

**LBCC FACULTY**  
**ASSOCIATION**



**AGREEMENT**

EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2011

TABLE OF CONTENTS

Page

Preamble. . . . . 1

Our Joint Philosophy, Mission and Values Statement. . . . . 1

Article 1 Status of Agreement. . . . . 1

Article 2 Nondiscrimination. . . . . 2

Article 3 Headings. . . . . 2

Article 4 Board Functions. . . . . 3

Article 5 Negotiation of a Successor Agreement. . . . . 3

Article 6 Interruption of Work. . . . . 3

Article 7 Faculty Contracts and Work Schedules. . . . . 4

Article 8 Workload. . . . . 5

Article 9 Rights to an Individual Contract. . . . . 10

Article 10 Insurance. . . . . 11

Article 11 Reduction. . . . . 13

Article 12 Salary Placement. . . . . 16

Article 13 Association Security. . . . . 18

Article 14 Funding. . . . . 18

Article 15 Severability. . . . . 19

Article 16 Faculty Salaries. . . . . 19

Article 17 Association Rights. . . . . 20

Article 18 Intellectual Property Rights. . . . . 21

Article 19 Professional Development. . . . . 22

Article 20 Leaves. . . . . 23

Article 21 Tuition Waiver. . . . . 28

Article 22 Performance Appraisal. . . . . 28

Article 23 Discipline and Retention. . . . . 29

Article 24 Issues Clarification Committee. . . . . 34

Article 25 Grievance Procedure. . . . . 34

Article 26 Academic Freedom. . . . . 38

Article 27 Department/Program Chairs. . . . . 39

Article 28 Evening and Weekend Assignments. . . . . 39

Article 29 Personnel Files. . . . . 40

Article 30 Early Retirement. . . . . 40

Article 31 Designated Trial Service Positions. . . . . 40

Article 32 Term of Agreement. . . . . 42

Article 33 Executive Signatures. . . . . 42

## TABLE OF CONTENTS (Alphabetical)

<b>SUBJECT</b>	<b>PAGE</b>	<b>SUBJECT</b>	<b>PAGE</b>
Academic Freedom. . . . .	37,38	Mission and Values Statement. . . . .	1
Academic Year. . . . .	1,2,4,5,14,19,43	Negotiate. . . . .	21,22,42
Appraisal(s). . . . .	1,14,18,27,28,40	Negotiation of a Successor Agreement. . . . .	3,18,19
Arbitration. . . . .	36,37	Nondiscrimination. . . . .	2
Assignment(s)/Reassign. . . . .	2,3,4,5,6,7,8,9,10,20,39	Nonrenewal. . . . .	30,31,32,33,41
Association Rights. . . . .	20	Our Joint Philosophy, Mission & Values Stmtnt. . . . .	1
Association Security. . . . .	18	Outplacement Counseling. . . . .	15
Bargaining Unit. . . . .	1,2,3,4,5,14,17,18,20,23,34,37	Overload(s). . . . .	9,19,21,26,39,44
Benefit(s). . . . .	11,12,15,18,25,26,40,41	P-T Noncontracted Salary Schedule/Rate. . . . .	9,38
Bereavement Leave. . . . .	27	Parental Leave. . . . .	27
Board Functions (rights). . . . .	3	Payroll Deduction. . . . .	12,17
Collective Bargaining. . . . .	1,3,42	Performance Appraisal. . . . .	14,28
Compensation. . . . .	1,9,10,14,19,20,21,38,39	Personal Business. . . . .	26
Contract Days/Year. . . . .	4,5,9,19,20	Personal Leave. . . . .	26,27
Contract (out). . . . .	3	Personal Life. . . . .	38
Contracted (faculty member). . . . .	1,2,10,14	Personnel Files/Records. . . . .	29,40
Copy of the Agreement. . . . .	2	Philosophy Statement. . . . .	1
Copyright. . . . .	22	Preamble. . . . .	1
Cost-of-Living Adjustment. . . . .	18	Preventative Equipment Maintenance. . . . .	9
Course(s). . . . .	2,5,6,8,9,10,22,26,27	Prevented from Commuting to Work. . . . .	4
Days. . . . .	19,34	Probation. . . . .	14,19,29,30
Definitions. . . . .	34	Professional Conduct. . . . .	28
Department/Program Chair(s). . . . .	16,17,19,38,39	Professional Development. . . . .	6,7,8,13,22,23,24,27
Departments, Programs, Disciplines(DPD). . . . .	13,14	Professional Development Leave. . . . .	23,24
Dependent(s). . . . .	11,23,25,27,41	Public Employees Retirement Sys (PERS). . . . .	19,26,40
Designated Trial Service Positions. . . . .	41	Reassign. . . . .	2
Discipline. . . . .	4,17,29,30,31,32,38	Recall List/Rights. . . . .	15
Discipline and Retention. . . . .	29,30	Reduction(s). . . . .	2,3,13,14,15,16,18
Discriminate. . . . .	2,37	Release Time. . . . .	10,20,21,38
Distributed Learning. . . . .	22	Religious Tenets. . . . .	17
Dues. . . . .	18	Renewal. . . . .	32,33
Duties and Responsibilities. . . . .	20,38,39	Reopened for Renegotiations. . . . .	18
Early Retirement. . . . .	40	Responsibilities (job elements/duties). . . . .	5,20,27,38,39
Evening and Weekend Assignments. . . . .	39	Retention. . . . .	32
Exchange Days(trade). . . . .	5	Retirement. . . . .	19,40
Executive Signatures. . . . .	42	Rights to an Individual Contract. . . . .	10
Extended Leave. . . . .	25	Salary. . . . .	4,5,8,19,20,25,40,43
Faculty Contracts and Work Schedules. . . . .	4	Salary Placement. . . . .	16,17,20,24,35
Faculty Members. . . . .	1,2	Salary Schedule. . . . .	9,17,18,19,20,43,44
Faculty Salaries. . . . .	19	Salary Schedule, Part-time Noncontracted. . . . .	9
Faculty, Temporary. . . . .	14	Self-directed Days. . . . .	5
Family Member. . . . .	26	Self-directed Activities/Tasks/Time. . . . .	7,9
Fiscal Year. . . . .	4,5,23	Seniority. . . . .	10,14,15,24,25
Flexible Spending Account. . . . .	12	Severability. . . . .	19
Funding. . . . .	19	Sick Leave. . . . .	15,24,25,26,27
Grades. . . . .	38	Sick Leave Pool Reserve. . . . .	19
Grants/Agreements/Contract Resources. . . . .	14,15,19	Sick Leave, Summer. . . . .	25
Grievance Procedure. . . . .	15,31,32,34,37	Status of Agreement. . . . .	1
Grievance(s). . . . .	15,17,18,30,31,34,35,36,37	Step. . . . .	15,16,17,18,19,34,35,36,37
Grievant(s). . . . .	34,35,36,37	Step Advancement. . . . .	19
Headings. . . . .	2	Strike. . . . .	3,4
Hours. . . . .	6,7,9,10,20,23,26	Subcontract. . . . .	3
In-Lieu-of Dues. . . . .	17	Substituting. . . . .	26
Inservice. . . . .	6	Successor Agreement. . . . .	3
Insurance. . . . .	11,12,13,15,18,23,25,27,40	Summer Session/Class/Term/Work. . . . .	9,10,19,20
Insurance, Dependent(s). . . . .	11,12,23,25,27,41	Supervisory (relative). . . . .	2
Intellectual Property Rights. . . . .	21,22	Suspension. . . . .	24,29
Intent to Hire, Summer School. . . . .	5	Temporary Faculty. . . . .	14
Intent to Rehire (written notice). . . . .	32	Term of Agreement. . . . .	42
Interruption of Work. . . . .	3,4	Trial Service. . . . .	8,14,27,29,30,31,32
Issues Clarification Committee. . . . .	33,35	Tuition Waiver. . . . .	27
Job Elements. . . . .	5,27	Unique Assignments. . . . .	8
Jury Duty. . . . .	27	Work Days. . . . .	4,5,19,34,39
Leave(s). . . . .	14,15,23,24,25,26,27	Work Improvement Plan. . . . .	29,30,31
Leave for Educational Purposes. . . . .	24,25	Work Plan. . . . .	5,9
Medical Leaves. . . . .	27	Work Schedules. . . . .	4
Meet/Confer/Consult/Discuss/Review. . . . .	3,4,7,11,12,13,28,39	Work Unit (DPD). . . . .	13
Members, Faculty. . . . .	1,2	Workload(s). . . . .	1,2,5,6,7,8,9,10,11,20
Military Leave. . . . .	27	Written Notice (intent to rehire). . . . .	32

## **PREAMBLE**

This Agreement is made and entered into this 13<sup>th</sup> day of December, 2006, by and between the LINN-BENTON COMMUNITY COLLEGE BOARD OF EDUCATION (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 PHILOSOPHY, MISSION AND VALUES STATEMENT**

