

FACULTY ASSOCIATION AGREEMENT



Linn-Benton
Community College

JULY 1, 2024 THRU JUNE 30, 2027

TABLE OF CONTENTS

Faculty Association Agreement

Preamble			
Article 1	Status of Agreement	Article 23	Discipline
Article 2	Nondiscrimination and Work Environment	Article 24	Issues Clarification Committee
Article 3	Headings	Article 25	Grievance Procedure
Article 4	Board Functions	Article 26	Academic Freedom
Article 5	Negotiations of Successor Agreement	Article 27	Department and Program Chairs
Article 6	Interruption of Work	Article 28	Evening and Weekend Assignments
Article 7	Faculty Contracts and Work Schedules	Article 29	Personnel Files
Article 8	Workload	Article 30	Early Retirement
Article 9	Rights to an Individual Contract	Article 31	Trial Service Faculty Dependent on Funding
Article 10	Insurance	Article 32	Retention
Article 11	Reduction	Article 33	Term of Agreement
Article 12	Salary Placement	Article 34	Executive Signatures
Article 13	Association Security	Appendix A	Salary Schedule
Article 14	Funding	Appendix B	Overload Schedule
Article 15	Severability	Appendix C	Proportional Pay
Article 16	Faculty Salaries	Appendix D	Chair Point Sheet and Department Chair Pay Scale
Article 17	Association Rights	Appendix E	Recommended Guidelines for Paying Faculty
Article 18	Intellectual Property Rights	Appendix F	Insurance Caps
Article 19	Professional Development	Appendix G	Article 31 Disclosure Statement
Article 20	Leaves	Appendix H	WCE Calculation Examples
Article 21	Tuition Waiver		
Article 22	Performance Appraisal		

PREAMBLE

This Agreement is made and entered into this 17th day of June 2024, 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. Our joint philosophy is to support the efficient conduct of the College's business through mutual respect between and among employees, co-workers and supervisors resulting in a harmonious workplace environment.
- C. 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 AND WORK ENVIRONMENT

- 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 non-membership 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.
- C. The Association and the Board agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the college's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment are unacceptable and will not be tolerated. Faculty members who believe they are being subjected to discourteous or offensive behavior are encouraged, when appropriate, to ask the person engaging in the behavior to stop. If an employee is uncomfortable doing so, or if the behavior continues, the employee should report the incident to his/her immediate supervisor. If the employee is not comfortable reporting the matter to his/her immediate supervisor, the employee should contact the supervisor's manager. Employees may also contact Human Resources or their Association representative.

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.

Upon expiration of this agreement, all existing written memorandums of understanding will expire and become null and void, unless the parties expressly agree to extend them or incorporate them into the successor agreement through the successor collective bargaining process.

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. The academic year will not exceed nine consecutive months, and will be Fall, Winter and Spring Quarters. Academic contracts may be issued for an alternative three consecutive quarters, upon receiving the consent of the affected faculty member, the consent of a majority of the Association faculty within the affected department, and prior notification of the Faculty Association.
- B. New contracts for 168 working days may also be issued on a fiscal year basis upon receiving the consent of a majority of the Association faculty within the affected department, prior notification of the Faculty Association, and shall be described in the posting as such. 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.
- C. 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 review, the Board may make a fiscal year work assignment upon receiving the consent of the affected faculty member, the consent of a majority of the Association faculty within the affected department, and prior notification of the Faculty Association.

In the circumstance that an entire department or program is changing to a fiscal year contract, the consent of a majority of the Association faculty within the affected department and prior notification of the Faculty Association is required.

- D. 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 faculty hired for more than 168 days during an academic or fiscal year will be determined on a prorata basis.
- E. In departments when professional partners or regulatory authorities require faculty to work consolidated days, discussions may be had between the faculty and the Dean. These discussions may adjust the required number of days per week the faculty member will be required to be present on campus.
- F. 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.

- G. Notice of the Board's intent to hire faculty members for a summer school assignment will be provided by May 1 prior to summer school.
- H. The Board may define positions with contracts that exceed 168 work days. The Board 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 Board'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 Board'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 Board, the underlying 168 days may only be reduced as per Article 11.
- I. The Board may implement a pilot temporary fixed term 168-day faculty contract, or add additional days as outlined in Article 7.H, for purposes such as short-term training, piloting programs, or course expansions. No more than one pilot temporary fixed-term contract will be utilized per academic year, excluding those used to backfill faculty on sabbatical, medical, or personal leaves, and excluding external grant-funded temporary fixed-term contracts.

Faculty teaching assignments that are part of a pilot temporary fixed-term contract are not counted toward trial service and will not be renewed as a temporary fixed-term contract. Faculty teaching assignments that are part of a pilot temporary fixed-term contract are not eligible to receive professional development funds as outlined in Article 19. Faculty teaching assignments that are part of a pilot temporary fixed-term contract do not adhere to the reduction process outlined in Article 11.H.11, but do adhere to recall rights as outlined in Article 11.I.3.

Pilot temporary fixed-term contracts will not require the Human Resource search committee process; appointment into a temporary fixed-term contract will be determined after input on the position description and potential candidates have been solicited from the faculty in the department or related department. These conversations must occur while faculty are on contract or on paid work assignment during non-contract days.

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.

Professional duties assigned to faculty are also changing as student outcomes and evidence-based techniques for their assessment continue to be defined and redefined.

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 non-teaching contracted days for up to three self-directed exchange 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 supervisor that specifies the activities to be performed during these self-directed 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:

1. 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.

2. 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, testing, retention/recruitment, consultation, counseling and special event coordination.

3. Advising

Activities which provide consultation and direction to students regarding their academic and career planning. For Teaching Faculty, responsible for understanding program requirements in the faculty's field of instruction and other programs as mutually agreed upon by the individual faculty member and their dean. For Professional Faculty, responsible for understanding program requirements as assigned.

4. 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, as evidenced by participation in college activities – which may include committee and council assignments, department and division responsibilities, appropriate College inservice

activities, and other professional duties relating to the assignment – which contribute to the growth and wellbeing of the department, division and College.

5. 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.

6. 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. Faculty Workload Assignment

Effective workloads are determined through clear communications between the faculty member and their supervisor. Any concerns with or adjustments to workload should involve a conversation between the faculty member and supervisor. Both the college and faculty recognize the value and importance of maintaining up-to-date job descriptions, which provide clarity regarding faculty duties.

Both the college and faculty also recognize the need from time to time to update and alter faculty job descriptions to match program changes and evolving needs of students. When it is deemed necessary to change a current faculty member's job description, the faculty member will be notified and involved in the update process, which will emphasize collaboration and recognition of faculty expertise in their disciplines. If the managers and faculty member cannot reach consensus around job description changes, they will be referred to the Workload Oversight Committee, as outlined in Article 8.F.

