

**PART-TIME  
FACULTY  
ASSOCIATION  
AGREEMENT**

*Linn-Benton*  
COMMUNITY COLLEGE

JULY 1, 2016 THRU JUNE 30, 2020

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## **PREAMBLE**

This agreement is made and entered into this 8th day of December, 2016, by and between the LINN-BENTON COMMUNITY COLLEGE BOARD OF EDUCATION (hereinafter referred to as “the College”) and the LINN-BENTON COMMUNITY COLLEGE PART-TIME FACULTY ASSOCIATION (hereinafter referred to as “the Association”). The intent of the 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 Association agree to maintain a climate of open, effective communication, mutual trust, professionalism, and respect working together to achieve the agreement that best fits the needs of the Association members, the students, the College, and the community.

## ARTICLE 1 – STATUS OF AGREEMENT

- A. The College recognizes the Association as the exclusive collective bargaining representative on wages, hours and conditions of employment for all part-time faculty who are employed by the College for three (3) or more workload credit equivalents in any given academic term.
1. The term "association" hereinafter shall refer to the Linn-Benton Community College Part-Time Faculty Association.
  2. The terms "part-time faculty," "faculty," "faculty members," "member," or "employee" shall refer to all employees represented by the association in the bargaining unit as defined above.
  3. The terms "college" or "board" shall refer to the Linn-Benton Community College Board of Education or designee.
  4. The term "president" shall refer to the President of Linn-Benton Community College.
  5. The term "academic year" denotes the total time from the start of fall term classes through the end of spring term classes. The term "academic term" refers to fall, winter and spring term, excluding summer term.
- B. Excluded from the bargaining unit and not subject to the terms of this Agreement are: part-time faculty who do not meet the definitions for inclusion in the bargaining unit, full-time faculty, classified employees, confidential employees and exempt employees.
- C. The College shall produce two signed copies of the final Agreement for the record. One copy shall be retained by the College and one copy shall be retained by the Association. The College will also provide all members of the bargaining unit with access to the Agreement by posting the signed Agreement on the College website.

## **ARTICLE 2 – 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 3 – 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 4 – ASSOCIATION RIGHTS

- A. Upon request, the College will provide the Association with information potentially relevant to its function as the exclusive bargaining representative in accordance with Oregon Law.
- B. The Association will be permitted to use the premises, equipment, and services 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 College 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 College for: 1) supplies (excluding de minimis occasional printing), 2) materials, or 3) services which require payment by the College to a third party. Exclusive use and location of locking storage, a desk, and publicly-accessible bulletin board space will be provided by the College. In addition, subject to operational and educational needs, the College will make a good faith effort to provide an exclusive office space to the Association without cost.
- D. If the College specifically requires the attendance of an association member at any College governance meetings or activities, the College agrees to provide that individual(s) compensation on an hour-for-hour basis, at the meeting rate, for that participation.

## **ARTICLE 5 – BOARD (MANAGEMENT) RIGHTS**

- A. The Board and its designees, on their 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 and/or its designees: 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 College's right to contract or subcontract work not currently done exclusively by unit members or to require the College to continue in existence any of its present programs in their present form and/or location, or on any other basis. The college may subcontract work currently done exclusively by unit members only by first bargaining with the Association upon demand in accordance with ORS 243.698
- C. It is recognized by the parties all rights and prerogatives of the Board and its designees which have not been diminished or modified by the specific terms of this Agreement are expressly retained by the Board and its designees, and by 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 6 – NON-DISCRIMINATION AND WORK ENVIRONMENT**

- A. The Association and the College affirm their adherence to the principles of free choice and agree they shall not discriminate against any Association member covered by the Agreement because of age, race, religion, sex, national origin, disability, marital status, political affiliation, sexual orientation, gender identity, domicile, or membership or non-membership in the Association, or any activity in and for the Association.
  
- B. Any employee asserting a violation of the principles of non-discrimination shall utilize the complaint process set forth in the applicable Board Policy or the contractual grievance procedure. If processed through the contractual grievance procedure, such grievance may not be appealed to the level of arbitration. This Article in no way restricts a member's rights pursuant to state and federal laws.

## **ARTICLE 7 – 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, the Association will not initiate, cause, or participate or join in any strike, work stoppage, or slowdown, or any other restriction of work during the term of this Agreement. In the event of strike, work stoppage, or slowdown in violation of this provision, the Association agrees to encourage unit members to return to work immediately. Violation of this provision by individuals in the bargaining unit shall subject such individuals to disciplinary action, up to and including dismissal. The Association will not be held liable for any such unit member activity, provided it did not authorize, sponsor, cause, assist, encourage, participate, ratify, or condone the activity. There will be no lockout of unit members by the College during the period of this Agreement

## ARTICLE 8 – WORKLOAD

A. The Workload Credit Equivalent (WCE) calculation for individual courses is determined by the College, and is used to determine compensation for bargaining unit members, and for establishing a basis for bargaining unit membership as articulated in Article 1 - Status of Agreement. The number of WCE's that a bargaining unit member is engaged to teach is established on a term-by-term basis.

