

**PART-TIME
FACULTY
ASSOCIATION
AGREEMENT**

Linn-Benton
COMMUNITY COLLEGE

JULY 1, 2020 THRU JUNE 30, 2023

TABLE OF CONTENTS
Part-Time Faculty Association Agreement

Preamble			
Article 1	Status of Agreement	Article 15	Course Content Rights and Intellectual Property Rights
Article 2	Headings	Article 16	Personnel Files
Article 3	Severability	Article 17	Performance Review
Article 4	Association Rights	Article 18	Terms and Conditions of Employment
Article 5	Board (Management) Rights	Article 19	Discipline and Discharge
Article 6	Non-Discrimination and Workplace Environment	Article 20	Contract and Issues Clarification Committee
Article 7	Interruption of Work	Article 21	Grievance Procedure
Article 8	Workload	Article 22	Negotiation of a Successor
Article 9	Association Security	Article 23	Term of Agreement
Article 10	Salary	Article 24	Executive Signatures
Article 11	Leaves	Appendix A	Salary Schedule 2020-2021
Article 12	Tuition Waiver	Appendix B	Salary Schedule 2021-2022
Article 13	Professional Development	Appendix C	Salary Schedule 2022-2023
Article 14	Academic Freedom	Appendix D	

PREAMBLE

This agreement is made and entered into this ___ day of _____, 2021, 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 greater than zero 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 "supervisor" shall refer to the Dean(s), Associate Dean(s), or Director(s) who makes the offer(s) of employment each term.
 6. 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 a bargaining unit member is engaged to teach is established on a term-by-term basis.

B. Workload Credit Composition

The primary responsibility of faculty is the facilitation of student learning, as captured by WCE (Workload Credit Equivalents). WCE are determined through college process in advance of the faculty's work assignment. 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 and reporting of student learning outcomes
- in/outside of class student consultation and office hours
- subject matter mastery
- completing related administrative requirements

Mandatory safety and compliance training time is compensatory time. It is the presumption of the parties to this agreement that such training will be completed during open office hours to the extent this is possible. If office hours are impacted, the instructor must engage with their Supervisor and agree in advance to extra compensated hours in which the balance of such training will be completed. Such training will be paid based on Table III of the salary schedule.

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. Additional work assignments must be explicitly offered by the faculty member's Supervisor or other manager. If there is a question regarding this article either party shall refer to Article 20. These assignments are paid per Table III of the salary schedule found in Appendix A. Examples of these assignments include:

- New curriculum development
- Program-related administrative tasks
- Retention/recruitment activities

- Special event coordination
- Formal academic advising
- Committee and council assignments
- Department and division meetings and responsibilities
- Planning and presenting workshops for college professional development
- Write or contribute to college-initiated grant applications
- Serve on job-related boards or committees
- Develop partnerships with community groups, organizations, or individuals outside the College
- Professional faculty work, e.g. librarian

E. Proportional Pay

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

ARTICLE 9 –ASSOCIATION SECURITY

- A. The employer will deduct dues, fees, and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by members and provided to the union. The union will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The employer shall rely on the list to make the authorized deductions and to remit payment to the labor organization.
- B. All notice requirements under Article 9A shall be in writing.
- C. Dues will be remitted to the Association within ten business days of the deduction from the employee's pay. In the event of an exception, immediate notice will be given to the Association, which includes estimate for remittance date.
- D. The college will notify the association of all new bargaining unit hires within ten (10) days of hire.
- E. The College will notify the Association of all known separations of part-time faculty. Notification will include the type and date of the separation.
- F. Each academic term, the college will provide the association a complete accounting of all part-time faculty who may be governed by this contract.
- G. Information provided to the Association for new hires and members of the bargaining unit shall include at a minimum the following in an editable digital format acceptable to the parties: all known personal and work phone numbers, personal and work email addresses, the employee's mailing address, and employer ID and the last four digits of the employee's social security number. In addition, it will include date of hire, job title, salary, and work location.
- H. The Association agrees to cooperate with and assist the College upon request in the defense of any actions the College takes in the performance of its obligations under this Article.