The assignment for a faculty member may include activities in all or any of the major responsibilities described in Section A above. A faculty member's workload may be comprised of the following components:

1. Student Contact Hours: Time spent directly administering curriculum to students in a classroom, laboratory, practicum or online setting.
2. Assigned Professional Duties: Faculty members are expected to participate in department and division responsibilities, appropriate College in-service activities, student advising, committee or council assignments and other professional duties relating to the assignment.
3. Self-Directed Professional Duties: Self-directed professional duties related to the teaching assignment or job description shall constitute the remainder of a faculty member's workload. Faculty may elect, but will not be required, to include additional assigned professional duties as self-directed time, such as advising, or additional committee or council assignments.

Any single academic quarter shall not exceed 18 workload credit equivalents (WCEs) 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. Except as otherwise provided by applicable law, 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 their 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 their supervisor (see Article 8.F).

Trial service faculty teaching assignments shall be limited to 18 WCE per term except upon a showing of exceptional circumstances and consent of the faculty member affected. Any assignment exceeding 18 WCE shall be temporary and shall continue only for so long as the exceptional circumstances persist. The trial service faculty member may withdraw their consent at the end of any term during which they worked more than 18 WCE.

C. Assigned Roles

1. Teaching Faculty

A contracted faculty member whose primary role is teaching. Teaching faculty workload assignment shall consist of the three components described in 8.B.1, 2 and 3.

2. Professional Faculty

A contracted member of the faculty who has assigned scheduled and self-directed professional duties including advising, 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 assignment shall constitute the remainder of the faculty member's workload. Professional faculty workload assignment shall consist of the two components described in 8.B.2 and 3, and 8.B.1 when applicable.

D. Work plans

A 1.0 FTE faculty contract is defined as 45 workload credit equivalents (WCE) per academic year. Workload Credit Equivalents (WCE) for each credit will be calculated to three decimal places in the following manner:

1. Lecture: Credits in which 10-12 contact hours/term generates 1 student earned credit. For workload calculation the average of 11 contract hours over an 11 week term is assumed regardless of where the actual contact hours fall within the 10-12 contact hour range. Lecture credits will have a workload factor of 1.0 per weekly contact hour.

2. Lab: Credits in which 30-36 contact hours/term generates 1 student earned credit. For workload calculation the average of 33 contact hours over an 11 week term is assumed regardless of where the actual contact hours fall within the 30-36 contact hour range. Lab credits will have a workload factor of 1.0 or 0.682 per weekly contact hour. Every course with lab hours will be evaluated by department faculty and division deans using the criteria listed in Article 8.F and a determination of which weekly lab contact 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 be convened. (see Article 8.E) The workload calculation forms for each course will be included on the Course Outline on file in the Academic Affairs Office. The number of weekly contact hours having a workload factor of 1.0 cannot exceed the total number of credits a student earns in the course.
3. Lecture/Lab: Credits in which 20-24 contact hours/term generates 1 student earned credit. For workload calculation the average of 22 contact hours over an 11 week term is assumed regardless of where the actual contact hours fall within the 20-24 contact hour range. Lecture/Lab credits will have a workload factor of 1.0 or 0.682 per weekly contact hour. Every course with lecture/lab credits will be evaluated by department faculty and division deans using the criteria listed in Article 8.E and a determination of which weekly lecture/lab contact hours have a workload factor of 1.0 and which weekly lecture/lab contact hours have a workload factor of 0.682 will be made. If agreement cannot be reached, the Workload Oversight Committee will be convened. The workload calculation for each course will be included on the Course Outline and will be on file in the Academic Affairs Office. The number of weekly contact hours having a workload factor of 1.0 cannot exceed the number of credits a student earns in the course.
4. Non-credit: Courses in Adult Basic Skills and English Language Acquisition that are non-credit will have a workload factor of 1.0. Courses in Life Skills and Specialized Training that are non-credit will have a workload factor of 0.789. A full-time faculty workload for faculty teaching Life Skills and/or Specialized Training 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.
5. Professional Faculty who fit the description outlined in Article 8.C.2, will use a workload factor of 0.455 for each hour of assigned professional duties, not to exceed an average of 33 hours per week.
6. Preceptor-led Practicum: A teaching assignment where faculty are not required to be physically present at all times while the student is at a work site. Professional partners refer to third party organizations with whom an affiliation agreement has been established and provides practical experience in the field for students. This formula is utilized to determine the workload for healthcare faculty in the Dental Assistant, Occupational Therapy Assistant, Diagnostic Imaging, Medical Assistant, Phlebotomy, Nursing, and Surgical Technologist programs who are assigned student practicum courses as load on their workplan.

Proportional pay for preceptor-led practicum experiences formula:

$N = \# \text{ of visits as required per term} * \# \text{ of students} * \# \text{ hrs. per visit} (\# \text{ of visits and } \# \text{ of hrs. per visit is agreed upon between program faculty and dean}).$

$Z = N / 11 \text{ weeks}$

$Z * .682(WCE) = \text{the workload faculty would be compensated for on their work plan}$

- E. The parties to this Agreement recognize that some instructional responsibilities clearly do not match these definitions and are therefore unique. Unique assignments shall be automatically reviewed at the end of the first year of the assignment by the affected faculty member and their supervisor to determine the appropriateness and fit of the workload and its WCE. If agreement cannot be reached, the Workload Oversight Committee will be convened. (see Article 8.F)
- F. Each fall term the Association and the Administration will jointly maintain the Workload Oversight Committee for the purposes of reviewing, upon request by faculty or supervisors, faculty workloads to determine conformance with this Article. The committee will consist of three Association appointees and three administration appointees 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.

A request for workload review by faculty should be submitted in writing to the committee only after the faculty and their supervisor have made a good faith effort to reach agreement. A good faith effort in this case, includes a meeting between the faculty member and the supervisor with a representative of the association present. Alternatively, the Association may request a review of the workload of any faculty. This request follows a good faith effort to reach agreement between the Association and the supervisor or appropriate administrator.

If a majority of the committee finds that the assigned workload does not conform with the requirements of this Article, or that the workload 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 for Academic and Student Affairs to develop a conforming workload for the faculty member. If the deliberations of the committee result in a tie vote between Association and Administration members, the whole matter shall be referred to the College President for a 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 timelines for any aspect of its work, it may propose such timelines 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, deans/directors, or Association, 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. Both criteria must be met to receive 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 equipment maintenance may be compensated at 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 Administration for part-time non-contracted 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 Administration shall make reasonable effort to provide adequate advance notice prior to assigning a faculty member to teach a course for which they have not previously been approved by the Office of Academic Affairs, but this provision shall not abridge the right of the Administration 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.

Prior to developing a course new to the curriculum, the faculty member and their supervisor will discuss the development of the course and assess the amount of non-instructional 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 their supervisor 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 their supervisor, compensation will be at the rate of not more than ten non-instructional 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).