B. Workload Credit Composition

The elements that comprise each WCE for part-time faculty include all tasks necessary for the member to carry out the teaching assignment and may involve:

- establishing a positive learning environment
- preparation for direct instruction (which may include preparation, revision, and/or facilitating acquisition, of all necessary teaching and supporting materials)
- instructional design related to online or hybrid course components
- delivering direct instruction
- assignment and test evaluation
- assessment of student learning outcomes
- in/outside of class student consultation and office hours
- completing related administrative requirements
- subject matter mastery

Within the performance of these duties, the member shall work collaboratively in support of College strategic goals.

The parties recognize 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.

C. The parties to this Agreement recognize that some instructional responsibilities clearly do not match the other definitions and are therefore unique. Unique assignments, in any case, shall be automatically reviewed at the end of the first term of the assignment. Where unique assignments, or non-traditional modes of teaching, may require a different calculation of WCE, or a different structure of compensation, the parties agree to addend this agreement as needed.

D. Proportional Pay guidelines will be applied in accordance with Appendix C of the Faculty Association Agreement.

## **ARTICLE 9 –ASSOCIATION SECURITY**

- A. Association members may have regular dues deducted from their paychecks in the amount prescribed by the Association in a manner agreed upon by the College and the Association. All such Association members shall provide the Association with affirmative notice and consent. The Association shall provide the college with copies of new membership forms monthly. All dues so collected shall be paid in aggregate each month to the treasurer of the Association. In the event that any error in deduction or remittance occurs, the College commits to a timely resolution that makes both the member and the Association whole.
- 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 21 shall be allowed over the provisions of this article.
- C. All notice requirements under Article 9A shall be in writing.
- D. The college will notify the association of all new hires and known separations of part-time faculty. Each academic term, the college will provide the association a complete accounting of all part-time faculty who may be governed by this contract.

## ARTICLE 10 – SALARY

### A. Salary Placement and Step Advancement

1. The part-time faculty salary schedule is contained in Appendix A-D of this agreement. Initial step placement and subsequent advancement are time and service based as follows:
  - a. All newly hired part-time faculty members will initially be placed at step 1 of the salary schedule.
  - b. Step advancement occurs with an accumulated 18 credit hours or 180 total hours or an equivalent combination of the two. For the purpose of calculating step advancement, hours are totaled for the preceding summer through spring terms.
  - c. Step advancement is retained regardless of the length of a bargaining unit member's separation from the college.

### B. Adjustments to Salary Schedule

1. Appendix "A" of this agreement shall be the salary schedule for bargaining unit members effective in the fall term of academic year 2016-17.
2. Appendix "B" of this agreement shall be the salary schedule for bargaining unit members effective in the fall term of academic year 2017-18.
3. Appendix "C" of this agreement shall be the salary schedule for bargaining unit members effective in the fall term of academic year 2018-19.
4. Appendix "D" of this agreement shall be the salary schedule for bargaining unit members effective in the fall term of academic year 2019-20.
5. To populate Appendix "D," effective in the fall term of academic year 2019-20, the salary schedule from academic year 2018-2019 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 all 12 months of one year to the average index for all 12 months the next year, using the December index that is published by the BLS each year. For this year (AY 2019-20), the salary schedule will be increased according to this index, but by no less than 3% and no greater than 4.5%.
6. Any future adjustments to compensation, be they related to step advancement or salary schedule, shall be controlled only by formally ratified successor agreements or memoranda of understanding.

### C. PERS/OPSRP Retirement Contributions

Effective beginning the fall term of the academic year 2016-2017, the College shall assume and pay the six percent (6%) employee contribution/payment required by the Public Employee Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) for members who are eligible to participate in PERS or OPSRP. Such employee contributions shall be credited to PERS and/or OPSRP members Individual Account Program (IAP) accounts.

## ARTICLE 11 – LEAVES

### I. PAID SICK TIME:

#### A. Purpose

The purpose of paid sick time is to provide bargaining unit members with compensatory relief related to absence from teaching and other scheduled duties due to sickness or injury.

#### B. Accrual and Carry Over

1. Upon ratification of this agreement, all bargaining unit members will be awarded forty (40) contact hours of sick time per fiscal year that they may use to cover contact hours or other scheduled hours that are not worked due to an illness related absence.
2. Members may begin to use their awarded sick time upon the first scheduled day of active employment.
3. Members may carry over up to 40 contact hours of unused sick time from one fiscal year to the next; however, members are limited to using no more than 40 contact hours of sick time in a fiscal year.
4. Bargaining unit members who are not employed at the college for four (4) consecutive academic terms (including summer term) shall forfeit sick time accumulated under this article.
5. Sick time hours are not transferrable.

