

MANAGEMENT EMPLOYEES WORKING CONDITIONS 2019-20

Article 1- Statement of Purpose

- 1.1 The purpose of this statement is to set forth Lane Community College (College) employment policies pertaining to working conditions and compensation for management employees. The provisions of these guidelines and policies shall apply to all management employees.

ARTICLE 2 – DEFINITIONS

- 2.1 Management Employees: All management employees are exempt employees as defined by the Bureau of Labor and Industries (<http://www.oregon.gov/BOLI>).

- 2.1.1 President: The College President is the exclusive employee of the College Board of Education. The College President is not a “manager” covered by this management employees working conditions agreement. Senior administrative positions may be designated by the College President as exempt from coverage under this agreement. Effective 2019/2020, these include:

Provost & Executive Vice President
Vice President for Finance & Administration
Chief Human Resource Officer
General Counsel

The positions identified above shall be covered by individual agreements as approved by the College President.

- 2.1.2 Management Support Staff: Those employees who perform duties of a confidential nature involved in strategy for collective bargaining or negotiations, handling of confidential legal or personnel matters, and/or support for the President, Vice Presidents or Chief Officers in management support assignments.

- 2.1.3 Validity Period: These Working Conditions and all the provisions herein shall become effective on July 1, **2019**, and shall remain in effect until these terms and conditions are updated.

ARTICLE 3 – COLLEGE RESPONSIBILITIES

- 3.1 Classification and Compensation study: The College agrees a classification and Compensation study will be completed by June 30, 2020, to ascertain appropriate levels of compensation for management as compared to similar community colleges and to substantiate a salary structure for management compensation and benefits.
- 3.2 The College shall provide compensation and benefits to each management employee, except for the College administrators who are specifically excluded from this agreement (see above), in accordance with the policies outlined in this document,

and the College will abide by these policies concerning terms and conditions of employment.

ARTICLE 4 – RESPONSIBILITIES OF MANAGEMENT EMPLOYEES

- 4.1 It is the responsibility of each management employee to perform their duties as outlined in a College-approved (by the manager's immediate supervisor and HR) job description, to work in support of the **strategies**, goals and objectives of the College, and to administer and follow the policies and procedures adopted by the administration and/or the Board of Education
- 4.2 Job descriptions will be developed and maintained by the College in the official HR personnel file for each management position.

ARTICLE 5 - CONDITIONS OF EMPLOYMENT

5.1 Terms of Employment

- 5.1.1 Term of Employment: A management employee's employment shall be extended each year from July 1 until the following June 30, unless terminated or adjusted in some manner, as provided in these policies.
- 5.1.2 Probation: management employees are probationary for the first twelve months of regular assigned management employment. A probationary employee may be terminated at any time, for any reasons as determined by the College. Upon request, the employee shall be provided a written statement of such reason(s). Such reason(s) or grounds shall not be subject to the grievance procedures provided herein, or to other College grievance procedures and policies.
- 5.1.3 Management positions will be calculated and budgeted based upon the number of working months; 12 month = 1.0 FTE, 11 month = .917 FTE, and 10 month = .833 FTE.

5.2 Performance Evaluations

- 5.2.1 Each manager will be evaluated annually by their direct management supervisor.
- 5.2.2 Human Resources will facilitate and manage the manager performance evaluation process.
- 5.2.3 Human Resources shall receive the management performance review form from the supervising manager during the annual cycle in which the review is performed. Performance review process documentation and the forms are available on the Human Resources website.
- 5.3.4 The management employee shall have the right to reply to their evaluation with a written response to any evaluation and to have that response included in his or her personnel file. A copy of this written response will be sent to the employee's supervisor.

- 5.3.5 Each management employee shall be provided with an official signed copy of their performance evaluation.

