

# **MANAGEMENT EMPLOYEES WORKING CONDITIONS**

FY 2010-2012

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## **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 policies shall apply to all management employees.

## **ARTICLE 2 – DEFINITIONS**

- 2.1 Management Employees  
All management employees are exempt employees as defined by the Oregon Bureau of Labor and Industries ([http://www.oregon.gov/BOLI/TA/T\\_FAQ\\_Taclass.shtml](http://www.oregon.gov/BOLI/TA/T_FAQ_Taclass.shtml)).
- 2.1.1 Administrator: An employee of the college who is designated a management employee by the administration to include vice presidents, officers, deans, directors, supervisors, and managers.
- 2.1.2 Management Support Staff: Those employees who perform duties of a confidential nature involved with collective bargaining strategy, decisions and negotiations.
- 2.1.3 President: As used in this document, the president means the president of the college or a designee.
- 2.2 Validity Period: These Working Conditions and all the provisions herein shall become effective on July 1, 2009, and shall remain in effect until the Board of Education ratifies a revised set of Working Conditions.

## **ARTICLE 3 – COLLEGE RESPONSIBILITIES**

- 3.1 The college shall provide compensation and benefits to each management employee in accordance with the policies outlined in this document and abide by these policies as to terms and conditions of employment. Salary ranges shall be as set forth in Appendix A, which shall be reviewed annually.

## **ARTICLE 4 – RESPONSIBILITIES OF MANAGEMENT EMPLOYEES**

- 4.1 It is the responsibility of management employees to perform their duties as outlined in a college approved job description, to work in support of the goals and objectives of the college, to administer and follow the policies and procedures adopted by the administration and/or the Board of Education.

## **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 to the succeeding July 1 unless terminated 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 reason as determined by the college. Upon request, the employee shall be provided a written statement of such reason(s). Such reasons or grounds for termination shall not be subject to grievance procedures provided herein, or to other college grievance procedures and policies.
- 5.1.3 Management positions will be calculated and budgeted based on the number of working months as follows:
- 12 month 1.000 FTE
  - 11 month 917 FTE
  - 10 month .833 FTE

### **5.2 Evaluation**

- 5.2.1 Each manager will be evaluated on a rotating basis every two years.
- 5.2.3 Human Resources will facilitate and manage the evaluation process.
- 5.2.3 Human Resources will receive Performance Review forms from the reviewing manager during the year in which a review is performed. Performance review process documentation and the forms are available on Human Resources website.
- 5.2.4 The management employee shall have the right to respond 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 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, such notice shall be given not less than one month prior to termination of such funding.

- 5.3.1.1 After receiving written notice the employee shall be considered for any open management position for which the employee applies and is reasonably qualified. Determination of qualification shall be at the sole discretion of the college. The employee 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.
- 5.3.1.2 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.
- 5.3.1.3 The management employee who has received a written non-renewal notice has the right to the tuition option for the employee only 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 during the contracted year.
  - 5.4.1.1 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.
  - 5.4.1.2 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 within 60 calendar days from the date 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 Board policy.
- 5.6.3 Permanent management employees 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 his or her authorized designee makes or recommends a final decision. An employee terminated for cause shall have the right to appeal such termination by following the grievance procedures contained in Article 7, herein.

- 5.6.4 Other termination: If it is determined by the administration that it is not in the best interest of the college to continue a management employee for reasons other than reorganization, financial limitation or termination for cause, a minimum notice of six months shall be given.
- 5.6.5 Nondiscrimination: These policies shall apply equally to all LCC management employees 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 Salary Placement**

- 6.1.1 Salary placement for new managers is determined by Human Resources based on the Salary Schedule (Appendix A). Human Resources may place a new manager at up to the 50<sup>th</sup> percentile of a specified salary range, based upon the new managers' experience and qualifications.
- 6.1.2 Salary placement of a new manager above the 50<sup>th</sup> percentile will be at the President's discretion. Human Resources at the President's request will review the new manager's relevant experience and qualifications and compare the internal equity of the current placement of managers and make a recommendation to the President.