- A. Our joint mission is to support the philosophy and mission of the College as approved by the Board of Education.
- B. 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:
  - 1. To provide faculty with time and financial resources to stay current in their fields.
  - 2. To provide faculty with workloads and total compensation packages comparable to similar institutions.
  - 3. To provide faculty with meaningful and timely recognition and appraisal.
  - 4. 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 .50 or more individually contracted faculty members employed by the Board.
  - 1. "Individually contracted" means .50 or more faculty members will be employed by the Board based on a properly executed contract of employment for a specified academic year; such contracts shall be consistent with the terms of this Agreement.
  - 2. "Members" and "faculty members" mean members of the bargaining unit as defined above.
  - 3. 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, management and exempt employees.
- C. The Board will individually contract on an academic year basis with all faculty members defined in Section A1-3 above, and who are recommended in writing by the President for a .50 or more workload for the full academic year. If the workload is instructional in nature, the assignment may include any approved College course.
- D. 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 Section C above. Faculty members so contracted shall be considered as members of the bargaining unit for all purposes of this Agreement.
- E. 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.
- F. 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, disability, marital status, political affiliation, sexual orientation, domicile, or membership or nonmembership in the Association.
- B. The Administration reserves the right to reassign 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. 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 168 working days. The contract will normally be for the period of the academic year. By mutual agreement a faculty member and the Board may agree to a specified 168 working day contract for the fiscal year. In those instances where the faculty member and the Board have agreed to a fiscal year contract, the assigned schedule of days to be worked shall be reasonable and in accordance with the college fiscal year calendar.

The Board may also consult with departments on problems or opportunities that, in its opinion, may require a faculty member(s) to work on a fiscal year basis. The Board and the faculty of the department, who are members of the Association, shall conscientiously review options to respond to the identified problems and opportunities. Following this consultation, and with agreement from the majority of the Association faculty within the affected department, the Board may require a faculty member of that department to work on a fiscal year basis. The Board may make a fiscal year work assignment only upon receiving either the consent of the affected faculty member, or the consent of a majority of the Association faculty within the affected department.

If the College issues a fiscal year contract, the affected faculty member's contract shall require service in not more than three of the four annual instructional quarters.

- B. Salary for faculty members hired for less than 168 days during an academic or fiscal year will be determined on a prorata basis. Such members shall be considered members of the bargaining unit for all purposes. The Board may advertise and offer positions in excess of 168 days not to exceed 218 days. Salary for those faculty hired for more than 168 days during an academic or fiscal year will be determined on a prorata basis.
- 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.
- F. The College may define positions with contracts that exceed 168 work days. The College shall clearly state whether the extra day contract represents a permanent addition of days or is an extra day contract wherein the extra days are at the College's annual discretion. If a faculty member is working in a position with a contract where the extra days are a permanent part of the individual contract, reductions in those extra days must be made pursuant to Article 11. If a faculty member is working in a position with an extra day contract where the extra days are at the College's annual discretion, but the underlying 168 day contract is a general fund contract, only the extra work days are at the annual discretion of the College, the underlying 168 days may only be reduced as per Article 11.

## **ARTICLE 8 – Workload**

- A. A faculty workload consists of 168 days. It is recognized that the College serves a variety of learners. The role of faculty is rapidly changing as our ideas about the teaching/learning process evolve and new technology carries us into the future. There is a need for a flexible definition of teaching which will accommodate these changes.

The parties recognize some faculty members may find it necessary to prepare course work during winter and spring break periods, or for other College-related activities; accordingly, each faculty member shall have the opportunity to exchange up to three nonteaching contracted days for up to three self-directed days during winter break, spring break, advising, and other College-related activities. Those faculty members seeking approval to exchange these days will prepare a work plan with their appropriate administrator that specifies the activities to be performed during these exchange days.

The primary responsibility of faculty is the facilitation of student learning, which may include a broad array of job elements, each containing several facets, dependent upon the specific faculty assignment as described in the annual work plan. The following job elements and activities describe the major areas of faculty responsibilities:

Teaching: Responsible for subject matter mastery, curriculum development, instructional design and delivery, assessment of student learning, establishing a positive learning environment and completing related administrative requirements.

Learner Support and Development: Activities which result in a student's personal, social, academic, or career-oriented growth. These may include, but are not limited to, program-related administrative tasks, instructional support, advising, testing, retention/recruitment, consultation, counseling and special event coordination.

Communication, Collaboration and Professionalism: Involvement with internal and external constituencies to improve the quality of teaching and learning and the work environment at the College. Responsible for demonstrating professional and collegial attitudes and abilities which contribute to the growth and well being of the department, division and College.

Community Partnerships: Active in developing partnerships with individuals, groups and organizations outside the College. Activities may include the development and management of grants and contracts, provide leadership and management of joint activities, plan and implement coordinated services, plan and present workshops and serve on boards and job-related committees.

Professional Development: Activities which contribute to the continuing development of content expertise, scholarship, skill, and/or professional behavior. These may include participation in short and long term professional organizations, and participation in College and program accreditation activities.

- B. The assignment for a faculty member may include activities in all or any of the major responsibilities described in Section A above. A 1.0 FTE faculty contract is defined as 45 credit equivalents per academic year. Faculty members are also expected to participate in department and division responsibilities, appropriate College in-service activities, personal and program evaluation, student advising, committee or council assignments and other professional duties relating to the assignment.

Any single academic quarter shall not exceed 18 credit equivalents without the faculty member's agreement. The total hours assigned to student contact teaching and assigned professional activities shall not normally exceed an average of 26 hours per week.

Credit equivalents for each course will be calculated to three decimal places in the following manner:

- Lecture: Courses in which the ratio is 10-12 contact hours to 1 student earned credit will have a workload factor of 1.0.
- Lab: Courses in which the ratio is 20-30 contact hours to one student earned credit will have a workload factor of 1.0 or 0.682. Every course with lab hours

will be evaluated by department faculty and division deans using the criteria listed in Article 8, section F. and a determination of which lab hours have a workload factor of 1.0 and which have a workload factor of 0.682 will be made. If agreement cannot be reached, the Workload Oversight Committee will review the decision and make a recommendation. (see Article 8, section F.) Workload calculation forms for each course, signed by the department chair and division dean or associate dean will be on file in the Academic Affairs office. For an individual class, the number of hours having a workload factor of 1.0 cannot exceed the number of credits a student earns.

- Lecture/Lab: For courses that include a combination of lecture and lab hours, the number of lecture hours plus the number of lab hours that have a workload factor of 1.0 cannot exceed the number of credits a student earns. All other hours will have a workload factor of 0.682.
- Non-credit: Courses in ABE/GED, ESOL, Life Skills, and Specialized Training that are non-credit will have a workload factor of 0.789. A full-time faculty workload will be 19 student contact hours per week. For contracted faculty who are less than 1.0 FTE, the hours per week will be prorated.

Current workload calculation forms will be reviewed as needed. When new course outlines are developed, a workload form will be completed by the department faculty and division dean or equivalent and submitted to the Academic Affairs office with the new course outline.

The Administration shall have sole and exclusive authority in assignment of student contact teaching and other professional activities related to the assignment. 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 Workload Oversight Committee after meeting with his/her supervisor (see Article 8, section F). Self-directed professional tasks related to the teaching assignment shall constitute the remainder of a 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, attendance at campus committees and other professional tasks are permissible self-directed activities.

- C. A contracted member of the faculty who is assigned scheduled and self-scheduled professional duties such as counseling, library and media specialist work, cooperative work experience student coordination, family resource work, disabled student services coordination, learning center coordination, small business advising, specialized training, instructional computing or any similar assignment shall be scheduled for 33 hours per week of professional duties specified within their position description. Self-directed professional tasks related to the teaching assignment shall constitute the remainder of the faculty member's workload.

- D. The parties to this Agreement recognize that some instructional responsibilities clearly do not match the other definitions and are therefore unique. Unique assignments, in any case, shall be automatically reviewed at the end of the first year of the assignment.
- E. The Association and the College will appoint a task force for the purpose of defining, recognizing, and calculating non-instructional or collateral workload duties under this Article.

The task force will deliver its recommendations to the President of the College and the Faculty Association not later than March 2008. The President of the College and the Faculty Association will identify a process and timeline for opening the faculty contract to negotiate the implementation of the task force's recommendations.

- F. The Association and the College shall establish a Workload Oversight Committee; the Committee shall consist of three Association appointees and three College appointees.

Upon request by either the Association or the College, the Committee shall review faculty assignments to determine conformance with this Article. If a majority of the committee finds that an assignment does not conform with the requirements of this Article, it may direct the appropriate vice president to develop a conforming assignment for the faculty member. If the deliberations of the committee result in a tie vote between Association and College members, the whole matter shall be referred to the College President for a decision.