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, except as provided below.
 - b. Effective 7/1/2022, the following faculty shall be hired at Step 2:
 1. Newly hired faculty with six (6) or more quarters, or four (4) or more semesters, of instruction in the field of instruction or related field at an accredited college or university within the last four (4) years.
 2. Newly hired faculty with advanced degrees in the field of instruction or related field above what is required to teach in their discipline.
 3. Newly hired faculty for career technical courses with related industry experience that is 50% or greater than required industry experience at time of hire.
 - c. Step advancement occurs for the term following the accumulation of the combination of 180 instructional contact hours and college-paid non-instructional hours.
 - d. Step advancement is retained regardless of the length of a bargaining unit member's separation from the college.

B. Adjustments to Salary Schedule

1. To populate Appendix "A," effective in the summer term, for academic year 2020-21, the salary schedule from the prior academic year will be increased by 2.5% to adjust for anticipated changes to inflation. In addition to the inflation increase for each academic year, each step will receive a 1% increase for the 2020-2021 academic year.
2. To populate Appendix "B," effective in the summer term, for academic year 2021-22, the salary schedule from the prior academic year will be increased by 2.5% to adjust for anticipated changes to inflation. In addition to the inflation increase for each academic year, each step will receive a 2% increase for the 2021-2022 academic year.
3. To populate Appendix "C," effective in the summer term, for academic year 2022-23, the salary schedule from the prior academic year will be increased by 2.5% to adjust for anticipated changes to inflation. In addition to the inflation increase for each academic year, each step will receive a 3% increase for the 2022-2023 academic year.
4. Effective July 1, 2021 the college will add one additional step to the top of the salary schedule.
5. 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. In the event that the bargaining unit member is at step 5 or higher of the salary schedule, this for-credit tuition waiver may apply to the member's spouse, domestic partner, or eligible dependent.
 - 2. All tuition waivers are non-transferable, with the exception of those listed in A.1.

- B. For Extended Learning classes, the College agrees to waive the course fee for the bargaining unit member, or eligible dependents as listed in A.1, for one Extended Learning class each term. This waiver shall not apply to short-term training cost recovery programs.

- C. For any course work beyond the minimum qualifications for a teaching assignment which is assigned to the member by the member's supervisor the College shall waive all related tuition charges. The waiver of any such tuition charges shall not count toward the bargaining unit member's maximum benefit eligibility as outlined in sections A and B of this article.

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 \$20,000 for fiscal year for fiscal year 2020-2021. The allocation for fiscal year 2021-2022 will be \$20,000. The allocation for fiscal year 2022-2023 will be \$20,000. Each year, 100% of any unused portion of the fund shall be carried over to the following fiscal year. This carry over amount shall be spent first, and any unused balance in a carryover fund will not be carried over to a second year. 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 – COURSE CONTENT RIGHTS AND 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/their name. Any profit from the sale of vested material shall belong to the faculty member.
 - a. All course materials that are produced solely by the faculty member to use in teaching their course, including but not limited to lecture materials, videos, tests, posters, handouts, and content created within a third-party system not belonging to the college, shall belong to the employee. The college agrees not to use these materials without the express permission of the employee. The decision to make such course material available to others shall not be made a condition of future assignments.
 - b. The college retains the non-exclusive right to distribute the course syllabus, in any format or medium, for non-commercial, research, educational, or related academic purposes only. The employee also authorizes the college to allow users of the syllabus repository to distribute the syllabus worldwide, in any format or medium, for non-commercial, research, educational, or related academic purposes only. The college will clearly identify the employee's name as the author or owner of the syllabus, and will not make any alteration to the syllabus.
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. A written record will be entered into in advance between the College and the faculty member that reflects the work to be performed, time spent, and any additional compensation to be made.
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. Neither party may sell joint property for a commercial profit without first negotiating an agreement between themselves. In the absence of an agreement, the materials, processes, or inventions shall be given a Creative Commons license.
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).
5. When faculty members procure grants and/or work on other projects that produce open educational resources (OER) and open-source software, and 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 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 purpose for the part-time faculty performance review process at LBCC is for professional growth and development, to ensure quality in the teaching and learning environment, and to enhance student learning.
- B. Performance reviews cannot be construed as disciplinary.
- C. Faculty performance reviews will be completed within the first three terms of employment and thereafter at least one time every three (3) 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.
- D. 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, which may include, 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. Student/client feedback
 6. Contribution to student success
 7. Self-evaluation
 8. Service to the college
- E. No video or audio recordings shall be used for performance-related reviews unless agreed upon by the employee.
 - F. Upon request, faculty are entitled to a conference with the person conducting the review. In addition, they may attach a rebuttal or commentary to the review after it is completed and placed in the personnel file. A copy of the final review shall be sent to the faculty member.
 - G. The administrative implementation, management, evaluation and revision of the performance review system shall be the responsibility of the Vice President of Academic and Student Affairs and/or her/his designee(s). Association members may request the standards on which they will be reviewed prior to their performance review. The Vice President will solicit input from the Association as needed on the effectiveness of the performance review system.

