

LBCC CLASSIFIED ASSOCIATION AGREEMENT



Linn-Benton
Community College

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PREAMBLE

In mutual pursuit of the Board of Education's adopted Linn-Benton Community College Mission Statement, this Agreement is made and entered into between the LINN-BENTON COMMUNITY COLLEGE BOARD OF EDUCATION and the INDEPENDENT ASSOCIATION OF CLASSIFIED EMPLOYEES.

The intent of this Agreement is to set forth and record the sole and full agreement between the parties on those matters pertaining to mandatory subjects of collective bargaining, including wages, hours and conditions of employment for Association members.

Where this Agreement is silent on terms, conditions, and expectations of employment, Association members should engage with management and reference the LBCC [Board Policies and Administrative Rules](#) (BPs and ARs) for guidance.

ARTICLE 1 – DEFINITIONS

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

- A. Acting in Capacity
An employee assigned the duties and responsibilities of a higher-rated position.
- B. Administration
Those administrators acting on behalf of the Board.
- C. Administrative Rules
Collaboratively developed and published leadership statements which provide guidance and direction pertaining to key areas of responsibility for all College Staff.
- D. Association
The Independent Association of LBCC Classified Employees (IACE).
- E. Bargaining Unit
All LBCC classified employees, members and non-members of the Association, covered by this Agreement.
- F. Board
The elected or appointed Board members of Linn-Benton Community College.
- G. Classified Employee or Employee
A member of the bargaining unit as defined in Article 2, subsection A.
- H. College
The institution of Linn-Benton Community College which is composed of all employees and related infrastructure.
- I. College Business Day
A day the College is scheduled to be open to conduct regular business.
- J. Contract Day
A regular working day or a paid holiday within the contract period.
- K. Days
Regular working days.

L. Employee Annual FTE

An employee's FTE will be the number of hours in that employee's contract each year divided by the number of hours in a full-time employee's contract.

M. Frozen Position

A vacant bargaining unit position that is not refilled for ninety (90) calendar days or less.

N. Full-Time Employee

A regular, trial service, or special classified employee full-time equivalent is an employee scheduled to work 1976 hours in a fiscal year, unless the number of workdays has been reduced in accordance with Article 7 of this Agreement. A full-time equivalent for campus public safety officers is an employee who is scheduled to work 2064 hours in a fiscal year.

O. Job Share

Two (2) or more part-time employees share the duties of what has previously been, or would ordinarily be, a single full-time position.

P. Joint Advisory Team

A committee composed of representatives of the College and the Association that meets as needed to resolve issues of mutual concern.

Q. On-Call

When an employee is required to be available on call outside their normal working schedule.

R. Organizational Unit

A unit headed by the President, Vice President, Dean, or a Director.

S. Reduction in Workforce

When there is any loss of position from the bargaining unit. In this event, Article 7.E. applies; if a bargaining unit member is affected, then Article 19 also applies.

T. Regular Classified Employees

All employees who are members of the bargaining unit, who have completed trial service, and who are not special classified or substitute classified employees.

U. Special Classified Employees

Those employees in positions that receive at least 51% of their funding from grants or contracts.

V. Substitute Classified Employees

Those employees hired to fill bargaining unit positions for a specific period of time when a bargaining unit employee is on a leave of absence.

W. Supervisor

Non-represented employees of the College (i.e., not faculty or classified) who are assigned authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees.

X. Trial Service Employees

New employees of the College who have yet to complete the required trial service period.

ARTICLE 2 – STATUS OF AGREEMENT

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- A. The Board recognizes the Association as the exclusive bargaining representative for employment relations for all regular, trial service, and special classified personnel employed by the College who work: at least four (4) hours per day for one hundred seventy-six (176) contract days in a fiscal year. Alternatively, an employee who works in a particular job position at least nine hundred thirty-three (933) hours in a fiscal year, regardless of the number of hours worked per week, and who is scheduled to continue to work at least the same number of hours in the same position for the next fiscal year, shall become a member of the bargaining unit. No later than September 1 of each year, the Administration shall prepare a report that documents the number of hours worked in the previous fiscal year by non-contracted classified employees and employees of temporary employment agencies who are performing work for the College. This report shall be provided to the President of the Classified Association, and a meeting shall be immediately scheduled between Association representatives and the Executive Director of Human Resources. The Administration shall have two weeks from the date of this meeting to either contract with any employee who has met the requirements of this article, or to reschedule the work of such an employee so that the hours worked for the fiscal year do not exceed nine hundred thirty-three (933) hours in fiscal year.
- B. If paid contract days are reduced as per a declared financial emergency (see Article 7), the minimum number of contract days required to be covered by this Agreement under this section will be reduced proportionately.
- C. A substitute employee hired to fill a bargaining unit position whose incumbent is on an approved leave of absence for ninety (90) calendar days or more will be included as a member of the bargaining unit and will be eligible for benefits and/or provisions as other bargaining unit employees, during the term of the employment. Nothing in this agreement shall be construed to extend the term of the employment, without the express written consent of the Administration, or to protect the employee's position in the event of a reduction in force.
- D. All designated supervisors, all administration and management/exempt staff members, including those positions designated as confidential, work-study employees and those employees not meeting the provision of A and B above are specifically excluded from the bargaining unit.

- E. E. The Board shall produce two signed copies of the final agreement for the records. One copy shall be retained by the Board and one copy shall be retained by the Association.
- F. This agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of Linn-Benton Community College that are contrary to its terms.

ARTICLE 3 – HEADINGS

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

ARTICLE 4 – SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal 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 provisions.

ARTICLE 5 – NONDISCRIMINATION

- A. LBCC prohibits unlawful discrimination based on race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, gender, gender identity, marital status, disability, veteran status, age, or any other status protected under applicable federal, state, or local laws. These laws include, among other things, protection for employees who participate (or not) in Association membership and activities, are members of the uniformed services, or are victims of domestic violence, sexual violence, or stalking. Neither the Administration nor the Association shall engage in such unlawful conduct.
- B. Any employee asserting a violation of the principles of non-discrimination shall utilize the complaint process set forth in the applicable Administrative Rule or the contractual appeals procedure. If processed through the contractual appeals procedure, such appeal may not be appealed to the level of arbitration. The Article in no way restricts a member's rights pursuant to state and federal laws.
- C. The Administration reserves the right not to assign a family member to an administrative unit within which a relative has supervisory responsibilities if the Administration shall in its discretion determine such responsibilities would have a direct effect on the employment conditions of the other family member.

ARTICLE 6 – INTERRUPTION OF WORK

The Association and its members, as individuals or as a group, will not cause any restriction of work during the term of this agreement including but not limited to participating or joining in any strike, walkout, work stoppage, slowdown, picketing, or refusal to report for work. Such action is only permissible after the term of the Agreement has expired and all the procedures contained in ORS 243.712 have been completed.

In the event that in violation of the provisions of the preceding paragraph, the Association shall not be held responsible for such violation provided that the Association, immediately after knowledge of, or should reasonably have received knowledge of, such violation, shall: (1) publicly declare such action a violation of the Agreement, and (2) in good faith shall use its best efforts to terminate such violation. Any member participating in such violation shall be subject to discipline under Article 15. Nothing in this article prohibits other non-disruptive means of dispute resolution, either by law or through provisions of this agreement. There will be no lockout of employees covered by this Agreement by the Board as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 7 – MANAGEMENT RIGHTS

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- A. It is recognized the Board has and will continue to retain the rights and responsibilities to operate and manage Linn-Benton Community College's programs, facilities, properties, and activities of its employees, except as limited by this Agreement.
- B. Without limiting the generality of the foregoing (subsection A), it is expressly recognized the Board's operational and managerial responsibility includes by itself and/or through its Administration:
 - a. The right to determine the location of the educational and service programs and other facilities of the College.
 - b. The determination of the financial policies including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 - c. The determination of the managerial, supervisory and/or administrative organization of each department or division or facility in the system and the selection of employees for promotion to supervisory, managerial, or administrative positions.
 - d. The maintenance, control and use of the College's properties and facilities.
 - e. The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.
 - f. The right to enforce policies, rules, and regulations now in effect and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.
 - g. The direction and arrangement of all working forces in the system including the right to hire, promote, suspend, discharge, or discipline employees.
 - h. The creation, combination, reduction, modification, or elimination of any position.
 - i. In the event a financial emergency arises that substantially impairs the operating resources of the College and makes it necessary to reduce the number of contract days throughout the bargaining unit, such an emergency shall be declared by the College President. The President shall consult and confer with the Association before the number of contract days are reduced pursuant to such an emergency declaration. The Association shall be provided a reasonable time to propose alternatives to the President on any proposed course of action. In the event that the Administration chooses to make a College-wide reduction in

the number of contract days of classified employees, such reduction will be made in a proportional manner based on annual contracted employee FTE. Exceptions to the proportional reduction process can be made if this action will cause the College to be in violation of any existing grants or contracts; any other exceptions will require the agreement of the Association. If any reduction in contract days is made under Article 7.B.9 during the term of this agreement, and that reduction continues beyond the fiscal year in which the emergency is declared, the Administration will consult and confer with the Association about the need to continue the reduction.

- j. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employee performance.
 - k. The right to determine and schedule work, assign workloads, and to approve and authorize the processes, techniques, methods, and means by which work is accomplished.
 - l. The right to introduce new and improved methods of operation.
 - m. The right to require employees to work a reasonable amount of overtime.
- C. The provisions of this contract shall not be construed as obligating the Board in any way to continue any functions, procedures, or policies, except in those cases where alteration would be contrary to the provisions of this Agreement.
- D. Nothing in the Agreement shall limit in any way the Board's contracting or subcontracting of work or shall require the Board to continue in existence any of its present programs, in its present form and/or location, or on any other basis.
- E. The Administration will meet and discuss with the Association prior to actions, which the Administration believes would reduce existing jobs. In addition to those circumstances where the elimination of an existing job is obvious, this requirement to meet and discuss shall also apply to those circumstances where a position is reduced to a level that would remove it from the bargaining unit, and positions not refilled after ninety (90) calendar days.

ARTICLE 8 – ASSOCIATION RIGHTS

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- A. The College recognizes its public non-confidential records are available for inspection by representatives of the Association during regular business hours.
- B. Following College priorities and procedures, the Association shall be allowed use of office equipment, as needed, to provide information to the classified employees. Costs of services, such as duplication, printing, or computer time, provided by the College at the Association's request, will be reimbursed to the College by the Association.
- C. The Association shall be permitted use of Linn-Benton Community College's premises and facilities without charge for legal Association activities provided such use is scheduled through scheduling priorities and procedures.
- D. In complying with the provisions of this article, the College shall not assess the Association for indirect costs such as heat, lighting, power, or incidental uses of office equipment, but shall be reimbursed for direct costs for food preparation, special setups, equipment rentals, or consumable supplies. In no event shall the Association be required to pay a greater amount than that required by the College for other noncommercial organizations.
- E. Incidental use of College supplies by the Association is permitted. Provisions of supplies or other assistance for negotiation of a successor Agreement cannot be required of the College.
- F. Association members may attend Association meetings during normal working hours not more than one hour per month without loss of pay. Such regular Association meetings will be scheduled in advance at a time agreeable to the Administration.
- G. The Administration agrees to provide all employees in the bargaining unit a copy of the Agreement within thirty (30) calendar days following the effective date of the Agreement ratification. The Administration agrees to notify the Association of the name, position and department or campus address of an Employee new to the bargaining unit when that person is hired and will also notify the Association when any bargaining unit Employee is promoted, transferred, reassigned, reclassified or separates from service.
- H. The parties agree that if the Association or the Administration seeks clarification of existing bargaining agreement language, they may seek informal clarification either

through the Association or through the appropriate College administrator. Any agreements or clarifications reached through this informal process will be brought forth on the agenda of the next quarterly JAT meeting for documentation purposes. Where such a question requires a wider dialog for clarification, a more formal process is warranted. For such cases, the parties agree to schedule quarterly meetings of the Joint Advisory Team (JAT) for the purpose of seeking more formal clarification of existing contract language and/or its proper application to a given situation. The parties agree that representation at JAT meetings shall be relatively equal and that group composition is to be governed by the parties individually, based on the question at hand. These meetings may be canceled or rescheduled with the mutual agreement of the parties.

- I. The Administration agrees to provide the Association President, Vice-President, and the two Professional Relations Officers each with eight (8) hours per calendar month of release time to be available to conduct Association business. In addition, the Association President and/or their designee will be granted time off without loss of pay, to represent employees in investigations, disciplines, work plans, or other collaborative and/or cooperative efforts in service of facilitating understanding and correct administration of this agreement, to include attendance at meetings which are requested by the Administration or the Board.
- J. The Administration agrees to provide the Association representatives, appointed or elected (by approved procedures) to College-wide committees and committees established by this Agreement (e.g., the Professional Development Committee, the Insurance Committee, the Reclassification Committee, or other similar committees where the Administration and the Association may collaborate for the purpose of correctly administering this agreement), time off without loss of pay to attend the meetings of the committee.
- K. Whenever an Association Officer or Representative uses work time under this article they will inform their supervisors of their need for release time and will cooperate with their supervisors in scheduling such time to minimize the interference of their Association work with their job duties.
- L. At, or about the conclusion of any in-person Human Resources new employee orientation, the Association President, or designee, will be afforded the opportunity to meet with new contracted classified in order to orient them to the Association. In the event that new employee orientation moves to an electronic format, such orientation shall include a notification to employees orienting and linking them to the Association as an entity.

ARTICLE 9 – ASSOCIATION SECURITY

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- A. Any member of the bargaining unit may choose to have regular monthly membership dues deducted from their paychecks. All such Association members shall provide the Association with affirmative notice and consent. The Association shall provide the Administration with copies of new membership forms each month. All such Association members will have regular monthly dues deducted from their paychecks. All dues so collected shall be paid in aggregate each month to the treasurer of the Association. Along with the payment, the Administration will provide the Association a list of bargaining unit members for the prior month who have and have not had membership dues deducted.
- B. The Association and its members of the bargaining unit agree to cooperate with and assist the Board and the Administration, upon request, in the defense of any actions the Board takes in the performance of its obligations under this article. No appeals shall be allowed over the provisions of subsection A of this article.
- C. The Association agrees to hold the College harmless against any and all claims, suits, orders, or judgments brought against the College as a result of Association related deductions.

ARTICLE 10 – TRIAL SERVICE EMPLOYEES

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- A. New employees shall serve a trial service period of six (6) consecutive months. A supervisor may extend trial service for an additional one (1) calendar month. In special circumstances, the supervisor may extend the trial service period up to an additional two (2) calendar months. In these cases, the supervisor will develop a training plan to help the trial employee be successful in the position. An employee will be notified in writing, no later than ten (10) college business days prior to the completion of the six (6) calendar month period, of extension, termination, or entitlement of regular status. Failure to notify will result in regular status.
- B. The Association recognizes the right of the Administration to discipline, discharge and/or terminate any trial service employee at any time for any cause, subject to review by the highest point of authority in the employee's respective organizational unit if so requested by the employee. The employee may be represented by the Association in such review if they so request. Trial service employees do not have the right to appeal discipline, discharge, or termination decisions through the appeals procedures of this Agreement, nor do they have the rights to continued employment set forth in Article 19.

