designated on or before April 1. A tentative number of annual operational closure hours will be provided to the Chapter on or about June 1 of each year, beginning in 1992. In order to evenly distribute their chosen unpaid operational closure hours throughout the year, each classified employee must so indicate on their payroll authorization at the beginning of their individual contract year.
- H. The employees can, at their option, either expend their paid leave hours during College or operational closure times, or take such time without pay.
- I. The employee can carry over a maximum of one hundred sixty (160) paid leave hours from one (1) year to the next.
- J. Except as provided in subsection A employees shall be paid entitled paid leave days upon death, permanent disability, or dismissal. Laid off personnel will have the option of receiving paid leave time on record while on the preferred hiring list. At the end of this period, if not rehired, laid off personnel will receive pay for their entitled paid leave days.
- K. In cases of resignation, an employee will be paid their entitled leave days up to a maximum of eighty-eight (88) hours. An employee who leaves the employment of the District will be paid for a prorated number of paid leave days calculated from October 1 until termination date.

ARTICLE 26 - Other Paid Leaves

- A. In the event of death in an employee's immediate family, bereavement leave of up to five (5) days of absence with pay per immediate family member shall be granted.
- B. If an employee is unable to reach his/her place of employment due to flood, storm, or other catastrophe and the school is not closed, such absence will be charged against paid leave.
- C. An employee on jury duty will have his/her pay reduced by the amount of jury compensation. Jury duty mileage reimbursement will not be deducted from District pay. Employees subpoenaed on behalf of the District as witnesses will have their pay reduced by the amount received as witness, excluding mileage.
- D. Upon 24-hour notice, up to two (2) days a year of paid leave may be used for reasons of personal hardship. In emergency situations, the 24-hour notice requirement for personal hardship will be waived upon notification of the appropriate supervisor.

ARTICLE 27 - Unpaid Leaves

- A. Unpaid leaves of up to one (1) year may be granted employees for reasons of health (including parental leave), hardship, military service, education, or for other justifiable reasons as determined and approved by the Board.

- B. Requests for leave must be submitted in writing to the immediate supervisor and shall state the reason leave is requested, the duration of the leave requested, and the anticipated day of return to work.
- C. The District retains the right to offer and assign the returning employee to the position he/she vacated or to another position requiring similar skills and abilities.
- D. The District may fill the vacated position of an employee who is on leave of absence with a substitute employee who shall have no rights to the position under this Agreement beyond the date of the employee's return to work. In the event the District grants an unpaid leave of absence, it may, at its option, fill the vacated position with a regular employee.
- E. An employee who wishes to return to work before the expiration of a leave of absence may do so at the District's option. Failure to return to work as agreed upon the expiration of a leave shall be deemed resignation.
- F. Employees returning from an approved leave of absence shall be entitled to all employment rights and benefits enjoyed prior to the leave of absence.
- G. At the option of the District, employees may be granted unpaid leaves of short duration for the purpose of extending paid leave periods, provided their paid leave account has been exhausted.

ARTICLE 28 - Sick Leave

- A. Full-time employees shall accrue sick leave at the rate of one (1) day per full month worked or ten (10) days per academic year, whichever is greater, in accordance with Oregon PERS Law. Less than full-time employees of the bargaining unit shall accrue prorated sick leave benefits based upon annual workload. The accrual shall begin from the date of hire.
- B. The employee shall be entitled to use such accrued days after he/she has completed one (1) full calendar month of service.
- C. The employee may be required to provide verification of illness and/or injury. This verification may include, at the option of the District, a statement from a physician.
- D. Sick leave shall not be considered available as terminal leave, either in time or dollars, and shall only be used for medically-related purposes. Allocation of sick leave for less than a day for medical or dental appointments will be allowed.

ARTICLE 29 - Insurance

- A. Effective November 1, 1991, through June 30, 1992, the following conditions for insurance coverage will exist:
 - 1. The Board agrees to provide \$240 per month to be applied toward the cost of employee insurance coverage for all full-time bargaining unit classified employees.
 - 2. Only 1/2- and 3/4-time employees will be provided the option of "opting out" of medical insurance only.
 - 3. The Board agrees to pay twenty-eight (28) percent of the cost incurred for insurance coverage above the insurance allotment.