5.3 Elimination of Positions

- 5.3.1 If a general fund management position is eliminated due to reorganization or financial exigency, no less than three months written notice of termination of employment shall be given to the employee. If the position is funded by other than the general fund (example: grant-funded management assignments), such notice shall be given not less than one month prior to termination of such funding.
- 5.3.2 After receiving written notice the manager shall be considered for any open management position for which the manager applies and is reasonably qualified. Determination of qualifications shall be at the sole discretion of the college. The manager shall also have the opportunity to request a change to a non-management assignment if a vacancy exists in a position for which the management employee is qualified. Any resulting reassignment to a non-management position shall be made in accordance with college procedures and all existing collective bargaining agreements.
- 5.3.3 The management employee who has received a written termination notice has the option of being placed on leave without pay through June 30 of the next fiscal year.
- 5.3.4 The management employee who has received a written non-renewal notice has the right to apply for use of tuition waivers through June 30 of the next fiscal year.

5.4 Reassignment

- 5.4.1 The college retains the right to change the duties, position, title or assignment of a management employee and/or to increase the management employee's compensation commensurate with a change in the manager's assigned duties during the contracted year.
- 5.4.2 If the temporary reassignment involves an increase in scope, salary levels can be negotiated at a minimum rate of 105% of the manager's current salary for the entire duration of the assignment.
- 5.4.3 If the temporary assignment becomes permanent, the position will be reviewed by Human Resources for placement on the management salary schedule.

5.5 Reclassification

- 5.5.1 When a request for reclassification of a manager on the salary schedule is initiated, the request shall be processed by Human Resources, and responded to within 60 calendar days from the day of submittal.

5.6 Discipline/Termination

- 5.6.1 Discipline: In the event of performance problems warranting administrative action, the management employee shall be given notice in writing by his or her immediate

supervisor indicating the period of occurrence, the circumstances and the action taken.

- 5.6.2 Termination for Cause: Management employees may be terminated at any time for cause. Cause shall include but is not limited to inadequate performance, insubordination, physical or mental incapacity, conviction of a crime involving moral turpitude, conviction of a felony, failure to comply with such requirements as the college may prescribe for professional growth, and willful failure to adhere to College and Board policy.
- 5.6.3 Permanent management employees (those who have completed one year of probationary service) shall be entitled to notice of charges and sanctions considered and shall be given an opportunity to refute them, either orally or in writing, before the president or her/his designee makes or recommends a final decision. An employee terminated for cause shall have a right to appeal such termination by following the grievance procedures outlined in Article 7, herein.
- 5.6.4 Other Terminations: If it is determined by the College President that it is not in the best interest of the college to continue a management employee for reasons other than reorganization (see 5.3.1 above), financial limitation or termination for cause, a minimum of four months written notice shall be given.
- 5.6.5 Nondiscrimination: These policies shall apply equally to all Lane management employees (except for those positions named in article 2.1.2 of this agreement which shall be governed by individual contracts) regardless of race, gender, age, marital status, sexual orientation, national origin, religion, disability, or any other circumstance extraneous to competence and ability to perform assigned tasks and responsibilities.

ARTICLE 6 - MANAGEMENT STAFF BENEFITS

- 6.1.1 Salary placement of a new manager above the 50th percentile will be at the President's discretion. At the President's request, Human Resources will review the new manager's relevant experience and qualifications. Human Resources will compare the internal equity of the current placement of managers and make a salary placement recommendation to the President.
 - 6.1.2 The Management Compensation study (2020) may result in adjustments of the salary schedule for managers and/or changes of the process for initial placement on the management schedule for all current and future management employees. Placement on the management salary schedule will not decrease management salaries.
- 6.2 Salary Adjustments
- 6.2.1 Base adjustments may include a step-equivalent increase to the manager's salary. All salary adjustments for managers are subject to the explicit approval of the College President.

- 6.2.2 Additional management salary adjustments may be determined annually by the college with the authorization of the College President.