ARTICLE 11 – EMPLOYEE RIGHTS

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- A. If promoted employees and employees transferring to a new job classification fail to meet required work standards within six (6) calendar months, they may be transferred to another position at the discretion of the Administration. A supervisor may extend this six (6) calendar month period for not more than one calendar month. An employee so promoted or transferred who had completed their initial trial service period shall be considered a regular employee under the provisions of this Agreement. Any disciplinary action, including dismissal of such an employee, shall be processed through Article 15 of this Agreement.
- B. The Administration shall inform all covered employees at the time of initial employment that the Association is their exclusive bargaining representative.
- C. Job Share
When a full-time employee's position becomes a job share position, whether voluntarily or through reorganization, that same employee (providing the employee's performance appraisal remains satisfactory) will have the option of returning to his/her original full-time status in the event the job share position is reestablished as a single full-time position.

ARTICLE 12 – SAFETY/WELLNESS

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- A. The Administration will endeavor at all times to provide a safe work environment.
- B. The Administration and employees recognize joint responsibility to promote safe work habits and acceptable safety practices.
- C. The College will maintain a committee to promote a safe and healthy work environment. (See Administrative Rule 5095-02: Health and Safety, or the Public Safety website.)
- D. This committee will review compliance with state and federal safety rules and regulations and will meet at least once each term during the year.
- E. Wellness breaks may be granted to employees for the purposes of exercise, such as walking, jogging, working out at the gym, or yoga. In addition, activities with a demonstrable benefit to individual health or wellness may qualify for wellness breaks. Breaks may not exceed twenty (20) minutes in a day for a maximum of three (3) breaks per week.

With sufficient justification and accountability, supervisors may allow staff to combine wellness breaks with lunch or other breaks.

The Administration reserves the right not to grant wellness breaks to an employee, or suspend any approved breaks if the Administration shall at its discretion determine such breaks would have a direct effect on the allocation and assignment of work to employees, interrupt or compromise service delivery or otherwise interfere with operational needs.

ARTICLE 13 – EMPLOYEE GROWTH AND DEVELOPMENT REVIEW

- A. The primary purpose of the classified review process is for professional growth and development. It is the intent of the review process that the supervisor and employee engage in discussion on a biennial basis about growth and development opportunities and it should be seen as a communication tool between supervisor and employee.
- B. Only supervisors, as defined in article 1 of this agreement, shall be able to lead a review.
- C. The employee's supervisor shall conduct a review within the first six (6) months of starting a position. In addition, a three (3) month review for trial service employees is strongly recommended.
- D. Employees will be reviewed on a biennial basis. The employee will be reviewed at the start of their second year of employment and then biennially moving forward. During off years the employee and supervisor will meet to gauge progress on the previous year's review. If the employee's review is not completed on time, Human Resources will take action to notify the appropriate Vice President.
- E. No later than September, 1 of each year the college shall prepare a report that documents the specific reviews that have not been completed on schedule in compliance with this article. This report shall be provided to the President of the Association and a meeting shall be scheduled between the Association and the Executive Director of Human Resources. The College shall have (2) two weeks from the date of this meeting to communicate with the appropriate Vice President(s) about the supervisors' failure to complete the employee review(s) on time.
- F. At a minimum, each written review shall include an opportunity for the employee to meet with the supervisor and discuss growth and development opportunities. Each review shall also include an opportunity for the employee to collaborate with the supervisor to formalize a professional development plan with specific measurable goals for professional growth. In collaboration with the employee, the supervisor will include specific written suggestions for professional growth and development opportunities.

- G. Both the employee and the supervisor will sign the document attesting they are aware of its content. An employee's signature shall not be construed as agreement with the content of a review.
- H. The original written review including any written response or input an employee wishes to make shall be sent to Human Resources to be placed in the employee's personnel file. This shall be accomplished within a reasonable time.
- I. Before any change in the review form, the College will provide Association representatives with an opportunity to discuss such change.
- J. Upon the request of either the Association or the College, the parties agree to form a committee, composed of three classified employees appointed by the Association President, two managers, and a representative from Human Resources, to advise and consult with Human Resources on the implementation, management and evaluation of the classified review system. This committee commits to the goal of highlighting and growing the concept of personal professional development planning on any future releases of the performance review form.

ARTICLE 14 – CAREER DEVELOPMENT

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A. Professional Development

- a. The purpose of professional development is to benefit classified employees and the College by providing the opportunity for eligible employees to obtain additional education, training and/or experiences that will enhance their career potential at the College or professional growth.
- b. Professional development activities include, but are not limited to, workshops, seminars, conferences, travel, educational coursework, or any other form of development/educational activity, which would be of direct benefit to the employee's professional growth or department and/or position. Employees may request leave on an annual basis for training related to their current position. Professional development requests that involve the employee's use of work time require the approval of the employee's supervisor, but such requests shall not be unreasonably denied. Such approved leave will be funded at the employee's regular pay.
- c. The Professional Development Committee will consist of five (5) classified employees vested with the authority to set/change guidelines governing the award and use of professional development funds. The committee will also include an advisor as determined by the Administration.
- d. The amount of money allocated for classified professional development will be \$41,000 per year for fiscal years 2024-2028. Each year, 50% of any unused portion of the fund shall be carried over to the following fiscal year. This carryover 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 at the sole discretion of the College President.
- e. Each applicant shall file a formal application for professional development as per the guidelines established by the Professional Development Committee.
- f. Professional Development required by the employee's supervisor for their position is not to be applied against the Association Professional Development fund.

B. Workshops and In-Service

- a. Requests to attend workshops and/or conferences, seminars, and special classes shall be submitted and reviewed in accordance with established procedures. After review, decisions shall be rendered to the requesting employee. The Association shall be allowed eighty (80) hours of member work time for the fiscal year to attend workshops. Such absences shall be granted upon proper application and only when the College operations will

not be greatly handicapped by such absences. Such approved absences during regular working hours shall be at the employee's regular rate of pay.

- b. Employees requested by the Administration to attend workshops or seminars off College premises will be reimbursed travel expenses in accordance with College schedules. Travel time during the employee's normal work shift shall be considered as time worked. Time spent in workshops or seminars during the employee's normal work shift shall be considered as time worked. Exceptions may be authorized by the highest point of authority in the employee's respective organizational unit.

C. In-Service Training

- a. The College will conduct periodic in-service sessions for the purpose of improving employee job performance and to provide employees the opportunity to increase their understanding of policy, practices and procedures.
- b. Each employee shall be provided the opportunity for not less than:
 - i. Four (4) hours of attendance per year at elective workshops provided by the College, and
 - ii. Four (4) hours of attendance per year at job-related workshops provided by the College.
 - iii. These hours shall be available in addition to those which are required segments of the College's in-service program.
- c. The Association may make recommendations to the Administration regarding topics and methods of in-service training.

D. Promotion Opportunities

- a. The Administration will facilitate promotion by continuing the weekly practice of notifying classified employees of openings via electronic mail. A vacant position under this article is defined as a classified position that is open, or will be opened and available to be filled.
- b. In some circumstances, a position may be filled without being opened through transfer, reassignment, or promotion provided the College first notifies the Association of their decision. This may include the withdrawing of an open position. The Association will be given an opportunity to meet with the responsible manager and confer on the reason the recruitment process will not be used. The Association will document and forward any concerns to the College President for their consideration. The College President shall review the matter and consider the Association's objections. The College President will then either agree that the position

should be opened for normal recruitment or uphold the decision to transfer, reassign, or promote. The President's decision will be final.

- c. Employees who comply with the application requirements and who meet the minimum qualifications of a classified position will be granted an in-person interview. Exceptions to this practice may only be made in advance and with the mutual consent of the Association and the Administration. Human Resources will inform any applicant who did not meet the minimum qualifications of a classified position. In the event the employee has documented performance issues as indicated by an active work plan, or has been subject to progressive discipline within the previous three months, the supervisor, after consultation with Human Resources, may choose to decline to interview the employee for a position within the employee's current department.
- d. In those instances where a classified member has interviewed for any College position vacancy and has not been hired into the position, the appropriate supervisor, upon request of the employee, will hold a conference with the employee to discuss the reason.
- e. Through the assistance of the Advising Center and Human Resources, individual employees have access to available resources to assist them in tailoring career path options toward advancement opportunities within Linn-Benton Community College.

E. Job Shadow Opportunities

For the purpose of career development, an employee may choose to participate in a job shadow opportunity once in a six (6) month period. The desired job shadow opportunity may be a classified, faculty or management position. A job shadow will last a maximum of eight (8) hours. Human Resources will provide information upon request.

F. Developmental Opportunities

For the purpose of further enhancing employee skills, Human Resources will provide information to hiring supervisors about the benefits of offering positions as developmental opportunities. Employees transferring to a developmental opportunity in a higher classification shall receive compensation at the minimum of the range or a five (5) percent increase in their regular classification, whichever is greater. At the end of the developmental opportunity, the employee has a right to return to their previous position.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

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Employees have the right to Association representation in any meeting that is disciplinary in nature or could reasonably lead to disciplinary action. The Administration will educate managers and the Association will educate members of this right. Access to such representation shall not unreasonably delay such a meeting.

- A. Before a final determination of disciplinary action is made, the employee will be given an opportunity to hear and respond to the supervisor or designee of the Administration regarding the issue at hand. Any formal discipline delivered will include an explanation of the basis for the discipline.
- B. With a determination of just cause, the Administration may discipline employees for the reasons set out below:
 - a. Failing to abide by the lawful rules and regulations posted by the Administration;
 - b. Failing to obey, or failing to abide by the lawful direction given by the duly authorized College authorities;
 - c. Conviction of a felony (or acts, which if prosecuted, would constitute such), when the nature or cause of which act would substantially interfere with the performance of their duties at the College or when continued employment would cause the College substantial loss of confidence by/from the citizens of the College;
 - d. Serious or repeated misconduct which causes the Administration to lose confidence in the employee's fitness to continue as an employee. Such conduct may include, without being limited to, the following: violence or threats of violence; dishonesty or theft; failure to observe safety or quality guidelines; harassing or intimidating behaviors; or neglect of duty;
 - e. Failure to carry out their official duties at an appropriate level of quantity and/or quality
 - f. Conduct the nature of which may disrupt or substantially interfere with an ongoing administrative process of the College.
- C. Only District supervisors, as defined in article 1 of this agreement, shall have the authority to discipline employees. Supervisors shall consult with the Human Resources department prior to imposing formal written discipline.
- D. Formal disciplinary action will be progressive in nature. The normal progression will be; 1) written warning, 2) written reprimand, 3) disciplinary suspension (without pay), and 4) discharge. Serious incidents may warrant commencing

discipline at a level higher than a written warning. Flagrant misconduct, or serious misconduct that is repeated, will likely result in immediate disciplinary suspension or discharge.

- E. In some cases, an employee may need to be temporarily removed from the work environment while an investigation is conducted to determine whether or not serious misconduct has occurred. If the Administration determines that an employee should be suspended immediately while an investigation is conducted, the Administration shall provide the employee with a written statement of charges as soon as is reasonably possible, and provide the employee with a hearing with their supervisor or another manager as designated by the Administration. If an employee is suspended without pay while an investigation is conducted, the employee shall re-enter paid status if the investigation extends beyond five (5) College business days. If circumstances inherent to the investigation make this time frame infeasible, exceptions to this time frame may be agreed to in writing with consultation between the Association and the President or a designee. Back pay shall be paid to any employee who has been subject to an investigatory suspension without pay if the statement of charges is not supported by the findings of the hearing. Discharge decisions, except for extreme cases involving flagrant misconduct, will require that an employee first be suspended pending an investigation, provided written charges, and then provided a hearing prior to discharge.

All formal steps of disciplinary action listed above will be provided in writing and contain the following elements:

- a. A statement of the essential facts upon which the discipline is based. This statement will identify the specific work rules, performance or conduct standards that were violated. This statement may contain information regarding the employee's previous disciplinary record if the previous discipline is either relevant to the theme of the current issue, or if it demonstrates a pattern of poor performance and/or misconduct.
- b. A statement describing the specific impact of the employee's performance or conduct on departmental or College operations.
- c. A work improvement plan to address/remedy the condition(s) or performance problem(s). Such plans will ideally be developed collaboratively with the classified employee. Plans will clarify the specific requirements that are expected of the employee moving forward. Plans will specify either quantifiable or observable expectations and a time frame in which they are to be achieved. Plans of improvement shall be of sufficient length to allow the employee to demonstrate actual improvement, and specify a timeline for

successful completion. Typically, successful completion of such a plan of improvement will require restarting the steps of the progressive discipline sequence. In instances where a plan of improvement is unsuccessful, progression to subsequent disciplinary steps may be appropriate. As specified in the plan, employees and managers may be jointly responsible for monitoring and follow-up related to expectations set forth in plans of improvement. In instances of serious behavioral or conduct issues, the provisions of Article 17.F may govern timelines for completion.

- d. A statement outlining the potential consequences of a failure to comply with expectations.
 - e. A copy will be provided to the IACE Professional Relations Officer.
- F. The Association and the Administration agree that disciplinary action should be delivered in a timely manner. The parties further agree on the importance of conducting investigations in a timely manner. The Administration will make reasonable efforts to begin an investigatory process regarding potentially disciplinary matters within thirty (30) days of knowledge of the matter. The parties recognize that circumstances and complexities may delay the initiation of an investigation.
- G. Disciplinary suspension shall generally not exceed ten (10) regular working days. Exceptions to this time frame may be agreed to in writing with consultation between the Association and the President or a designee.
- H. In the event that a recommendation for discharge is made under this article, the division dean or administrative equivalent must concur with the recommendation for discharge. For all employees who have successfully completed their trial service period, discharge decisions may be appealed to the appropriate Vice President or the President. Appeals to the Vice President or President must be made, in writing, within ten (10) College business days of the date the employee received notice of the discharge decision. The Vice President or President shall consider the written appeal, the records documenting the grounds for discharge, and any other relevant material before making their final decision. The Vice President or President shall also provide the employee with an opportunity to discuss the matter prior to making their decision. The decision of the Vice President or President shall be communicated, in writing, to the employee, Human Resources, and the Association not later than twenty (20) College business days after receiving the notice of appeal. Unless expressly stated by the action of the Vice President or President, a pending appeal to the Vice President or President shall not delay the decision made by the division dean or

administrative equivalent. Back pay shall be paid to employees whose suspensions or discharges are overturned by the decision of the Vice President or President.