#### C. Use and Procedures

1. Members may use accrued sick time if they are unable to work during scheduled hours due to personal illness or injury, or for illness or injury within the member's immediate family. "Immediate family" shall be defined as husband, wife, domestic partner, domestic partner's children, father, mother, son, daughter, sister, brother, step-child, grand-parent, parent-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. Sick time may also be used for any other reason allowed by state and/or federal law.
2. Bargaining unit members are responsible for the following:
  - a. In the event of unplanned absences, members must notify their immediate supervisor (or other designated individual) about their absence as soon as possible, and not later than before the beginning of their work shift.
  - b. If required, providing satisfactory proof of medical condition and medical release to return to work.
  - c. Whenever possible, members should schedule medical or dental appointments outside of regular work hours. If this is not possible, members should check with their supervisor in advance to schedule appointments at times with the least impact to the students/department/program.

- d. In the event of planned absences, it is expected the members provide as much notice as possible to minimize impact to the students/department/program.

## II. OTHER PAID LEAVES

### A. Bereavement Leave

Per OFLA, sick time shall also be used to cover absences up to two weeks for each death of a family member, as defined below, not to exceed 12 weeks in a fiscal year. If the member does not have enough accrued sick time to cover the allowed absence, the balance of time may be taken as leave without pay (LWOP).

### B. Jury Duty

1. A member shall be granted leave with pay for service upon a jury; however, such compensation shall be reduced by the amount the member receives for such jury service.
2. During the period of time a member is on jury duty, he/she will be responsible for reporting for duty at the college on those days when he/she is not required to report for, or is excused for the day from, jury duty.
3. A member shall receive time off, with pay, for required appearances in court or hearings resulting from a subpoena to appear to testify where the member is not;
  - a. personally involved in the action as a plaintiff
  - b. the defendant, unless the member is acting within the scope of their employment with the College, or
  - c. called on behalf of the association in any action against the college

### C. Emergency

With the approval of the member's supervisor, sick time may be used for other emergency situations.

### D. Leave for Military Activation

Members shall be provided with rights associated to military service in accordance with state and federal law.

## ARTICLE 12 – TUITION WAIVER

- A. The College agrees to waive tuition charges only for the bargaining unit member for a maximum of one credit course, to a maximum of five (5) credits, per term (at the current resident tuition rate).
  - 1. To qualify, the member must have worked a minimum of three workload credit equivalents or fifty (50) hours during the previous term or since using a previous waiver.
  - 2. In the event that the bargaining unit member is at the top step of the salary schedule, this for-credit tuition waiver may apply to the member's spouse, domestic partner, or eligible dependent.
  - 3. All tuition waivers are non-transferable.
  
- B. For Community Education classes, the College agrees to waive the course fee for the bargaining unit member for one Community Education class each term on a space available basis, if registered for on the last college business day before the class begins or thereafter. This waiver shall not apply to "cost recovery" or "differential tuition" courses and programs, as defined in Board Policy.
  
- C. Except in cases where course work is required to meet the minimum qualifications for a position or assignment, the College shall waive tuition charges for the bargaining unit member, if the College requires course work, external in-service training or other training directly related to the member's work assignment.



## ARTICLE 13 – PROFESSIONAL DEVELOPMENT

- A. The purpose of the part-time faculty professional development fund is to benefit part-time faculty members and the College by providing the opportunity for eligible part-time faculty members to secure additional education, training, and/or experiences that will enhance their competencies to carry out the College goals while adding to the instructional quality of the College.
- B. Bargaining unit members 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 member's instructional area and/or which would be of direct benefit to the educational program and the quality of instruction for which the member is or will be responsible.
- C. The amount of money to be allocated for part-time faculty will be \$13,500 per fiscal year for fiscal year 2016-2017. The allocation for fiscal year 2017-2018 will be \$13,500. The allocation for fiscal year 2018-2019 will be \$14,000. The allocation for fiscal year 2019-2020 will be \$14,000. Unused portions in the fund shall not carry over from one fiscal year to the next. This fund may be increased by the college President at the sole discretion of the College.
- D. There will be a dollar limit per member per fiscal year, July 1 - June 30. A member is given no guarantee of a yearly amount. Application materials, limits, and instructions for requesting funds are available on the college web site. Applications are considered on a "first-come, first-served" basis, with the guideline that half of the allocated professional development fund will be awarded July through December, and the balance of the fund awarded January through June.
- E. If the anticipated activity overlaps with instructional responsibilities, the applicant shall consult with his or her division dean (or other appropriate manager) to see if arrangements can be made to allow for the applicant to participate in the activity. No activities that overlap with instructional responsibilities will be approved without consultation with the division dean or other appropriate manager.
- F. The College commits to adhere to applicable wage and hour law as it applies to members' attendance at required or approved internal or external professional development activities.
- G. Guidelines and instructions are available on the LBCC website.