- B. Effective July 1, 1992, through June 30, 1993, the following conditions for insurance coverage will exist:
1. The Board agrees to provide \$240 per month to be applied toward the cost of employee insurance coverage for all full-time bargaining unit classified employees.
 2. Only 1/2- and 3/4-time employees will be provided the option of "opting out" of medical insurance only.
 3. The Board agrees to pay thirty-eight (38) percent of the cost incurred for insurance coverage above the insurance allotment.
- C. Effective July 1, 1993, through June 30, 1994, the following conditions for insurance coverage will exist:
1. The Board agrees to provide employee-only medical, dental, vision, life, and LTD insurance coverage for all eligible bargaining unit classified employees.
 2. The Board agrees to pay forty-eight (48) percent of the cost incurred for insurance coverage above the employee-only insurance coverage (as stated in C-1).
- D. Such insurance programs shall be comparable to the programs in effect on June 30, 1991. The application of the term "comparable" and the Board's right to select and/or change insurance carriers shall not be grievable.
- E. Employees on an approved medical leave of absence for sixty (60) calendar days or less receive the full benefit allotment.
- F. Employees on an approved leave of absence due to medical disability for more than sixty (60) calendar days but less than one hundred eighty-six (186) calendar days receive medical insurance (employee-only) benefit allotment (prorated for hours worked per week of the position as described in Articles 1-K, 1-L, and 1-S).
- G. Substitute employees who are bargaining unit employees (see Article 2-B) receive medical (employee-only), dental, life, disability (3/4-time and above) and vision insurance. Family medical coverage is available at the employee's expense.
- H. Any excess funds above the insurance allotment paid towards the required insurance for 1991-92 and 1992-93 of this Agreement will be returned to the employee. Employees may utilize a Flexible Spending Account (FSA) to purchase dependent medical insurance or child care.
- I. An insurance committee will be maintained to set criteria for employee benefit insurance coverage and to convey the consensus of the committee to the President or his/her designee for implementation. The Association shall provide equal representation to serve on the committee, which will also include equal representation from Faculty and Management Associations should they choose to participate.
- J. Other Members of the Bargaining Unit
1. For the 1991-92 and 1992-93 fiscal years, 3/4-time employees will be entitled to \$180 per month, and 1/2-time employees will be entitled to \$120 per month toward the cost of employee insurance coverage. The Board agrees to pay twenty-eight (28) percent of the cost incurred for insurance coverage above the insurance allotment for 1991-92 and thirty-eight (38) percent of the cost for 1992-93.

2. For the 1993-94 fiscal year the following conditions will exist:
- a. The Board will provide employee-only medical, dental, vision, life and LTD. No employee may "opt out" of insurance coverage.
 - b. The Board agrees to pay forty-eight (48) percent of the cost incurred for insurance coverage above the cost of employee-only insurance coverage (as stated in 2-A above).

ARTICLE 30 - Salary Schedule

- A. Classified staff employed by the District prior to July 1, 1991, will be transitioned onto the following schedule by assigned job classifications to the appropriate ranges:

July 1, 1991 - June 30, 1992
(4% Increase)

<u>Range</u>	<u>STEP I</u> <u>(0-1 Yrs)</u>	<u>STEP II</u> <u>(1-2 Yrs)</u>	<u>STEP III</u> <u>Maximum</u>	<u>Ceiling</u>
	(MO./HR.)	(MO./HR.)	(MO./HR.)	(MO./HR.)
A	954/ 5.50	987/ 5.69	1022/ 5.90	1286/ 7.42
B	1067/ 6.16	1104/ 6.37	1143/ 6.59	1440/ 8.31
C	1115/ 6.43	1154/ 6.66	1194/ 6.89	1505/ 8.68
D	1160/ 6.69	1201/ 6.93	1243/ 7.17	1566/ 9.03
E	1236/ 7.13	1279/ 7.38	1324/ 7.64	1671/ 9.64
F	1324/ 7.64	1370/ 7.90	1418/ 8.18	1791/10.33
G	1413/ 8.15	1462/ 8.43	1513/ 8.73	1910/11.02
H	1502/ 8.67	1555/ 8.97	1609/ 9.28	2029/11.71
I	1589/ 9.17	1645/ 9.49	1703/ 9.83	2150/12.40
J	1854/10.70	1919/11.07	1986/11.46	2506/14.46
K	2039/11.76	2111/12.18	2185/12.61	2758/15.91
X	1169/ 6.74	1210/ 6.98	1252/ 7.22	1474/ 8.50

