

ARTICLE 11 – ASSOCIATION MATTERS

- 11.1 **Bargaining Unit Roster.** Within six (6) weeks of the commencement of each fall, winter, spring, and summer term, the College shall e-mail the Association an Excel-compatible list of all active members of the bargaining unit that includes their name, department, division, mailing address, birth month/year, date entering bargaining unit, position number, work email address, available personal email address, work phone number, office location, available home and cell phone numbers, PERS tier/OPSRP status, whether the assignment is permanent or temporary, employee identification number, salary step, insurance option, employee classification, and the percent of full time which they are to be employed for that quarter as reflected in the programmed database.
- 11.1.1 **New Hire Roster.** Within ten (10) days of hire, the College shall email the Association an Excel-compatible list of new bargaining unit members that includes their name, department, division, mailing address, birth month/year, date entering bargaining unit, position number, work email address, available personal email address, work phone number, office location, available home and cell phone numbers, PERS tier/OPSRP status, whether the assignment is permanent or temporary, employee identification number, salary step, insurance option, employee classification, and the percent of full time which they are to be employed for that quarter as reflected in the programmed database.
- 11.1.2 **New Hire Orientation.** The College shall provide the Association the right to meet with new employees for one (1) hour compensated time for both part-time and contracted faculty members within thirty calendar days from date of hire during new employee orientation or at individual or group meetings at times scheduled by the Association.
- 11.2 **Office Space.** An office on campus shall be available to the Association, including private phone, e-mail and internet access. No changes will be made to Association office provisions without notice and an opportunity to discuss and plan agreeable alternatives. The Association will reimburse minimum phone service fees.
- 11.3 **Association Leave.** Up to a total of eight (8) working days may be provided to members of the unit for the transacting of Association business. Determination of to whom the days are assigned shall be in control of the Association president. Such leave shall not be taken for purposes of local union governance. Substitute replacements required for grievance processing will be provided by the College on a case by case basis.

- 11.4 **Release Time for President, Negotiations Chair, Grievance Chair.** The Association president, negotiations chair, and grievance chair shall be given released time under the following provisions:

11.4.1 Upon request, the Association president, negotiations chair and grievance chair shall be granted an Association paid leave of absence from his/her normal faculty duties for the purpose of fulfilling the responsibilities of their Association office.

11.4.2 This leave may be in any amount up to fifty percent (50%) for the president, fifty percent (50%) for the negotiations chair during contract negotiations, and thirty-four percent (34%) each term each year for the grievance chair, except that the amount of the remaining regular faculty assignment must fit a logical assignment of work by the College. For example, a one or two class release would be acceptable, but a 1-1/2 class release might not since the College normally cannot reasonably assign fractions of classes.

11.4.2 11.4.3 In consideration of this leave, the Association will reimburse the College at the full replacement rate including salary, other payroll expenses, and benefits expenses.

- 11.5 **Release Time for Other Association Work Provided by Association.** Release time requests initiated by the Association beyond that specified in the above Article shall be granted according to the following provisions:

11.5.1 Upon request by the Association president, release time shall be granted an Association member from his/her normal faculty duties for the purpose of fulfilling Association responsibilities designated by the Association president, provided there is timely arrangement for adequate course coverage as determined by accepted department/division procedures.

11.5.2 This leave and the leave in Article 11.4 may not exceed fifty percent (50%) for any employee except as outlined in 11.5.2.1 or unless the Association and College agree to an exception.

11.5.2.1 Annualized 0.5 FTE Roundup. The purpose of the 0.5 FTE roundup is to allow Association release in 11.4 and 11.5 at a full 0.5 FTE for each academic year (fall, winter, and spring terms). Therefore, if the 0.5 FTE limit, when combined with the normal workload assignments in a department, results in an assignment of less than 0.5 FTE for an individual faculty member, the faculty member may receive release for one additional course an additional course or courses up to an annual maximum of 0.667 FTE.