- I. Where possible, the Association shall be notified in advance in all cases where the imposed discipline is either suspension or discharge. In the event of an immediate investigatory suspension, the Association shall receive notice at the earliest opportunity. Human Resources shall advise the appropriate Vice President or President of all disciplinary cases that arise from their area of supervision.
- J. Disciplinary decisions that affect those members of the bargaining unit who have completed their trial service period shall be subject to the appeals procedure of this contract. As per Article 10.B. trial service employees shall not have access to the appeals procedure to contest disciplinary, discharge, or termination decisions.

ARTICLE 16 – APPEALS AND ARBITRATION

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A. Purpose

The Association or an employee may seek resolution for an alleged violation of a specific provision of this agreement using the provisions of this article.

B. A classified employee or the Association shall promptly attempt to resolve any disagreement regarding implementation of the Agreement by informally contacting the person alleged to be in violation (respondent) or the Executive Director of Human Resources within twenty (20) days of knowledge or notice of the decision/action in question. If informal resolution is not reached within ten (10) working days of this informal dialog, the issue will be processed per the following procedure.

a. First Level Formal Appeal

The employee and/or the Association shall submit a written statement of appeal to the respondent within ten (10) workdays from the conclusion of the dialog outlined in part B. above. The appeal statement shall contain: 1) a statement of the relevant facts; 2) the management action or inaction which allegedly violated the Agreement; 3) the provisions of the Agreement allegedly violated; and 4) a proposed remedy which would resolve the appeal. The affected employee(s) may accompany the Association representative in presenting the appeal statement. The respondent shall review the appeal, if necessary, arrange a meeting for further discussion, and provide a written response to the employee(s) and the Association within ten (10) working days from the submission of the written appeal, or from the conclusion of the above contextual discussion, whichever is later.

b. Second Level Formal Appeal

If the appeal remains unresolved, the employee and/or the Association shall submit the appeal statement, in writing, to the next level manager (i.e., the respondent's direct supervisor), within ten (10) work days from receipt of the respondent's written reply in Level 1 above. The next level manager shall provide a written response to the employee and the Association within ten (10) workdays of their receipt of the appeal statement, or from the conclusion of further contextual discussion, whichever is later.

c. Third Level Formal Appeal

If the appeal remains unresolved after Level 2, the employee and/or the Association may appeal, in writing, to the next level manager/administrator within ten (10) workdays from receipt of the response rendered at Level 2.

The next level respondent, Executive Director of Human Resources, and the affected employee(s) will meet within ten (10) workdays and try to reach resolution on the appeal. The next level respondent or the Executive Director of Human Resources shall provide a written response to the employee and the Association within ten (10) workdays of receipt of the third level appeal statement or from the conclusion of any contextual dialog, whichever is later.

d. Fourth Level Formal Appeal

An appeal not settled in Level 3 of the appeal procedure may be appealed to arbitration provided written notice of a request for arbitration is made to the President or their representative within fifteen (15) days of receipt of the response in Level 3.

When a timely request has been made for arbitration, the parties to this contract or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within ten (10) days of the request for arbitration, jointly request the Oregon State Conciliation Services Division in Salem, Oregon to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the appeal, and, after hearing such evidence as the parties' desire to submit to support or deny the appeal statement, shall render a written decision and opinion within thirty (30) calendar days following the close of the hearing. The arbitrator shall provide to the parties ten (10) days in advance of the hearing the rules that shall govern the arbitration hearing; the provided rules shall be those of common application in interest arbitrations involving Oregon public schools and community colleges. In all cases, the rules shall require that any known witnesses who will be used in arbitration must be made known to the other party at least seventy-two (72) hours prior to the hearing.

The arbitrator shall have no power to substitute their judgment for that of the Board in any matter not specifically contracted away by the Board in this Agreement. A decision and opinion of the arbitrator shall, within the scope of their authority, be binding upon all parties. The fees and expenses of the arbitrator will be equally split between the parties.

C. General Provisions

- a. Once a bargaining unit member files an appeal, the member shall have the right to Association representation at any level of the process.
- b. 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 this appeals procedure because of such participation.
- c. 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 process to proceed to the next step.
- d. Unless there is a mutual agreement to extend timelines, failure at any step of this procedure to appeal to the next step of this process within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- e. All documents, communications, and records dealing with the processing of an appeal will be filed separately from the personnel files of the participants.
- f. Meetings and hearings under this procedure shall be conducted in private and shall include only the appealing party(ies) or selected Association representatives, and the designated representative(s) of the Administration.

If multiple employees are potentially affected by a given appeal, the parties agree to invite/include only as many members in such meetings/hearings as are necessary to present the material facts of the appeal.

ARTICLE 17 – PERSONNEL FILES

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- A. Classified employee's personnel files shall be maintained under the control of the Executive Director of Human Resources. Such files will only be used in accordance with Oregon laws pertaining to public employee personnel records.
- B. Classified employees shall have the right, per Oregon law, to review, upon request, the contents of their personnel file, excluding confidential pre-employment data and materials referring to a violation of the criminal laws of this state or other states or the United States. A representative of the Association may, at the employee's request, accompany the employee in this review.
- C. The employee shall be informed of any information added to the personnel file and will be requested to acknowledge they have read such material by signing the file copy. Such acknowledgement will signify that the material has been read and does not necessarily indicate agreement with its contents.
- D. An employee shall have the right to file a response to any material submitted for inclusion in their personnel file and such response shall be initialed by the supervisor and become the file copy.
- E. Any personnel records of the employee which are used, or have been used, to determine the employee's qualification for employment, promotion; additional compensation, employment termination or other disciplinary action will be maintained in the employee's personnel file.
- F. All formal disciplinary records shall be placed in an employee's Personnel file. Provided there has been no documented recurrence of the problem or similar problems, disciplinary records will be considered removed from the personnel file after a period of three (3) years from the date of issuance. Disciplinary records specifically related to workplace violence, harassment, discrimination, theft or fraud will be considered removed after a period of five (5) years from the date of issuance. Upon mutual agreement of the employee or the Association and the Executive Director of Human Resources, or in the case that an individual record is formally overturned or formally deemed to be factually incorrect, early removal and destruction of disciplinary documentation may occur.

ARTICLE 18 – RESIGNATION

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- A. Classified employees who wish to terminate employment after expiration of their trial service period shall submit a written resignation or personnel transaction form to their supervisor not less than ten (10) College business days or fourteen (14) calendar days, whichever is less, prior to the date of termination.
- B. The final paycheck will include accrued paid leave and/or overtime pay due as approved by the College as referenced in Article 23-I.

ARTICLE 19 – REDUCTION IN WORKFORCE

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The College and the Association acknowledge the importance of transparent communication during any potential reduction in force and commit to collaborative efforts to mitigate its effects on individual employees and the College as a whole. The College and the Association acknowledge the importance of transparent communication during any potential reduction in force and commit to collaborative efforts to mitigate its effects on individual employees and the College as a whole. If the College deems a reduction in the workforce within the bargaining unit necessary, the Association and the College will meet to discuss a process that will allow the Association to provide meaningful input on potential reduction decisions before those decisions are made. At a minimum, the President or their designated representative will engage in dialogue with Association representatives seeking to explore alternative solutions to the proposed reduction. The College is committed to meeting with the Association representatives to explain the decision-making process on potential reductions. The College will provide ten (10) college business days to comment on the proposed reduction decisions before they become final.

If the reduction in workforce proceeds after discussion with representatives of the Association, it shall proceed in the following manner:

- A. After a preliminary list of positions scheduled for elimination has been prepared, the College and representatives of the Association will meet to discuss ways to minimize the disruption of the reduction and “bumping” process.
- B. A regular classified employee whose position is scheduled for elimination shall have the right to displace (“bump”) the least senior (seniority shall mean the total length of continuous contracted employment at LBCC) regular or trial service classified employee within their grade, provided that the position’s FTE load is within 10% of the employee’s current FTE, and the “bumping” employee is qualified for the position. In the event the “bumping” employee is not qualified for the position occupied by the least senior employee or there is more than a 10% difference in FTE the “bumping” employee may then displace the next-least senior employee and continue in order until he/she arrives at a position, if at all, that they are qualified to perform and is within 10% of a 1.0 FTE. Employees cannot be bumped by someone with less seniority. If a position is not found that meets these requirements in their current grade, then the “bumping” rights will continue, beginning with the next grade lower than the employee’s current grade, until a match is found. Employees who “bump” in the above conditions will be subject to the salary conditions set out in “I” below.
- C. An employee facing a position reduction will have any bumping options identified three (3) months prior to the reduction date unless the written notice of reduction occurs after this date. If an employee receives a late notice of reduction, then bumping options will be identified as soon as possible. The bump will take place as of the reduction date. If the employee facing a reduction

is able to fill a vacancy through preferred hiring before the reduction date, the bump will be nullified.

- D. Employees with ten (10) or more years of seniority may not be bumped. Employees who have been at step 2 (written reprimand), or step 3 (disciplinary suspension) of the progressive discipline process as articulated in Article 15B of this agreement, for not more than twelve (12) months will not be eligible for the “bumping” rights provided by this article.

When a position initially funded with strategic budgetary funds is converted by the College to regular continuing status, such action shall not be construed as a vacancy for the purposes of bumping or preferred hiring if the incumbent continues in the position.

A regular classified employee may not “bump” a special classified employee. A regular classified employee whose position is funded, in part, by a contract or grant may not be bumped if, to do so, would cause the College to be in violation of the terms or conditions of any grant or contract that provides funding for the position.

- E. The provisions of this article shall apply to the regular position of any classified employee on temporary leave, or temporarily assigned to another position, whose regular position is eliminated in a reduction in force, or who is bumped as a result of a reduction in force.
- F. The College shall initially determine whether an employee meets the minimum qualifications required to perform the duties of a position sought through the “bumping” provisions of this article. The College, after conferring with the Association, will establish reasonable timetables for matching employees with “bumped” positions, and for notifying employees that they will be “bumped,” and shall keep the Association informed of these timetables so that it may work with its members through the bumping process. An employee whose position is reduced under this article shall be given no less than 30 college business days before the position reduction is effective. An employee who is scheduled to be bumped under this article shall be given no less than 30 college business days before the bump is effective.
- G. Employees who have been notified they will be laid off or bumped under this article shall be granted a maximum of five (5) total hours of work time during their regular work schedule to update their application materials. The employee will be given five (5) college business days to update materials and let the College know of their decision to bump.
- H. As soon as the College has given notice of a reduction or bump and prior to the actual date of reduction or bump, any regular employee whose position is so affected will be immediately placed on preferred hiring. Employees scheduled

for either reduction or bump will have the right to any vacancies that occur within the bargaining unit for which they are qualified. If there is more than one employee scheduled for reduction or bump, who meets the minimum qualifications of a vacancy, the supervisor will offer to interview the two (2) or three (3) most senior employees and hire from this group without regard to seniority. If the selected employee(s) declines an offer of employment, the vacancy will be opened to the rest of the College or to the public. The successful employee will be reassigned as a result of this interview process, and if it is the bumping employee who is chosen through the interview process the “bump” shall be rescinded and the “bumped” employee shall be retained in their current assignment. An employee who declines reassignment under this paragraph shall retain other rights secured by this article.

- I. If an employee whose position is scheduled for elimination is reassigned to a vacancy, or bumps into a position, at the same salary grade, or within one (1) grade below, the employee will be placed on the step in the new salary grade that is closest to their current salary without being below that amount. In the event, that the existing salary exceeds the salary grade ceiling for the new position, the employee's salary will be frozen. If the employee accepts a position lower than one (1) grade below the original grade, the employee will be placed on the same step in the new salary grade that they were on in the current position (e.g., an employee at step five (5) of grade seventeen (17) would be placed at step five (5) of grade fifteen (15) if the employee chooses to accept a position at that grade).
- J. A special classified employee shall not have the right to displace, or bump, any other employee under the terms of this article. When the College decides that a reduction in force affecting a special classified position is necessary, the Association will be given notice of the reduction and an opportunity to provide input. When possible, a special classified employee will be given at least 30 days of notice of the reduction of the position. A special classified employee who has completed trial service, and whose position is eliminated, shall be granted immediate preferred hiring status upon notice of reduction under this article. A special classified employee, whose position is eliminated, shall have the same right to interview for vacancies, under Paragraph G of this article, as that granted to other employees whose positions are reduced.
- K. A person entering a position through an exercise of “bumping” rights or preferred hiring shall have a maximum of six (6) calendar months to learn and perform the job. A performance appraisal using the regular Classified Appraisal Form shall be completed and discussed with the employee at the end of three (3) months. Up to the time of the six (6) month review, the employee may choose to end the placement and, if eligible, return to preferred hiring. Or the employee and the supervisor may jointly determine that the employment be terminated and, if eligible, the employee may return to preferred hiring. The Association will be notified prior to any meeting to discuss an unsatisfactory appraisal and, subject

to the employee's approval, the appraisal meeting may be attended by a representative of the Association and of the College. If the employee's three-month appraisal is delayed, then the employee's maximum of six (6) months to learn and perform the job shall be extended by the length of the delay. At the time of the six (6) month review, the supervisor may determine whether the employee continues in the assignment or if eligible returns to preferred hiring. An employee whose employment is terminated under this paragraph shall be placed on the preferred hiring list for the remainder of their original preferred hiring term, or as extended by the length of any delay in appraising the employee. If the employee is not eligible to return to preferred hiring, their employment will be terminated. The original employee who was bumped from the position shall be offered the position. Nothing in this article is intended to limit the provisions of Article 15, Discipline and Discharge.

- L. Upon the date of reduction from the College, the persons who have been laid off or bumped will be paid for any unused paid leave accruals, including those above the normal 200-hour limit, unless they exercise their option of Article 23.H. to retain their paid leave during the period that they are on the preferred hiring list.
- M. For a person whose position has been reduced, doesn't have a bumping option, chooses not to bump or transfer into another position, or a person who has been displaced by an employee whose position has been eliminated, the College will pay the cost of the employee-only medical insurance premiums to continue their coverage up to nine (9) calendar months, under the provisions of COBRA beginning on the first calendar month following the date of reduction or displacement.
- N. A person who has been laid off or bumped under this article shall be granted preferred hiring status beginning with notification and continuing for twelve (12) consecutive months from the date their position is reduced. The College shall provide the Association with ongoing information regarding those in preferred hiring status. Preferred hiring status shall mean the following:
 - a. During the term a person is on preferred hiring status, if a position becomes vacant, and the person meets the minimum qualifications, they shall be offered the position. If there is more than one person on preferred hiring, who meets the minimum requirements of the vacant position, the supervisor will interview the two (2) or three (3) most senior individuals and hire from this group without regard to seniority.
 - b. While on preferred hiring status and after they have been laid off, a person may only decline two (2) offers of regular positions with salaries that are within 10% of their FTE or within one (1) grade of the position the person was originally reduced from. A person declining a third offer of a regular position, as defined in this paragraph will be removed from the preferred hiring list. Positions offered through preferred hiring while a

person is still employed will not count against the person for the purposes of this paragraph.