6.3 Management Paid Leave

- 6.3.1 Vacation Leave: Management employees shall accrue paid vacation days at a rate of 16 hours per month. This rate of accrual shall be prorated for personnel employed less than full time. The unused portion of vacation leave may accumulate to a maximum of 240 hours. The 240-hour maximum accrual is effective on a calendar year basis, and all vacation leave balances in excess of 240 hours effective December 31, shall be forfeited. Vacation leave shall be used at a time mutually agreed upon by the employee and his or her immediate supervisor. The management employee may be denied the right to use all of the accumulated leave at one time. Under special circumstances, as determined by the president, management employees may be required to remain on duty and thus not use their vacation within the allotted time. Under these circumstances, the president may grant an extension of time for use of excess balances.
- 6.3.2 Unused accrued vacation up to 240 hours shall be paid out upon termination or retirement.
- 6.3.3 Civil Duty Leave: Management employees shall be granted leaves of absence for required jury duty, to serve as a witness at a trial or to exercise other civil duty under subpoena. In such circumstances, the employee shall remit to the college any amount received for such civil duty less expense and taxes so there is neither financial gain nor loss for the employee.
- 6.3.4 Sick Leave: Each management employee shall accrue 12 hours of leave per month employed for use when the employee is unable to work because of illness, injury or medical evaluation/treatment. The rate of accrual shall be prorated for management personnel employed less than full-time. The unused portion of sick leave shall accumulate for an unlimited number of years.
 - 6.3.4.1 Upon retirement, the value of the accumulated sick leave for each management employee shall be reported to PERS and used in accordance with Public Employee Retirement System procedures for the purpose of computing retirement benefits.
 - 6.3.4.2 Each management employee who is absent due to illness or injury may be required to keep her or his supervisor timely informed as to her or his health status and intentions to return to work. Managers intending to return from a leave of absence of less-than four months are expected to provide the College/HR with written notice at least 14 calendar days in advance of an intent to return to active status. Managers intending to return from a leave of absence that exceeds four months shall provide the College/HR notice in writing at least 60 calendar days in advance of an intent to return to active status.
 - 6.3.4.3 Upon becoming employed by the college, an employee shall be credited with sick

leave accumulated in other Oregon public employment in accordance with Public Employee Retirement System procedures for sick leave transfer.

6.3.5 Personal Leave: Each management employee may be granted up to 24 hours of personal leave with pay annually, to be awarded each year effective January 1.

6.3.6 Emergency Leave: In the case of a death, serious illness or accident involving a management employee's immediate family member(s), the employee may be granted up to 5 days leave with pay by her/his management supervisor with prior consultation to Human Resources. Up to 5 additional days paid leave may be granted by the college president, or her/his designee, upon written request to the president with a copy to Human Resources. The management employee shall provide the earliest possible notice of her/his emergency absence to her/his supervisor, to include timely notice to Human Resources. The management employee requesting emergency leave may be required to submit a written validation of the reason for the leave, For the purposes of this article, immediate family includes: parents, step-parents, spouse or domestic partner, children including step and foster, siblings, in-laws (mother, father, son, daughter, sister, brother), grandparents, grandchildren, or any person residing in the employee's household who is dependent upon the employee for care.

6.3.7 Military Training Leave: The College will provide, as specified by Oregon Revised Statute (or as required by federal law and administrative regulations) for up to 15 calendar days leave in a calendar year of which a maximum of eleven (11) days shall be paid leave for required service in the reserve components of the National Guard, Armed Forces, and Public Health Service. These military leave requirements may change subject to State and federal law.

6.4 Professional Leave and Professional Development with Pay

6.4.1 Professional Leave: The College will maintain a professional leave fund, with an annual allocation of \$10,000. The intent of the management professional leave fund is to provide an opportunity for managers to pursue professional leave or advanced study. Funds not expended shall be retained in the leave fund for the ensuing year. While a manager is on professional leave all benefits shall accrue to that employee as if the employee were working on the college premises. All leave requests for professional development purposes are subject to the approval of the manager's College supervisor/administrator in advance of the manager submitting the professional leave request for funding and in advance of the manager taking the leave for professional or advanced study purposes

6.4.2 Advanced Study: A management employee who is covered by this agreement and who has been employed at Lane Community College for at least one year and enrolls in a degree program that will benefit the college and results in a terminal degree (bachelor, master, and doctorate) may apply for reimbursement for tuition, fees and book expenses, up to a lifetime maximum of \$10,000. The MPDC shall establish the application process and primary criteria to be used for granting funds. The MPDC may establish a cap per manager per year.