- M. The faculty and administration agree that standard class size (agreement on file in Academic Affairs Office) varies among divisions, departments, programs, and courses. When there is a concern about standard class size, or when it is deemed necessary to alter the standard size of a class, the department chair and the supervisor shall make a good faith effort to reach agreement. If agreement cannot be reached the Workload Oversight Committee shall be convened as outlined in Article 8.F. If class size is increased, the amount of increase for the course should be noted and records maintained to determine if or when there is a need for proportional pay.

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 workload credit equivalents (WCE) or more than 53.4 percent of a workload, as defined in Article 8, within fall, winter, and spring quarters of one academic year. For noncredit courses, 32 hours per week will be considered a full load. The calculation of workload for these purposes will include only student/client contact hours that are converted to workload credit equivalents (WCE) that are part of the regular assignment. Summer quarter is excluded from calculations for this purpose.
- B. Additionally, the Faculty Association may request a review at any time of an individual noncontracted faculty member's workload.

ARTICLE 10 – INSURANCE

- A. For the 2024-2025, 2025-2026, and 2026-2027 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 through Oregon Educators Benefit Board (OEBB). Medical insurance plans that are comprehensive in scope must include preventative, professional, hospital, emergency services, and prescription drug coverage. Medical, dental and vision plans must make provision for the coverage of dependents/families.
 2. To the extent OEBB allows employers and/or members of the insurance pool to make plan choices, the College will, for the 2024-2025, 2025-2026, and 2026-2027 insurance years, make available all insurance plans that fit within premium limits as articulated below.
- B. Employees shall pay 0% of individual coverage for plan years 2024-2025, 2025-2026, and 2026-2027. The college will pay 75% of the cost of dependent coverage for each medical, dental, and vision plan above the individual premium rate for that plan subject to the caps shown in Appendix F. Any cost beyond the caps shown in Appendix F will be borne by the employee.
- C. If the cost of a given plan exceeds the “high cost plan” thresholds for individuals as delineated in the Patient Protection and Affordable Care Act (H.R. 4872-31 Subtitle E- Provisions Relating to Revenue, Section 1401: High Cost Excise Tax), that plan shall be excluded from the list of available open enrollment options, and all insured members on the excluded plan will have the option to enroll in any other health insurance plan that is available.
- D. To the extent permitted by law, association members may elect to opt out of medical, dental, and vision coverage so long as the affected employee is covered by the comprehensive group health insurance plan of another employer. Employees opting out shall be entitled to 30% of the individual premium for the lowest cost conventional coverage amount that would otherwise have been paid to the insurance carrier so long as such payment is permitted by law.
- E. 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, 2024.
- F. During the effective term of this Agreement a faculty member shall also be covered by liability insurance while acting within the scope of their duties. Such coverage will be comparable to that currently provided and in force as of June 30, 2024. Appendix F represents the negotiated increase in the caps from the previous Faculty Association Agreement.
- G. 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 OEBC and/or 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 OEBC and/or 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.

The College cannot, and does not, guarantee against unilateral changes in benefits initiated solely by OEBC, the insurance carriers, or state/federal regulations. In the event of OEBC, insurance carrier, or state/federal regulation 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, nonprofit, or cost recovery, as defined by AR 7055-03, 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.
 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.B, C, and 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:

- a. Two points will be granted for the initial year of comparable experience.
- b. One point per year to a total of five will be granted for the next five years of comparable experience
- c. Points granted for comparable experience for seven years or more will be at the rate of one-half point per year.
- d. 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:
 - i. Formal Academic Training (quarter system)
Years attainment = credit hours/45 (2 per year maximum).
 - ii. 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:
 - i. Two points will be granted for the initial year of comparable technical work experience.
 - ii. One point per year will be granted for the next five years of comparable technical work experience
 - iii. Points granted for comparable technical work experience for seven or more years will be at the rate of one-half point per year.
 - iv. 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 and PRC chair 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	Steps
12 and under	2
13-16	3
17-20	4
21-24	5
25 and 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 may have regular monthly dues to the Association deducted from their paychecks. All such Association members shall provide the Association with affirmative notice and consent. The Association shall provide the Board with copies of new membership forms each month. All dues so collected shall be paid in the aggregate each month to the treasurer of the Association.
- B. The Association agrees to cooperate with and assist the Board upon request in the defense of any actions the Board takes in the performance of its obligations under this Article. No formal grievances under Article 25 shall be allowed over the provisions of Section A above.
- C. All notice requirements under Article 13A shall be in writing.
- D. The Board will notify the Association of all new hires and separations of contracted faculty who may be governed by this contract. On a semi-annual basis the Board will provide the Association a complete accounting of all faculty who may be governed by this contract.

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. The salary schedules for the academic year 2024-25, 2025-26, and 2026-27 years are attached as Appendix A to this Agreement. The salary schedule will be increased by the annual CPI-U, U.S. City Average, not seasonally adjusted, base year 1982-84. The annual change is defined as the percent change in the average index for the month of December in one year to the average index for the month of December in the next year, using the December index published by the BLS each year. The index will be used in the following way:
1. In academic year 2024-25, the salary schedule will be increased according to this index, but by no less than 5.0% and no greater than 5.0%.
 2. In academic year 2025-26, the salary schedule will be increased according to this index, but by no less than 4.0% and no greater than 4.0%.
 3. In academic year 2026-27, the salary schedule will be increased according to this index, but by no less than 4.0% and no greater than 4.0%
- B. Effective January 2007, the College shall not withhold from members' salaries the six percent (6%) employee contributions/payments required by the Public Employee Retirement System (PERS) and/or the 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 employee contributions shall be credited to PERS and/or OPSRP member's Individual Account Program (IAP) accounts.

The College agrees to make employer contributions into a 403(b) tax sheltered annuity (TSA) on behalf of each Faculty member in an amount equal to \$2,150 annually for Tier 1/Tier 2 eligible PERS members and \$650 annually for OPSRP eligible PERS members. Contributions will be made monthly and based on the annual contribution amount divided by the number of contracted months for the individual Faculty member. Full-time Faculty members must establish a viable 403(b) account with approved vendors for the employer funds to be received. The College will provide a listing of allowable providers. Contributions will be held by the College until an individual's account is established at which point the full amount of funds will be deposited and monthly distributions will carry forward.

The employer contribution described in section 16.B shall remain in effect only while the Oregon PERS system redirect rules remain in place. PERS redirect rules state that a portion of each member's Individual Account Program (IAP) shall be redirected to the Employee Pension Stability Account (EPSA). Upon the elimination of the PERS redirect rules the College will discontinue employer contributions on behalf of Faculty with no obligation to increase any other forms of compensation.

The Paid Leave Oregon program requires both employee and employer contributions. Effective July 2024, the College agrees to pay the employee contribution up to a maximum of .6%. If total contribution rates increase, the College will continue to cover .6% of the employee portion.