## **ARTICLE 14 – ACADEMIC FREEDOM**

- A. 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. The manifestations of academic freedom are found in the free search for truth and its free exposition. Bargaining unit members shall not introduce into their teaching controversial matters having no relationship to their subject and the approved course outline and student learning outcomes on file with the Academic Affairs Office.
- B. Bargaining unit members shall have the responsibility to present their courses, including choice of instructional materials, in the manner deemed appropriate for those courses, subject to the guidance and standard practice of the individual academic department.
- C. Bargaining unit members shall maintain the first right and responsibility to determine grades and other evaluations of students. This shall not abridge students' rights to appeal grades through the proper procedures.
- D. Bargaining unit members should be accurate (delivering instruction based in fact, data, or scholarly research) actively engage diverse perspectives, and show respect for the opinions of others. Outside of the classroom, bargaining unit members shall make every effort to indicate they are not speaking for the institution when speaking in public.

## ARTICLE 15 – INTELLECTUAL PROPERTY RIGHTS

1. The ownership of any materials, processes, or inventions developed solely by an employee's individual effort, time and expense shall vest in the employee and be copyrighted or patented, if at all, in his/her name.
2. The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.
3. In those instances where materials, processes or inventions are produced by an employee with College support, through use of significant time, facilities, or other College resources, the ownership of the materials, processes, or inventions shall vest (and be copyrighted or patented) as per written agreement between the college President or designated representative and the employee(s) prior to the production.
4. The parties agree that the provisions of this article do not change as a result of medium of delivery/distribution, or storage (e.g. on-line, electronic media).

## ARTICLE 16 – PERSONNEL FILES

- A. A bargaining unit 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 bargaining unit member shall have the right, per Oregon law, to review and/or copy, upon request, the contents of his/her personnel file. A representative of the Association may, at the bargaining unit member's request, accompany him/her in this review.
- C. A bargaining unit member's supervisor may add information to the personnel files at any time. The bargaining unit member shall be required to initial all performance related 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. The bargaining unit members shall be provided a copy of the information and shall be entitled to place a response to it in the personnel file. Any materials to be placed in the personnel file shall be available for immediate review upon receipt in Human Resources.
- D. The bargaining unit member may petition the Human Resources Director to expunge material after it has existed in the employee's personnel file for five or more years, except material that is presently involved in hearings or pending litigation. The decision of the Human Resources Director will be final, and in accordance with Oregon Law. The bargaining unit member is entitled to Association representation in this petition process.
- E. The employee shall have the right to petition the Human Resources Director to add material to the personnel file germane to their employment at the College.

## ARTICLE 17 – PERFORMANCE REVIEW

- A. The primary purpose for the part-time faculty performance review process at LBCC is for professional growth and development in support of the pursuit of professional excellence.
- B. Reviews will be completed after the accumulation of 24 credits and at least one time every five (5) calendar years, beginning with initial membership in the bargaining unit as defined in Article 1 – Status of Agreement. Part-time faculty who would like more frequent feedback can request performance review of the appropriate Dean, who will respond as time allows. More frequent reviews cannot be construed as disciplinary and shall not be grieved.
- C. Reviews will utilize multiple indices of effectiveness, each of which is directly related to individual roles and responsibilities, including evidence of teaching effectiveness and analysis of a bargaining unit member's performance in their support of student learning and collaboration with colleagues.

The college retains the right to access and utilize all primary review data, including but not be limited to the following:

1. Classroom visitation
  2. Written review by supervisor
  3. Discussion between supervisor and bargaining unit member
  4. Peer feedback
  5. Learner/client feedback
  6. Contribution to student success.
- D. Learner/client feedback will be gathered in a manner that satisfies accreditation requirements.
  - E. No video or audio recordings shall be used for performance-related reviews unless agreed upon by the employee.
  - F. The administrative implementation, management, evaluation and revision of the performance review system shall be the responsibility of the Vice President for Academic Affairs and/or her/his designee(s). The Vice President will solicit input from the Association as needed on the effectiveness of the performance appraisal system.