- 6.4.2.1 Written approval in advance by the manager's immediate supervisor for advanced study needs to be obtained by the manager from their immediate college supervisor prior to the start of the course(s). Requests for leave may be denied if the supervisor/Vice President or President deems their absence to be a hardship to the college. All requests for professional leave must be submitted to the Vice President prior to submission to the committee. After completion of each course, a manager may apply for reimbursement for out-of-pocket tuition, fees and book expenses, up to a lifetime maximum of \$10,000. The annual award per employee may be capped and no single administrator may receive the entire annual advanced study allocation.
- 6.4.2.2 Management employees may request professional leave for activities such as: advanced study or exchange teaching, research or administration (example: Fulbright exchanges), or for professional development through study of business or industry. Requests for these types of professional leave may be denied if the supervisor/Vice President or President deems their absence to be a hardship to the college. All requests for professional leave must be submitted to the Vice President prior to submission to the committee.
- 6.4.2.3 A management Professional Development Committee (MPDC) consisting of at least three members, shall be established to make recommendations to the college president or a designee regarding professional leave requests. MPDC shall consult with the College President annually about membership on the professional development committee and the president shall appoint one member to this committee from the management group. The Vice Chair of the MSC shall serve as the chair of the MPDC, and at least one other member of MSC shall serve on The MPDC.
- 6.4.2.4 The College President shall be informed in advance of consideration by the MDPC committee about all Advanced Study requests and the College President shall have final approval of all professional leave requests that propose to exceed one week in duration.
- 6.4.2.5 Management employees on professional leave with pay shall receive up to 75 percent of their base salary in accordance with the actual salary for that employee. Computation of the leave salary shall be based upon the fiscal year in which the leave is taken.
- 6.4.2.6 Upon return from the professional leave, a management employee shall maintain their relative salary position plus any other benefits granted to all managers during the leave.
- 6.4.2.7 Upon return from the professional leave, a management employee shall remain at the college for a period of time equal to twice the length of leave taken, or shall return the salary and insurance premium

payment(s) paid during the leave. This reimbursement shall be prorated.

- 6.4.2.8 Details of the application process and selection criteria are provided on the management professional development website at www.lanecc.edu/pod.

6.4.3 Conferences, Workshops, and Short-term Training

The college budgets funds for the purpose of providing management employees an opportunity to attend conferences, workshops and short-term training. These funds will be available for activities considered separate from the leaves of absence without pay or professional leave with pay (read above). The annual college general fund budget for this purpose shall be \$40,000, subject to adjustment depending upon available funds in future years. The Management Professional Development Committee (MPDC) shall administer the funds for conferences, workshops, and short-term training in accordance with the established MPDC guidelines. All requests from managers for attendance at conferences, workshops or short-term trainings shall be subject to approval by the manager's immediate college supervisor, and/or the College Vice Presidents and President. The MPDC shall establish an application process and primary criteria to be used for granting these funds, and the application is available at www.lanecc.edu/pod.

6.5 Leaves Without Pay

- 6.5.1 College paid fringe benefits shall be discontinued for employees on unpaid leaves of absence beginning with the first full calendar month of the leave without pay. COBRA guidelines shall dictate continued coverage.
- 6.5.2 Military Leave: management employee shall be granted unpaid leave to serve in the Armed Forces if called to active service. Upon returning from active duty, the employee shall be placed at the same salary level that they would have achieved if they had not been called to active duty, or an equal position shall be made available upon return to the college within one week after the obligatory service is terminated. These unpaid leave guidelines for active duty service are also subject to compliance with applicable State and federal laws and regulations governing military leave.
- 6.5.3 Personal Leave Without Pay: A management employee may be granted a leave of absence without pay for up to one year. Requests for such leaves shall be in writing and shall establish sufficient justification for approval consideration. Such requests shall be submitted to the College president through the manager's immediate supervisor with sufficient time to allow for an adequate review. The College President and/her their designee may decline requests for a one year unpaid leave of absence if their assessment concludes such a leave is not in the best interests of the College. A response to requests shall be given to the management employee(s) reasonably in advance of the period for which the leave of absence is requested. Management employees returning from such leaves shall be returned to their previous position or to a position of equal pay provided they notify the College president in writing of their

intentions to return at least sixty days prior to the expiration of the unpaid leave of absence.