- c. If a person on preferred hire has previously declined a position through bumping or preferred hire selection, they will not be offered that same position if it were to come open again unless they notify HR that they no longer wish to decline the position if it becomes available.
 - d. Preferred hiring status will end prior to completion of the preferred hiring term if a person is unsuccessful in two job placements through bumping or preferred hiring.
 - e. A person on the preferred hiring list who has not been re-employed by the College after the preferred hiring term shall be deemed to have been given timely notice and their employment will have been terminated for all purposes as of the end of that term.
 - f. Based on the affected person's expressed contact preference(s), Human Resources will initiate contact with the affected person to make the offer of reemployment. The offer and position description will be delivered to the affected person, with a copy to the Association President. The College is entitled to the conclusive presumption that notice provided to the affected person has been received. Offers of re-employment must be accepted by the affected person within eight (8) calendar days of the date the offer is made unless that deadline is extended by the College. If the eighth calendar day falls on a day that the college is closed, the deadline will be extended to the end of the next college business day. If the affected person does not respond, or if the person declines an interview for a regular position as described in L.2. of this article, they will be deemed to have used one of their two preferred hiring refusals.
 - g. Persons on preferred hiring shall have rights to tuition waiver as indicated in Article 21-C.
 - h. Upon the re-employment of the person on preferred hiring status, they shall be entitled to all employment rights and College-conferred benefits enjoyed prior to reduction. In the event of re-employment from preferred hiring status, paragraph H of this article shall apply to salary placement.
- O. In the event that a position eliminated from the bargaining unit under the terms of this article is added back to the unit within twelve (12) months, the person who held the position at the time it was eliminated shall be offered the re-added job, provided that person is still employed by the College or on the preferred hiring list. For purposes of this paragraph, a position shall be considered the same position when it includes substantially the same essential duties and is added to essentially the same division or department as the eliminated position.
- P. The College shall facilitate career counseling and consultation for the benefit of individuals who are scheduled to lose their jobs and for those on the preferred hiring list. Individuals on the preferred hiring list shall have the right to professional development funds under the same terms as classified employees who remain with the College.

ARTICLE 20 – HOURS OF WORK/OVERTIME

- A. The standard full-time work schedule is eight (8) hours per day, forty (40) hours per week. For employees whose routine schedule is the standard full-time work schedule, overtime shall be considered those hours in excess of eight (8) hours per day or forty (40) hours per week. When an employee whose routine work schedule is the standard full-time work schedule works for more than eight (8) hours in one day at the request of the Administration, the employee may choose whether to be paid overtime or generate comp time. Classified staff may request to work a non-standard schedule in a given week. If approved by their supervisor, the employee will generate trade time at the straight-time rate on days in which hours exceed eight (8) hours per day. Written consent must document the specific days and times involved in each agreement; this consent may be in the form of a shared employee calendar if mutually agreed upon by the supervisor and the employee.

Employees whose routine work schedule is not the standard full-time work schedule, but rather consists of days of uneven length, shall have this designated in their position description. While the routine work assignment can be non-standard due to the needs of a particular position, the Administration may not develop employee work schedules that are arbitrary in their variation. For employees whose routine schedules are designated as non-standard, overtime shall be considered hours in excess of ten (10) hours per day or forty (40) hours per week.

Employees with a less-than-1.0 FTE workload can also be designated as having a non-standard work routine in their position description when their days consist of uneven lengths. Overtime for such employees shall be considered hours in excess of ten (10) hours per day or forty (40) hours per week. For employees, with less-than-1.0 FTE workloads whose routine work schedules consist of days of even length, any additional hours worked up to forty (40) hours per week or eight (8) hours per day would generate trade time or be paid at straight-time rates as outlined above for employees with a standard routine work schedule.

Regardless of whether an employee has a standard or non-standard routine schedule, the employee and the supervisor will mutually agree on a system to track and approve their schedule and any trade time generated at the straight-time rate. Trade time must be used within a given workweek.

The work week begins at 12:00am on Sunday. If an employee is required to work on a College-designated (planned) closure day, the employee may, in consultation with their supervisor:

A non-contract day is unpaid and falls on traditional business days throughout the year. Non-contract days are designated by the College. The College endeavors to regularly designate non-contract days on Fridays during the Summer term and in the week between Christmas Day and New Year's Day. In some years, days may need to float between those two time periods because of natural calendar cycles and their impact.

Employees will need to schedule additional non-contract days so their number of paid hours in a fiscal year does not exceed the number of hours of their appointment (1,976 hours for full-time 1.0 FTE employees pursuant to Article 1.N). For most years, this means most full-time 1.0 FTE employees will have 13 total non-contract days (including the College-designated non-contract days) each fiscal year. Employees need to schedule any non-contract days not designated by the College in consultation with their supervisor. If an employee is required to work on a College designated (planned) non-contract closure day, the employee may do so, in consultation with their supervisor and:

- a. Be paid for extra hours at the straight time rate (unless the work is over forty (40) hours for the week or over eight (8) hours on the closure day),
- b. Trade time at the straight-time rate for the hours that they work on the closure day on another day of that work week, or
- c. Take an alternate day off if the employee has worked a full day on that closure day.

If an employee working a standard, routine schedule is required to work on a day outside their normal schedule (e.g., a weekend) during the same work week that a College-designated closure day occurs, the work will be paid at the straight-time rate (excepting the provisions of Article 20.A.).

- B. If directed by the employee's supervisor to work outside their routine work schedule but not called back to their work location, that time will be tracked and compensated, including, but not limited to, time spent via text, email, phone, or online meetings. Time shall be rounded up to the nearest fifteen (15) minute increment and will be treated as straight time or overtime according to Article 20.A. Employees are directed not to work beyond their routine work schedule unless otherwise directed by their supervisor.
- C. Benefits of sick leave and paid leave shall be paid at one (1) time the employee's regular rate of pay.
- D. For purposes of computing overtime compensation, "time worked" shall include actual time worked, sick and paid leave, but does not include bereavement leave or leave taken because of jury duty. In any week that a classified employee is working in a part-time faculty capacity, paid leave will not be included in time worked for the purposes of computing overtime. Any classified employee who seeks employment at the College outside their regular position must inform their regular supervisor prior to applying for any additional assignment in order for the College to coordinate the work within any week.
- E. All employees are entitled to one (1) fifteen (15) minute break with each four (4) hour working period.
- F. When a bargaining unit employee is required to report back to a LBCC campus or property, they shall receive a minimum of two (2) hours call-back pay. This provision does not apply to overtime work which is a continuation of the work day. An employee is not required to be on call during non-working hours, to be summoned

back to the College. The Administration and the Association agree to reopen negotiations on the issue of on-call status if, in the opinion of the Administration, such practice becomes necessary during the course of this agreement.

- G. In the event of an unplanned closure due to inclement weather or other emergency circumstances, employees who are required to work remotely during a temporary closure will receive one and a half (1.5) times their regular rate of pay, employees who are required to report to a LBCC campus or property will be paid two (2) times their regular rate of pay. For the purpose of this agreement, an emergency shall be interpreted as an unforeseen situation in which College property or the safety of students or staff are potentially at risk, or where the direct delivery of services to students or staff would be impacted.

Employees not required to report for work shall be compensated at their straight-time rate for the number of hours they are regularly scheduled to work during the closure period(s). In the event of an extended unplanned closure due to emergency circumstances (more than five (5) College business days), if the College determines that a return to normal services is required across all departments, employees shall engage with their direct supervisor for the possibility of remote work and be paid at straight-time rates.

- H. Nothing in this Agreement shall restrict or prevent the Administration from providing an employee with time off at time and one-half ($\frac{1}{2}$) hours for each hour of overtime worked. However, prior to overtime work, the employee and the supervisor must agree if compensation is to be other than in the form of additional salary (e.g., compensatory time).
- I. Any continuous eight (8) hour shift that includes four (4) or more hours between 4:00 pm and 6:00 am shall include a one-half ($\frac{1}{2}$) hour lunch break with pay. During such breaks, employees may be required to remain on the College premises. Other employees working six (6) hours or more per day shall be provided with a lunch break of not less than one-half ($\frac{1}{2}$) hour without pay.
- J. The Administration will establish a routine work schedule for each employee. The Administration may make permanent changes to this routine work schedule provided it gives the Employee at least one calendar month notice of the change. Temporary changes to a regular work schedule may be made, provided reasonable notice is given. An employee who objects to a permanent change has the right to schedule a meeting with his or her manager to discuss the need for the change and any hardship the change might present. An employee may request a permanent change to his or her routine work schedule. Management retains the right to approve or deny such requests. An employee has a right to schedule a meeting with his or her manager to discuss any denial of such a request.
- K. In employee assigned the duties and responsibilities of a higher rated position where those duties are classified at a higher level for at least twenty (20) percent of the time, for at least fifteen (15) days within a given nine (9) week period, shall receive compensation at the minimum of the range or a five (5) percent increase in their regular classification, whichever is greater, for all days in which the higher-level

duties are assigned. Whenever possible, the employee and the supervisor shall agree in advance on the assignment of higher duties and responsibilities. It is the supervisor's responsibility to notify Human Resources to prepare the appropriate payroll authorizations for the increased pay. This article shall not apply to an employee working in a job-related training program. An employee who is designated to act in capacity outside the bargaining unit shall remain a member of the bargaining unit.

- L. The Administration will create a five (5) person workload committee consisting of two (2) classified representatives (appointed by the Association President), two (2) management representatives (appointed by the College President) and one (1) representative (appointed by the other four (4) representatives) to receive, investigate, and recommend solutions for concerns or complaints regarding increased workload issues. The workload committee will schedule quarterly meetings for the purpose of determining how best to address the workload issues brought forward. The workload committee will encourage managers to prioritize the work of departments so as to size the work to the amount of time employees have to do the work. In addition, the Administration agrees that managers will be required to take an affirmative approach to prioritize work so that employees will know the relative importance of their duties.
- M. Remote/Hybrid work is governed by the Administrative Rule. Remote/Hybrid work schedules may be approved by the supervisor and are dependent on the position, the needs of the college, and the success of the employee in a remote/hybrid capacity. Employees should work directly with their supervisor to review the option of a hybrid/remote work schedule by using the Hybrid/Remote Work Agreement. No request to work remotely shall be arbitrarily denied or rescinded. If a request is denied, a written justification for the denial will be provided. Disputes under this section are not subject to arbitration but may be appealed.

ARTICLE 21 – TUITION WAIVER

- A. Tuition waivers to include tuition and general College fees for Association members and their dependents for an unlimited number of credits per quarter. For the purposes of this article, dependent means a person that can be claimed by the employee as a dependent for Internal Revenue Service's purposes; or someone who is eligible for coverage as a dependent under the College's medical insurance program. Upon the approval of the supervisor, an employee's work schedule may be altered to allow an employee to attend classes during working hours.
- B. When a supervisor requires an employee to take a class or classes, the employee will be provided direct access provided the employee registers in a timely manner. This requirement will not detract from the employee's other tuition waiver rights.
- C. Displaced or laid-off personnel shall have the same benefit for credit tuition waiver as bargaining unit employees, for the displaced or laid-off employee only, if used within the time-frame indicated in Article 19-L while they are on the preferred hiring list.
- D. Association members have unlimited access to community education courses at no course fee for employees and their dependents (not including supply, materials, or other supplemental fees). For "cost-recovery" programs, this waiver shall cover the cost of up to the equivalent number of credits times the standard tuition rate (i.e., if a cost recovery program is 17 credits, the waiver will cover the program fee cost up to the dollar amount equal to 17 credits at the standard tuition rate). The remainder shall be the individual's responsibility.

ARTICLE 22 – HOLIDAYS

A. All full-time employees shall be entitled to the following holidays:

Veterans Day	1 day
Thanksgiving	2 days
Christmas	2 days
New Year's Day	1 day
Martin Luther King's Birthday	1 day
Presidents' Day	1 day
Memorial Day	1 day
Juneteenth	1 day
Independence Day	1 day
Labor Day	1 day

Employees, whose contract period includes a holiday, will be paid eight (8) hours for the holiday.

- B. The above College-designated holidays will be prorated for employees who work less than twelve (12) months per year and/or less than forty (40) hours per week as determined by their assigned annual workload.
- C. An employee covered by this agreement assigned to work on a College-designated holiday will receive their regular rate of pay plus an additional payment of one and one-half (1 ½) times their regular rate of pay for the period worked during a College-designated holiday.
- D. If an employee is required to work on a College-observed holiday, they will receive their regular rate of pay plus an additional payment of one and one-half (1 ½) times their regular rate of pay for all hours worked.

Whenever a non-floating holiday is observed by the College on a different day, employees who work either, but not both days, will likewise receive their regular rate of pay plus an additional payment of one and one-half (1 ½) times their regular rate of pay for all hours worked.

When an employee works both the actual holiday and the College-observed holiday, either due to scheduling or due to an emergency call-in scenario, the employee shall receive their regular pay, plus time and one-half pay for both of those days.

ARTICLE 23 – PAID LEAVE

- A. Eligible employees shall accrue paid leave monthly. Requests for personal paid leave must be approved by the employee's supervisor. Typically, such requests should be approved, unless the request would represent a disruption to services/operations or an undue burden upon colleagues.
- B. Paid leave shall be credited to regular, trial service, and special classified full-time twelve (12) month employees per month as follows:

Completed Calendar Years of Service	Monthly Accrual	Annual Accrual Rate
0 - 1 year	7.34 hours	11 days
2 - 4 years	10 hours	15 days
5 - 7 years	12.67 hours	19 days
8 - 9 years	13.34 hours	20 days
10 - 14 years	14.67 hours	22 days
15 years and above	16 hours	24 days

Paid leave shall be credited to regular full-time twelve (12) month campus public safety officers per month as follows:

Completed Calendar Years of Service	Monthly Accrual	Annual Accrual Rate
0 - 1 year	7.66	11.5 days
2 - 4 years	10.45	15.67 days
5 - 7 years	13.23	19.85 days
8 - 9 years	13.93	20.90 days
10 - 14 years	15.32	22. 98 days
15 years and above	16.71	25.07 days

- C. Employees who work less than twelve (12) months per year and/or less than forty (40) hours per week will be credited a prorated amount of paid leave based upon assigned annual workload.
- D. An employee can carry over a maximum of two hundred (200) paid leave hours from one (1) fiscal year to the next.
- E. Human Resources will provide projected June 30 paid leave balances to employees and supervisors and notify supervisors by February 1 that employees should schedule paid leave to avoid forfeiture.
- F. Employees and their supervisors will work together to schedule sufficient paid leave to lower the employee's expected accrual as of June 30 to less than two hundred (200) hours. An employee may self-schedule paid leave between February 1 and June 30 to lower their accrued balance to two hundred (200) hours on June 30 when:
 - a. The supervisor has denied paid leave requests made in accordance with paragraph A;
 - b. Suitable alternative dates have not been proposed;
 - c. The employee gives two weeks written notice to the supervisor and Human Resources of their paid leave schedule.
- G. Employees, whose assigned annual workload is based upon the academic calendar and excludes regular recess periods between terms, shall have the option of taking their paid leave during the winter or spring recess periods or continuing to accrue it to their annual carryover, not to exceed two hundred (200) hours from one (1) year to the next. If employees choose to use their paid leave during the recess periods, they must designate it on their timesheet, and notify their supervisor one (1) month in advance.
- H. Except as provided in subsection A, employees, surviving spouse, dependents, or estate shall be compensated for paid leave on record upon death or permanent disability. In cases of dismissal, the employee shall be compensated for paid leave, up to a maximum of two hundred (200) hours. Laid off personnel will have the option of receiving paid leave time on record while on the preferred hiring list. At the end of this period, if not rehired, laid off personnel will receive pay for their unused paid leave as per Article 19.K.
- I. Employees are eligible to be compensated for accrued paid leave on record up to a maximum of two hundred (200) hours.