## ARTICLE 18 – TERMS AND CONDITIONS OF EMPLOYMENT

### A. Hiring, Assignment and Cancellation of Courses/Course Sections

1. Bargaining unit members are hired on a term-by-term basis. The College's decision not to hire a bargaining unit member for a subsequent term(s) cannot be construed as disciplinary and shall not be grieved. The College retains the right to re-hire bargaining unit members or to hire new part-time faculty as is deemed by the College to be in the best interests of the College.
2. Assignment of bargaining unit members to the academic schedule of classes for the following academic term, is at the discretion of the College. The College reserves the right to reassign a course, or course section, prior to the start of the academic term. The College's decisions related to the assignment shall not be subject to the grievance procedure of this Agreement.
3. The College maintains the right to cancel a course, or course section. The College's decision to cancel a course, or course section, or reassign it cannot be construed as disciplinary, even if such a cancellation or reassignment results in a reduction of hours or pay for a bargaining unit member, and such action shall not be subject to the grievance procedure of this Agreement.

### B. Hiring, Assignment and Cancellation of Courses - Additional Provisions for Members with "Established Part-Time Faculty Status"

1. In addition to the provisions of section A, parts 1 through 3 above, members who reach step 5 of the salary schedule will be designated as having earned "Established Part-Time Faculty Status."
2. Established status members who have not had a break in classroom based instructional service of 2 or more consecutive academic terms, (excluding summer), shall receive an offer of rehire and assignment to a similar course(s), unless the College determines that performance or conduct factors warrant a decision not to rehire. Such performance or conduct factors may, but need not be, evidenced by formal disciplinary action(s). Offers of rehire will be sent via email. Failure to respond to an offer of rehire within 3 working days may result in the offer being withdrawn.
3. When a decision not to rehire is made on the basis of performance or conduct factors, an established member will be given a written notice of the determination not to rehire, to include the rationale for the decision. Such decisions and rationale shall not be subject to the grievance procedure of this Agreement.
4. Course assignments and /or rehire may also depend on other administrative factors which impact course assignments, including, but not limited to changes in student demand, elimination of programs courses or course sections, changes in the number of course sections offered, changes to the requirements of degree programs, the requirements of the full-time faculty CBA, or college initiatives. Decisions not to rehire made on

these bases shall not carry a notice requirement and shall not be subject to the grievance procedure of this Agreement.

C. Orientation and Resource Guide

1. The parties agree to convene a post bargaining work group in the 2016-2017 academic year for the purpose of creating an online orientation and resource guide to assist with the on-boarding and orientation of all part-time faculty.
2. The work group will be comprised of six (6) staff. The College and the Association shall each assign three (3) members to the work group. The parties agree that this orientation and resource guide shall be wholly separate from the collective bargaining agreement, and shall not supersede or be construed to addend this agreement in any way. The parties agree that the guide may directly reference, but shall not restate any topics that conflict with, or are previously addressed in the Agreement or existing Board Policy / Administrative Rule.
3. The parties agree that the work group will produce an initial product by the end of the fall academic term, 2017. After completion of this initial product, the work group will dissolve, and may reconvene on an as needed basis, at the request of either party, to update or revise the resource guide.

D. Notice of Projected Assignment

At least four weeks before the beginning of each term, the College will provide notice of the projected assignments that have been established for that term. Such projection is not a guarantee of employment nor assignment, and is subject to change by the College. The course schedule may serve as notification.

## **ARTICLE 19 – DISCIPLINE AND DISCHARGE**

- A. Employees have the right to Association representation in any meeting that is disciplinary in nature, or could reasonably lead to disciplinary action. Access to such representation shall not unreasonably delay such a meeting.
- B. No employee shall be formally reprimanded, disciplined or terminated without just cause during the term of their individual employment agreement. Any formal discipline made against a bargaining unit member shall be reduced to writing and provided to the member. With reasonable suspicion, the College reserves the right to impose paid administrative leave without prior notice to the member.
- C. Before a final determination of disciplinary action is made, the employee to be disciplined will be given the opportunity to respond to the supervisor or other designee of administration, about the reasons for the action, and the level of discipline applied.
- D. The member shall be provided with the opportunity to sign any formal disciplinary document, with an understanding that such signature represents only an acknowledgement of receipt. All formal disciplinary documentation will be retained within the member's personnel file, subject to the provisions of Article 16 - Personnel Files.
- E. 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 20 – CONTRACT AND ISSUES CLARIFICATION

### I. CONTRACT CLARIFICATION

To foster our commonly held value of open and honest engagement between colleagues, the Contract Clarification Committee (CCC) has two primary purposes:

- To foster a mutual understanding of existing contract language and its proper application to a given situation, and
- To effectively communicate contract clarifications to the college President, Association members and management staff.