6.6 Other Staff Benefits

- 6.6.1 Holidays: Management employees shall receive the paid holidays as follows: New Year's Day, Martin Luther King Jr, Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, last working day before Christmas, first working day after Christmas except when Christmas falls on a Wednesday, in which case the following Thursday and Friday shall be observed as holidays. When Christmas falls on a Saturday or Sunday, it shall be observed on either the Friday before or the Monday following Christmas, as determined by the College. The intention is to provide three (3) paid days around Christmas including the date of December 25.
- 6.6.2 Tuition Waiver: Management employees and eligible family members shall be eligible for tuition-free classes not in conflict with the manager's responsibilities and according to the eligibility and use guideline set by the College and approved by the Board of Education (Appendix. C: Tuition Waivers).
- 6.6.3 Early Retirement: management employees hired into a management position prior to July 1, 1991, and who have completed at least one hundred twenty months of continuous service are eligible for early retirement benefits as described in Appendix D. Also eligible are managers who gave up faculty early retirement benefits in order to accept a management position, and managers who were hired into a classified bargaining unit position prior to July 6, 1986.
- 6.6.4 Family Medical Leave – OFLA/FMLA: Family medical leave shall be allowed in accordance with State and Federal statutes and the applicable DOL and BOLI administrative regulations. The College shall comply with State and Federal family medical leave guidelines concurrently in a manner that affords the employee the maximum allowable benefit of accrued leave and family medical leave. In evaluating a management employee's eligibility, the College uses the prior twelve month period to determine if an additional FMLA and/or OFLA leave is available. This is referred to as a "rolling backward" year for OFLA/FMLA eligibility, If any balance of the twelve weeks has not been used during the preceding twelve months, the eligible employee is entitled to use any of the remaining balance. For purposes of OFLA/FMLA, the definition of "immediate family" as stated in article 6.3.6 shall apply.

6.7 Insurance

- 6.7.1 The College and MSC leadership shall select health insurance plan(s) for which managers may provide input and which will be substantially equivalent to health insurance plans available to other College employee groups (faculty and classified employees).
- 6.7.2 Flexible Spending Section 125 Medical. The College shall provide employees access to a flexible spending Section 125 medical and dependent care savings program via

voluntary payroll deductions. The College shall pay the participation fees and the administrative fees to the third party administrator of the Section 125 flexible spending program. Employees must voluntarily renew their Section 125 elections every calendar year and the College shall provide an open enrollment period prior to each calendar year renewal of the Section 125 plan. Employees contributing \$240 or more annually to Section 125 accounts, shall receive an annual College contribution to their account in the following amounts: \$450.00 Employee Only, \$700.00 E + Spouse or E + Children, and \$900.00 Full Family.

- 6.7.3 The College shall make a contribution of \$24.99/month for managers to elect supplemental insurance coverage from supplemental insurance programs available through OEGB. College managers shall be responsible for the cost of supplemental insurance coverage they may elect that exceeds the College contribution of \$24.99/month per manager.

ARTICLE 7 – Complaint PROCEDURE

- 7.1 Definition: For the purpose of this document, a complaint about the MWCA is defined as a dispute between a management employee and the College arising out of the application or interpretation of a particular clause of this document.
- 7.2 Notice: Management employees will provide notice of a complaint within ten (10) working days of his or her knowledge of the decision or event that created the grievance.
- 7.3 Process:
- 7.3.1 Step 1: The complaint shall be discussed with the employee's immediate supervisor. If the grievance is not resolved within three (3) working days, the management employee may proceed to step 2.
- 7.3.2 Step 2: The complaint shall be described in writing, dated and signed by the management employee and shall include the following details:
- A statement of the complaint and the facts upon which it is based.
 - An attached copy of all the pertinent correspondence and/or other documents.
 - The sections of this document (MWCA) to which the complaint relates.
 - The remedial action requested.

The complaint and accompanying documents shall be filed with the employee's vice president within ten (10) working days of the failure of the resolution at Step 1, and the vice president or a designee shall respond in writing within ten (10) working days of receipt of the written information from the manager. If the response does not resolve the issue, the management employee may proceed to step 3.

- 7.3.3 Step 3: The complaint and all the accompanying documents shall be filed with the College President within ten (10) working days of the failure of resolution at Step 2. The College President or a designee shall respond in writing within fifteen (15) working days

of receipt of the information from Step 2. If the College President's response does not resolve the issue, the employee may proceed to Step 4.