ARTICLE 18 – TERMS AND CONDITIONS OF EMPLOYMENT

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

1. Bargaining unit members are hired and re-employed on a term-by-term basis. The College's decision not to re-employ 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-employ 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. Notice shall be provided to the employee of the cancellation or reassignment of classes, and the reason for the cancellation or reassignment. The College's decisions related to the assignment shall not be subject to the grievance procedure of this Agreement. 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.
 - a. Four (4) hours of compensation shall be paid for preparation of any class that is cancelled later than one calendar week prior to the start of a term.
3. 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 re-employment nor assignment, and is subject to change by the College. The college will endeavor to send projected assignments electronically that include specific information about courses, compensation, and the direct supervisor.

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 advance 3 steps on 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 3 or more consecutive academic terms, (excluding summer), shall receive an offer of re-employment 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 re-employment will be sent via

email. Failure to respond to an offer of rehire within five (5) working days may result in the offer being withdrawn.

3. When a decision not to re-employ is made on the basis of performance or conduct factors, an established member will be given a written notice of the determination not to re-employ, to include the rationale for the decision. Decisions to not re-employ can be appealed in writing within 10 college working days of the aforementioned notice to the Vice President of Academic and Student Affairs, whose decision on the matter shall be final. Such decisions and rationale shall not be subject to the grievance procedure of this Agreement.
4. Course assignments and /or re-employment 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. The College reserves the right to reassign a course, or course section, prior to the start of the academic term. Notice shall be provided to the employee of the cancellation or reassignment of classes, and the reason for the cancellation or reassignment. Decisions not to rehire made on these bases shall not be subject to the grievance procedure of this Agreement.

C. Division Level Orientation

Within the first term of any new part-time faculty member's employment, they shall attend (be offered) an orientation program designed by their division leadership to familiarize the member with division and college-wide policies, administrative rules, administrative processes/procedures, expectations, and resources. Representatives of the Association may attend each primary division orientation. Time spent in division level orientation is compensable time per Table 3 of the salary schedule.

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. This shall not be construed as a waiver of any rights or obligations of either party contained in Article 18. Any formal discipline made against a bargaining unit member shall be reduced to writing and provided to the member in advance.
- C. The College reserves the right to impose paid administrative leave without prior notice to the member for the purpose of conducting an investigation into an allegation that, if sustained, would warrant discipline or termination. Paid administrative leave will not go beyond 15 days without notice to the employee and association.
- D. 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.
- E. 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.
- F. Faculty shall have the right to submit a written rebuttal to any notice of discipline.
- G. 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 an allegation 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 or properly executed Memoranda of Understanding.
2. "The aggrieved" is the person, persons, or the Association making the complaint.
3. "Days," unless otherwise specified, shall mean College instructional days .