### **6.2 Salary Adjustments**

- 6.2.1 Base adjustments include a 1.8% step-equivalent increase to the manager's salary.
- 6.2.2 Additional management salary adjustments may be determined annually by the college.

### **6.3 Leaves with Pay**

Management employees shall be provided the following benefits during any period of paid leave of absence.

- 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. 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 shall grant an extension of time for use of excess balances.

- 6.3.1.1 Unused accrued vacation up to 240 hours shall be paid out upon termination or retirement.

- 6.3.2 Civil Duty Leave: Management employees shall be granted leaves of absence for required jury duty, to serve as witness at a trial or to exercise other civil duty under

subpoena. In such instances, the employee shall remit to the college any amount received for such civil duty less expenses and taxes so there is neither financial gain nor loss to the employee.

6.3.3 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. This rate of accrual shall be prorated for personnel employed less than full time. The unused portion of sick leave shall accumulate for an unlimited number of years.

6.3.3.1 Upon retirement, the value of the accumulated sick leave shall be used in accordance with Public Employees Retirement System procedures for the purpose of computing retirement benefits.

6.3.3.2 Each employee who is absent due to illness or injury may be required to keep his or her supervisor informed as to his or her health status.

6.3.3.3 Upon becoming employed by the college, an employee shall be credited with sick leave accumulated in other Oregon public employment in accordance with Public Employees Retirement System procedures for sick leave transfer.

6.3.4 Personal Leave: An employee may be granted up to 24 hours personal leave with pay, granted January 1, annually.

6.3.5 Emergency Leave: In the case of death, serious illness or accident in the employee's immediate family, the employee may be granted up to 5 days leave with pay by his/her supervisor. Up to an additional 5 days paid leave may be granted by the president upon written request. The employee shall provide the earliest possible notice of his or her absence to his/her supervisor. He or she 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 ~~same-sex~~ 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.

6.3.6 Military Training Leave: The College will provide, as specified in Oregon Revised Statutes, for up to 15 calendar days leave in any calendar year of which a maximum of eleven shall be paid leave for required service in the reserve components of the National Guard, Armed Forces, and Public Health Service.

#### 6.4 Professional Leave and Development

##### 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.

6.4.1.1 Management employees may be granted professional leave on the basis of one month of leave eligibility for each year of continuous college employment at half time or more up to twelve months of maximum eligibility at any one time. The number of management employees on professional leave at any one time will be limited to two per term, unless approved by the president.

- 6.4.1.2 When a professional leave has been taken, the employee's years of college employment for the purpose of computing future professional leave eligibility are reduced by one year for each month of professional leave taken.
- 6.4.1.3 Management employees may utilize professional leave for activities such as: advanced study, exchange teaching or administration, professional improvement through study of business or industry or as an employee or intern, or research related to one's area of responsibility.
- 6.4.1.4 A Management Professional Development Committee (MPDC), consisting of at least three members, shall be established to make recommendations to the president or a designee regarding professional leave requests. The president shall appoint one member from the management group. The vice chair of the MSC shall serve as chair of the MPDC, and at least one other member of the MSC shall serve on the MPDC.
- 6.4.1.5 The president shall have final approval of all professional leave requests.
- 6.4.1.6 Management employees on professional leave with pay shall receive up to 75 percent of their base salary in accordance with the salary line budgeted for that employee. Computation of the leave salary shall be based on the salary of the fiscal year in which the leave is taken.
- 6.4.1.7 Upon return from professional leave with pay, management employees shall maintain their relative salary position plus any other benefits granted during the leave.
- 6.4.1.8 Upon return from professional leave, a management employee shall remain at the college for a period of time equal to twice the length of the leave taken, or shall return the salary and insurance premium payment paid during the leave. This reimbursement shall be prorated.
- 6.4.1.9 Details of the application process and selection criteria are provided on the management professional development website [www.lanec.edu/pod](http://www.lanec.edu/pod).