ARTICLE 24 – OTHER LEAVES

A. Bereavement Leave

- a. In the event of the death of an employee's family member, the employee shall be granted bereavement leave of up to forty (40) hours of absence with pay per occurrence for time required for the purpose of grieving, attending the funeral, or making the necessary arrangements. Up to forty (40) hours of additional bereavement leave may also be taken under the provisions of the Oregon Family Leave Act (OFLA). In these cases, the employee must use paid leave or sick leave accruals (in that order) to remain in paid status.

For the purposes of this agreement, a family member shall be interpreted as:

- i. The spouse of a covered individual;
 - ii. A child of a covered individual or the child's spouse or domestic partner;
 - iii. A parent of a covered individual or the parent's spouse or domestic partner;
 - iv. A sibling or step-sibling of a covered individual or the siblings or step-sibling's spouse or domestic partner;
 - v. A grandparent of a covered individual or the grandparent's spouse or domestic partner;
 - vi. A grandchild of a covered individual or the grandchild's spouse or domestic partner;
 - vii. The domestic partner of a covered individual;
 - viii. An aunt, uncle, niece, nephew of a covered individual; or
 - ix. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.
- b. Bereavement leave shall not be cumulative from year to year. The employee shall provide the earliest possible notice of their absence to their immediate supervisor. Bereavement leave will generally be approved without verification. In cases where abuse of leave is suspected, the College reserves the right to require additional information.
 - c. In the event of the death of an employee's coworker, or member of the College community with whom the employee has a close relationship, the employee shall be granted such time as is required, up to one (1) regular working day, as leave with pay for the purpose of attending the funeral. Additional time, if needed, shall be deducted from accrued paid leave.

B. Jury Duty

An employee reporting to a required jury duty will receive full pay for time spent serving jury duty during normal working hours. An employee who works graveyard or swing shift will receive leave with pay for time spent serving jury duty, to be taken on the shift immediately before, or after, the day on which jury duty is served. Any compensation received by the employee from the Court for jury duty must be submitted in a timely manner to the Business Office. Jury duty mileage reimbursement from the Court is retained by the employee.

C. Court Subpoena

An employee subpoenaed on behalf of the College as a witness will remain in paid status but will have their pay reduced by the amount received as witness payment, excluding mileage. Any compensation received by the employee from the Court must be submitted in a timely manner to the Business Office. Mileage reimbursement from the Court is retained by the employee.

D. Personal Leave

When requested in advance, an employee may take up to sixteen (16) hours a year of personal leave with pay, which may be used specifically for reasons of personal business or an emergency not otherwise covered in this agreement. Personal leave will not be deducted from an employee's paid leave nor sick leave. As such:

- a. Personal leave may not be used solely to extend holidays, vacations, or weekends, and shall not be cumulative from year to year, nor is any unused personal leave compensable in any other manner.
- b. Personal leave for purposes of personal business is for transacting or attending to business affairs with business firms or agents that are not available for business except during the employee's regular work shift. Employees who work outside of the standard work schedule are entitled to use personal leave if attending to business as described above. Requests for personal leave for purposes of personal business will be made, in writing, to the supervisor or designee for approval at least one (1) week in advance of the time off request, if possible.
- c. Personal leave for purposes of an emergency is defined as a sudden, urgent, usually unforeseen, occurrence or occasion requiring immediate action, over which the employee has no control, and which demands their

presence during the workday. The employee shall provide a twenty-four (24) hour notice to their supervisor, if possible.

E. Flood, Storm, or Emergency

If an employee is unable to reach their place of employment due to flood, storm, or other emergency and the employee's regular or alternative work location is not closed, such absence will be charged against personal leave or paid leave if available. If accruals are unavailable, it would be considered unpaid leave.

F. A number of leave situations and their status as paid or unpaid are determined by state and federal law. IACE and the Administration agree to appoint a committee of equal representation to develop and maintain a chart to identify these leave situations, specify the nature of each leave, the process for requesting such leave, and its status as paid or unpaid. Areas to be considered by the committee include but are not limited to, leave to attend court proceedings, leave for military service, and leave for military family members when a family member is called up for duty or injured while on duty.

ARTICLE 25 –UNPAID LEAVE OF ABSENCE

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- A. A Classified member who is not on trial service shall, upon approval, be granted Unpaid Leave, as defined below, of up to one (1) year. Unpaid Leave requests may be for professional development, education, military deployment, disability or family leave situations or other hardship reasons not covered by protected leave. No request for Unpaid Leave shall be unreasonably denied provided there is a reasonable expectation the Classified member will return to employment with the College.
- B. Employees who are receiving benefits under Paid Leave Oregon (PLO) may opt to use unpaid leave for hours missed under PLO.
- C. Requests for leave must be submitted in writing to the immediate supervisor and shall state the reason leave is requested, the duration of the leave requested, and the anticipated date of return to work.
- D. Sick leave and paid leave shall be retained but not accrued during the leave period. Upon return from leave, accrual rates will continue at the same rate prior to the start of the leave. Unless otherwise provided in this agreement, an employee on an extended unpaid leave for over a month will not receive College financial support for their health insurance premiums.
- E. The Administration may fill the vacated position of an employee who is on leave of absence with a substitute employee who shall have no rights to the position under this Agreement beyond the date of the employee's return to work. In the event the Administration grants an unpaid leave of absence, it may, at its option, fill the vacated position with a regular employee.
- F. The Administration retains the right to offer and assign the returning employee to the position they vacated or to another position requiring similar knowledge, skills and abilities.
- G. An employee who wishes to return to work before the expiration of a leave of absence may do so at the Administration's option. Failure to return to work as agreed upon at the expiration of a leave shall be deemed a resignation.
- H. If an employee has exhausted their paid leave accrual, the supervisor District may grant unpaid leave of short duration for the purpose of extending paid leave periods.
- I. A number of leave situations and their status as paid or unpaid are determined by state and federal law. IACE and the Administration agree to appoint a committee of equal representation to develop and maintain a chart to identify these leave situations, specify the nature of each leave, the process for requesting such leave, and its status as paid or unpaid. Areas to be considered by the committee include, but are not limited to, leave to attend court proceedings, leave for military service, and leave for military family members when a family member is called up for duty or injured while on duty.

ARTICLE 26 – SICK LEAVE

- A. Full-time employees shall accrue sick leave at the rate of one (1) day per full month worked.
Less than full-time employees of the bargaining unit shall accrue prorated sick leave benefits based upon annual workload. The accrual shall begin from the date of hire.
- B. The employee shall be entitled to use such accrued days after they have completed one (1) full calendar month of service.
- C. Sick leave is provided to classified employees for absence from duty with pay to care for themselves or a family member with mental or physical illness, injury or health condition, need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition, or need for preventative care. Sick leave use shall include absence from duty for medical, dental, or optical examinations or treatment of the employee and/or family members needing transportation and/or assistance in meeting their appointments. In addition, allocation of sick leave for employee assistance appointments will be allowed. Sick leave may also be used for work missed as a result of direction by a medical professional for a worker to quarantine for public health reasons. Where possible, in cases of quarantine, remote work may be substituted for sick leave.
- D. Sick leave may be expended when appropriate for the employee and for their family members as:
 - a. The spouse of a covered individual;
 - b. A child of a covered individual or the child's spouse or domestic partner;
 - c. A parent of a covered individual or the parent's spouse or domestic partner;
 - d. A sibling or step-sibling of a covered individual or the siblings or step-sibling's spouse or domestic partner;
 - e. A grandparent of a covered individual or the grandparent's spouse or domestic partner;
 - f. A grandchild of a covered individual or the grandchild's spouse or domestic partner;
 - g. The domestic partner of a covered individual;
 - h. An aunt, uncle, niece, nephew of a covered individual; or
 - i. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

- E. The employee may be required to provide verification of illness and/or injury according to the following circumstances:
- a. Employee takes more than three (3) consecutively scheduled workdays of sick time
 - b. Need for sick times is foreseeable and lasts more than three (3) consecutive workdays
 - c. Your employer has cause to suspect that you are abusing sick time, including engaging in a pattern of absenteeism

This verification may include, at the option of the College, a statement from a medical professional.

- F. Sick leave shall not be considered available as terminal leave, in either time or dollars. Allocation of sick leave for less than a day for medical or dental appointments will be allowed.
- G. Classified employees with paid leave balances in excess of eighty (80) hours, may contribute up to thirty (30) hours of paid leave time to a pooled reserve (the donor must, after donation, retain a balance of at least eighty (80) hours of paid leave). The thirty (30) hours donation limit will not apply to employees who are going to lose paid leave hours at the end of the fiscal year
- a. The pooled reserve shall be available for classified employees who:
 - i. Have been absent from work under OFLA or FMLA for at least 80 hours of work, in a given three (3) calendar months as a result of a particular illness or injury but who are not eligible for Paid Leave Oregon; or
 - ii. Qualify for but have exhausted their Paid Leave Oregon benefit.
 - b. Eligibility to receive hours from the pool will end:
 - i. For those using the reserve for their own illness and injury, when the employee becomes able to fully return to work or the employee has received two months of benefits under the long-term disability (LTD) insurance plan, whichever occurs first. Once an employee becomes eligible for the LTD benefit, the employee's benefit under the pool will be limited to the number of hours required to make up the difference between their LTD benefit and their regular rate of pay.
 - ii. Employees who have exhausted their Paid Leave Oregon benefit will be eligible to receive up to eighty (80) hours for an absence that would otherwise qualify.

- H. Upon request, Human Resources will share a report with IACE of pooled reserve applications accepted and denied, hours donated, hours used, and instances when members end their use of the reserve.
- I. The total number of hours held in the pooled reserve shall not exceed fifteen hundred (1500) hours. If offers of hours exceed the need to stock or replenish the pooled reserve, offered hours will be accepted from employees in order of those employees with the highest leave balances. Hours donated to the pooled reserve cannot be reclaimed. Human Resources, in consultation with the Association, shall develop procedures to implement the pooled reserve process; the developed procedures shall require Human Resources to provide timely notice to classified employees of their right to make January paid leave donations to the pooled reserve. Human Resources shall accept donations that otherwise comply with this article at times other than the prescribed January period, but Human Resources is not required to advertise or solicit donations more than once per year.
- J. Family and medical leaves of absence will be granted for those employees meeting the qualifying guidelines of the Family and Medical Leave Act, the Oregon Family Leave Act and/or Paid Leave Oregon and will be administered in conformance with those regulations. Employees taking leave under Paid leave Oregon (PLO) may use (but are not required to use) their accrued leave hours to supplement their PLO benefit by taking this accrued leave for up to each hour of work missed.

ARTICLE 27 – INSURANCE

- A. From July 1, 2024 through September 30, 2024, the Administration will continue in force and effect those employee health insurance programs that were in effect on June 30, 2024. The programs shall be provided by the College under the same terms and conditions as were in effect on June 30, 2024.
- B. For the 2024-2025, 2025-2026, 2026-2027, and 2027-2028 insurance years, the College will provide medical, dental, and vision insurance coverage to classified employees under the following terms and conditions:
 - a. The College will make available medical, dental, and vision insurance plans that are comprehensive in scope and that include preventative, professional, hospital, emergency services, and prescription drug coverage. The medical plan must make provision for the coverage of dependents/families.
 - b. To the extent that OEBC allows employer-members of the insurance pool to make plan design choices, and/or choose which plans will be offered, the College will for the 2024-2025, 2025-2026, 2026-2027, and 2027-2028 insurance years, confer with Association-appointed representatives on the design and/or plan offerings; the College and the Association shall agree on insurance plan design and or plans offered.
 - c. If the cost of a given plan meets or exceeds the “high-cost plan” thresholds for individuals as delineated in the Patient Protection and Affordable Care Act (H.R. 4872-31 Subtitle E - Provisions Relating to Revenue, Section 1401: High Cost Excise Tax), that plan shall be excluded from the list of available open enrollment options, and all insured members on the excluded plan will have the option to enroll in any other health insurance plan that is available.
 - d. The Association shall make a preliminary notification prior to open enrollment, to the College, of how it wants employee costs allocated and shared. After open enrollment, the final notification shall be given if required by section B.6. Unless the Association’s plan for cost allocation and sharing among employees is inconsistent with other sections of this article, or impractical because of administrative limitations, the Association’s methods will be adopted.
 - e. For the remainder of benefit plan year 2023-2024 the College’s designated monthly contribution to health insurance (medical, dental, vision) premiums for Association members will be \$1,548.48 per month. For benefit plan year 2024-2025 the College’s designated monthly

contribution to health insurance premiums will be \$1,594.93 per month. For benefit plan years 2025-2026, 2026-2027, and 2027-2028 the College's designated monthly contribution to health insurance premiums will increase by the combined renewal percentage increase for employee-only coverage as reported in the annual OEBB annual Plan Year Renewal Summary up to 3.0% per benefit plan year. To calculate the composite cost of College premiums, for the purpose of comparing to the College's designated monthly contribution, the premium cost of each coverage will be adjusted by the cost allocation and sharing as determined in B.4. No adjustment will be made for prorated benefits. The net employer rates will be multiplied by the number of members for each plan choice, including medical, dental, and vision premiums. Any employee who elects opt-out will be included in both the calculation of total premium cost and the number of members covered. Opt-out costs include payments as defined in B.8. and any additional payroll costs incurred as a result of the opt-out payment. Vacant positions will be excluded from both the number of members covered and the cost of total premium in determining the composite cost. Net total premium costs after excluding vacant positions are divided by the total number of employees excluding vacant positions to arrive at the composite cost.