- 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 2024-25 academic year, faculty members will be placed on the appropriate salary schedule at one step above their step placement on the 2023-24 salary schedule. Faculty members not on probation will automatically advance one step each year on the published salary schedules.
- 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 chair 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. On July 1, 2024 the overload schedule will be increased by the previous calendar year's Consumer Price Index CPI-U, as defined in 16.A, to a minimum of 5.0% and a maximum of 5.0%. On July 1, 2025 the overload schedule will be increased by the previous calendar year's Consumer Price Index CPI-U, as defined in 16.A to a minimum of 4.0% and a maximum of 4.0%. On July 1, 2026 the overload schedule will be increased by the previous calendar year's Consumer Price Index CPI-U, as defined in 16.A to a minimum of 4.0% and a maximum of 4.0%.
- 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 (see Appendix E). 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. Deviations from the proportional pay salary memorandum (see Appendix C) 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 year 1 Teaching Faculty overload rate, regardless of whether the Faculty President is Teaching or Professional Faculty. 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 year 1 Teaching Faculty overload rate, regardless of whether the Faculty Negotiations Chair is Teaching or Professional Faculty.
- E. The College agrees that at, or about, the time of the conclusion of Human Resources new employee orientation, the Faculty Association President, or designee, will be afforded an exclusive 30-minute appointment with new contracted faculty in order to orient them to the Association. The Association President will determine whether the appointment will be individually, in a large group, or several small groups.
- F. When scheduling a meeting with a supervisor to discuss interpersonal, employee or work environment issues, an Association member may engage another Association member, prior to the meeting, to accompany them. Arrangements made between association members may not unduly delay the meeting. In such cases, the Association members present will be expected to maintain the same level of confidentiality and professionalism as all others engaged in the meeting. Bargaining unit members also have the legal ("Weingarten") right to Association representation during investigatory interviews or discussions that the employee reasonably believes might result in disciplinary action.

ARTICLE 18 – INTELLECTUAL PROPERTY RIGHTS

A. Property of the College

With the exception of lecture notes, 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 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

All 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 copyrighted works of an employee by the College or its designated agents, shall be arranged through a negotiated agreement (prior to use) with the copyright holder.

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 each party. Such agreement shall also state if the materials produced are subject to the open licensure requirement described in paragraph D. Neither party may sell joint property for a commercial profit without first negotiating an agreement between themselves.

D. Open Licensed Materials

Faculty members are increasingly procuring grants and/or working on other projects that produce open educational resources (OER) and open source software. Where these projects produce materials that would otherwise be joint property or property of the college, the college and the faculty member agree to the open licensing of such materials.

ARTICLE 19 – PROFESSIONAL DEVELOPMENT

- A. The purpose of the professional development fund 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. Faculty may choose to use professional development funds for activities that 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 2024 by \$777.99 for the 2024-25 fiscal year. Each subsequent year, the money allocated will be increased by the annual CPI-U as outlined in Article 16.A. Therefore, 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 2025 by \$809.11 for the 2025-26 fiscal year and by multiplying the number of contracted faculty members employed by LBCC during January 2026 by \$841.47 for the 2026-2027 fiscal year. In the event additional funds are needed for professional development, the Faculty Association may make a request of the College to increase the balance of the fund. Upon request, the College will provide a report to the Association outlining the year-to-date requests and expenditures for professional development funds as well as starting and ending balances of the fund.

Half of the monies for this purpose not expended in any fiscal year shall be re-budgeted into this category for the succeeding fiscal year. The other half is returned to the general fund.

- 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. The application process shall allow the supervisor the opportunity to comment on the application. Such comment period shall run five business days from the point of application, and expire after the fifth business day of the month for previously turned in applications. Nothing herein shall be construed as granting authority to a supervisor to disapprove an application filed under this article.
- 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. This notice shall be given at least five working days prior to the anticipated activity. When circumstances make a five

day notice impractical, the applicant will submit written notice to the supervisor prior to departure, including intent to participate in a professional development activity, a brief description of the activity, the reason for less than five days' notice, the work days impacted, and plans for classes and other work commitments.

- F. The Faculty Association Executive Team will appoint a Professional Development Committee that is representative of the College divisions. 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 shall develop criteria for evaluating proposals that are consistent with this article and which are publicly available to the College. 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 of Academic and Student 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.
- I. A faculty member who has completed an undergraduate or graduate level degree while employed with the college in a field of study applicable to their assigned work with the college will be entitled to a salary step increase. Faculty must provide documentation of the degree awarded by an accredited institution. Eligibility for the step increase will be determined by the Faculty Professional Development Committee. One step increase, awarded at the beginning of the next academic year, will be awarded for each advanced degree earned, not to exceed a total of two steps per faculty member. This shall apply to degrees earned after July 1, 2021.

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. At the discretion of the College, additional leave that exceeds 90 credit equivalents may be granted. 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 and Student 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 and Student Affairs if the President has delegated approval authority to this person).

B. Leave for Educational Purposes

1. A leave may be requested for educational purposes which may be unrelated to the faculty member's instructional area. 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, or the illness or personal injury of a dependent;
- d. have exhausted their own sick leave; and
- e. are unable to return to work because of illness or injury, or the illness or injury of a dependent.
- f. Members of the Association may access a maximum of 40 hours of pooled sick leave. If further sick leave is required, the Association Member can apply for additional hours through the Emergency Grant Committee of the Faculty Association.

Full-time faculty at salary step 17 will accrue 2 additional hours of sick leave per month, not to exceed 20 additional hours each year. The 20 hours will be added to the faculty member's sick leave balance in a lump sum each June.

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 conformance with the following Administrative Rules as per the date this contract is ratified and applicable state and federal laws:

1. Bereavement Leave, as per Administrative Rule 6060-04
2. Family (Parental) and Medical Leaves, as per Administrative Rule 6060-02
3. Military Leave, as per Administrative Rule 6060-05
4. Jury Duty/Subpoenas: An employee on jury duty will be expected to turn over all jury compensation to the College. Likewise, an employee subpoenaed as a witness will be expected to turn over to the College all compensation from being subpoenaed. In both proceedings, any mileage reimbursement will not be expected to be turned over to the College and will remain compensation of the employee.

The parties acknowledge that state and/or federal law may, from time to time, require changes to the above policies and/or rules. If changes related to state and/or Federal Law are required during the term of this contract, the College President 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 and/or dependent(s) for an unlimited number of 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 Service's purposes; or someone who is eligible for coverage as a dependent under the College's medical insurance program.
- B. For "cost-recovery" programs, this waiver shall cover the cost up to the number of credits a program is worth (i.e. if a cost recovery program is 17 credits, the waiver will cover the program fee cost up to the dollar amount equal to 17 credits). The remainder shall be the individual's responsibility.

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 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:
 - 1. Written appraisal by supervisor
 - 2. Self-appraisal
 - 3. Customer appraisal
 - 4. Classroom visitation
 - 5. Discussion between supervisor and faculty member
 - 6. Peer appraisal
 - 7. Stated objectives, achievement
 - 8. 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 no later than two weeks before the end of the term. For all courses that fall within the standard academic term date range (fall, winter, and spring), student evaluations of faculty shall be distributed and collected no later than two weeks before the end of the term. For all courses that do not fall within the standard academic term date range, student evaluations of faculty shall be distributed and collected with no less than 20% of the course remaining. Courses of less than one week in duration are not subject to the requirement of this section.