#### 6.4.2 Advanced Study

- 6.4.2.1 A management employee 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.
- 6.4.2.2 The management employee shall maintain a full work load less any paid professional leave, missing no more than a maximum of five hours per week to attend classes unless additional hours are needed, which may be approved by the president. For every three years of full-time employment, management employees may earn one hour of paid leave per week to attend classes. This option may not exceed five hours.
- 6.4.2.3 Approval for advanced study needs to be obtained prior to the start of the course (s). 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.

#### 6.4.3 Conferences, Workshops, Short-Term Training

The college shall make funds available for the purpose of providing management employees an opportunity to attend conferences, workshops, and short-term training. These funds will be for activities considered separate from leaves of absence without pay or professional leaves with pay. Any funds not expended will be retained in the account for the ensuing year. The annual college general fund budget shall provide \$40,000 for this purpose. The Management Professional Development Committee (MPDC) shall administer conferences, workshops, and short-term training funds in accordance with the established guidelines. The MPDC shall establish the application process and primary criteria to be used for granting funds, available at [www.lanecc.edu/pod](http://www.lanecc.edu/pod).

#### 6.5 Leaves Without Pay

6.5.1 College paid fringe benefits shall be discontinued for employees on unpaid leave of absence beginning with the first full calendar month of leave without pay. Consolidated Omnibus Reconciliation Act (COBRA) guidelines shall dictate continued coverage.

6.5.2 Military Leave: Management employees shall be granted unpaid leave to serve in the Armed Forces if called into active service. Upon returning from active duty, the employee shall be placed at the same salary he or she would have achieved if not called to active duty, or an equal position shall be made available upon return to the college within one month after obligatory service is terminated.

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. Such requests shall be submitted to the president through the employee's supervisor in such time as to allow adequate review. Response to such a request shall be given to management employees 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 president in writing of their intentions to return at least sixty days prior to the expiration of the leave.

#### 6.6 Other Staff Benefits

6.6.1 Holidays: Management employees shall receive 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 paid holidays at Christmas.

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 guidelines for eligibility and use determined by the college and approved by the Board of Education. (See Appendix C: Family Tuition Waivers.)

6.6.3 Early Retirement: 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 Insurance

- 6.6.4.1 Management employees working half time or more shall be eligible for full family medical, dental and vision insurance coverage and employee-only life and long-term disability coverage.
- 6.6.4.2 Management employee contributions will be paid according to the extent described in Appendix B.
- 6.6.4.3 Employee paid long-term disability insurance to provide 66 2/3% of gross income after ninety (90) calendar days, not to exceed the limits of the plan. Eligible classified employees may "buy-up" additional long-term disability coverage at their own expense via annual enrollment procedures. These premiums are to be paid by the individual employee on a post-tax basis via payroll deductions based upon LTD enrollment decisions.

#### 6.6.5 Family Medical Leave – OFLA/FMLA

Family medical leave shall be allowed in accordance with State and Federal statutes and relevant Oregon Bureau of Labor administrative regulations. The College shall comply with state and federal family medical leave guidelines concurrently in a manner that affords employees the maximum allowable benefit of accrued leave and family medical leave. In evaluating an 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 6.2.5 shall apply.

### **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.1 Definition: For the purpose of this document, a grievance 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 grievance within ten working days of his or her knowledge of the event. The president has the authority to waive this requirement for extenuating and extraordinary circumstances.
- 7.3 Process:
  - 7.3.1 Step 1: The grievance shall be discussed with the employee's immediate supervisor. If the grievance is not resolved within three working days, the employee proceeds to Step 2.
  - 7.3.2 Step 2: The grievance shall be described in writing, dated and signed by the employee and shall include the following:



- A statement of the grievance and the facts upon which it is based.
- An attached copy of all-pertinent correspondence and/or documents.
- The section(s) of this document to which the grievance relates.
- The remedial action requested.

The grievance and accompanying documents shall be filed with the employee's vice president within ten working days of the failure of resolution at Step 1 and the vice president or a designee shall respond in writing within ten working days of receipt. If the response does not resolve the issue, the employee may proceed to Step 3.