11.5.3 In consideration of this leave, the Association will reimburse the College at the full replacement rate including salary, other payroll expenses, and benefits expenses. according to the following formula: The replacement cost, or if the replacement involves faculty at the contracted rate, replacement of that portion of the replacement at the Step 7 salary. Payment shall be made not later than May 1.

11.6 **Release Time to Represent the Association in Joint Association-Administration Efforts.** The College and Association, by the mutual consent of the Instructional vice-president(s) and the Association president, may establish joint Association-management structures (committees, project teams, task forces, councils, etc.) with work requirements for Association representatives that necessitate release time or credit-based assignment time.

11.6.1 Upon request of the Association president, Association representatives shall be granted a paid leave of absence from their normal faculty duties for the purpose of fulfilling the responsibilities of Association representative in established joint structures described in Section 11.6, unless a qualified person cannot be found to replace the Association representative on leave.

11.7 **Release Time for Association Business.** In the event release time is not appropriate for assignments in this Article, upon request of the Association president, Association representatives shall be granted an equivalent paid credit-based assignment for the purpose of fulfilling such responsibilities, providing appointments of part-time faculty requiring a temporary contracted position shall be made in accordance with Article 25.2. The Association will reimburse the College for actual costs, as defined in Article 11.4.3.

11.7.1 Association Overloads. Faculty overloads resulting from Association appointments that provide release time but which is not taken by the faculty member will, provided Association approval consistent with Articles 11.4, 11.5, 11.6, and 11.7, be compensated as overloads under the provisions of Articles 26.2.3, 26.3.3, and 32.4. The Association will reimburse the college the direct costs of the overloads, including salary, other payroll expenses, and benefits expenses. ~~direct OPE~~

11.8 **Nondiscrimination.** Faculty on leaves for Association business as defined in this Article will accrue college seniority and retain claims to job assignments in appropriate RIF unit(s) as if the leave had not occurred. A faculty member's eligibility for leaves, curriculum development, professional development, and other support and professional opportunities will not be negatively impacted due to leaves or credit-based assignments allowed in this Article.

11.9 **Communication.** Access to college resources for the purpose of communication by the Association includes use of college print shop, intercampus mail, e-mail, provision of a physical bulletin board space in a public location, links from the LCC website to the Association website, and use of college servers for the Association website.

11.10 **Meetings.** The Association may schedule all-faculty meetings on campus property or operated facilities through normal scheduling procedures free of charge. Faculty attendance at these meetings shall be voluntary. ~~The Association shall choose the time for its all-faculty meeting during the fall in-service, subsequent to and consistent with the college president's choice of time for his/her address to faculty. No other events for faculty may be scheduled during the Association's fall in-service all-faculty meeting.~~

11.11 **Information Requests.** Upon written request by the Association, the College shall, in a timely manner, provide information to the Association as required under the Public Employees Collective Bargaining Act (ORS 243.650 - ORS 243.806). ~~for the purposes of grievance investigation, bargaining, or within the domain of the Public Records Law (ORS 192.420).~~ Such written requests will be ~~simultaneously~~ submitted to the college labor relations representative or designee, Human Resources Department, and to the person/department ~~believed to have direct access to the information. The Association will receive notice of receipt of the request within five (5) working days, and an Association representative will be available to answer questions about the scope of the request during those five (5) working days. The provider shall provide an account of difficulties in providing the information if the time needed is expected to exceed the following guidelines: Five (5) working days from receipt of the request for information currently residing in departmental databases; Twenty (20) working days for information that requires original research or extensive calculation/correlation.~~

Faculty E-mail Distribution List. The College's will provide all addresses on the College faculty e-mail distribution list each term to ~~for~~ faculty shall be reviewed each term by the Association. ~~The Association shall submit a timely request and the College shall purge all non-faculty members from the official college faculty email distribution list.~~ All new faculty members shall be added to the list by the College within 30 days of hire. The Association is responsible for managing Association email distribution lists.