- F. The implementation, management, and evaluation of the faculty performance appraisal system shall be the responsibility of the Vice President for Academic and Student 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

- A. 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 apply to the faculty members' work and shall be the same as those applicable to management and exempt employees, as set out in Board Policy 6040, subject to just cause. However, discipline applied to a faculty member for actions in their role of department chair or program chair shall not have that discipline carry over to their regular duties as a faculty member.
- B. 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.
- C. Forms of discipline shall be applied from among the following:
 - 1. 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.
 - 2. 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.
- D. 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.
- E. In addition to the provisions of Section A-D, the following shall apply if the discipline to be imposed is probation:
 - 1. The appropriate administrator, in consultation with the immediate supervisor, will determine if just cause exists to support a decision for probation.
 - 2. Documentation to support a finding of just cause shall include a written statement of the grounds for probation.
 - 3. The affected faculty member will be notified in writing of the grounds for probation.
 - 4. 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.

F. In addition to the provisions of Section A-D, the following shall apply if the discipline to be imposed is continuation on trial service status:

1. The appropriate administrator, in consultation with the immediate supervisor, will determine if just cause exists to support continuation on trial service status.
2. Documentation to support a finding of just cause shall include a written statement of the grounds for continuation on trial service status.
3. The affected faculty member will be notified in writing of the grounds for continuation on trial service status.
4. 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.
5. 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.
6. 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.

G. In addition to the provisions of Section A-D, the following shall apply if the discipline to be imposed is return to trial service status:

1. 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.
2. Documentation to support a finding of just cause for return to trial service status shall include:
 - i. a written statement of the grounds for return to trial service status;
 - ii. a finding that the affected faculty member was notified in writing of the unsatisfactory condition(s) or performance;

- iii. a finding that adequate time was available to correct the unsatisfactory condition(s) or performance;
 - iv. a finding that the faculty member has not corrected such unsatisfactory condition(s) or performance.
 - 3. The affected faculty member will be notified in writing of the grounds for return to trial service status.
 - 4. 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.
 - 5. 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.
 - 6. Once the faculty member has received the written statement described in c above, the grievance Article time lines apply.
 - 7. 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.
- H. In addition to the provisions of Section A-D, the following shall apply if the discipline to be imposed is termination:
- 1. The appropriate administrator, in consultation with the immediate supervisor, will determine if just cause exists to support a decision for termination.
 - 2. Documentation, except in cases in which the Administration determines immediate action other than as provided for below is necessary to protect the interests of the College, shall include as a minimum:
 - i. a written statement of the grounds for the termination;
 - ii. a finding that the affected faculty member was notified in writing of the unsatisfactory condition(s) or performance;
 - iii. a finding that adequate time was available to the faculty member to correct the unsatisfactory condition(s) or performance;
 - iv. a finding that the faculty member has not or will not be likely to correct such unsatisfactory condition(s) or performance.
 - 3. The affected faculty member will be notified in writing of the grounds for termination.

- I. 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.

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

This procedure aims to resolve grievances systematically. The Board, Administration, Grievant, and the Association will strive to settle grievances at the lowest level without disrupting College operations. Meetings on grievances will not interfere with faculty duties or instruction. The Association can terminate a grievance at any step.

B. Definitions

1. Grievance: An alleged violation of a specific provision of this Agreement.
2. Grievant(s): Any bargaining unit member or members, and/or the Faculty Association alleging a violation of the contracted bargaining agreement.
3. Days: Regular College business or working days.

C. Time Limits

Time limits are binding unless both parties agree to extend them. Both parties agree to act in good faith. The Faculty Association, when the grievant, is entitled to the same rights as individual bargaining unit members. Failure of the administration to reply to a grievance within a specified time results in automatic advancement to the next step. Failure of the grievant to process their grievance in accordance with timelines will result in the grievance being resolved with the administration's response at the preceding step.

D. Grievance Process

Step 1: Informal Discussion

1. In the case of an individual grievant, the grievant and/or an Association representative will discuss the grievance with the supervisor within 20 days of the occurrence or within 20 days of when the grievant knew or reasonably should have known of the grievance. The grievant may be accompanied by a Faculty Association representative to this discussion.
 - a. Failure to resolve the informal discussion leads to a Step 2 grievance.
 - b. If the faculty member and the administrator choose to utilize The Issues Clarification Committee, the time limit for the faculty member to file a written Step 2 grievance will be automatically extended to 20 days from the date the College President responds to the ICC's recommendation on the issue. The president shall provide the grievant with a copy of their response.
2. If the grievant is the Association or the Association is filing a grievance on behalf of two or more bargaining unit members, a representative of the Association will meet and discuss the grievance with the College President, or their designee, within 20 days of the occurrence or within 20 days of when the Association knew or reasonably should have known of the grievance.
 - a. Failure of the Association and College President to resolve the grievance leads directly to Step 4 grievance, within 10 days of the informal discussion.

Step 2: Formal Written Grievance to the Immediate Supervisor

1. If the grievance is not resolved in 25.D.1 then the Grievant will submit a written grievance to the supervisor within 10 days of the information discussion in Step 1.
2. The grievance statement shall contain:
 - a. A statement of the grievance and relevant facts;

- b. The management action or inaction which violated the Agreement;
 - c. The specific provisions of the Agreement allegedly violated; and
 - d. The remedies sought by the grievant.
- 3. A representative of The Association must approve the grievance before filing.
- 4. The Supervisor must respond in writing within six days of receiving the grievance statement, and will provide a copy to the Association. If the Supervisor denies the grievance, the written response will outline the reasons.
- 5. If the grievance remains unresolved, the grievance progresses to Step 3.

Step 3: Escalation to the Vice President of Academic and Student Affairs

- 1. If the grievance is not resolved in 25.D.2, the Grievant and Association will submit an appeal to the Vice President of Academic and Student Affairs within 10 days of receiving the Step 2 written response.
- 2. The Vice President of Academic and Student Affairs will meet with the grievant and Association and provide a response in writing to the grievant and the Association within 10 days of the meeting. If the Vice President denies the grievance, the written response will outline the reasons.
- 3. Failure to resolve leads to Step 4.

Step 4: Grievance submitted in writing to the President

- 1. If the grievance remains unresolved in Step 3 or Step 1.b.i, the Association will submit an appeal to the President.
- 2. The President will meet with the Association and provide a written response within 10 days of the meeting. If the President denies the grievance, the written response will outline the reasons.
- 3. If the grievance is still not resolved, the grievance may be appealed to arbitration.