- B. Classified staff employed by the District prior to July 1, 1992, will be transitioned onto the following schedule by assigned job classifications to the appropriate ranges:

July 1, 1992 - June 30, 1993
(2% Increase)

<u>Range</u>	<u>STEP I</u> <u>(0-1 Yrs)</u>	<u>STEP II</u> <u>(1-2 Yrs)</u>	<u>STEP III</u> <u>Maximum</u>	<u>Ceiling</u>
	(MO./HR.)	(MO./HR.)	(MO./HR.)	(MO./HR.)
A	973/ 5.61	1007/ 5.81	1042/ 6.01	1312/ 7.57
B	1088/ 6.28	1126/ 6.50	1166/ 6.73	1469/ 8.48
C	1137/ 6.56	1177/ 6.79	1218/ 7.03	1535/ 8.86
D	1183/ 6.83	1225/ 7.07	1268/ 7.32	1597/ 9.21
E	1261/ 7.28	1305/ 7.53	1350/ 7.79	1704/ 9.83
F	1350/ 7.79	1397/ 8.06	1446/ 8.34	1827/10.54
G	1441/ 8.31	1491/ 8.60	1543/ 8.90	1948/11.24
H	1532/ 8.84	1586/ 9.15	1641/ 9.47	2070/11.94
I	1621/ 9.35	1678/ 9.68	1737/10.02	2193/12.65
J	1891/10.91	1957/11.29	2026/11.69	2556/14.75
K	2080/12.00	2153/12.42	2229/12.86	2813/16.23
X	1192/ 6.88	1234/ 7.12	1277/ 7.37	1503/ 8.67

- C. Classified staff employed by the District prior to July 1, 1993, will be transitioned onto the following schedule by assigned job classifications to the appropriate ranges:

July 1, 1993 - June 30, 1994
(2% Increase)

<u>Range</u>	<u>STEP I</u> <u>(0-1 Yrs)</u>	<u>STEP II</u> <u>(1-2 Yrs)</u>	<u>STEP III</u> <u>Maximum</u>	<u>Ceiling</u>
	(MO./HR.)	(MO./HR.)	(MO./HR.)	(MO./HR.)
A	992/ 5.72	1027/ 5.93	1063/ 6.13	1338/ 7.72
B	1110/ 6.40	1149/ 6.63	1189/ 6.86	1498/ 8.64
C	1160/ 6.69	1201/ 6.93	1242/ 7.17	1566/ 9.03
D	1207/ 6.96	1250/ 7.21	1293/ 7.46	1629/ 9.40
E	1286/ 7.42	1331/ 7.68	1377/ 7.94	1738/10.03
F	1377/ 7.94	1425/ 8.22	1475/ 8.51	1864/10.75
G	1470/ 8.48	1521/ 8.78	1574/ 9.08	1987/11.46
H	1563/ 9.02	1618/ 9.33	1674/ 9.66	2111/12.18
I	1653/ 9.54	1712/ 9.88	1772/10.22	2237/12.91
J	1929/11.13	1996/11.52	2067/11.93	2607/15.04
K	2122/12.24	2196/12.67	2274/13.12	2869/16.55
X	1216/ 7.02	1259/ 7.26	1303/ 7.52	1533/ 8.84

- D. Classified employees hired after July 1, 1991, will be placed on the appropriate range for their job classification in accordance with District guidelines for initial placement.