If a teaching assignment for a trial service faculty member includes a course or training activity that is a noncredit offering, an occupational supplementary offering, a distance education offering, or an offering for the employees of a specific employer that has contracted with the College for training, the proposed teaching assignment will be subject to automatic review by the Workload Oversight Committee. If the Committee finds that the proposed assignment for the trial service faculty member clearly requires extraordinary: a) preparation time or professional development; b) research and analysis regarding student characteristics or industry needs; c) technical support; d) commuting costs (to locations other than place of primary work assignment); or e) time for the customization of the offering, it may direct the appropriate vice president to modify the overall workload assignment to accommodate the extraordinary requirement of the offering that has been reviewed. Faculty members who are not trial service employees may request that the Workload Oversight Committee review any assignment that aligns with the description set forth in the first sentence of this paragraph. As above, tie votes between Association and College representatives on the committee will result in the matter being referred to the College President for decision.

The Workload Oversight Committee has the authority to order that adjustments be made in workload; it cannot approve or disapprove specific teaching assignments. However, it is presumed, throughout this Article, that faculty will only be assigned to courses or training activities that they are qualified to teach or lead.

If the Workload Oversight Committee finds it necessary to develop time lines for any aspect of its work, it may propose such time lines to the College President and the President of the Faculty Association. Upon the approval of the College President and President of the Faculty Association, the promulgated time lines shall become effective and binding.

At the request of department faculty or deans/directors, the Workload Oversight Committee will review courses where department faculty and division deans cannot reach agreement on the workload credit for a course with lab hours. The Committee will use the following criteria in making their determination about the eligibility of class lab hours to be given a workload factor of 1.0:

1. In order to effectively achieve the outcomes of the course, the learning activities that occur during lab hours create work for faculty that must be accomplished outside the scheduled course hours. This time required outside of lab is similar to the time required outside of a lecture class of similar length.
  2. Faculty are engaged in facilitating learning by leading demonstrations and by guiding and supervising a student's application of learned concepts. This regular and consistent interaction requires faculty and students to be present during the lab hours.
- 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 noninstructional 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 16 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 noncontracted instructional personnel. Determination of the rate of compensation shall be made prior to the first class meeting.

- J. The right to summer overloads will be limited to the equivalent of 1 class, (not to exceed 5 credits). Other than reasonable guidelines necessary to ensure sound educational practices, the College will not enact rules that deny the eligibility of members of the Association to assume overload or summer work assignments.
- K. Except for 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. A faculty member's assigned professional activities may include one new course development per year, unless the Administration shall determine other assigned duties create a full workload.

The Association and College have agreed that prior to developing a course new to the curriculum, the faculty member and their administrator will discuss the development of the course and assess the amount of noninstructional hours needed for each credit to complete this task. 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 for the time previously agreed upon between the faculty member and administrator for each credit of the new course, or by a mutually agreed amount of compensation and/or release time. Lacking prior agreement between the faculty member and administrator, compensation will be at the rate of not more than ten noninstructional hours per credit of the new course.

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).

#### **ARTICLE 9 - Rights to an Individual Contract**

- A. Faculty who are not currently contracted will be offered a contract the following Fall Quarter when they have worked for the College a total of more than 24 credit hours or more than 53.4 percent of a workload, as defined in Article 8, for three consecutive quarters (excluding Summer Quarter) and are assigned a workload of more than 53.4 percent the following Fall Quarter. For 0. Courses, 32 hours per week will be considered a full load.
- B. Additionally, the Faculty Association may request a review at least two weeks prior to the beginning of Winter and/or Spring Quarters of an individual noncontracted faculty member's workload. An individual contract will be offered, after the required

review, if the noncontracted faculty member has worked a total of more than 24 credit hours or more than 53.4 percent of a workload for three consecutive quarters (excluding Summer Quarter) and is assigned a workload of more than 53.4 percent for the following quarter.

- C. The calculation of workload for these purposes will include only courses taught in the same discipline and will include only student/client contact hours that are part of the regular assignment.

## **ARTICLE 10- Insurance**

- A. From July 1, 2006, through December 31, 2006, the College will continue in force and effect those employee medical insurance programs (medical, dental, vision) that were in effect on June 30, 2006. The programs shall be provided by the College under the same terms and conditions as were in effect on June 30, 2006.
- B. For the 2007, 2008, 2009, 2010, and 2011 insurance years, the College will provide medical, dental, and vision insurance coverage to contracted faculty members under the following terms and conditions:
  - 1. The College will make available medical, dental, and vision insurance plans that contain the major components of the coverage in effect on December 31, 2006. The medical insurance plan, specifically, shall be comprehensive in scope and must include preventative, professional, hospital, emergency services, and prescription drug coverage. The medical plan must make provision for the coverage of dependents/families.
  - 2. College- and Association-appointed representatives will confer and agree on specific insurance plan design options to be made available to members of the Association. The College and Association shall also agree on the selection of insurance carrier(s). In the event the College and Association cannot reach timely agreement on insurance plan design options or insurance carriers, the parties agree to utilize the services of a mutually agreed-upon mediator. The parties agree to equally share the costs of any required mediation.
- C. The College's designated annual premium contribution to health insurance (medical, dental, vision) premiums for Association members shall not exceed \$818 per month per Association member in the insurance year beginning January 1, 2007 and ending September 30, 2007, or that amount increased by ten percent a year compounded for subsequent years. In the event the College can secure acceptable health insurance plans (see B 1-2 above) for a subsequent year for less than its designated annual premium contribution, the College paid premium shall be limited to the actual premium charged by the carrier, adjusted for the level of contribution set out in Article 10, section D below.

- D. Employees shall pay for two-party and family coverage an employee contribution of 25% of premium. If additional employee costs are necessary to secure agreed upon health insurance coverage, the Association shall notify the College of how it wants additional employee costs allocated, shared, and/or how it wants the plan design to be altered. Unless the Association's plan for additional cost allocation, sharing, or suggested plan design changes among employees is inconsistent with other sections of this Article, or impractical because of administrative limitations, the Association's methods will be adopted.
- E. The College will investigate insurance "opt out" arrangements with its medical, dental, and vision carriers. If "opt out" options can be provided without adversely impacting the overall cost of providing insurance coverage to other members of the Association, and can be done so on a basis that assures the College that the affected employee is covered by the comprehensive group health insurance plan of another employer, "opt out" arrangements will be made available beginning with the 2008 insurance year. Employees approved for "opt out" shall be entitled to 30% of the individual premium amount that would otherwise have been paid to the insurance carrier so long as such payment is permitted by law and does not increase the cost of providing health insurance to other members of the Association.
- F. During the effective term of this Agreement, the College will provide life insurance, long-term disability insurance, accidental death and dismemberment insurance, and dependent life insurance to all contracted employees. The configuration, design, and scope of these other insurance programs shall be at the discretion of the President, but shall be substantially similar to those programs in effect on June 30, 2006.
- G. During the effective 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 will be comparable to that currently provided and in force as of June 30, 2006.
- H. To the extent permitted by law, employees may utilize a Flexible Spending Account (FSA) to shelter from tax an employee insurance premium contribution for their eligible dependents, health care spending for eligible expenses, and/or eligible dependent care spending expenses.
- I. The College is authorized to make any payroll deduction specified in this Agreement to cover health insurance premium costs.
- J. The insurance programs identified in this Article shall be provided only in accordance with the underwriting rules and regulations set forth by the insurance carriers in policies retained by the College. In spite of any statement in this Agreement to the contrary, nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the College and the insurance carriers. The College shall not be obligated under any circumstance whatsoever, to pay for any medical, dental, vision, life and dependent life, liability,

or long term disability expense not covered by the insurance carriers. Nothing in this Agreement, however, shall limit an employee's right to appeal or otherwise challenge against the carrier any interpretation, meaning, or intent of the provisions of any insurance contract applied by the carrier.

- K. The College cannot, and does not, guarantee against unilateral changes in benefits initiated solely by the insurance carriers. In the event of provider-initiated benefit or program changes during the life of this Agreement, the President, in consultation with the Association, is authorized to make those adjustments and agreements that are, in his/her judgment, reasonably consistent with those benefits in effect prior to the unilateral change and are in the best interest of the College and its employees.

#### **ARTICLE 11 - Reduction**

- A. 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.
- B. 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 (DPD) 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 competency at Linn-Benton Community College.
- C. 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.
- D. Appropriate reduction of entire DPD or of portions of DPD 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.
- E. 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 DPD are made.