Step 5: Arbitration

- 1. If the grievance remains unresolved after Step 4, the Association may submit a written request for arbitration within 10 days of the president's response in Step 4b.
- 2. The parties will attempt to select an impartial arbitrator. Failing to do so, they shall within 10 days of the request for arbitration, jointly request the Oregon State Conciliation Service in Salem, Oregon, to submit a list of seven arbitrators. The parties will then alternately strike names from the list, with the first strike determined by coin toss, and the last remaining name shall act as the arbitrator.
- 3. The Arbitrator will hear evidence, and will issue a written decision within 30 days of the close of the record.
- 4. The Arbitrator shall have no power to substitute their judgment for that of the Board in any matter not specifically contracted away by the Board in their Agreement.
- 5. The Arbitrator's decision shall be final and binding within the scope of their authority.

E. Miscellaneous

The Board and Association will share all arbitration costs, such as the arbitrator's fees and costs, but will bear their own witness and counsel fees. There shall be no restraint, interference, discrimination or reprisal exerted over any faculty member choosing to use these procedures.

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 and in other areas to which they may be assigned or have assigned responsibilities (e.g. Library, Learning Center, Art Galleries, Theater, and Activity Center). Teaching faculty shall avoid knowingly introducing 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 and conduct their professional duties in a manner consistent with the professional standards and practices of their discipline and department.
- E. Faculty members will select the appropriate instructional materials for their subjects or areas of concerns. When issues unrelated to academic freedom arise, such as economic impact on students, consistent instructional materials for multiple sections of the same course, or disagreements within a department about the choice of instructional materials, the Administration shall have final authority in decisions about instructional materials. The College and Faculty have a shared interest and responsibility to ensure students have unfettered access to a wide array of educational resources (e.g. library resources, free internet resources, OERs, materials from various publishers).
- 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 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 70% of the year 1 Teaching Faculty credit hour overload rate for the academic year (see Appendix B).
- C. The dean/director and department/program chair will collaboratively complete the most current Chair Point Sheet to determine the number of points assigned, and the compensation for the department/program chair work. The point sheet and point value are contained in Appendix D.
- D. Department Chairs shall receive the base salary of \$6,180 for the year 2024-2025. The 2025-2026 and 2026-2027 base salary shall increase based on the Consumer Price Index CPI-U, as defined in Article 16 A. Human Resources will publish the 2025-2026 and the 2026-2027 Department Chairs base salary by March 30 of each year. Any changes to the Department/Program Chair point system (see Appendix D) requires written agreement between the Faculty Association and the College.
- E. In the 2024-2025 academic year, the College agrees to continue the task force consisting of faculty and managers who will create a uniform chair compensation point sheet system no later than June 1, 2025. Any changes to chair compensation will begin July 1, 2025.

ARTICLE 28 – EVENING AND WEEKEND ASSIGNMENTS

- A. 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, 7:50 PM will not be required to teach a next day class earlier than 11 AM. 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.
- B. In departments where there are regulatory authority requirements from outside agencies or requirements set forth by professional partners, stipends will be granted to faculty in specific circumstances in order to meet the needs of the students and the outside authority. These circumstances include the following:

1. Holidays On-Call

Affected faculty required to work holidays where the college would otherwise be closed will receive a stipend of \$100.00. Holidays are defined by the Academic/Staff calendar published annually. This stipend will increase annually by the CPI in accordance with Article 16.A.

2. Weekend On-Call

Affected faculty required to work on an on-call basis for groups of students during a final practicum experience, fieldwork, or clinical internship/externship will receive \$100.00 per weekend stipend. This stipend will increase annually by the CPI in accordance with Article 16.A.

The weekend is defined as occurring between the hours of 7:00 PM on Friday and 7:00 PM on Sunday.

3. Night Shift

Affected faculty required to work the night shift with students, in a faculty-led activity, will receive a stipend equivalent to 20% of the direct student contact credit equivalents occurring in the clinical setting. If the affected faculty is working the night shift and a particular night shift falls on a holiday as defined in B.1. of this Article, the affected faculty will receive the holiday stipend in addition to the night shift stipend. This stipend will not increase the affected faculty's workload. Night shift is defined as occurring when the majority of the teaching-learning experience occurs after 10:00 PM and before 7:00 AM.

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 System, 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. 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 employee, regardless of employee type, (15 years for any such contracted employee 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.

- B. A faculty member who begins or began employment on or after July 1, 2000, but before July 1, 2010, who has been employed by Linn-Benton Community College for ten (10) years as a contracted employee, regardless of employee type, (15 years for any such contracted employee 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 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.

- C. There will be no early retirement option for faculty hired on or after July 1, 2010.

In addition to the monthly early retirement stipend as outlined in sections A and B above, 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). Coverage shall only be made available to early retirees who do not have coverage available to them through employment outside of the College. Coverage is meant to provide a bridge to Medicare and not supplant or supplement otherwise available insurance.

At their 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 – TRIAL SERVICE FACULTY DEPENDENT ON FUNDING

- A. The College may designate any trial service faculty with an employment status of dependent upon funding. These faculty shall be specifically identified, and 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.
- B. No faculty member whose employment status is dependent upon funding under this Article shall be subject to such a status for more than three academic years. Any faculty offered a contract after serving three continuous academic years subject to this Article shall become a regular contracted faculty member.
- C. The College may withdraw the status attached to a faculty member at any time during this three year period; 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 status may not be reattached to the same faculty member.
- D. Appointments made under this Article shall be made at the time of hiring. The College shall provide information about the terms and conditions of this Article in the job announcement, the new employee offer letter, and the initial payroll authorization. The information provided shall be in conformance with Appendix I.
- E. If the College non-renews a trial service faculty member with such an employment status, it shall in a timely manner notify the Association in writing whether the non-renewal is subject to this Article or Article 23B (2).

ARTICLE 32 – RETENTION

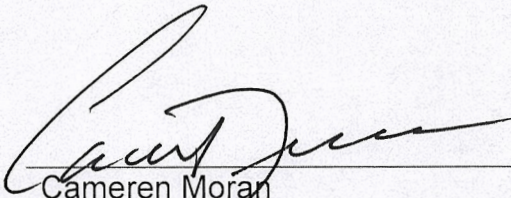
- A. The President or designee shall give written notice by March 15 of each year to all faculty in its employ of their employment status for the following school year. For first year trial service employees the College may give written notice on March 15 that their notice will be extended to May 15. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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 33 – 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 the date of ratification, and shall be binding upon the Board, the Association and its members, and shall remain in full force and effect through June 30, 2027.

ARTICLE 34 – EXECUTIVE SIGNATURES

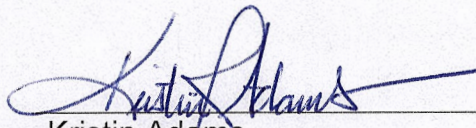
Executed this 17th day of June, 2024, at Albany, Oregon, by the undersigned officers by the authority of and on behalf of Linn-Benton Community College Board of Education and the Linn-Benton Community College Faculty Association.