#### A. Contract Clarification Process

1. An Association member may invoke the CCC to seek clarification of existing contract language and its proper application to a given situation. If the matter in question could potentially affect a group of Association members, the Association may also invoke this article on behalf of those members.
2. When an individual Association member is the initiating party, it is expected that they will first try to reach an acceptable clarification or resolution through direct discussion with the appropriate manager or administrator.
3. If not satisfactorily resolved, or if the Association member feels that they cannot address the matter directly, the issue may be referred to an Association delegate on CCC for review. If the Association deems that a referral to the CCC is appropriate, the Association may call for a CCC to convene a hearing on the matter in question.
4. When the Association is the initiating party on behalf of a group of members, the Association president or his/her designee may call for a CCC to convene a hearing on the matter in question.
5. The CCC will engage in dialog and seek to resolve the matter by providing either a clarification of the contract and its application, or by creative problem solving to find a mutually acceptable resolution.
6. If the parties that comprise CCC agree on a given clarification or resolution, that clarification or resolution shall be binding upon the parties, documented for posterity, and made available to the public to foster ongoing common understanding of the language in question.
7. In the event that the parties comprising CCC are unable to arrive at a clarification or a resolution, the Association member(s) may avail themselves of the grievance article of this Agreement.

#### B. Committee Meetings and Composition

CCC will be convened whenever deemed necessary by either the Association or the Administration. When convened, the committee will be comprised of six (6) staff (3 members chosen by the Association and 3 chosen by the Administration). If possible, at least one member from each group will have participated in the last contract negotiations. Association members of CCC will be compensated on an hour for hour basis, for time spent in full committee, in person dialog. CCC will be

## **ARTICLE 20 – CONTRACT AND ISSUES CLARIFICATION**

supported by a non-participatory recorder chosen by the College. The recorder shall serve the CCC in a strictly confidential manner and their duties shall be limited to accurately documenting a summary of the dialog and any clarifications or resolutions that may result from the dialog.

### **II. EXTRA-CONTRACTUAL ISSUES OF CONCERN**

The parties mutually affirm the value of regular, open and honest, problem solving dialog. As such, Association leadership shall have regular periodic access to the college President, the Academic Vice President, and/or appropriate designees to discuss issues of concern that do not fall within the auspices of this Agreement, but may be of concern and/or import to Association members. Such access may be via any regularly scheduled meetings, which will generally occur on a monthly basis, with the President and the Academic Vice President, and/or in addition to those regularly scheduled meetings. At the request of the Association, and/or to facilitate direct communication, the President and/or the Association may choose to include appropriate persons from the ranks of either College management, administration, or the Association in these discussions.

## ARTICLE 21 – GRIEVANCE PROCEDURES

### A. Definitions

1. A "grievance" shall mean a complaint by the Linn-Benton Community College Part-Time Faculty Association, and/or a member or members of the bargaining unit that there has been a violation of any provision of this Agreement.
2. "The aggrieved" is the person, persons, or the Association making the complaint.
3. "Days", unless otherwise specified, shall mean the work days when the College is open for business.

### B. Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level. Meetings or discussions involving grievances or grievance procedures shall be scheduled at times so as not to interfere with the employee's duties. The aggrieved may be accompanied by an association representative when presenting the grievance at any step.

### C. Procedures

Grievances shall be processed in the following manner and, unless mutually agreed upon by the parties, within the stated time limits.

#### Step 1 - Informal

An employee or the Association shall be responsible for instituting the first step of the grievance procedure by contacting the immediate supervisor to arrange an informal meeting to make an earnest attempt to resolve the grievance.

#### Step 2 - Human Resources

If the issue is not resolved informally within ten (10) days of the informal meeting, the employee or the Association may submit a written grievance to the Human Resources Director within ten (10) additional days. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provision involved, and the relief sought.

The Human Resources Director or his or her designee shall review the

## **ARTICLE 21 – GRIEVANCE PROCEDURES**

grievance, arrange a meeting for necessary discussion, and give a written answer to the aggrieved with a copy to the Association, within ten (10) days after the receipt of the written grievance.

### Step 3 - President

If the aggrieved is not satisfied with the Human Resources Director's response, or lack thereof, an appeal may be submitted to the college President or his/her designee within ten (10) days of receipt of the written Step 2 response. The President or his/her designee shall review the grievance, arrange a meeting for necessary discussion, and give a written answer to the employee with a copy to the Association no later than ten (10) days after his or her receipt of the written grievance.

### Step 4 - Arbitration

1. Grievances not resolved at Step 3 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, whether individual or Association, should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall file a written notice of a request for arbitration to the President within fifteen (15) working days following the President's answer concerning the alleged grievance.
2. Within ten (10) working days after a written notice of arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, the Association shall request a list of seven (7) arbitrators, who reside in Oregon or Washington, from the State Employment Relations Board, Conciliation Service Division and, upon receipt of same, alternately strike names until one (1) remains, and submit the matter to arbitration. The party that will first strike out an arbitrator shall be determined by a coin toss.
3. The hearing and all other proceedings shall be conducted according to the voluntary rules of the American Arbitration Association.
4. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement.
5. A decision of the arbitrator shall be binding upon the parties.