- F. Those faculty members affected by potential reduction will be encouraged to make themselves qualified for new positions through professional development monies.
- G. 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 substantial and unforeseen budget emergencies or major loss of 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.
- H. 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 DPD 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 23 or temporary faculty members who are not governed by 2 below.
    - c. faculty members in the bargaining unit who are on trial service status
    - d. faculty members not affected by the provisions above.
  - 2. Temporary faculty members hired as replacements for less than 168 days or to fill positions vacant because of approved leaves of absence shall not be entitled to the job protection provisions of this Agreement (see Articles 11 and 22).
  - 3. Persons employed by the Board whose direct compensation is provided for by grants or contracts whether governmental, private, or nonprofit shall not be subject to the provisions of this Article. The College shall be authorized to issue individual employment contracts that are contingent upon, or limited by, the availability of the underlying grant or contract resources. At the same time, these employees shall not be displaced from their positions by faculty members exercising their rights under this Article. The College may continue to employ faculty in the Diagnostic Imaging program. Such faculty shall not be subject to the provisions of this Article; the intent is not to weaken Article 11 protections for other bargaining unit members. During the life of this contract, the College and the Association shall meet to further define additional

cost-recovery service delivery models. Upon approval of the Association, additional faculty may be employed under such a delivery system.

4. With respect to 1d above, the order of reduction within the affected DPD 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 22. 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 noneducational 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.
- I. 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 reemployment.
  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, unless the person becomes eligible for comparable employer-paid insurance benefits, or Medicare benefits, at an earlier date.
  3. The Administration will institute a recall list which, when implemented, will insure reduced faculty members who have recall rights, (see 5 below), will be offered reemployment 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 reemployment.
  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 Section H 1 b, c, d 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 11 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 Section H 1 a, 2 or 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.
  
- J. By mutual agreement between the faculty member and their supervisor, and with the supervisor consulting with the department chair and/or program chair, the contract may be adjusted during the current and/or subsequent contract year(s) without going through the reduction in force procedures, as described in Sections A-I above.

## **ARTICLE 12 - Salary Placement**

- 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 performance competence estimated from prior experience in a position comparable to the opening at LBCC, plus the total number of point credits assigned for subject matter competence in accordance with the following:

1. Performance Competence: Salary credit for prior experience will be given only if the experience is directly comparable to the job duties and workload of the open position at LBCC.

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:

- 1) Two points will be granted for the initial year of comparable technical work experience.
- 2) One point per year will be granted for the next five years of comparable technical work experience.
- 3) Points granted for comparable technical work experience for seven or more years will be at the rate of one-half point per year.
- 4) 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. Professional organization memberships are not eligible.

- B. The hiring supervisor (dean, director or designee) in consultation with staff in the appropriate discipline will review application materials with an Academic Affairs Office representative to identify work experience, certificates, and education and other indices that are relevant to the position being filled. The College will assign a high priority to salary placement decisions, and will communicate placement decisions to the affected faculty member at the earliest possible time.
- C. After total points are computed, the total is rounded to the nearest whole number.
- D. Any grievance concerning initial placement must commence within 60 working days of the faculty member's first paycheck.
- E. The initial salary placement of a new faculty member on the salary schedule will be as indicated below:

Salary Step Schedule

Points	Step
12 & under	2
13-16	3
17-20	4
21-24	5
25 & over	6

- 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.
- G. The College President may authorize salary placement for any newly hired faculty member at any step on the salary schedule when he/she determines that there is compelling College interest that requires such a placement.

### **ARTICLE 13 - Association Security**

- A. Faculty members will have regular monthly dues to the Association deducted from their paychecks. All dues so collected shall be paid in the aggregate each month to the treasurer of the Association.
- B. Any faculty member may certify in writing to Human Resources his/her wish to pay the in-lieu-of dues representation fee, as provided for by Oregon law.
- 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 Human Resources 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 Human Resources agreement has been reached.
- D. 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 Section B above.
- E. All notice requirements under this Article shall be in writing.

### **ARTICLE 14 - Funding**

- A. The Board agrees to include in any proposed budget amounts necessary to reflect the level of salary and benefits provided in this Agreement. The parties recognize, however, the Board does not guarantee 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, the Association or Board, in order to mitigate staff reductions under Article 11, may propose that the contract be reopened for renegotiating salary and benefit levels. Board and Association representatives must meet within 10 working days after receipt of such a proposal,

and renegotiations must conclude within 30 calendar days of the initial meeting. The Board and Association shall, in good faith, consider all salary and benefit proposals made during this period of renegotiation. Neither side shall be required to agree to any proposal made during the period of renegotiation. If no Agreement is reached then the present level of salary and benefits shall remain in effect.

#### **ARTICLE 15 - 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 16 - Faculty Salaries**

- A. Salary schedules for academic years 2006-07 through 2010-11 are attached as Appendix A to this Agreement.
- B. Effective January 2007, the College shall not withhold from members' salaries the employee contributions/payments required by the Public Employee Retirement System (PERS) and/or Oregon Public Service Retirement Plan (OPSRP). The College shall assume and pay the six percent (6%) employee contribution for members participating in PERS or OPSRP. Such paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for purpose of applicable law.
- C. The standard number of contract days faculty will work during the terms of this contract will be 168 days per academic year. There are some work areas within the College that require an exception in work days, specifically where grant or employment contracts require additional days and/or at times for services that are not related to the typical academic year of the College.
- D. For the 2006-07 academic year, faculty members will be placed on the appropriate salary schedule at one step above their step placement on the 2005-06 salary schedule. Faculty members not on probation will automatically advance one step each year on the published salary schedules. Upon ratification of the contract, retroactive payments reflecting increases in step, cost of living adjustments to the salary schedule, overload pay, and department chair compensation shall be made to individual faculty members not later than February 2007.
- E. Contracts will be adjusted proportionately for less than or more than a full 168 day contract and/or less than or more than a full-time contracted workload.

- F. 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 prorata salary which reflects the instructional assignment of the new contract year.
- G. Annual base salary specifically excludes overload compensation, summer term pay, and adjustment for department chairperson duties or program chair duties.
- H. Placement and compensation for summer work and overloads for members of the bargaining unit shall be in accordance with the schedule published as Appendix B.
- I. Overloads for faculty members teaching any class or contracted training or performing duties that are student/client contact in nature and that are the same or similar to their regular job assignments will be paid on a credit hour or credit hour equivalent basis. Duties outside the scope of their student/client contact assignment such as curriculum development, grant writing, and/or student advising (except for counselors) may be paid at the hourly rate.
- J. Faculty who provide training and services paid for by a third party may be compensated according to the guidelines set out in the April 22, 1999, memorandum that covers this topic. Deviations from these guidelines must be approved by the College President and Faculty Association President. Additionally, the above schedule shall not prevent the College and a faculty member from reaching agreement on a proportional salary payment plan when overload or summer class enrollments exceed, or do not reach, the class size standards of the College. The proportional pay salary memorandum dated December 3, 2006 (see Appendix C), will take effect during winter term of 2007; deviations from this memorandum must be approved by the College President and Faculty Association President.

#### **ARTICLE 17 - 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 College 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. The College agrees to release the Faculty Negotiations Chair from one three-credit class (or the equivalent thereof) during any years when active bargaining occurs with an option for the Faculty Association to buy an additional six credits at the overload rate.

## **ARTICLE 18 - Intellectual Property Rights**

### **A. Property of the College**

All written, electronic or other instructional materials developed where the writer or developer is reimbursed by the College for the work, or the work is done on regular College hours, becomes the property of the College. The College has the right to print and use such materials so long as they are not published or sold for a commercial profit. The College shall negotiate an agreement with the writer or developer of such materials before selling the materials for commercial profit. The agreement shall compensate the writer or developer at a level that is fair, reasonable, and market-based. The writer or developer shall not unreasonably withhold his or her consent to the planned sale or the terms of the offered agreement.

### **B. Property of the Employee**

Any written, electronic, or other instructional materials developed by an employee on his/her own time are deemed to be his/her property. Use of the published works of an employee by the College is accomplished by standard procedures through publishers. Any use or publication of other such material by other staff members, by the College or its designated agents, other than the developing person, is arranged through a negotiated agreement (prior to use) with the author and publishers.

### **C. Joint Property**

If the written, electronic, or other instructional materials are developed through the use of the resources of both the faculty member and the College, then a written agreement is to be developed stating the share of ownership belonging to the parties. Neither party may sell joint property for a commercial profit without first negotiating an agreement between themselves.

- D. The College is committed to supporting instructional innovation and effectiveness. Such innovation occurs in traditional, face-to-face classes and, increasingly, in

other distributed forms of learning. The following rights, roles, and responsibilities shall be observed in regard to distributed learning offerings:

1. A faculty member's class notes and class lecture materials are his or her property; this rule shall apply to both distributed and regular classes.
2. The College retains control of the curriculum and course offerings of its approved programs, including distributed courses.
3. When the College offers a distributed class to be taught by a faculty member other than the original developer of the course materials that are proposed for use in the class, the College shall recognize and honor any existing copyrights. Article 18 shall govern when, and by whom, an ownership interest may be asserted in course materials.
4. Copyrighted course materials shall not be edited or in any way modified without the prior approval of the copyright owner(s).
5. Faculty members holding an exclusive copyright on course materials developed for a college course may use those materials for any lawful purpose, including teaching courses for another institution.
6. Faculty members who have developed a distributed course will have the right of first refusal to teach that class if the class is, in fact, offered within one year of its development.