- f. If, after open enrollment, the cost of the composite is more than 101% of the College's designated monthly contribution as defined in paragraph B.5. of this article, then the Association will inform the College of how it wishes to adjust the cost allocation to bring the composite under the cap for the remainder of the insurance plan year. If, after open enrollment, the cost of the composite is more than 3% under the cap set in paragraph B.5. of this article, then the Association will inform the College of how to adjust the cost allocation to bring the composite up to 99% of the College's designated monthly contribution as defined in paragraph B.5. for the remainder of the plan year. Unless required by law, there will be no open enrollment after the changes in the cost allocation.
- g. Contracted employees hired on, or after, July 1, 2005, who work .50 FTE of a regular workload, or less, are eligible for employee-only insurance benefits. The College shall pay fifty (50) percent of the premium cost to provide employee-only insurance benefits to these employees. The College shall pay ninety-nine (99) percent of the premium cost, or as adjusted by B.4 to provide employee-only insurance benefits to contracted employees who work between .51 and 1.0 FTE. Contracted employees hired on, or after July 1, 2005, who work between .51 and 1.0 FTE of a regular workload are eligible for two-party and family insurance benefits,

but the premium costs for this coverage (that part of the premium in excess of employee-only coverage) will be subject to a prorated contribution to premium; pro-ratio shall correspond to the percentage a contracted workload bears to a 1.0 workload, rounded up to the nearest 10% (e.g. a .54 FTE employee will pay forty (40) percent of the College contribution to the premium for two-party and family insurance coverage and the College would pay the remaining sixty (60) percent of the premium). However, .50 FTE employees, and below, pay one-hundred (100) percent of two-party and family coverage). Unused funds from B.5. may be used to increase the College contributions for employees under 1.0 FTE.

- h. The College will offer insurance opt-out arrangements if allowed by law and if allowed by its medical, dental, and vision carriers. Opt-out options may only be provided without an increase to the overall cost of providing insurance coverage, including the cost of the opt-out and benefit costs, and the affected employee is covered by an acceptable comprehensive group health insurance plan of another employer
 - i. Employees approved for opt-out shall be entitled to 30% of the employee-only premium amount that would otherwise have been paid to the insurance carrier for the lowest cost conventional plan, so long as such payment is permitted by law and the College is not required to pay a premium for that employee to the insurance provider or pay a tax penalty or other charge. Employees who work .50 FTE or less may “opt out” of insurance coverage under the terms of this paragraph without proof of alternate coverage, however, the employee shall be entitled to only 30% of the College’s premium obligation for that employee (i.e. 30% of the College’s obligation to pay 50% of the cost of employee-only coverage).
- C. The insurance programs identified in this article shall be provided only in accordance with the underwriting rules and regulations set forth by the insurance carriers in policies retained by the College. In spite of any statement in this Agreement to the contrary, nothing shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the College and the insurance carriers. The College shall not be obligated under any circumstance whatsoever, to pay for any medical, dental, vision, life and dependent life, or long-term disability expenses not covered by the insurance carriers. Nothing in this Agreement, however, shall limit an employee’s right to appeal or otherwise challenge against the carrier any interpretation, meaning, or intent of the provisions of any insurance contract applied by the carrier.

- D. The Administration cannot, and does not, guarantee against unilateral changes in benefits initiated solely by the insurance carriers. In the event of provider-initiated benefit or program changes during the life of this Agreement, the President, in consultation with the Association, is authorized to make those adjustments and agreements that are, in their judgment, reasonably consistent with those benefits in effect prior to the unilateral change and are in the best interest of the College and its employees.
- E. Employees may utilize a Flexible Spending Account (FSA) to shelter from tax an employee insurance premium contribution for lawful and eligible expenses. The College is authorized to make any payroll deduction to cover those employee health insurance premium costs set out in this Agreement.
- F. Employees on an approved medical leave of absence for ninety (90) consecutive calendar days or less continue to receive insurance in force at the time of leave provided they remain eligible. LTD, Life and Dependent Life insurance will be paid separately by the College and not be a cost or obligation of the insurance fund described in D above.
- G. Employees on an approved leave of absence due to medical disability for more than ninety (90) calendar days but less than one hundred eighty-six (186) calendar days continue to receive employee only medical insurance.
- H. The College shall assume the cost of employee-only medical insurance premiums for up to six (6) calendar months, under the provisions of COBRA, beginning on the 1st day of the calendar month following the employee's date of reduction or displacement. Such continuation coverage will be available to the following individuals:
 - a. Persons whose positions have been eliminated and do not have the option to displace another classified employee.
 - b. Persons who do not elect to displace another classified employee under Article 19 B. of the current CBA.
 - c. Persons who have been displaced by an employee whose position has been eliminated under Article 19 B.

The Colleges payment for continuation coverage under COBRA shall cease in the event that the employee is either re-employed by the College, becomes eligible for coverage under another employer-sponsored group medical

insurance plan, or if the employee elects coverage for themselves under another health insurance plan on the open market.

The responsibility to notify the College of changes in status as described in the previous paragraph rests with the employee. Such notification shall be timely. Failure to notify the College within one calendar week of the date the employee receives confirmation of coverage may result in application of premium charges to the employee, aligned with the start date for external coverage obtained.

- I. The College and the Association will be reviewing insurance plan options during the life of this Agreement. This article may be reopened for any reason at the request of either party to renegotiate terms and conditions of any insurance year covered by this contract. If the contract is reopened and agreement is not reached on new terms and conditions, the terms and conditions of this article, as ratified, shall remain in effect.

ARTICLE 28 - SALARY SCHEDULE

- A. For the fiscal year 2024-2025, the seventeen (17) step salary schedule, attached as Appendix A, shall be increased by 6.5% at each step, to address the cost of living. Eligible employees will progress one (1) step on the salary schedule, effective July 1, 2024.
- B. For fiscal years 2025-2026, 2026-2027, and 2027-2028 the salary schedules, attached as Appendix B, C, and D shall be increased according to the annual average CPI-U, U.S City Average, not seasonally adjusted, base year 1982-1984. The annual change is defined as the percent change in the average index for the month of December in one year to the average index for the month of December in the next year, using the December index published by the U.S. Bureau of Labor Statistics (BLS) each year. The salary schedule will be increased according to this index but by no less than 2% and no greater than 4%.
 - a. Current employees who are on an odd step will progress two (2) steps on the seventeen (17) step salary schedule each fiscal year; effective July 1, 2025, July 1, 2026, and July 1, 2027.
 - b. Current employees who are on an even step will progress two (2) steps on the seventeen (17) step salary schedule each fiscal year until they reach step sixteen (16) when they will move (1) one step; effective July 1, 2025, July 1, 2026, and July 1, 2027.
 - c. New employees who are hired on or after July 1, 2025, will be placed on the nine (9) step salary schedule and will advance one (1) step each fiscal year; July 1, 2026 and July 1, 2027.
- C. For the fiscal years 2024-2025, 2025-2026, 2026-2027, and 2027-2028, those classified employees who have reached the top step will be awarded a longevity bonus of \$1,000 paid on their November paycheck.
- D. Classified employees hired after June 30, 2024, will be placed in the appropriate grade for their job classification in accordance with the College guidelines for initial placement.
- E. It is the practice of the College that new employees will start employment at the initial step of the salary range provided that they meet the position's minimum qualifications. Placement above Step 1 will be allowed in special circumstances (such as recruitment problems) with notification and consultation with the Association.

- F. The College shall not withhold from members' salaries the six percent (6%) employee contributions/payments required by the Public Employee Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) shall not be withheld from member's salaries. The College shall assume and pay the six percent (6%) employee contribution for members participating in PERS or OPSRP. Such employee contributions shall be credited to employee accounts and considered employee contributions for the purpose of applicable law.
- G. The parties agree that any changes to the administration of payroll processes are a mandatory subject of collective bargaining, and commit to either a successor or mid-term bargaining process if the Administration ever proposes any such changes.
- H. In the 2024-2025 fiscal year, the college agrees to convene a workgroup consisting of three managers appointed by the Vice President of Finance and Operations and three classified appointed by the Classified Association President to proceed with a collaborative labor study for classified positions. The collaboration will include determining which service through which the relevant data gathering will be processed and what data is necessary for the study. If the workgroup concludes as a result of the study that the total compensation package for any particular classification is below market value by 10%, the work group will meet with the College Executive Leadership Team to present a recommendation for a course of action.
- I. Bilingual Pay Incentive
To support the College's core theme of cultural richness, the strategic goal of equity, and the College values, a decision was made to offer a bilingual pay incentive to encourage the development of employee language skills to intentionally address the needs of emerging student and community populations.

Employees with demonstrated language proficiency will be retained in a conversational language skills database and may be called upon to assist coworkers in conversation with students, family members, or community members who may benefit from dialog in their first or preferred language.

- a. Eligibility and Continuation

- i. The bilingual pay incentive is available to any bargaining unit member who is evaluated and formally certified as proficient in conversational Spanish by a College-approved certification professional.

- ii. Once approved, the incentive is attached to the person, and therefore eligibility is transferable as the person may take on new roles or responsibilities within the bargaining unit. If a bargaining unit member also performs incentive-eligible duties outside the bargaining unit, the differential would apply to these duties as well, under the terms and conditions applicable to that employee group.
 - iii. It is the responsibility of the employee to keep their conversational language skills current. The Administration reserves the ongoing right to re-evaluate an individual employee's language proficiency periodically as the need may arise.
 - iv. The Administration reserves the right to re-evaluate the application of the bilingual incentive periodically as student demographics change.
 - v. The application of the incentive is contingent upon the need for specific language skills to better serve student and community populations that reach at least 10% of the incoming student base as indicated by student demographic projections for the College and/or College admissions and registration data.
 - vi. If a conversational language skill other than Spanish is identified by the College as valuable in a particular position or locality, the direct supervisor may recommend the bilingual pay incentive be applied to individual classified employees who demonstrate and retain proficiency in that language. These special bilingual pay incentives may be granted only with the approval of the applicable Vice-President. In these cases, parts A3 and A4 above shall still apply.
- b. Responsibilities and Expectations
- i. Those employees who receive the bilingual pay incentive will, when called upon, utilize their verbal language skills to respond to student/customer needs during their scheduled working hours.
 - ii. Employees with demonstrated language proficiency will be retained in a conversational language skills database and may be called upon to assist co-workers in conversation with students, family members, or community members who may benefit from dialog in their first or preferred language.
 - iii. Employees retained in the language skills database are expected to respond timely to such requests as workload demands allow. Any pattern of failure to respond or failure to comply with such requests may lead to revocation of the pay incentive. Notice, with an

opportunity to respond and improve, will be given before an employee's bilingual pay incentive is revoked.

c. Bilingual Pay Incentive Compensation

Eligible bargaining unit members will receive a stipend in the amount of \$150.00 per calendar month worked. Employees who are less than 1.0 FTE will receive the incentive on a pro-rata basis. The stipend shall commence on the first day of the month following successful certification. Upon separation of employment, the stipend will be paid out on a pro-rata basis, based on the percentage of total work days performed in the employee's final month.

ARTICLE 29 – RECLASSIFICATION AND SALARY ADJUSTMENT

A. Reclassification Overview

Any significant and ongoing changes to a classified position's duties should be proactively and intentionally assigned by management. If such changes add greater complexity, responsibility or accountability to a position, a resulting classification analysis may be appropriate. This describes the "proactive reclassification process" outlined in section B, below. The goal of proactive reclassification is for the classified employee to be properly compensated for their ongoing assigned duties in a timely manner as possible.

However, in some circumstances, a "retroactive reclassification analysis," outlined in section C, below, may be necessary. In such cases, a classified employee has the right to initiate a retroactive reclassification analysis. Some examples of circumstances that may add significant responsibility, complexity, or accountability and thus may warrant a retroactive reclassification analysis include:

- An accumulation of ongoing management-initiated or approved duties,
- Changes to technology,
- External changes in legislation, partner interface, etc.

Temporary or short-term assignment of duties shall remain subject to the process outlined in Article 20.K. of this agreement.

B. Proactive Reclassification Process

- a. Before assigning significant and ongoing changes to a classified employee's position description, a manager must consult with and obtain approval for such changes from the appropriate vice-president. If granted, this approval will be documented by the vice-president's signature as per step 3, below.
- b. To initiate a reclassification request, a manager, in consultation with the classified employee, should complete a reclassification questionnaire. In completing the questionnaire, the supervisor and the employee should review the position description and document, in detail, any significant responsibility/task changes. The employee may also request a mentor from the Association to help with the reclassification process. Mentors appointed by the Association may attend the annual reclassification training for employees conducted by Human Resources. A mentor will not be a current member of the classification committee.

- c. The position description and reclassification questionnaire should be signed by the employee, manager, and by the appropriate vice president prior to being forwarded to Human Resources.
- d. Subsequently, the Employment Services Manager (or designee) will perform a formal analysis of the request and the position's duties to render a decision. Typically, this formal analysis will be completed within two (2) calendar months of receipt. Completion of this process shall occur without undue delay. This decision will be provided to the employee. In addition, upon request, a summary of the rationale for the decision will be reduced to writing and made available to the classified employee.

C. Retroactive Reclassification Process

If a classified employee believes there has been an accumulation of changes that have resulted in a significant change to the position, or if significant duties have been added, but an appropriate proactive reclassification analysis did not occur, they may, in consultation with their manager, initiate a retroactive reclassification analysis. While a supervisory signature is required as part of this process, this signature does not signify either agreement or disagreement with the petition itself.

- a. To initiate a retroactive reclassification analysis, an employee, in consultation with their manager, should complete a reclassification questionnaire. In completing the questionnaire, the employee and the supervisor should review the position description and document, in detail, any significant responsibility/task changes. The employee may also request a mentor from the Association to help with the reclassification process. Mentors appointed by the Association may attend the annual reclassification training for employees conducted by Human Resources. A mentor will not be a current member of the classification committee.
- b. The position description and reclassification questionnaire should be signed by the employee, manager, and by the appropriate vice president prior to being forwarded to Human Resources.
- c. Subsequently, the Employment Services Manager (or designee) will perform a formal analysis of the request and the position's duties to render a decision. Typically, this formal analysis will be completed within two (2) calendar months of receipt. Completion of this process shall occur without undue delay. This decision will be provided to the employee. In addition, upon request, a summary of the rationale for the decision will be reduced to writing, and made available to the classified employee.