## **ARTICLE 21 – GRIEVANCE PROCEDURES**

### **D. Costs of Arbitration**

The College and the Association will share equally any joint costs of the arbitration procedure such as the fees and expenses of the arbitrator. The hearing shall be done at the college campus for no cost to the Association or to the employee.

### **E. Initiation of Group Grievances**

1. Where more than one employee has a common grievance, the Association may initiate a group grievance on their behalf. In such a case, a written grievance may be filed originally with the Human Resources Director, who shall designate the grievance hearing officer who will initially hear the grievance.
2. The same steps and time intervals shall apply as in the individual grievances.
3. The Association shall have the right to initiate a grievance growing out of an alleged violation of association rights under this contract. Any such grievance shall be initiated at Step 2. The remainder of the procedure shall be as provided for the individual grievances.

### **F. End of Term Grievances**

In the event a grievance cannot be resolved by the end of the term and the aggrieved is not scheduled to work in the subsequent term, then, the time limits shall be reduced by mutual agreement.

### **G. General Provisions**

1. No reprisals of any kind will be taken by the College or by any members of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.
2. Unless there is a mutual agreement to extend timelines, failure at any step of this procedure to communicate the decision in writing within the specified time limit shall permit the aggrieved to proceed to the next step.
3. Unless there is a mutual agreement to extend timelines, failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

## **ARTICLE 21 – GRIEVANCE PROCEDURES**

4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Meetings and hearings under this procedure shall be conducted in private and shall include only the aggrieved, their designated or selected representatives, and the designated representative(s) of the College.

## **ARTICLE 22 – NEGOTIATION OF A SUCCESSOR AGREEMENT**

The parties agree to enter into collective bargaining over a full 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.

If the agreement expires prior to completion of negotiations, the College will maintain the status quo while negotiations continue in good faith.

## **ARTICLE 23 – 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, 2020.



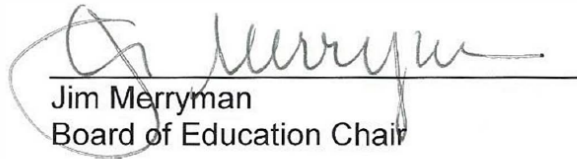
**ARTICLE 24 – EXECUTIVE SIGNATURES**

Executed this 8 day of December, 2016, 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.



Tim Black  
Part-Time Faculty Association  
President

12/8/16  
Date



Jim Merryman  
Board of Education Chair

12/8/16  
Date

## APPENDIX A – SALARY SCHEDULE

### LINN-BENTON COMMUNITY COLLEGE PART-TIME FACULTY SALARY SCHEDULE 2016/2017

Effective: First Working Day Following the Last Day of Summer Term, 2016 (August 31, 2016)

	STEPS							
	1	2	3	4	5	6	7	8
<p><b><u>TABLE I</u></b> (per 1 workload credit equivalent)  All credit classes</p>	\$614	\$639	\$664	\$691	\$718	\$747	\$777	\$808
<p><b><u>TABLE II</u></b> (N/A)</p>								
<p><b><u>TABLE III</u></b> (hourly)  Non-credit contact hour classes  Parent Ed Lab Hours  Planning and Coordination  Professional Development and Meetings  Curriculum Development</p>	\$24.05	\$25.02	\$26.02	\$27.06	\$28.14	\$29.26	\$30.44	\$31.65

**SEE DETAILS ON NEXT PAGE FOR USE OF APPROPRIATE STEP AND SUBSTITUTE PAY RATES.**

## **APPENDIX A – SALARY SCHEDULE**

### **PAYING FOR SUBSTITUTE HOURS**

WCE Classes: Use credit equivalency calculations.

Noncredit Classes: Use hourly rate.

### **PAYMENT FOR COURSES TAUGHT IN LB iLearn**

- Content Experts- \$15.13 per student, per week, for the period in which they are committed to the course.
- Assessment Evaluators- \$30.27 per student, per week, for the period in which they are committed to the course.

### **TRAINING AND SERVICES PAID FOR BY A THIRD PARTY**

Credit courses are paid on a WCE basis. For all other courses, refer to FT faculty contract, Appendix E for the payment formula.