#### **ARTICLE 19 - Professional Development**

- A. The purpose of professional development is to benefit faculty members and the College 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 goals while adding to the instructional quality of the College.
- 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 \$495 for 2006-07, \$515 for 2007-08, \$535 for 2008-09, \$555 for 2009-10, and \$575 for 2010-11.

Monies for this purpose not expended in any fiscal year shall be re-budgeted into this category for the succeeding fiscal year. Monies not expended in fiscal year 2005-06 may be expended for other purposes as agreed to by the College and the Association.

- 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, the expected benefit to the College, and when appropriate, how it enhances student learning outcomes at the department and institutional level.
- E. If the anticipated activity overlaps a contract day, the applicant shall notify his/her supervisor in writing stating the intent to participate in a professional development activity, including a brief description of the activity. When practical, this notice shall be given at least five working days prior to the anticipated activity. When circumstances make five days notice impractical, a good faith effort to communicate the intention to participate in an activity should be made as soon as possible.
- F. 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 College 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, or Vice President for Academic Affairs if the President has delegated authority to this person.
- G. 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 College subsequent to the funded activity or repay all funds received under that grant.
- H. Professional development activities requiring a leave are addressed in Article 20A.

## **ARTICLE 20 - Leaves**

### **A. Professional Development Leave**

- 1. Some professional development activities will appropriately require a leave. These activities might include, but not be limited to, learning new instructional techniques related to the faculty member's instructional area, specific research or creative efforts related to the instructional area, or enrollment in studies to

gain knowledge or to complete the requirements for a related degree or certificate. Each year the College will grant the equivalent of two, full-time professional development leaves for a total of 90 credit equivalents. Each leave would be funded at the faculty member's regular full-time pay. The Board agrees to provide insurance coverage on the same terms as conditions available to faculty members not on Professional Development Leave.

These leaves may be granted for a portion of one term, for an entire term, or for up to three terms. A faculty member granted a professional development leave agrees to return to service for the College for an amount of time equal to twice the length of the leave. Otherwise, all funds the staff member received under the leave from the College must be repaid in full.

2. Faculty members returning from approved professional development leave will retain all seniority credits and sick leave accrued prior to the first day of leave. Sick leave will not accrue during the leave. Returning faculty members shall be placed at the salary level which would have been attained had the faculty member not been on leave.
3. Each applicant shall file a formal application for professional development leave 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. Requests for professional development leaves shall be made to the Professional Development Committee at least 90 days in advance of the commencement of the leave.
4. All applications will be reviewed by the Professional Development Committee appointed by the College President. After a review of all applications, the Committee will recommend to the College President (or Vice President of Academic Affairs if the President has delegated approval authority to this person) a course of action for each proposal. All professional development grants must be approved by the College President (or Vice President of Academic Affairs if the President has delegated approval authority to this person).

#### B. Leave for Educational Purposes

1. A faculty member who is not on trial service shall, upon approval, be granted a leave of absence for educational purposes without pay for up to one year. A faculty member who has served for ten years shall, upon approval, be granted a leave of absence for educational purposes without pay for up to two years. No request for leave for educational purposes shall be unreasonably denied provided there is a reasonable expectation the faculty member will return to employment with the College, and the College is able to provide staffing for the employee on leave. A faculty member granted a leave of absence for educational purposes agrees to return to service for the College for an amount

of time equal to the length of the leave. To initiate this process, the employee completes a Personnel Transaction Request form for "Leave of Absence," and submits it to his/her immediate supervisor at least 90 days in advance of the commencement of the leave.

2. If a leave of absence is undertaken for an educational purpose (as ultimately approved by the President), the employee should indicate on the form the leave is a "leave for educational purposes." 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.
3. Faculty members shall receive no pay from the College during the leave of absence for educational purposes. The Board agrees to provide employee-only insurance coverage for the faculty member and their currently enrolled dependents under the same terms and conditions as that provided to contracted faculty members under Article 10 - Insurance, provided the faculty member reimburses the College in advance on a monthly basis for their share of insurance premiums. Premiums paid by the College on behalf of the faculty member and dependents during the leave must be repaid in full should the faculty member fail to return to employment with the College for an amount of time equal to the leave, or should the faculty member return for less than the required period, the amount of premium to be repaid will be prorated accordingly.

#### C. Extended Leave

1. A faculty member who is not on trial 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 shall, upon approval, be granted an extended leave of absence without pay for up to two years. No request for extended leave shall be unreasonably denied provided there is a reasonable expectation the faculty member will return to employment with the College, and the College is able to provide staffing for the employee on leave. A faculty member granted an extended leave of absence agrees to return to service for the College for an amount of time equal to the length of the leave. To initiate this process, the employee completes a Personnel Transaction Request form for "Leave of Absence," and submits it to his/her immediate supervisor at least 90 days in advance of the commencement of the leave.
2. If an extended leave of absence is taken for reasons other than an approved educational purpose, the employee should indicate on the form the leave is an "extended leave." If 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.

3. Faculty members shall receive no pay or benefits from the College during an extended leave but shall have the option of remaining in the College's insurance group plan by reimbursing the College in advance on a monthly basis for insurance premiums.

D. Sick Leave

1. Sick leave is an employee benefit. Faculty on 168-day contracts will accrue ten days of sick leave per school year. Faculty members who are contracted in excess of 168 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

2. 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.
3. Contracted faculty members substituting for their colleagues who are on sick leave will receive overload pay.
4. Unused sick leave will accrue on an unlimited basis and will be reported to PERS on separation.
5. Members of the Association with sick leave balances in excess of 160 hours may contribute up to 20 hours of sick leave to a pooled reserve (the donor, after donation, must retain a sick leave balance of 160 hours). The total number of hours in the pooled reserve shall not exceed 1500 hours. If offers of hours exceed the amount necessary to achieve a balance of 1500 hours, hours will be accepted from employees who have the highest sick leave balances prior to donation. Hours donated to the pooled reserve cannot be reclaimed. The Human Resources Office will accept pooled reserve donations throughout

the year, but is not required to advertise or solicit donations more than once a year.

The pooled reserve shall be available to Association members who:

- a. have been absent from work with a physician's certification for at least 20 work days within 25 consecutive work days for initial qualification. Eligibility to draw from the sick leave pool ends after 90 consecutive calendar days from the last actual on-site work day;
- b. are not yet approved to receive a benefit under the long-term disability plan;
- c. are seeking support through the pooled reserve for their own illness or personal injury;
- d. have exhausted their own sick leave; and
- e. are unable to return to work because of illness or injury.

E. Personal Leave

1. Each member of the bargaining unit shall have access to a maximum of two days of personal 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, emergency childcare) which cannot be scheduled outside regular hours of work. Personal leave will not be used for recreational purposes. Personal leave days will be charged to accumulated sick leave.
2. Except in cases of a bona fide emergency when circumstances would make prior notice impractical, a written notice for personal leave must be made to the dean/director or designee five days in advance.

F. Leaves Governed by Policy

The following leaves shall be granted in accordance with the following Board policies (see Appendices) as per the date this contract is ratified:

Bereavement Leave, as per Board Policy 6132  
Jury Duty/Subpoenas, as per Board Policy 6131  
Medical Leaves, as per Board Policy 6070  
Military Leave, as per Board Policy 6300  
Parental Leave, as per Board Policy 6150

The parties acknowledge that state and federal law may, from time to time, require changes to the above policies. If such changes are required during the term of this contract, the Board shall confer with the Association on the changes and shall

make every good faith effort to not erode protections and benefits provided in the original leave policies.

#### **ARTICLE 21 - Tuition Waiver**

- A. The Board agrees to waive tuition and general College fees not associated with a particular class or classes for faculty members or dependent(s) with a dollar value equal to the resident tuition rate for nine credits per term. For the purposes of this Article, dependent means a person that can be claimed by the faculty member as a dependent for Internal Revenue Services purposes; or someone who is eligible for coverage as a dependent under the College's medical insurance program.
- B. Additional classes beyond the tuition waiver credit may be taken by the faculty member at no tuition cost on a space-available basis and registered for on the last working day before the class begins.
- C. Classes may be taken by the faculty member at no tuition cost if the supervisor assigns them to enhance his/her professional skills.