- 7.3.4 Step 4: A written request for consideration of the Board of Education shall be filed with the Board at the Office of the President within ten (10) working days of the date of the written response of the College President or designee under Step 3 in the event of a failure of resolution at step 3. A request for consideration by the Board shall contain all of the information and materials specified in Step 2 and copies of all the correspondence and pertinent documents issued subsequent to that date. The request at Step 4 may, subject to the discretion of the management employee, include a summary of the argument for their position or request. The information submitted by the management employee and the statement of the College President's position with such other documentation as may apply shall be submitted to the Board for consideration during an Executive Session. The Board shall have the option of considering the matter on the record submitted, or the Board may conduct a hearing at which time testimony may be taken. The Board's decision shall be communicated to the complainant by the next (first) regular meeting of the Board following the Board's consideration of the matter in Executive Session. The Board's decision is the final step in this complaint procedure and the Board's decision shall be considered final.

Appendix A: By-Laws

By-Laws of the management Employees Group
Lane Community College

Updated February, 2009 and September, 2019

Membership

The management employees group consists of Lane Community College employees working one-half time or more in an administrative, supervisory or confidential capacity and are not a member of any other collective bargaining unit recognized by the Lane Community College Board of Education. Exceptions to membership in the management group are the College administrators referenced in sub-article 2.1 of this agreement.

The President of the College, as the sole employee of the Board of Education, is not a member of the Management Employees Group.

Committees

The Management Steering Committee (MSC) is an elected leadership committee of the management group. The primary function of the MSC is to represent the needs and interests of management employees with regard to salaries, benefits, and working conditions. In addition, the MSC is responsible for working with the Chief Human Resource Officer to maintain and update the Management Employees Working Conditions document and to work with senior College administrators to fill management vacancies on College committees and councils. The MSC may also provide assistance to individual managers who request help in negotiating retirement packages with the College President or a designee.

The MSC shall consist of five members and one ad-hoc member. Of these, one member shall be an appointee of the College President. There should also be a MSC member from Human Resources who is well-versed in College insurance plans and administrative processes. One member of MSC shall be from the College Finance or Budget Office, and be well-versed in the general fund budget process. Additional "at large" members shall be elected annually by the management employees group. The past Chairperson shall continue as an ad-hoc, non-voting member for one year. The Management Steering Committee shall have the responsibility for ensuring the members are elected in a timely manner each fall.

The management Professional Development Committee (MPDC) is the only standing committee of the MSC, and shall be chaired by the Vice-Chair of MSC. The MPDC shall consist of at least three members in addition to the Chair, and may include any member of the management employees group willing to serve. The appointee of the College President may also serve on the MPDC.

Officers

Officers of the MSC shall consist of the following and be elected annually by members of the management group at their first annual meeting.

A Chairperson who shall convene meetings and be generally responsible for ensuring the work of the MSC is completed in a timely way. The Chairperson shall be the primary contact for the College President on matters of salaries, fringe benefits, and working conditions.

A Vice-Chairperson who shall carry on the duties of the Chairperson in his or her absence, and service as the Chairperson of the Management Professional development Team.

A Recorder who shall record and distribute group and MSC proceedings to all managers in the group. The Recorder shall maintain all MSC records, meeting minutes and archives.

Amendments

Amendments to these bylaws shall be approved by a majority vote of a quorum of the management employees group. A “quorum” is defined as 70% of the membership of the manager’s group.

Appendix B: Family Tuition Waivers

The College shall provide tuition waivers to the family members of management employees as follows:

1. The legal spouse or domestic partner and dependents of active Management Employees shall be eligible to register for and take any credit courses offered by the College without charge for tuition.
2. For the purposes of this policy, “dependents” means IRS dependents or family members for whom the manager is the legal guardian.
3. There is no limit on the number of eligible family members who may make use of this benefit. There shall be no limit on the number of credits taken, collectively or individually, by the members of the manager’s family.
4. The College shall establish an administrative process for the pre-certification of eligible family members by management employees. This pre-certification must take place before the term begins and before the student registers for class(es). Tuition waivers will not be processed for students who are not pre-certified as family members of a College manager at the time of registration nor will they be processed retroactively for students who become certified after completing the registration process for class(es) in a given academic term. Tuition waivers for family members will only be honored when the tuition waiver request/form has been processed in advance of the family member completing registration for class(es) in a given academic term.
5. When a tuition waiver is utilized, it shall enable the student to take and receive credit for any course without paying the tuition associated with that course. The student shall be fully responsible for payment of all the general fees, registration fees, fitness center fees, student body fees, or associated costs, for all books and supplies. Non-credit classes that do not charge tuition, but rather charge “fees” for the non-credit course(s), are not eligible for use of the tuition waiver benefit.
6. This benefit shall terminate at the end of any terms during which the employee ceases to be an active management employee of the College.
7. Tuition is paid at the In-State tuition rate. See residency requirements at www.lanec.edu/cops/resident .