ARTICLE 31 - Salary Adjustment

- A. All classified employees as indicated in Article 30-A, will receive a four (4) percent increase retroactive to July 1, 1991.
- B. Employees who are not at the ceiling will receive a total of four and one-half (4 1/2), and four and one-half (4 1/2) percent respectively for 1992-93 and 1993-94.
- C. Employees who have been at the ceiling for three (3) years prior to June 30, 1993, will receive a longevity factor in the amount of \$200 on or before November 30, 1993.
- D. The District will continue the PERS pick-up for each year of this Agreement dependent upon employee eligibility.
- E. Reclassifications during the duration of this Agreement will be considered only in cases where substantial changes in duties and responsibilities are verified according to established District guidelines. Employees who are reclassified to a higher range will receive the greater of:
1. an increase of five (5) percent per range to a maximum of ten (10) percent; or
 2. their initial placement salary for the new position.

Employees who are reclassified/reassigned to a lower range will be transitioned to the new range at their existing salary. In the event their existing salary exceeds the range ceiling, their salary will be frozen. Employees transferring into another position at the same salary range will be transitioned at the same salary rate.

- F. Employees who are promoted to a new position at a higher range will receive the greater of:
 - 1. an increase of five (5) percent per range to a maximum of ten (10) percent; or
 - 2. their initial placement salary for the new position.
- G. Employees who voluntarily transfer to a new position at a lower range will be transitioned into the range at the same percent through the range as their prior position.

ARTICLE 32 - 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, and shall be binding upon the District, the Chapter, and members of the bargaining unit and shall remain in full force and effect through June 30, 1994.

ARTICLE 33 - Extension of Agreement

Prior to January 15, 1994, either party shall file written notice with the other of its desire to extend this Agreement under one of the following options and specific conditions:

- A. Option 1: Continue in effect the current Agreement for 1994-95 with the understanding the only three (3) articles to be opened for negotiation would be Article 29 - Insurance, Article 30 - Salary Schedule, and Article 31 - Salary Adjustment.
- B. Option 2: Notice by either party shall initiate the negotiation process of a successor Agreement as outlined in Article 34 of the current Agreement.

ARTICLE 34 - Negotiation of a Successor Agreement

This contract shall be effective upon signing by both parties, except for those provisions of this contract which have been assigned other specific effective dates, as herein set forth and shall remain in effect to and including June 30, 1994, and continue thereafter from year to year unless prior to January 15, 1994, or any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this contract. Such notice by either party shall initiate the negotiation process. Thereafter, each party will have thirty (30) days to prepare the substance of such modification sought and the specific written language to implement such modification.

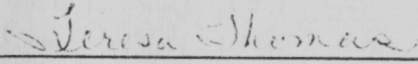
ARTICLE 35 - Collective Bargaining

The Chapter is permitted ninety (90) hours of member time, without loss of compensation to any employee involved, for meetings with the District representatives for the purpose of negotiating a successor agreement.

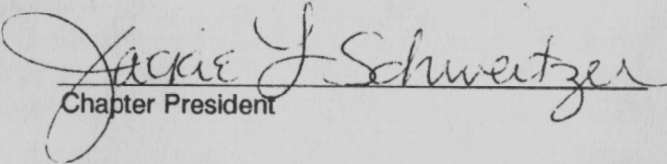
ARTICLE 36 - Execution/Signatures

Executed this 21st day of August, 1994, at Albany, Oregon, by the undersigned officers by the authority of and on behalf of Linn-Benton Community College Board of Directors and the Chapter.

FOR THE Chapter:

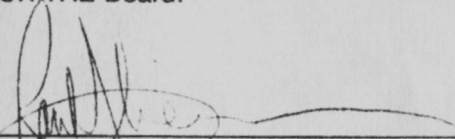


Chapter Team Leader

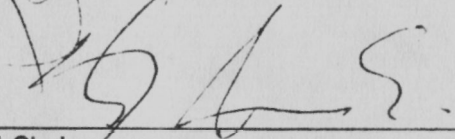


Chapter President

FOR THE Board:



Board Team Leader



Board Chairperson