#### **ARTICLE 22 – Performance Appraisal**

- A. The primary purpose for the faculty performance appraisal process at LBCC is for professional growth and development. The performance appraisal is based upon the premise that each person is capable of improving his or her performance when a carefully planned appraisal system is fairly and consistently administered. The primary goal is the pursuit of professional excellence in a multidimensional educational institution which supports student learning. Secondly, administrators at the College will obtain better information with which to make personnel decisions.
- B. Appraisal for faculty will be based upon job elements and activities of individual faculty's responsibilities described in Article 8A. Appraisals will be completed to analyze a faculty member's performance as measured against standards set by the Administration. Trial service faculty will be appraised in writing on an annual basis utilizing methods listed in Section C below. 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 ten, 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. Appraisals will be based upon performance over the entire appraisal period.
- C. Appraisals will use a variety of methodology that will include student evaluation whenever appropriate and self evaluation; and will include, but not be limited to, some of the following:

Written appraisal by supervisor  
Self-appraisal  
Customer appraisal  
Classroom visitation  
Discussion between supervisor and faculty member  
Peer appraisal  
Stated objectives, achievement  
Video tape replay

- D. 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.
- E. Student evaluations of faculty shall be distributed and collected by a disinterested person appointed by the dean/director and no later than two weeks before the end of the term.
- F. The implementation management and evaluation of the faculty performance appraisal system shall be the responsibility of the Vice President for Academic Affairs. The vice president shall appoint a standing committee to advise/consult with him/her on the implementation, management and evaluation of the performance appraisal system. The majority of members of the standing committee shall be members of the Association; these members will be appointed by the vice president after conferring with the President of the Association.

## **ARTICLE 23 - Discipline and Retention**

### **A. Discipline**

1. Recognizing the need for faculty members to 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 just cause by the Administration. The grounds for discipline under this Article shall be the same as those applicable to management and exempt employees as set out in Board Policy 6080 as in effect on July 1, 2006.
2. Discipline will be progressive in application and will commence at a point reasonably determined by the Administration and appropriate to the severity of the faculty member's action or inaction warranting discipline.
3. Forms of discipline shall be applied from among the following:
  - a. For trial service employees: verbal warning, written warning, written reprimand, probation, continuation on trial service status, and termination. Suspension with or without pay may be applied if the situation warrants.

- b. For faculty members not on trial service: verbal warning, written warning, written reprimand, probation, return to trial service, and termination. Suspension with or without pay may be applied if the situation warrants.
- 4. In the event the College has reasonable just cause to believe that flagrant misconduct has occurred, the College retains the right to suspend a faculty member immediately with or without pay pending further investigation. Within a reasonable period of time, the College will develop a written statement of charges and provide a copy to the faculty member. A copy will also be placed in the faculty member's personnel file. A faculty member cleared of charges will be reinstated without loss of pay or accrued benefits, and documents relating to the incident will be removed from the faculty member's personnel file. If the charges are valid, appropriate discipline, as determined by the College, will be imposed.
- 5. In addition to the provisions of Section A1-4, 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 just cause exists to support a decision for probation.
  - b. Documentation to support a finding of just cause shall include a written statement of the grounds for probation.
  - c. The affected faculty member will be notified in writing of the grounds for probation.
  - d. A work improvement plan to remedy the condition(s) or performance problem(s) will be developed. This plan will be developed collaboratively with the faculty member, if possible. The work improvement plan shall include a statement of how the Administration will evaluate the expected change(s) of condition(s) or performance and a time line during which the expected change(s) are to be accomplished by the faculty member.
- 6. In addition to the provisions of Section A1-4, the following shall apply if the discipline to be imposed is continuation on trial service status:
  - a. The appropriate administrator, in consultation with the immediate supervisor, will determine if just cause exists to support continuation on trial service status.
  - b. Documentation to support a finding of just cause shall include a written statement of the grounds for continuation on trial service status.
  - c. The affected faculty member will be notified in writing of the grounds for continuation on trial service status.

- d. A work improvement plan to remedy the condition(s) or performance problem(s) may be developed. The faculty member may request that a work improvement plan be developed. This plan will be developed collaboratively with the faculty member, if possible. The work improvement plan shall include a statement of how the Administration will evaluate the expected change(s) of condition(s) or performance and a time line during which the expected change(s) are to be accomplished by the faculty member.
  - e. 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(s) or performance.
  - f. A finding that the faculty member continued on trial service status has not corrected or will not be likely to correct such unsatisfactory condition(s) or performance in the time period specified by e above will lead to nonrenewal, and this nonrenewal will not be subject to the grievance procedure. At a time other than the end of a contract year, termination of a faculty member on continued trial service status will follow the procedure outlined in Section A8 below.
7. In addition to the provisions of Section A1-4, 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 just cause exists to support the return to trial service status as an alternative to termination.
  - b. Documentation to support a finding of just cause for return to trial service status shall include:
    - 1) a written statement of the grounds for return to trial service status;
    - 2) a finding that the affected faculty member was notified in writing of the unsatisfactory condition(s) or performance;
    - 3) a finding that adequate time was available to correct the unsatisfactory condition(s) or performance;
    - 4) a finding that the faculty member has not corrected such unsatisfactory condition(s) or performance.
  - c. The affected faculty member will be notified in writing of the grounds for return to trial service status.
  - d. If not existent, a work improvement plan to remedy the condition(s) or performance problem(s) will be developed. This plan will be developed

collaboratively with the faculty member, if possible. The work improvement plan shall include a statement of how the Administration will evaluate the expected change(s) of condition(s) or performance and a time line during which the expected change(s) are to be accomplished by the faculty member.

- e. 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 to be reasonable by the Administration, to correct the condition(s) or performance.
  - f. Once the faculty member has received the written statement described in c above, the grievance Article time lines apply.
  - g. A finding that the faculty member has not or will not be likely to correct such unsatisfactory condition(s) or performance in the time period specified by “e” 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.
8. In addition to the provisions of Section A1-4, 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 just cause exists to support a decision for 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:
    - 1) a written statement of the grounds for the termination;
    - 2) a finding that the affected faculty member was notified in writing of the unsatisfactory condition(s) or performance;
    - 3) a finding that adequate time was available to the faculty member to correct the unsatisfactory condition(s) or performance;
    - 4) a finding that the faculty member has not or will not be likely to correct such unsatisfactory condition(s) or performance.
  - c. The affected faculty member will be notified in writing of the grounds for termination.
9. 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 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 President or designee 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. For first year trial service employees the College may give written notice on March 15 that their notice will be extended to May 15. The faculty member must notify the President or designee in writing on or before April 1, or June 1 if notice was not received until May 15, 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 23A 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 23A.
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 24 - 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) may invoke this article to seek clarification of the contract and related issues. Faculty member(s) will first try to reach an acceptable resolution to an issue through discussion with their appropriate administrator. If not satisfactorily resolved, the issue may be sent 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 Association may also invoke this article to seek clarification of the contract and related issues. The Association will first try to reach an acceptable resolution to an issue through discussion with the College President, or the President's designee. If not satisfactorily resolved, the issue may be sent 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.
- D. 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 25 - 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 group of members of the bargaining unit who allege a violation of a specific term of this Agreement. The Association itself may also be a grievant.
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 or appropriate administrator would not normally be actively employed, including summer months and regular vacation periods, 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. For the Purposes of establishing work periods and time limits under this article, the Association (if it is the grievant) shall be entitled to those rights and presumptions that apply to individual members of the bargaining unit.
3. If a grievant fails to initiate his/her grievance within the time specified herein, the grievance shall be deemed waived.
4. 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.
5. If the Administration fails to adhere to the time limits set herein, the grievance automatically advances to the next step.
6. 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. 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. If the Association is the grievant, the informal discussion required under this section shall be with the College President, or President's designee. If the grievance cannot be resolved informally, the Association is the grievant, the grievant shall

proceed to Step 3 of the grievance procedure (see D.3. below). If the Association is the grievant, the College President shall notify the Association of his/her proposed resolution within 15 days of the initial informal discussion required under this section.

7. If a faculty member discusses an issue with his/her immediate supervisor and it is not resolved, and if they utilize the Issues Clarification Committee the 30 days for the faculty member to file a written grievance will be automatically extended to 30 days from the date the College President responds to the ICC's recommendation on the issue. The President shall provide the affected faculty member with a copy of his/her response at the same time the ICC is notified.

#### D. Grievance Process

Aside from provisions of Article 12D regarding initial salary placement, the following grievance process shall be followed:

- Step 1: If the matter remains unresolved under 5 above, the grievant shall submit a written grievance statement, in an approved format provided by the Association, 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 or 30 days from the grievant's first knowledge of the President's response to the Issues Clarification Committee recommendation. 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 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 to the supervisor. The supervisor shall respond in writing to the grievant within six days; a copy of his/her response along with the grievance statement, shall go to the Association. If the grievance is denied, the supervisor shall respond in writing outlining the reason(s).
- Step 2: If the grievance remains unresolved, the grievant and Association shall respond in writing, providing reason(s) for the grievance remaining unresolved, and shall submit those reason(s) along with 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 and the grievance statement 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. If the Association is the grievant, the grievance statement shall be submitted within ten days of receiving notice of the President's proposed informal resolution as described in C.6. above. The President or his/her representative shall give a written response and the grievance statement 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/her 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 13 or 17. 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 26 - Academic Freedom**

- A. 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.
- B. 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.
- C. 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.
- D. Faculty members shall have the responsibility to present their courses in the manner deemed appropriate for those courses.
- E. 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.
- F. 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.