Appendix C: Early Retirement

C.1 Eligibility

The College shall provide the following benefits to management employees upon early retirement providing the employee: (1) Was hired into a management position prior to July 1, 1991: and (2) has completed at least one hundred twenty months of continuous service. Contracted faculty employees who give up eligibility for the faculty early retirement benefits in Order to accept a management assignment shall also be eligible for the management early retirement plan. In addition to the above, classified bargaining unit members hired before July 6, 1986 who were hired into a management position on or after July 1, 1991 shall be eligible for the management early retirement plan, provided they were continuously employed in a budgeted (.50 – 1.0 FTE) classified union position.

C.2 Early Retirement Insurance

Employee who elect to retire after reaching age fifty-eight but before reaching age sixty-five shall be eligible for early retirement insurance coverage. The College shall pay the premiums for the health insurance premiums for the standard health insurance plan that most managers are enrolled on. The College shall pay the premiums for employee's spouse or domestic partner for medical, dental and vision insurance. These benefits shall continue until the employee qualifies for Medicare. The College –paid premiums for benefits for the retiree and retiree's spouse or domestic partner under this provision shall not exceed \$365.35 per month. Premiums in excess of this amount shall be paid by the employee or adjusted by reduction in other benefits agreed upon herein.

C.2.1 Management employees who elect to retire before reaching age fifty-eight shall be eligible for the early retirement insurance described above if they have completed thirty years of credible service in the Oregon Public Employees Retirement System (PERS). Management employees who are less than fifty-five when they elect to retire shall have the cost of insurance premiums deducted from their early retirement stipend until they reach age fifty-five. Upon attaining age fifty-five, they shall begin paying premiums as outlined above. Management employees who elect to drop insurance coverage in order to receive the maximum monthly stipend under this early retirement option shall not be permitted to reestablish insurance coverage under any College plan at a later date.

C.2.2 When a retired ~~employee~~ manager qualifies for Medicare coverage, the employee may purchase group health insurance for self and/or spouse or domestic partner contingent Upon carrier approval. In the event of the death of the retired employee manager prior to the date the spouse or domestic partner qualifies for Medicare coverage, the spouse or domestic partner may continue to pay such coverage contingent upon carrier approval until he or she attains the age to qualify for Medicare coverage.

C.3 Early Retirement Stipend

Managers who elect to retire after reaching age fifty-eight but before reaching age sixty-five shall be eligible to receive a monthly stipend equal to 1.25% of their last regular monthly salary, multiplied by the number of months of continuous permanent employment up to 192 months divided by 12.

- C.3.1 The stipend shall continue for eight-four months or until the employee reaches the Age sixty-five, whichever comes first, and is not transferable to the employee's spouse or domestic partner or third parties in the event of the death of the employee. Management employees affected by increases in Social Security full retirement age may elect to receive stipend payments after age sixty-five. In such instances the total value of the regular stipend (described above) shall be reapportioned in equal monthly installments ending at the month the employee reaches the new Social Security full retirement age.
- C.3.2 Management employees who elect to retire before reaching age fifty-eight, shall be eligible to receive a monthly stipend calculated according to the formula described above if they have completed thirty years of credible service from the Oregon Public Employees Retirement System (PERS).
- C.4 **Vesting of Early Retirement**
Management employees hired before July 1, 1991 who have completed at least 120 months of continuous service to the College as permanent College employees and who have worked at least half-time during the 120 months shall be vested in the early retirement benefits described above in the event of layoff or medical disability. Once an employee is vested, that employee can draw the monthly benefits at normal retirement age as outlined above (See C.1 – C.3). Employees who terminate voluntarily before reaching the minimum age to qualify for the early retirement benefits or who are involuntarily terminated for reasons other than layoff or medical disability shall not be vested in the management early retirement program.
- C.5 **Tuition Waiver**
Employees electing early retirement shall be eligible for tuition-free credit classes on a space available basis. There is no minimum Lane Community College service requirement for managers who seek to use the tuition waiver benefit.
- C.6 **Monthly Benefit**
Managers who are vested in the management early retirement benefit and who retire prior to age fifty-eight (58) shall receive a pro-rated monthly benefit based upon the number of months until he/she reaches age sixty-five. The monthly benefit shall be calculated so that the actual costs for insurance premiums and/or monthly stipends do not exceed the costs the College would have incurred had the employee been age fifty-eight at the time of retirement.