Cameren Moran
Faculty Association President

6/17/2024

Date



Kristin Adams
Board of Education Chair

6/17/2024

Date

Appendix A – Salary Schedule

Step	2024-2025	2025-2026	2026-2027
2	65,414	68,031	70,753
3	67,703	70,412	73,229
4	70,073	72,876	75,792
5	72,528	75,430	78,448
6	75,065	78,068	81,191
7	77,690	80,798	84,030
8	80,411	83,628	86,974
9	83,228	86,558	90,021
10	86,139	89,585	93,169
11	89,154	92,721	96,430
12	92,274	95,965	99,804
13	95,504	99,325	103,298
14	98,845	102,799	106,911
15	102,306	106,399	110,655
16	105,887	110,123	114,528
17	109,593	113,977	118,537

Appendix B – Overload Schedule

Teaching Faculty

2024-2025				2025-2026			2026-2027		
Year	Credit Hour	Contact Hour	Hourly	Credit Hour	Contact Hour	Hourly	Credit Hour	Contact Hour	Hourly
1	1,090	\$53.10	\$37.04	1,134	\$55.23	\$38.53	1,180	\$57.44	\$40.08
2	1,188	\$55.96	\$38.68	1,236	\$58.20	\$40.23	1,286	\$60.53	\$41.84
3	1,295	\$58.50	\$40.45	1,347	\$60.84	\$42.07	1,401	\$63.28	\$43.76
4	1,412	\$61.43	\$42.23	1,469	\$63.89	\$43.92	1,528	\$66.45	\$45.68
5	1,540	\$64.51	\$44.17	1,602	\$67.10	\$45.94	1,667	\$69.79	\$47.78
6	1,677	\$67.72	\$46.34	1,745	\$70.43	\$48.20	1,815	\$73.25	\$50.13
7	1,829	\$68.42	\$47.08	1,903	\$71.16	\$48.97	1,980	\$74.01	\$50.93

Professional Faculty

2024-2025				2025-2026			2026-2027		
Year	Credit Hour	Contact Hour	Hourly	Credit Hour	Contact Hour	Hourly	Credit Hour	Contact Hour	Hourly
1	1,454	\$53.10	\$37.04	1,513	\$55.23	\$38.53	1,574	\$57.44	\$40.08
2	1,584	\$55.96	\$38.68	1,648	\$58.20	\$40.23	1,714	\$60.53	\$41.84
3	1,728	\$58.50	\$40.45	1,798	\$60.84	\$42.07	1,870	\$63.28	\$43.76
4	1,883	\$61.43	\$42.23	1,959	\$63.89	\$43.92	2,038	\$66.45	\$45.68
5	2,052	\$64.51	\$44.17	2,135	\$67.10	\$45.94	2,221	\$69.79	\$47.78
6	2,237	\$67.72	\$46.34	2,327	\$70.43	\$48.20	2,421	\$73.25	\$50.13
7	2,439	\$68.42	\$47.08	2,537	\$71.16	\$48.97	2,639	\$74.01	\$50.93

*The Credit Hour, Contact Hour and Hourly Rates for academic years 2025-2026 and 2026-2027 will be determined by the annual CPI-U, U.S. City Average, using the December index. Please see Article 16.A for more information.

Appendix C – Proportional Pay

To: Deans and Directors
From: Beth Hogeland, Vice President
Date: April 17, 2013
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.

- A. 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 .5 WCE for 1 to 2 students, 1 WCE for 3 to 5 students and an additional 0.2 WCEs for each additional student.
- B. 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:
 - 1. Calculations will be based on student enrollment immediately after the end of the period during which students can drop the class with a refund.
 - 2. 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%.
- C. 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.

1. 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.
 2. 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.
 - a. If an agreement has been made to run an under-filled class 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.
 - b. 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.
- D. 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 and Department Chair Pay Scale

TEACHING FACULTY DEPARTMENT CHAIR POINT SHEET

Name: _____ ID #: _____

Department Chair	for:	
Chair type		Department/program

Contracted classified in department or area of responsibility:	10 pts each	0
--	-------------	---

Contracted faculty in department or area of responsibility (other than yourself): 30 pts each 0

Non-contracted classified in department or area of responsibility: 10 pts each* 0

Fall	Winter	Spring

Non-contracted faculty <u>in department or area of responsibility:</u>	30 pts each*	0
--	--------------	---

Fall	Winter	Spring

Distinct disciplines or programs in area:	40 pts each	0
---	-------------	---

Third-party accreditations responsible for:	50 pts each	0
---	-------------	---

Shops/labs directly responsible for: _____ 20 pts each _____ 0

Number of advisory committee meetings organized and facilitated: 0

SUBTOTAL 0

x 3 terms	<u>0</u>
-----------	----------

Use the space below to list any co-chair information, if applicable:

--

Compensation Calculation = \$4.00 per point	
<u> </u>	Base - \$6,180
+ \$0.00	Monetary value of points
<u>\$0.00</u>	TOTAL COMPENSATION
- \$0.00	Release time (\$763 x <u> </u> credits)
\$0.00 Paid (in equal amounts during academic year)	

FOAPAL: 10000 - 6230 - 16140 -

Department/program chair signature

Date _____

Dean/director signature

Date _____

* Average per quarter, rounded up to the nearest whole number.

PROFESSIONAL FACULTY DEPARTMENT CHAIR POINT SHEET

Name: _____ ID #: _____

Department Chair _____ for: _____
Chair type Department/program

Contracted classified in department or area of responsibility: _____ 30 pts each _____ 0

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Contracted faculty in department or area of responsibility (other than yourself): _____ 20 pts each _____ 0

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Non-contracted classified and/or work study in area of responsibility: _____ 15 pts each* _____ 0
(please enter number)

Fall	Winter	Spring
0 _____	0 _____	0 _____
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Non-contracted faculty in department or area of responsibility: _____ 20 pts each* _____ 0
(please enter number)

Fall	Winter	Spring
0 _____	0 _____	0 _____
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Distinct disciplines or programs in area: _____ 40 pts each _____ 0

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Third-party accreditations responsible for: _____ 50 pts each _____ 0

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

On and off-campus spaces for which faculty has responsibility: _____ 20 pts each _____ 0

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

SUBTOTAL _____ 0
x 3 terms _____ 0

General Fund exceeds \$500,000 and/or non-general fund revenue exceeds \$100,000 (YES is 90 points) _____ 0

Number of advisory committee meetings organized and facilitated: _____ 0

Use the space below to list any co-chair information, if applicable:

Compensation Calculation = \$4.00 per point

	Base - \$6,180				
+	\$0.00	Monetary value of points			
	\$0.00	TOTAL COMPENSATION			
-	\$0.00	Release time(\$763 x		credits)	
	\$0.00 Paid (in equal amounts during academic year)				

FOAPAL: 10000 - 6230 - 16140 - _____

Department/program chair signature

Date

Dean/director signature

Date

* Average per quarter, rounded up to the nearest whole number.