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 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.

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 may 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.
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.
6. If requested by the grievant, a representative chosen by the Association may attend any meeting of the grievance process.

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.

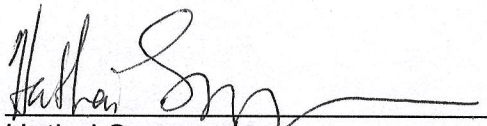
ARTICLE 23 – TERM OF AGREEMENT

- 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, 2023.

ARTICLE 24 – EXECUTIVE SIGNATURES

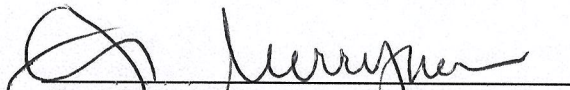
Executed this 30th day of June, 2021, at Albany, Oregon, by the undersigned officers by the authority of and on behalf of Linn-Benton Community College Board of Education and the Linn-Benton Community College Faculty Association.



Hathai Sanguspan
Part-Time Faculty Association
President

7/08/2021

Date



Jim Merryman
Board of Education Chair

6/30/21

Date

APPENDIX A
LINN-BENTON COMMUNITY COLLEGE
PART-TIME FACULTY SALARY SCHEDULE
(For credit and related instruction)

2020/2021

(3.5% increase from AY 19-20)

TABLE I

All credit classes

(per 1 workload credit equivalent)

TABLE III

(hourly)

Non-credit contact hour classes

Parent Ed Lab Hours

Planning and

Coordination

Professional Development and Meetings

STEP									
1	2	3	4	5	6	7	8	9	10
\$698	\$725	\$753	\$783	\$816	\$848	\$882	\$917	\$953	\$992
\$27.30	\$28.39	\$29.52	\$30.70	\$31.93	\$33.20	\$34.54	\$35.91	\$37.35	\$38.84

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

PAYING FOR SUBSTITUTE HOURS

WCE Classes: Use credit equivalency calculations.

Non-credit classes: Use hourly rate.

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
LINN-BENTON COMMUNITY COLLEGE
PART-TIME FACULTY SALARY SCHEDULE
(For credit and related instruction)

2021/2022

(4.5% increase from FY 20/21)

Schedule effective 7/1/2021 w additional step 11 added

TABLE I

All credit classes

(per 1 workload credit equivalent)

TABLE III

(hourly)

Non-credit contact hour classes

Parent Ed Lab

Hours

Planning and Coordination

Professional Development and Meetings

Curriculum Development

STEP										
1	2	3	4	5	6	7	8	9	10	11
\$729	\$758	\$787	\$818	\$853	\$886	\$922	\$958	\$996	\$1037	\$1078
\$28.53	\$29.67	\$30.85	\$32.08	\$33.37	\$34.69	\$36.09	\$37.53	\$39.03	\$40.59	\$42.21

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

PAYING FOR SUBSTITUTE HOURS

WCE Classes: Use credit equivalency calculations.

Non-credit classes: Use hourly rate.

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
LINN-BENTON COMMUNITY COLLEGE
PART-TIME FACULTY SALARY SCHEDULE
(For credit and related instruction)

2022/2023

(5.5% increase from FY 21/22)

Schedule effective 7/1/2022

TABLE I

All credit classes

(per 1 workload credit equivalent)

TABLE III

(hourly)

Non-credit contact hour classes

Parent Ed Lab

Hours

Planning and Coordination

Professional Development and Meetings

Curriculum Development

STEP										
1	2	3	4	5	6	7	8	9	10	11
\$769	\$800	\$830	\$863	\$900	\$935	\$973	\$1011	\$1051	\$1094	\$1137
\$30.10	\$31.30	\$32.55	\$33.84	\$35.21	\$36.60	\$38.07	\$39.59	\$41.18	\$42.82	\$44.53

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

PAYING FOR SUBSTITUTE HOURS

WCE Classes: Use credit equivalency calculations.

Non-credit classes: Use hourly rate.

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.