D. Reclassification Appeal Process

- a. In the event an employee and/or supervisor disagrees with the initial decision on a reclassification request, the decision may be appealed to the Reclassification Committee. The Reclassification committee will be composed of three (3) classified members appointed by the Association and three (3) managers appointed by the College. The Employment Services Manager will chair the Committee and serve in an ex-officio capacity, but will cast the deciding vote if the Committee is tied on a classification decision. The Committee will convene twice per year (preferably in November and June) to review reclassification appeals. A quorum for Committee meetings will be equally attended and will contain at least four members, including at least two classified representatives and at least two managers. A majority of Committee members present must approve any decision to alter the classification of a current position. Members of the Reclassification Committee may be substituted, because of potential conflicts of interest and/or to meet reclassification deadlines.
- b. The employee and/or supervisor must file an appeal within ten (10) College business days following receipt of the decision by Human Resources. The appeal will be heard at the next meeting of the Reclassification Committee.
- c. To appeal the decision the employee or supervisor will notify the immediate supervisor and/or appropriate administrator in writing, of the intent to appeal, and submit a written appeal to Human Resources.
- d. The Employee and/or the supervisor will be given an opportunity to present the basis for the appeal to the Committee, both in writing and in person. Association mentors will be able to assist the Employee in these presentations and in responding to any questions or concerns from the Committee or Human Resources.
- e. The initial reclassification request file(s) will be distributed to the Reclassification Committee. A majority vote will determine the outcome of the appeal. Decisions following an appeal are final and binding and are not subject to appeals procedures.

E. Reclassification to a Higher Grade

Employees who are reclassified to a higher grade will retain their current step progression and be compensated at the grade into which the position is reclassified. If an employee has adjustments made to their paycheck due to a mid-fiscal year reclassification or position change, Human Resources will, upon request from the employee, provide a detailed accounting of any such adjustment.

All reclassifications to a higher grade will be retroactive back to the date of the change in duties.

F. Reclassification/Reassignment to a Lower Grade

Employees who are reclassified/reassigned to a lower grade will be placed on the step in the new salary grade that is closest to his or her current salary without being below that amount. In the event the current salary exceeds the range ceiling, the salary will be frozen. Employees transferring to another position at the same salary grade will be transitioned at the same step and salary rate.

G. Promotions

Employees who are promoted to a new position at a higher grade will retain their current step progression and be compensated at the grade into which they were promoted. If an employee has adjustments made to their paycheck due to a mid fiscal year reclassification or position change, Human Resources will, upon request from the employee, provide a detailed accounting of any such adjustment.

All promotions to a higher grade will be retroactive back to the date of the change in duties.

H. Voluntary Transfers

Employees who voluntarily transfer to a new position at a lower grade will be transitioned into the new grade at no less than the same step as their prior position.

I. Salary Upon Return to Prior Position

Employees who return to the same, identical position within twelve (12) months will receive their old salary plus any increases that have taken place.

J. During the life of this Agreement, Human Resources will both consider whether to identify characteristics that distinguish the grade level of work in each position in each group of positions within the unit that form a career path, and, if prudent, will define such characteristics. The College will monitor the status of this project through the JAT meetings.

ARTICLE 30 –RETIREMENT

A. LBCC Early Retirement

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

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

- a. An employee who began employment on or before June 30, 1998, and who has been employed by Linn-Benton Community College as a contracted half-time, or more, employee continuously, and who desires to early retire prior to age 65, but not before age 55 or who has completed 30 years in the PERS system shall at his or her request, be granted an additional retirement benefit for five (5) years or until age 65, or death, whichever is less.
- b. An employee who began employment on or after July 1, 1998, and on or before June 30, 2000, and who has been with Linn-Benton Community College as a contracted half time, or more, employee continuously for a total of 15 years and who desires to early retire prior to age 65, but not before age 55 or who has completed 30 years in the PERS system shall at his or her request, be granted an additional retirement benefit for five (5) years or until age 65, or death, whichever is less.
- c. An employee whose first day as a contracted employee is on or after July 1, 2000 is not eligible for an early retirement benefit.

The benefit will consist of a monthly retirement stipend equivalent to 1.25 percent retirement calculation based upon the employee's highest twelve (12) months of salary within the thirty-six (36) months immediately prior to the effective date of retirement. In addition, group medical, vision, and dental insurance coverage for the retiree only will be provided. Insurance benefits provided to early retirees shall be subject to the same terms and conditions as in effect for current employees (e.g., carriers, deductibles, co-pays, etc. are subject to change). At their expense, the retiree may continue to purchase existing dependent medical, dental, and vision coverage on the College insurance plans. The premium amount for their dependent's participation will be deducted from the early retiree's monthly stipend amount prior to their payment. Any additional premium cost not covered by the stipend amount will be paid by the early retiree directly to the College.

For the purpose of calculating eligibility under this article, the definition of half-time employee shall be that definition in effect at the time the employee was

originally hired.

If the College announces a reduction of five or more contracted, general fund classified positions over the course of four months or less, the College and the Association will meet and confer about the possibility of extending an early retirement benefit to additional employees to encourage retirement and reduce the need for employee layoffs.

B. Post-Retirement Employment

- a. An employee may be considered for continued employment post-retirement. Provisions for such employment as detailed in Administrative Rule 6115-03.
- b. Paid leave and sick leave accruals will continue during the post-retirement period based on the employee's total seniority, including time worked prior to their retirement date. To the extent allowed by PERS, employees have the option of retaining up to 180 hours of sick leave balance on their retirement date.

ARTICLE 31 – TERMS 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 agreement between the parties.
- B. This Agreement shall be effective as of July 1, 2024, and shall be binding upon the College, the Association, and members of the bargaining unit and shall remain in full force and effect through June 30, 2028.

ARTICLE 32 – NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Mid-Term Bargaining

- a. In the event of a revenue reduction during the term of this Agreement making it impossible to operate with current staffing levels and when these funds are not replaced in some other manner, the Association or Board, in order to mitigate staff reductions, may provide written notice that the Agreement be reopened for renegotiating existing salary and benefit levels within this Agreement. Such renegotiations must conclude within forty (40) calendar days from the provision of the written notice unless both parties agree otherwise. The Board and the Association shall, in good faith, consider all fiscal proposals made during this period of renegotiation. Neither side shall be required to agree to any proposal made during the period of renegotiation. If no agreement is reached, the present level of salary and benefits within the Agreement shall remain in effect.
- b. The parties agree to abide by the provisions of ORS 243.698 regarding mid-term bargaining of issues that are not included in this Agreement.

B. Full Successor Agreement

This Agreement and any amendments thereto shall be effective as specified in Article 31. The provisions will remain in full force and effect throughout the full term of the Agreement as specified in Article 31 herein, except for those articles which have been assigned other specific dates, or, in the case of mandatory subjects of bargaining, until a new agreement is ratified by both parties and executed with signatures. The parties agree to begin negotiations for a full successor agreement through the filing of written notice prior to the date of January 15th in the final year of the agreement as specified in Article 31. Such notice by either party shall initiate the full statutory negotiation process as provided for in ORS 243.712.

ARTICLE 33 – COLLECTIVE BARGAINING

The Association is permitted a total of seventy (70) hours per person, up to three hundred fifty (350) collective hours of member time, without loss of compensation to any employee involved, for meetings for the purpose of negotiating a successor agreement.

ARTICLE 34 - EXECUTIONS/SIGNATURES

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



Kristin Adams
Board Chair

6/17/2024
Date



Kimberly Koplien
IACE President

06-17-24
Date

Appendix A | Year 1 Salary Schedule (FY 2024-2025)

Contracted Classified Salary Schedule Effective July 1, 2024 through June 30, 2025																		
Grade		Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
9	FTE	35,088	35,802	36,531	37,273	38,035	38,811	39,600	40,409	41,234	42,074	42,933	43,806	44,700	45,611	46,540	47,491	48,460
	Hrly	\$17.76	\$18.12	\$18.49	\$18.86	\$19.25	\$19.64	\$20.04	\$20.45	\$20.87	\$21.29	\$21.73	\$22.17	\$22.62	\$23.08	\$23.55	\$24.03	\$24.52
10	FTE	36,687	37,432	38,196	38,974	39,768	40,583	41,406	42,250	43,110	43,990	44,886	45,803	46,733	47,684	48,656	49,652	50,664
	Hrly	\$18.57	\$18.94	\$19.33	\$19.72	\$20.13	\$20.54	\$20.95	\$21.38	\$21.82	\$22.26	\$22.72	\$23.18	\$23.65	\$24.13	\$24.62	\$25.13	\$25.64
11	FTE	38,370	39,153	39,953	40,766	41,596	42,445	43,307	44,193	45,092	46,013	46,948	47,903	48,884	49,879	50,893	51,932	52,992
	Hrly	\$19.42	\$19.81	\$20.22	\$20.63	\$21.05	\$21.48	\$21.92	\$22.36	\$22.82	\$23.29	\$23.76	\$24.24	\$24.74	\$25.24	\$25.76	\$26.28	\$26.82
12	FTE	40,142	40,963	41,800	42,652	43,524	44,406	45,313	46,239	47,180	48,142	49,121	50,125	51,148	52,188	53,250	54,336	55,444
	Hrly	\$20.31	\$20.73	\$21.15	\$21.59	\$22.03	\$22.47	\$22.93	\$23.40	\$23.88	\$24.36	\$24.86	\$25.37	\$25.88	\$26.41	\$26.95	\$27.50	\$28.06
13	FTE	42,021	42,882	43,753	44,644	45,556	46,486	47,430	48,394	49,383	50,392	51,419	52,462	53,533	54,622	55,739	56,875	58,036
	Hrly	\$21.27	\$21.70	\$22.14	\$22.59	\$23.05	\$23.53	\$24.00	\$24.49	\$24.99	\$25.50	\$26.02	\$26.55	\$27.09	\$27.64	\$28.21	\$28.78	\$29.37
14	FTE	44,003	44,899	45,817	46,748	47,701	48,673	49,661	50,676	51,712	52,764	53,838	54,936	56,056	57,194	58,362	59,552	60,767
14PS	FTE	45,963	46,899	47,857	48,830	49,825	50,841	51,873	52,933	54,015	55,114	56,236	57,383	58,552	59,741	60,961	62,204	63,473
	Hrly	\$22.27	\$22.72	\$23.19	\$23.66	\$24.14	\$24.63	\$25.13	\$25.65	\$26.17	\$26.70	\$27.25	\$27.80	\$28.37	\$28.94	\$29.54	\$30.14	\$30.75
15	FTE	46,089	47,030	47,992	48,965	49,964	50,985	52,027	53,082	54,163	55,267	56,394	57,546	58,714	59,913	61,137	62,378	63,651
	Hrly	\$23.32	\$23.80	\$24.29	\$24.78	\$25.29	\$25.80	\$26.33	\$26.86	\$27.41	\$27.97	\$28.54	\$29.12	\$29.71	\$30.32	\$30.94	\$31.57	\$32.21
16	FTE	48,293	49,276	50,284	51,308	52,355	53,420	54,509	55,617	56,753	57,909	59,088	60,293	61,524	62,779	64,053	65,361	66,693
16PS	FTE	50,444	51,470	52,523	53,593	54,687	55,799	56,937	58,094	59,280	60,488	61,719	62,978	64,264	65,575	66,906	68,272	69,663
	Hrly	\$24.44	\$24.94	\$25.45	\$25.97	\$26.50	\$27.03	\$27.59	\$28.15	\$28.72	\$29.31	\$29.90	\$30.51	\$31.14	\$31.77	\$32.42	\$33.08	\$33.75
17	FTE	50,615	51,650	52,703	53,774	54,870	55,988	57,128	58,299	59,480	60,694	61,928	63,192	64,479	65,793	67,139	68,504	69,902
	Hrly	\$25.61	\$26.14	\$26.67	\$27.21	\$27.77	\$28.33	\$28.91	\$29.50	\$30.10	\$30.72	\$31.34	\$31.98	\$32.63	\$33.30	\$33.98	\$34.67	\$35.38

18	FTE	53,065	54,150	55,255	56,376	57,526	58,697	59,892	61,116	62,362	63,632	64,927	66,250	67,600	68,981	70,387	71,820	73,286
18PS	FTE	55,428	56,562	57,716	58,887	60,088	61,311	62,559	63,838	65,139	66,466	67,818	69,200	70,611	72,053	73,522	75,018	76,550
	Hrly	\$26.85	\$27.40	\$27.96	\$28.53	\$29.11	\$29.70	\$30.31	\$30.93	\$31.56	\$32.20	\$32.86	\$33.53	\$34.21	\$34.91	\$35.62	\$36.35	\$37.09
19	FTE	55,652	56,786	57,944	59,123	60,330	61,560	62,813	64,094	65,401	66,733	68,092	69,482	70,899	72,342	73,819	75,319	76,856
	Hrly	\$28.16	\$28.74	\$29.32	\$29.92	\$30.53	\$31.15	\$31.79	\$32.44	\$33.10	\$33.77	\$34.46	\$35.16	\$35.88	\$36.61	\$37.36	\$38.12	\$38.89
20	FTE	58,382	59,572	60,783	62,024	63,285	64,575	65,892	67,235	68,606	70,003	71,427	72,888	74,372	75,885	77,432	79,009	80,621
	Hrly	\$29.55	\$30.15	\$30.76	\$31.39	\$32.03	\$32.68	\$33.35	\$34.03	\$34.72	\$35.43	\$36.15	\$36.89	\$37.64	\$38.40	\$39.19	\$39.98	\$40.80
21	FTE	61,266	62,511	63,784	65,085	66,410	67,764	69,145	70,555	71,994	73,459	74,958	76,485	78,043	79,633	81,257	82,911	84,602
	Hrly	\$31.01	\$31.64	\$32.28	\$32.94	\$33.61	\$34.29	\$34.99	\$35.71	\$36.43	\$37.18	\$37.93	\$38.71	\$39.50	\$40.30	\$41.12	\$41.96	\$42.81
22	FTE	64,296	65,606	66,943	68,307	69,699	71,121	72,569	74,046	75,557	77,096	78,670	80,272	81,905	83,577	85,280	87,021	88,795
	Hrly	\$32.54	\$33.20	\$33.88	\$34.57	\$35.27	\$35.99	\$36.73	\$37.47	\$38.24	\$39.02	\$39.81	\$40.62	\$41.45	\$42.30	\$43.16	\$44.04	\$44.94
23	FTE	67,478	68,855	70,259	71,691	73,154	74,645	76,161	77,717	79,297	80,912	82,565	84,247	85,961	87,716	89,507	91,326	93,190
	Hrly	\$34.15	\$34.85	\$35.56	\$36.28	\$37.02	\$37.78	\$38.54	\$39.33	\$40.13	\$40.95	\$41.78	\$42.64	\$43.50	\$44.39	\$45.30	\$46.22	\$47.16
Grades 14PS, 16PS, and 18PS reflect 2064 annual hours (258 days); Public Safety (PS); all other grades reflect 1976 annual hours (247 days)																		

APPENDIX B.1 - Year 2 Salary Schedule (FY 2025-26)-2.9% increase to schedule

Contracted Classified Salary Schedule Effective July 1, 2025 through June 30, 2026 (for employees hired prior to July 1, 2025)