- G. 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.
- H. 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 27 - Department/Program Chairs**

- A. The College will maintain a written point system for determining compensation for department/program chairs. The purpose of the point system will be to provide consistent placement for compensation for these responsibilities throughout the campus.
- B. With the approval of the dean/director, the amount of compensation may be used by the department/program chair to buy release time at the lowest part-time faculty rate.
- C. The dean/director and department/program chair will review the "Duties and Responsibilities for Department/Program Chairs," document dated May 26 1999, and his/her placement on the point system prior to the faculty member accepting the assignment.
- D. Department and Program Chairs compensation schedules for the years for academic years 2006- 07 through 2010-11 are attached as Appendix D. Any changes to the Department/Program Chair point system (see Appendix D) requires written agreement between the Faculty Association and the College. The Association and College President will appoint faculty and college representatives to form a joint task force for the purpose of reviewing the "Duties and Responsibilities for Department/Program Chairs" document. The recommendations from this task force will be presented to the Association President and College President by June 2008.

#### **ARTICLE 28 – Evening and Weekend Assignments**

Faculty may be assigned to teach evenings and weekends as part of their regular workload. Unless the teaching assignment can fairly be classified as an overload assignment freely accepted by the faculty member, faculty assigned to teach evening

classes that are scheduled to end at, or after, 8 p.m. will not be required to teach a "next day" class earlier than 11 a.m. Faculty, even those teaching weekend classes, will not be required to regularly teach more than five days out of the seven days within a normal week; the two nonscheduled days shall be consecutive. Faculty with non-instructional assignments will also not be required to regularly work more than five days out of the seven days within a normal work week; the two nonscheduled days shall be consecutive.

#### **ARTICLE 29- 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.
- 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 administrator.

#### **ARTICLE 30 - Early Retirement**

All faculty who retire follow the provisions of the Oregon Public Employees Retirement Statute, state and federal laws, and any applicable collective bargaining provisions with the College.

Contracted faculty shall participate in all retirement programs that are provided for in state law. The retirement age for College employees is established by Oregon law and is consistent with applicable state and federal laws and Board policy.

A faculty member who begins or began employment before July 1, 2000, who has been employed by Linn-Benton Community College for ten (10) years as a contracted faculty member (15 years for a faculty member who began employment after January 1, 1995), and who desires to early retire before age 65, but not before age 55, or has completed 30 years in the PERS system, shall, at his or her request, be granted an additional retirement benefit for five (5) years or until age 65, whichever is less.

This benefit will consist of a monthly early retirement stipend equivalent to 1.25 percent retirement calculation based upon the faculty member's highest 12 months of salary within the 36 months immediately prior to the effective date of early retirement.

In addition, group medical, vision, and dental insurance coverage that is available to contracted faculty members will continue to be provided by the College for the early retiree only. This coverage for the early retiree will be provided under the same terms and conditions as that provided to contracted faculty members (see Article 10 - Insurance).

At his/her expense, the early retiree may continue to purchase existing dependent medical, vision and dental coverage on the College's insurance plans. The premium amount for their dependent's participation will be deducted from the early retiree's monthly stipend amount prior to their payment. Any additional premium cost not covered by the stipend amount will be paid by the early retiree directly to the College.

#### **ARTICLE 31- Designated Trial Service Positions**

- A. Beginning with faculty who start employment on or after July 1, 2007, the College may designate and maintain up to three trial service positions as dependent upon funding with the understanding that these positions, which shall be specifically identified, are, in the event of a decline in program enrollment or a lack of college-wide financial resources, not subject to Article 11 H 1. No faculty member employed in a position designated under this Article shall be subject to such a designation for more than three academic years. Any person offered a contracted faculty position after serving three continuous academic years in a position subject to this Article shall become a regular contracted faculty member. The College may withdraw the designation attached to a position at any time; in such an event, a faculty member shall be considered a continuing trial service faculty member subject to all provisions of this contract applicable to trial service faculty and with accumulated service credit for the time served as a trial service faculty member under this Article. Once withdrawn, the designation may not be reattached to the same faculty member.

Designation of the position as dependent upon funding shall be included in any position announcements. Appointments under this Article shall be made at the time of hiring, and the College shall make the terms and conditions of this Article clear to those who are hired and subject to it.

- B. During the term of this contract, the College when relying upon the provisions of this Article may not non-renew more than four trial service faculty members in such designated positions. If the College non-renews a trial service faculty member in such a designated position, it shall in a timely manner notify the Association in writing whether the non-renewal is subject to this Article or Article 23, section B 2.

**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, 2006, shall be binding upon the Board, the Association and its members, and shall remain in full force and effect through June 30, 2011.

**ARTICLE 33 - Executive Signatures**

Executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Albany, Oregon, by the undersigned officers by the authority of and on behalf of Linn-Benton Community College Board of Education and the Linn-Benton Community College Faculty Association.

## Appendix A

### Salary Schedule

This schedule is based upon 168 days for an academic year.

Step	2006-07	2007-08	2008-09	2009-10	2010-11
2	40,981	42,620	44,538	46,542	48,636
3	42,415	44,112	46,097	48,171	50,338
4	43,900	45,656	47,710	49,857	52,100
5	45,437	47,254	49,380	51,602	53,924
6	47,027	48,908	51,108	53,408	55,811
7	48,673	50,620	52,897	55,277	57,764
8	50,377	52,392	54,748	57,212	59,786
9	52,140	54,226	56,664	59,214	61,879
10	53,965	56,124	58,647	61,286	64,045
11	55,854	58,088	60,700	63,431	66,287
12	57,809	60,121	62,825	65,651	68,607
13	59,832	62,225	65,024	67,949	71,008
14	61,926	64,403	67,300	70,327	73,493
15	64,093	66,657	69,656	72,788	76,065
16	66,336	68,990	72,094	75,336	78,727
17	68,658	71,405	74,617	77,973	81,482

## Appendix B

### Overload Schedule

Year*	2006-07			2007-08			2008-09			2009-10			2010-11		
	Credit Hour	Contact Hour	Hourly	Credit Hour	Contact Hour	Hourly	Credit Hour	Contact Hour	Hourly	Credit Hour	Contact Hour	Hourly	Credit Hour	Contact Hour	Hourly
0	590	33.24	23.20	614	34.57	24.12	642	36.13	25.22	671	37.76	26.35	701	39.46	27.54
1	602	35.07	24.23	626	36.47	25.19	654	38.11	26.33	683	39.82	27.51	714	41.61	28.75
2	646	36.65	25.33	672	38.12	26.34	702	39.84	27.53	734	41.63	28.77	767	43.50	30.06
3	680	38.48	26.46	707	40.02	27.52	739	41.82	28.76	772	43.70	30.05	807	45.67	31.40
4	716	40.40	27.67	745	42.02	28.77	779	43.91	30.08	814	45.89	31.43	851	47.96	32.84
5	750	42.42	29.04	780	44.12	30.20	815	46.11	31.56	852	48.18	32.98	890	50.35	34.46
6	778	42.87	29.49	809	44.58	30.67	845	46.59	32.05	883	48.69	33.49	923	50.88	35.00

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

## Appendix C

To: Deans and Directors  
From: Carol Schaafsma, Vice President  
Date: December 3, 2006  
Subject: Proportional Pay

The following guidelines are to be used when class enrollments exceed or do not reach the class size standards of the college. Situations to which these guidelines apply will be agreed upon in advance by the faculty member and the Dean/Director or designee. Any instructor's decision not to accept additional students shall not affect future scheduling, assignment, wages or donations of work, nor shall a permanent record of such decisions be maintained by the college.

The enrollment in all of the instructor's courses may be considered when determining whether workload credit equivalent adjustments should be made for over-filled or under-filled classes.

This document applies only to classes that are not offered as cost recovery and for which compensation is determined on a workload credit equivalent (WCE) basis.

1. Classes that require one-to-one instructor-student contact and normally have small enrollments, such as CWE, service learning, practicums, and reading and conference are given 1 WCE for up to 5 students and an additional 0.2 WCEs for each additional student.
2. If the decision is made to increase enrollment in a class for a specific term, the class should be split into multiple sections whenever feasible. If the agreement is made to over enroll a single class beyond its standard class size, then the following guidelines should be followed in determining WCEs for the class:
  - a) Calculations will be based on student enrollment immediately after the end of the period during which students can drop the class with a refund.
  - b) For enrollments that exceed the standard class size by 25% or more, the WCEs for the course will be increased by the percentage by which the enrollment exceeds the standard class size. For example, if a class with a standard class size of 24 has an enrollment of 31 students, the 7 additional students represent a 29.17% increase in enrollment and would result in a 29.17% increase in WCEs. Additional WCEs will not be given when student enrollment in a single class exceeds the standard class size by less than 25%.