Appendix D: Post Retirement Employment of Managers

The purpose of this appendix is to specify mandatory terms and conditions of employment (compensation and benefits) for employing interim and temporary managers at Lane Community College after such managers have officially retired from PERS covered employment. It is explicitly acknowledged by the College and such managers that retirement is a “break in Service” under PERS guidelines. Therefore, temporary and interim managers working in post retirement assignments for the College are not covered by the terms and conditions of the Management Working Conditions Agreement.

Post retirement employment in a temporary or interim management position is “at will” Employment and may not exceed 1039 hours in a calendar year (questions?). Post retirement Employment in management positions shall be for a specified duration not to exceed one academic year. Post retirement employment agreements may be extended from year to year by mutual agreement. Post retirement employment in management positions shall be for a specified number of hours at a specified wage to be established consistent with compensation guidelines below for the duration of the interim or temporary management assignment. These terms and conditions shall be specified in advance and reflected in a personnel action form (PAF).

Compensation:

Former Lane Managers: Post retirement employment of former Lane Community College managers as temporary or interim managers shall be compensated at an hourly rate. The hourly rate shall be based upon the final salary of the respective manager or the prospective interim management assignment (based upon internal equity), with that total gross salary then divided by 2080 hours (total gross/2018 hours = hourly rate). This formula shall establish the hourly rate for temporary or interim managers working post-retirement who were formerly employed as managers for Lane Community College.

Former Lane Faculty: Post-retirement employment of former Lane Community College faculty as temporary or interim managers shall be compensated at an hourly rate. The hourly rate shall be based upon the level 3 or level 4 management salary band benchmarks for the management position (depending upon internal equity comparisons), at the top (highest) of the second quartile on the management Salary Schedule, with that total gross salary then divided by 2080 hours (total gross/2018 hours = hourly rate). This formula shall establish the hourly rate for temporary or interim managers working post-retirement who were formerly faculty for the College.

Benefits:

Stipends: Former Lane Community College managers and faculty who work in post-retirement temporary or interim management assignments, and who are eligible for a monthly “early retirement stipend” under either the LCCEA contract (MOA June 30, 2002) or Management Working Conditions Agreement (Appendix C), shall continue to receive the early retirement stipend during the months they are employed by the College in post-retirement management assignments. Eligibility for the early retirement stipends is governed by the employment agreements referenced above.

Insurance: Former Lane Community College managers or faculty who work in post-retirement temporary or interim management assignments, and who are eligible for insurance benefits under the LCCEA contract or management Working Conditions Agreement, may retain their early retirement insurance coverage while working in post-retirement management assignments. The level of College contributions for early retirement insurance premiums shall remain the same as specified in the LCCEA contract (MOA June 30, 2002) and the Management Working Conditions Agreement (Appendix C). For former Lane managers or faculty who are working .50 FTE (20 hours/week) or more, and who are not eligible for the “early retirement” insurance under either the MCWA or the LCCEA Agreement, the College shall pay for the cost of employee only or two-party (Employee +1) coverage and the manager shall make the commensurate out-of-paycheck contributions for health insurance during the months of post-retirement employment. Managers and former faculty who are not eligible for “early retirement insurance” but who are working in post-retirement management assignments less than .50 FTE may self-pay the cost of insurance premiums while working in post-retirement temporary or interim management assignments.

Signed this _____ day of _____

Dr. Margaret Hamilton, President