Program Chair Point Sheet			
Term/Year:		Date:	
Faculty Name:		Faculty ID:	
*Note: This worksheet is to be completed by the faculty (program chair) and dean in collaboration for each applicable term.			
Place an "1" in the space provided for duty which applies to the period indicated.			
1. Program Chair (PC) leads the program and faculty in work around program outcome development and assignment.			
2. Responsible for content and maintenance of LBCC program specific website.			
3. Represents LBCC and program at state, national, or community stakeholder meetings/events.			
4. Administers program level scholarships.			
5. Assists the dean with hiring part-time instructors for program courses.			
6. Completes LBCC-required program review.			
7. Completes accreditation-required program review, if separate from #6 above.			
8. Develops or writes budget proposals (performance packages, and technology and course fee requests).			
9. Collaborates with deans/directors to manage the program and course level curriculum.			
10. Maintains inventory of specialized supplies or equipment			
11. Responsible for the program's courses and curriculum (e.g. textbook selection, consistency or content of syllabi).			
12. Provides initial guidance and mentoring to part-time faculty, providing them with the course outline and outcomes.			
13. Maintains relationships with partner programs at other institutions of higher learning and maintains articulations.			
14. Develops and maintains relationships with community partners, including employers and student placement sites.			
15. For both internal and external stakeholders, acts as a curricular liaison as required by college processes and procedures.			
16. Responsible for developing/organizing student orientation sessions that fall outside of contract days.			
17. Conducts preventative equipment maintenance up to the amount specified in Article 8-H of the FA Agrmt.			
18. Conducts organized student recruitment activities specifically for their program.			
Calculation for Program Chair Pay			
Calculate the number of boxes checked x \$150.			
Boxes checked:	0		0

Department/Program Chair Point Scale

Base:

	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
Department Chair	6180		

Monetary Value of Points:

<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
\$4 per point		

* The salary schedules for academic years 2024-2025 and 2025-2026 will be determined by the annual CPI-U, U.S. City Average, using the December index. Please see Article 16.A for more information.

Appendix E – Recommended Guidelines for Paying Faculty

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.

A. 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.

B. 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.

C. 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 I 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:
 - a. Determining needs by talking/meeting with client
 - b. Customizing training and services to meet the needs of the client
 - c. Customizing schedules and locations to meet client need
 - d. Marketing training to employees and other businesses (the class schedule is not effective for this)
 - e. Selecting, ordering, and purchasing classroom materials and supplies
 - f. Arriving early for the class (usually 30 minutes) and staying after to answer questions and talk with client
 - g. Follow-up work such as evaluation and marketing other services to clients
 - h. Billing coordination with Business Office
 - i. 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)

- j. 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

Appendix F – Insurance Caps

MEDICAL

CAPS	2024-2025	2025-2026	2026-2027
2F	1188	1247	1309
3F	895	940	987
4F	2081	2185	2294

DENTAL

CAPS	2024-2025	2025-2026	2026-2027
2F	81	85	89
3F	99	104	109
4F	192	202	212

VISION

CAPS	2024-2025	2025-2026	2026-2027
2F	37	39	41
3F	32	34	36
4F	58	61	64

Appendix G – Article 31 Disclosure Statement

This position is subject to Article 31 of the Faculty Association Collective Bargaining Agreement, for no more than 3 years. In the event of a decline in program enrollment or a lack of college-wide financial resources necessitating a reduction in force, faculty hired under this article are not afforded the contractual protections of Article 11(H)(1). For more detailed information, please review the Faculty Association Collective Bargaining Agreement or contact the Faculty Association at 541-917-4412.

Appendix H – WCE Examples

The following are three examples of how to calculate workload credit equivalents (WCEs) for work plan development. The average hours per week are based on calculations described in Article 8, section D, subsections 1, 2, and 3.

The following course is an example only and should not to be considered contractual in nature.

Example 1: G 201 Physical Geology I

Course	Credits	State Rules	Contact Hours		Workload Equivalent
How many credits on schedule	Breakdown of how time is spent in class	Defined contact hour multiplier	Determines contact hours per credit	Each contact hour is ascribed a value per the contract to determine WCE	Final calculation for Workload Credit Equivalent
4 Credits	3 Lecture	x 1	= 3	always valued at 1 3 x 1 =	3
	1 Lecture/Lab	x 2	= 2	Based on involvement level 1 x 1 =	1
	0 Lab	x 3	= 0	(Article 8. Section F. 1 & 2) or 1 x .682 =	.682
				(First lab hour meets criteria for 1 WCE)	0
				Based on involvement level - x 1 =	0
				(Article 8. Section F. 1 & 2) or - x .682 =	0

TOTALS

4	← Total number of contact hours rated at x1 cannot exceed total course credits →	4
		0.682
Total WCE value for course		4.682
Average contact hours/week		5

Appendix H – WCE Examples

The following course is an example only and should not be considered contractual in nature.

Example 2: BI 211 Principles of Biology

Course	Credits	State Rules	Contact Hours		Workload Equivalent
How many credits on schedule	Breakdown of how time is spent in class	Defined contact hour multiplier	Determines contact hours per credit	Each contact hour is ascribed a value per the contract to determine WCE	Final calculation for Workload Credit Equivalent
<div>4</div> Credits	<div>3</div> Lecture	x 1	= <div>3</div>	always valued at 1 3 x 1 =	<div>3</div>
	<div>0</div> Lecture/Lab	x 2	= <div>0</div>	Based on involvement level - x 1 = (Article 8. Section F. 1 & 2) or	<div>0</div>
	<div>1</div> Lab	x 3	= <div>3</div>	- x .682 =	<div>0</div>
				Based on involvement level 1 x 1 = (Article 8. Section F. 1 & 2) or	<div>1</div>
				2 x .682 =	<div>1.364</div>
				(First lab hour meets criteria for 1 WCE)	

TOTALS

<div>4</div>	←	Total number of contact hours rated at x1 <u>cannot exceed</u> total course credits	→	<div>4</div>
				<div>1.364</div>
				<hr/>
Total WCE value for course				<div>5.364</div>
Average contact hours/week				<div>6</div>

Appendix H – WCE Examples

The following course is an example only and should not to be considered contractual in nature.

Example 3: WW6. 192 Primary & Secondary Treatment

Course	Credits	State Rules	Contact Hours		Workload Equivalent
How many credits on schedule	Breakdown of how time is spent in class	Defined contact hour multiplier	Determines contact hours per credit	Each contact hour is ascribed a value per the contract to determine WCE	Final calculation for Workload Credit Equivalent
3 Credits	2 Lecture	x 1 =	2	always valued at 1 1 x 1 =	2
	1 Lecture/Lab	x 2 =	2	Based on involvement level 0 x 1 =	0
	0 Lab	x 3 =	0	(Article 8. Section F. 1 & 2) 2 x .682 =	1.364
				(First lab hour does not meets criteria for 1 WCE)	
				Based on involvement level - x 1 =	0
				(Article 8. Section F. 1 & 2) - x .682 =	0

TOTALS

3	← Total number of contact hours rated at x1 cannot exceed total course credits	→ 2
		1.364
Total WCE value for course		3.364
Average contact hours/week		4