Grd		Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
9	FTE	36,106	36,840	37,590	38,354	39,138	39,937	40,748	41,581	42,430	43,294	44,178	45,076	45,996	46,934	47,890	48,868	49,865
	Hrly	\$18.27	\$18.64	\$19.02	\$19.41	\$19.81	\$20.21	\$20.62	\$21.04	\$21.47	\$21.91	\$22.36	\$22.81	\$23.28	\$23.75	\$24.24	\$24.73	\$25.24
10	FTE	37,751	38,518	39,304	40,104	40,921	41,760	42,607	43,475	44,360	45,266	46,188	47,131	48,088	49,067	50,067	51,092	52,133
	Hrly	\$19.10	\$19.49	\$19.89	\$20.30	\$20.71	\$21.13	\$21.56	\$22.00	\$22.45	\$22.91	\$23.37	\$23.85	\$24.34	\$24.83	\$25.34	\$25.86	\$26.38
11	FTE	39,483	40,288	41,112	41,948	42,802	43,676	44,563	45,475	46,400	47,347	48,309	49,292	50,302	51,325	52,369	53,438	54,529
	Hrly	\$19.98	\$20.39	\$20.81	\$21.23	\$21.66	\$22.10	\$22.55	\$23.01	\$23.48	\$23.96	\$24.45	\$24.95	\$25.46	\$25.97	\$26.50	\$27.04	\$27.60
12	FTE	41,306	42,151	43,012	43,889	44,786	45,694	46,627	47,580	48,548	49,538	50,546	51,579	52,631	53,701	54,794	55,912	57,052
	Hrly	\$20.90	\$21.33	\$21.77	\$22.21	\$22.66	\$23.12	\$23.60	\$24.08	\$24.57	\$25.07	\$25.58	\$26.10	\$26.64	\$27.18	\$27.73	\$28.30	\$28.87
13	FTE	43,240	44,126	45,022	45,939	46,877	47,834	48,805	49,797	50,815	51,853	52,910	53,983	55,085	56,206	57,355	58,524	59,719
	Hrly	\$21.88	\$22.33	\$22.78	\$23.25	\$23.72	\$24.21	\$24.70	\$25.20	\$25.72	\$26.24	\$26.78	\$27.32	\$27.88	\$28.44	\$29.03	\$29.62	\$30.22
14 14PS	FTE	45,279	46,201	47,146	48,104	49,084	50,085	51,101	52,146	53,212	54,294	55,399	56,529	57,682	58,853	60,054	61,279	62,529
	FTE	47,296	48,259	49,245	50,246	51,270	52,315	53,377	54,468	55,581	56,712	57,867	59,047	60,250	61,473	62,729	64,008	65,314
	Hrly	\$22.91	\$23.38	\$23.86	\$24.34	\$24.84	\$25.35	\$25.86	\$26.39	\$26.93	\$27.48	\$28.04	\$28.61	\$29.19	\$29.78	\$30.39	\$31.01	\$31.64
15	FTE	47,426	48,394	49,384	50,385	51,413	52,464	53,536	54,621	55,734	56,870	58,029	59,215	60,417	61,650	62,910	64,187	65,497
	Hrly	\$24.00	\$24.49	\$24.99	\$25.50	\$26.02	\$26.55	\$27.09	\$27.64	\$28.21	\$28.78	\$29.37	\$29.97	\$30.58	\$31.20	\$31.84	\$32.48	\$33.15
16 16PS	FTE	49,693	50,705	51,742	52,796	53,873	54,969	56,090	57,230	58,399	59,588	60,802	62,041	63,308	64,600	65,911	67,256	68,627
	FTE	51,907	52,963	54,046	55,147	56,273	57,417	58,588	59,779	60,999	62,242	63,509	64,804	66,128	67,477	68,846	70,252	71,683
	Hrly	\$25.15	\$25.66	\$26.19	\$26.72	\$27.26	\$27.82	\$28.39	\$28.96	\$29.55	\$30.16	\$30.77	\$31.40	\$32.04	\$32.69	\$33.36	\$34.04	\$34.73
17	FTE	52,083	53,148	54,231	55,333	56,461	57,612	58,785	59,990	61,205	62,454	63,724	65,025	66,349	67,701	69,086	70,491	71,929
	Hrly	\$26.36	\$26.90	\$27.44	\$28.00	\$28.57	\$29.16	\$29.75	\$30.36	\$30.97	\$31.61	\$32.25	\$32.91	\$33.58	\$34.26	\$34.96	\$35.67	\$36.40
18 18PS	FTE	54,604	55,720	56,857	58,011	59,194	60,399	61,629	62,888	64,170	65,477	66,810	68,171	69,560	70,981	72,428	73,903	75,411
	FTE	57,035	58,202	59,390	60,595	61,831	63,089	64,373	65,689	67,028	68,394	69,785	71,207	72,659	74,143	75,654	77,194	78,770
	Hrly	\$27.63	\$28.20	\$28.77	\$29.36	\$29.96	\$30.57	\$31.19	\$31.83	\$32.47	\$33.14	\$33.81	\$34.50	\$35.20	\$35.92	\$36.65	\$37.40	\$38.16
19	FTE	57,266	58,433	59,624	60,838	62,080	63,345	64,635	65,953	67,298	68,668	70,067	71,497	72,955	74,440	75,960	77,503	79,085
	Hrly	\$28.98	\$29.57	\$30.17	\$30.79	\$31.42	\$32.06	\$32.71	\$33.38	\$34.06	\$34.75	\$35.46	\$36.18	\$36.92	\$37.67	\$38.44	\$39.22	\$40.02
20	FTE	60,075	61,300	62,546	63,823	65,120	66,448	67,803	69,185	70,596	72,033	73,498	75,002	76,529	78,086	79,678	81,300	82,959
	Hrly	\$30.40	\$31.02	\$31.65	\$32.30	\$32.96	\$33.63	\$34.31	\$35.01	\$35.73	\$36.45	\$37.20	\$37.96	\$38.73	\$39.52	\$40.32	\$41.14	\$41.98
21	FTE	63,043	64,324	65,634	66,972	68,336	69,729	71,150	72,601	74,082	75,589	77,132	78,703	80,306	81,942	83,613	85,315	87,055
	Hrly	\$31.90	\$32.55	\$33.22	\$33.89	\$34.58	\$35.29	\$36.01	\$36.74	\$37.49	\$38.25	\$39.03	\$39.83	\$40.64	\$41.47	\$42.31	\$43.18	\$44.06
22	FTE	66,161	67,509	68,884	70,288	71,720	73,184	74,674	76,193	77,748	79,332	80,951	82,600	84,280	86,001	87,753	89,545	91,370
	Hrly	\$33.48	\$34.16	\$34.86	\$35.57	\$36.30	\$37.04	\$37.79	\$38.56	\$39.35	\$40.15	\$40.97	\$41.80	\$42.65	\$43.52	\$44.41	\$45.32	\$46.24
23	FTE	69,435	70,852	72,297	73,770	75,275	76,810	78,370	79,971	81,597	83,258	84,959	86,690	88,454	90,260	92,103	93,974	95,893
	Hrly	\$35.14	\$35.86	\$36.59	\$37.33	\$38.09	\$38.87	\$39.66	\$40.47	\$41.29	\$42.13	\$43.00	\$43.87	\$44.76	\$45.68	\$46.61	\$47.56	\$48.53

Grades 14PS, 16PS and 18PS reflect 2064 annual hours (258 days); all other grades reflect 1976 annual hours (247 days)

APPENDIX B.2 - Year 2 Salary Schedule (FY 2025-26)

For employees hired on or after July 1, 2025. Contracted Classified Salary Schedule Effective July 1, 2025 through June 30, 2026

Grd		Step 1	2	3	4	5	6	7	8	9
9	FTE	36,106	37,590	39,138	40,748	42,430	44,178	45,996	47,890	49,865
	Hrly	\$18.27	\$19.02	\$19.81	\$20.62	\$21.47	\$22.36	\$23.28	\$24.24	\$25.24
10	FTE	37,751	39,304	40,921	42,607	44,360	46,188	48,088	50,067	52,133
	Hrly	\$19.10	\$19.89	\$20.71	\$21.56	\$22.45	\$23.37	\$24.34	\$25.34	\$26.38
11	FTE	39,483	41,112	42,802	44,563	46,400	48,309	50,302	52,369	54,529
	Hrly	\$19.98	\$20.81	\$21.66	\$22.55	\$23.48	\$24.45	\$25.46	\$26.50	\$27.60
12	FTE	41,306	43,012	44,786	46,627	48,548	50,546	52,631	54,794	57,052
	Hrly	\$20.90	\$21.77	\$22.66	\$23.60	\$24.57	\$25.58	\$26.64	\$27.73	\$28.87
13	FTE	43,240	45,022	46,877	48,805	50,815	52,910	55,085	57,355	59,719
	Hrly	\$21.88	\$22.78	\$23.72	\$24.70	\$25.72	\$26.78	\$27.88	\$29.03	\$30.22
14 14PS	FTE	45,279	47,146	49,084	51,101	53,212	55,399	57,682	60,054	62,529
	FTE	47,296	49,245	51,270	53,377	55,581	57,867	60,250	62,729	65,314
	Hrly	\$22.91	\$23.86	\$24.84	\$25.86	\$26.93	\$28.04	\$29.19	\$30.39	\$31.64
15	FTE	47,426	49,384	51,413	53,536	55,734	58,029	60,417	62,910	65,497
	Hrly	\$24.00	\$24.99	\$26.02	\$27.09	\$28.21	\$29.37	\$30.58	\$31.84	\$33.15
16 16PS	FTE	49,693	51,742	53,873	56,090	58,399	60,802	63,308	65,911	68,627
	FTE	51,907	54,046	56,273	58,588	60,999	63,509	66,128	68,846	71,683
	Hrly	\$25.15	\$26.19	\$27.26	\$28.39	\$29.55	\$30.77	\$32.04	\$33.36	\$34.73
17	FTE	52,083	54,231	56,461	58,785	61,205	63,724	66,349	69,086	71,929
	Hrly	\$26.36	\$27.44	\$28.57	\$29.75	\$30.97	\$32.25	\$33.58	\$34.96	\$36.40
18 18PS	FTE	54,604	56,857	59,194	61,629	64,170	66,810	69,560	72,428	75,411
	FTE	57,035	59,390	61,831	64,373	67,028	69,785	72,659	75,654	78,770
	Hrly	\$27.63	\$28.77	\$29.96	\$31.19	\$32.47	\$33.81	\$35.20	\$36.65	\$38.16
19	FTE	57,266	59,624	62,080	64,635	67,298	70,067	72,955	75,960	79,085
	Hrly	\$28.98	\$30.17	\$31.42	\$32.71	\$34.06	\$35.46	\$36.92	\$38.44	\$40.02
20	FTE	60,075	62,546	65,120	67,803	70,596	73,498	76,529	79,678	82,959
	Hrly	\$30.40	\$31.65	\$32.96	\$34.31	\$35.73	\$37.20	\$38.73	\$40.32	\$41.98
21	FTE	63,043	65,634	68,336	71,150	74,082	77,132	80,306	83,613	87,055
	Hrly	\$31.90	\$33.22	\$34.58	\$36.01	\$37.49	\$39.03	\$40.64	\$42.31	\$44.06
22	FTE	66,161	68,884	71,720	74,674	77,748	80,951	84,280	87,753	91,370
	Hrly	\$33.48	\$34.86	\$36.30	\$37.79	\$39.35	\$40.97	\$42.65	\$44.41	\$46.24
23	FTE	69,435	72,297	75,275	78,370	81,597	84,959	88,454	92,103	95,893
	Hrly	\$35.14	\$36.59	\$38.09	\$39.66	\$41.29	\$43.00	\$44.76	\$46.61	\$48.53

Grades 14PS, 16PS and 18PS reflect 2064 annual hours (258 days); all other grades reflect 1976 annual hours (247 days)

APPENDIX C.1 | Year 3 Salary Schedule (FY 2026-27)

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Contracted Classified Salary Schedule Effective July 1, 2026 through June 30, 2027 (for employees hired prior to July 1, 2025)																		
Grd		Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
9	FTE Hrly	This table is intentionally blank. It will be updated in accordance with Article 28, no later than June 30, 2026																
10	FTE Hrly																	
11	FTE Hrly																	
12	FTE Hrly																	
13	FTE Hrly																	
14	FTE																	
14PS	FTE Hrly																	
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16	FTE																	
16PS	FTE Hrly																	
17	FTE Hrly																	
18	FTE																	
18PS	FTE Hrly																	
19	FTE Hrly																	
20	FTE Hrly																	
21	FTE Hrly																	
22	FTE Hrly																	
23	FTE Hrly																	

APPENDIX C.2 | Year 3 Salary Schedule (FY 2026-27)

Contracted Classified Salary Schedule Effective July 1, 2026 through June 30, 2027 (for employees hired on or after July 1, 2025)																
Grd		Step 1		2		3		4		5		6		7		8
9	FTE Hrly															Return to Table of Contents
10	FTE Hrly															
11	FTE Hrly															
12	FTE Hrly															
13	FTE Hrly															
14 14PS	FTE FTE Hrly															
15	FTE Hrly															
16 16PS	FTE FTE Hrly															
17	FTE Hrly															
18 18PS	FTE FTE Hrly															
19	FTE Hrly															
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22	FTE Hrly															
23	FTE Hrly															

This table is intentionally blank. It will be updated in accordance with Article 28, no later than June 30, 2026

APPENDIX D.1 | Year 4 Salary Schedule (FY 2027-28)

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Contracted Classified Salary Schedule Effective July 1, 2027 through June 30, 2028 (for employees hired prior to July 1, 2025)																		
Grd		Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
9	FTE Hrly	This table is intentionally blank. It will be updated in accordance with Article 28, no later than June 30, 2027																
10	FTE Hrly																	
11	FTE Hrly																	
12	FTE Hrly																	
13	FTE Hrly																	
14	FTE																	
14PS	FTE Hrly																	
15	FTE Hrly																	
16	FTE																	
16PS	FTE Hrly																	
17	FTE Hrly																	
18	FTE																	
18PS	FTE Hrly																	
19	FTE Hrly																	
20	FTE Hrly																	
21	FTE Hrly																	
22	FTE Hrly																	
23	FTE Hrly																	

APPENDIX D.2 | Year 4 Salary Schedule (FY 2027-28)

Contracted Classified Salary Schedule Effective July 1, 2027 through June 30, 2028 (for employees hired on or after July 1, 2025)																
Grd		Step 1		2		3		4		5		6		7		8
9	FTE Hrly															Return to Table of Contents
10	FTE Hrly															
11	FTE Hrly															
12	FTE Hrly															
13	FTE Hrly															
14 14PS	FTE FTE Hrly															
15	FTE Hrly															
16 16PS	FTE FTE Hrly															
17	FTE Hrly															
18 18PS	FTE FTE Hrly															
19	FTE Hrly															
20	FTE Hrly															
21	FTE Hrly															
22	FTE Hrly															
23	FTE Hrly															

This table is intentionally blank. It will be updated in accordance with Article 28, no later than June 30, 2027