3. Maintaining a priority of operating full classes means there may be cancellations of classes, especially when the enrollment is 50% of the standard class size or less. The Dean/Director or designee is responsible for determining whether a class will be cancelled.
  - a) Dean/Director or designee may authorize full WCEs for under-filled classes when the class fulfills a compelling public interest, a contractual obligation of the college, or a current operating objective of the college.
  - b) As an alternative to cancellation of under-filled classes, the Dean/Director or designee may offer an instructor 75% of the WCEs for the class. This alternative should not be used to determine WCEs for classes where enrollment is more than 50% of the standard class size. Such classes should either be cancelled or full WCEs should be given.
    - If an agreement has been made to run an under-filled classes at 75% of the WCE and the enrollment in the class exceeds 50% of the standard class size at the end of the period during which students can drop the class with a refund, then full WCEs should be given for the course.
    - Any instructor may decline to teach for 75% of the WCEs without prejudice on the part of the college. An instructor's decision to not accept 75% of the WCEs shall not affect future scheduling, assignment, wages or donations of work, nor shall a permanent record of such decisions be maintained by the college.
- 4) When classes are cancelled, the Dean/Director shall exercise good judgment in compensating faculty for work performed in preparing for and/or meeting the class.

Deviations from the practices described in this document must be approved by the College President and Faculty Association President.

# Appendix D

## Chair Point Sheet

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
 \_\_\_\_\_ Department Chair \_\_\_\_\_ Program Chair for: \_\_\_\_\_  
 (Check one) (Department/Program)

Contracted classified hired, supervised, and appraised: 20 pts each \_\_\_\_\_  
 Name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contracted faculty in department or area of responsibility (other than yourself) 20 pts each \_\_\_\_\_  
 Name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Noncontracted classified & work studies hired and supervised: 10 pts each \_\_\_\_\_\*  
 \*Avg per qrtr  

	Fall	Winter	Spring
Name: <i>ex: 2 work studies</i>	_____	_____	_____
(or number	_____	_____	_____
of positions)	_____	_____	_____

Noncontracted faculty in department or area of responsibility 20 pts each \_\_\_\_\_\*  
 \*Avg per qrtr  

	Fall	Winter	Spring
Name: <i>ex: 2 PTF</i>	_____	_____	_____
(or number	_____	_____	_____
of positions)	_____	_____	_____

SUBTOTAL per term (enter here **and** below) \_\_\_\_\_<sup>①</sup>

Advisory Committee Meetings organized & facilitated (enter here **and** below) 5 pts each \_\_\_\_\_<sup>②</sup>

\_\_\_\_\_ subtotal per term <sup>①</sup>  
 x 3 terms  
 \_\_\_\_\_ subtotal per year  
 + \_\_\_\_\_ advisory points <sup>②</sup>  
 ===== TOTAL POINTS

Compensation Calculations	
\$ _____	base (see point scale)
+	_____ allocation based on total points (see point scale)
\$ _____	TOTAL COMPENSATION
-	_____ release time (\$_____ * x <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px; vertical-align: middle;"></span> credits)
\$ _____	Paid in equal installments during academic year

FOAPAL: \_\_\_\_\_ - \_\_\_\_\_ - 16140 - \_\_\_\_\_  
 \_\_\_\_\_ Department/Program Chair Signature \_\_\_\_\_ Date  
 TS Org: \_\_\_\_\_ Mail Code: \_\_\_\_\_  
 \_\_\_\_\_ Dean/Director Signature \_\_\_\_\_ Date

## Department/Program Chair Point Scale

### Base

	2006-07	2007-08	2008-09	2009-10	2010-11
Department Chair	3,708	3,856	4,030	4,211	4,401
Program Chair	2,678	2,785	2,910	3,041	3,178

### Allocation

Level	Points	2006-07	2007-08	2008-09	2009-10	2010-11
0	0 - 149	-	-	-	-	-
1	150 - 299	550	565	580	600	620
2	300 - 449	1,100	1,130	1,160	1,200	1,240
3	450 - 599	1,650	1,695	1,740	1,800	1,860
4	600 - 749	2,200	2,260	2,320	2,400	2,480
5	750 - 899	2,750	2,825	2,900	3,000	3,100
6	900 - 1,049	3,300	3,390	3,480	3,600	3,720
7	1,050 - 1,199	3,850	3,955	4,060	4,200	4,340
8	1,200 - 1,349	4,400	4,520	4,640	4,800	4,960
9	1,350 - 1,499	4,950	5,085	5,220	5,400	5,580
10	1,500 - 1,649*	5,500	5,650	5,800	6,000	6,200

- \* If the chair tasks result in 1,650 points or more, the supervisor is responsible for the additional tasks. (Additional tasks may be completed by the supervisor, assigned to someone else, or assigned to the chair. If assigned to a faculty member, additional compensation may be awarded based on time commitments that exceed those normally expected of faculty in support of department's work.)

## Appendix E

### Recommended Guidelines for Paying Faculty who Provide Training and Services Paid for by a Third Party

*Assumption: In developing the guidelines for paying faculty for third-party-funded, cost-recovery work, we are assuming that these classes and activities are not required as part of a faculty workload.*

**BACKGROUND:** Over the course of time, each division has developed a set of guidelines that is used when paying faculty overload for contracted training activities or when paying part-time faculty for these activities. These recommendations are an attempt to identify **a single set of guidelines which can be used by all divisions** whenever a third party is contracting with the college for work and that work will be paid for from the overload or part-time schedule. These guidelines are an attempt to normalize one pay process across campus.

**SITUATIONS WHEN THESE GUIDELINES APPLY:** When all of the following apply, these guidelines can be applied, *by the person coordinating the contract*, to any training or service that is offered.

1. The class or service is offered on a cost-recovery basis. General fund dollars are not used for the direct costs of instruction or materials or to underwrite the cost of the service or class. The price for the service or class must cover the personnel, materials and supplies, and department and college overhead costs directly related to the class or service.
2. A third party (someone other than the student or the college *general fund*) is paying for the cost of the instruction or service. For the purposes of this document, this third party will be called the “client.”
3. The contracted faculty member is being paid overload or the part-time faculty member is being paid from the part-time schedule. The work is not part of a regular faculty load.

This type of work is a triangular relationship between LB faculty/staff, the students, and the client (usually a company/organization or grant agency). In these situations, the faculty member has to meet the needs of the client and the needs of the student, which are frequently and understandably different. Faculty conducting this training or service should be compensated for his/her efforts at a professional level that reflects the time and effort spent tailoring his/her knowledge for this client and group of students, the initiative shown in developing new training activities, and market- and industry-driven compensation standards.

For the purposes of this document, this type of work will be called “third party services.”

#### **GUIDELINE SPECIFICS:**

1. Any third party service that is lecture in nature will be paid from the credit hour

column from the overload schedule or Table 1 from the part-time faculty schedule. If no credit is attached to the third party service, the Credit Hour column or Table 1 rate would be divided by 10 for a per-hour rate.

2. Any third party service that is lab work in nature will be paid from the contact hour column from the overload schedule or Table 2 from the part-time faculty schedule. This column will also be used for one-on-one consulting with businesses and for contract student testing by faculty. Any time the faculty person is meeting with employees or customers and teaching in some manner, whether one-on-one or small group, and the teaching is most similar to a lab environment, the contact hour column or Table 2 will be used.
3. If a third party service is part lecture and part lab, then a faculty member will be paid for the appropriate number of hours of lecture and the appropriate number of hours of lab.
4. When the direct personnel, material and supplies, and department and college overhead costs can be recovered by the fees of the contract, then faculty can be paid for the following activities from the hourly column in faculty overload or Table 3 in the part-time faculty schedule. These additional hours will be negotiated up front by faculty member and the person coordinating the contract in order to ensure that the costs will be recovered. If the faculty person delivering the service is also the coordinator of the grant, these additional hours must be negotiated with the faculty member's supervisor. This list is an example and is not inclusive of all the types of work for which faculty might be paid.
  - Determining needs by talking/meeting with client
  - Customizing training and services to meet the needs of the client
  - Customizing schedules and locations to meet client need
  - Marketing training to employees and other businesses (the class schedule is not effective for this)
  - Selecting, ordering, and purchasing classroom materials and supplies
  - Arriving early for the class (usually 30 minutes) and staying after to answer questions and talk with client
  - Followup work such as evaluation and marketing other services to clients
  - Billing coordination with Business Office
  - Documented conditions indicate that increasing total compensation through a higher rate of pay is appropriate (consider the fact that market rates are designed to cover payroll expenses, time spent marketing and developing a program, as well as other business expenses that an LBCC faculty person seldom incurs)
  - Other related work such as equipment setup, piloting curriculum, testing equipment, and/or unusual classroom preparation

Depending on the complexity of the class or service, it is common for third party services to require one or two hours of the type of work listed above for each hour of direct instruction, either lecture or lab. There is no limit to the number of hours that can be paid, except that the costs must be recovered through the price.

April 22, 1999