## APPENDIX B – SALARY SCHEDULE

### LINN-BENTON COMMUNITY COLLEGE PART-TIME FACULTY SALARY SCHEDULE 2017/2018

**Effective: First Working Day Following the Last Day of Summer Term, 2017 (3.09% increase from AY 16-17)**

		STEPS								
		1	2	3	4	5	6	7	8	9
<b><u>TABLE I</u></b> (per 1 workload credit equivalent)		\$633	\$658	\$685	\$712	\$740	\$770	\$801	\$833	\$866
All credit classes										
<b><u>TABLE II</u></b> (N/A)										
<b><u>TABLE III</u></b> (hourly)		\$24.80	\$25.79	\$26.82	\$27.89	\$29.01	\$30.17	\$31.38	\$32.63	\$33.94
Non-credit contact hour classes										
Parent Ed Lab Hours										
Planning and Coordination										
Professional Development and Meetings										
Curriculum Development										

**SEE DETAILS ON NEXT PAGE FOR USE OF APPROPRIATE STEP AND SUBSTITUTE PAY RATES.**

## **APPENDIX B – SALARY SCHEDULE**

### **PAYING FOR SUBSTITUTE HOURS**

WCE Classes: Use credit equivalency calculations.

Noncredit Classes: Use hourly rate.

### **PAYMENT FOR COURSES TAUGHT IN LB iLearn**

- Content Experts- \$15.13 per student, per week, for the period in which they are committed to the course.
- Assessment Evaluators- \$30.27 per student, per week, for the period in which they are committed to the course.

### **TRAINING AND SERVICES PAID FOR BY A THIRD PARTY**

Credit courses are paid on a WCE basis. For all other courses, refer to FT faculty contract, Appendix E for the payment formula.

## APPENDIX C – SALARY SCHEDULE

### LINN-BENTON COMMUNITY COLLEGE PART-TIME FACULTY SALARY SCHEDULE 2018/2019

**Effective: First Working Day Following the Last Day of Summer Term, 2018 (3.25% increase from AY 17-18)**

		<b>STEPS</b>								
		1	2	3	4	5	6	7	8	9
<b><u>TABLE I</u></b> (per 1 workload credit equivalent)		\$654	\$680	\$707	\$735	\$765	\$795	\$827	\$860	\$894
All credit classes										
<b><u>TABLE II</u></b> (N/A)										
<b><u>TABLE III</u></b> (hourly)		\$25.61	\$26.63	\$27.69	\$28.80	\$29.95	\$31.15	\$32.40	\$33.69	\$35.04
Non-credit contact hour classes										
Parent Ed Lab Hours										
Planning and Coordination										
Professional Development and Meetings										
Curriculum Development										

**SEE DETAILS ON NEXT PAGE FOR USE OF APPROPRIATE STEP AND SUBSTITUTE PAY RATES.**

## **APPENDIX C – SALARY SCHEDULE**

### **PAYING FOR SUBSTITUTE HOURS**

WCE Classes: Use credit equivalency calculations.

Noncredit Classes: Use hourly rate.

### **PAYMENT FOR COURSES TAUGHT IN LB iLearn**

- Content Experts- \$15.13 per student, per week, for the period in which they are committed to the course.
- Assessment Evaluators- \$30.27 per student, per week, for the period in which they are committed to the course.

### **TRAINING AND SERVICES PAID FOR BY A THIRD PARTY**

Credit courses are paid on a WCE basis. For all other courses, refer to FT faculty contract, Appendix E for the payment formula.

## APPENDIX D – SALARY SCHEDULE

### LINN-BENTON COMMUNITY COLLEGE PART-TIME FACULTY SALARY SCHEDULE 2019-2020

**Effective: First Working Day Following the Last Day of Summer Term, 2018 (Actual figures to be determined. 3% to 4.5% increase from AY 18-19, based on the CPI-U as stated in the Salary Article)**

		<b>STEPS</b>									
		1	2	3	4	5	6	7	8	9	10
<b><u>TABLE I</u></b> (per 1 workload credit equivalent)	All credit classes	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b><u>TABLE II</u></b> (N/A)											
<b><u>TABLE III</u></b> (hourly)	Non-credit contact hour classes Parent Ed Lab Hours Planning and Coordination Professional Development and Meetings Curriculum Development	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

**SEE DETAILS ON NEXT PAGE FOR USE OF APPROPRIATE STEP AND SUBSTITUTE PAY RATES.**



## **APPENDIX D – SALARY SCHEDULE**

### **PAYING FOR SUBSTITUTE HOURS**

WCE Classes: Use credit equivalency calculations.

Noncredit Classes: Use hourly rate.

### **PAYMENT FOR COURSES TAUGHT IN LB iLearn**

- Content Experts- \$15.13 per student, per week, for the period in which they are committed to the course.
- Assessment Evaluators- \$30.27 per student, per week, for the period in which they are committed to the course.

### **TRAINING AND SERVICES PAID FOR BY A THIRD PARTY**

Credit courses are paid on a WCE basis. For all other courses, refer to FT faculty contract, Appendix E for the payment formula.