- 7.3.3 Step 3: The grievance and all accompanying documents shall be filed with the president within ten working days of the failure of resolution at Step 2. The president or a designee shall respond in writing within fifteen working days of receipt. If the 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 by the Board of Education shall be filed with the board at the Office of the President within ten working days of the date of the written response of the president or designee under Step 3 in the event of the failure of resolution at Step 3. A written request for consideration by the board shall contain all of the information and materials specified in Step 2 and copies of all correspondence and pertinent documents issued subsequent to that date. The request may, at the discretion of the employee, include a summary of argument for his/her position. The information submitted by the employee and a statement of the 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 holding a hearing at which time testimony will be taken. The board's decision shall be communicated to the grievant by the first regular meeting following consideration. The board's decision is the final step in the grievance procedure.

## APPENDIX A: SALARY SCHEDULE & TABLE

**Lane Community College  
Management Salary Schedule  
2010-2012**

|                 |                           |
|-----------------|---------------------------|
| <b>Band 1</b>   | <b>\$28,800 - 52,800</b>  |
| <b>Range 1A</b> | <b>\$31,200 - 45,600</b>  |
| <br>            |                           |
| <b>Band 2</b>   | <b>\$34,800 - 64,800</b>  |
| <b>Range 2A</b> | <b>\$42,300 - 57,300</b>  |
| <b>Range 2B</b> | <b>\$46,800 - 61,800</b>  |
| <br>            |                           |
| <b>Band 3</b>   | <b>\$42,300 - 79,800</b>  |
| <b>Range 3A</b> | <b>\$51,675 - 70,425</b>  |
| <b>Range 3B</b> | <b>\$57,300 - 76,050</b>  |
| <br>            |                           |
| <b>Band 4</b>   | <b>\$51,675 - 98,550</b>  |
| <b>Range 4A</b> | <b>\$56,363 - 84,488</b>  |
| <b>Range 4B</b> | <b>\$61,050 - 89,175</b>  |
| <br>            |                           |
| <b>Band 5</b>   | <b>\$63,393 - 121,987</b> |
| <b>Range 5A</b> | <b>\$72,182 - 116,128</b> |
| <br>            |                           |
| <b>Band 6</b>   | <b>\$78,042 - 161,049</b> |
| <b>Range 6A</b> | <b>\$85,566 - 133,217</b> |

## APPENDIX B: INSURANCE

### Medical, Vision and Prescription coverage provided by PacificSource Health Plans

**Medical:** PacificSource Preferred Provider Option (PPO) plan. **To receive maximum benefits, it is important to use In-Network PPO providers.** In-Network benefits include an annual deductible of \$200 per person, or \$400 for family coverage, with an annual out-of-pocket maximum of \$1500 per person. In-Network office visits have a \$25 co-payment. Out-of-Network benefits include an annual deductible of \$400 per person, or \$900 for family coverage, with an annual out-of-pocket maximum of \$2250 per person. Out-of-Network office visits are charged at 40% after deductible. A list of in-network providers included in the Preferred PSN plan can be accessed online at [www.pacificsource.com](http://www.pacificsource.com).

**Vision:** In-Network benefits include one eye exam every calendar year paid at 100%. Out-of-Network benefits include one eye exam every calendar year paid at 100%, up to a maximum of \$64.50.

### Dental Coverage Provided by Oregon Dental Service (ODS) or Willamette Dental

**ODS Coverage:** Preventative services are paid at 100%; restorative services are paid at 80% after a \$25 deductible; major services are paid at 60% after a \$25 deductible. Annual maximum benefit is \$2000 in paid benefits (by ODS) per member per calendar year. No orthodontia coverage. This coverage is administered through OEA Choice Trust.

**Willamette Dental Coverage:** Preventative, restorative and major services are paid at 100% after a \$10 office visit co-payment. No annual maximum benefit applies. Orthodontia coverage is paid at 100% after a one-time \$1500 orthodontia co-payment and a \$10 office co-payment per visit.

### Monthly Contribution Summary for Medical, Vision and Dental Insurance

Employee pre-tax payroll deduction for PacificSource Medical, Vision & Rx with

| <u>Coverage Level</u>  | <u>ODS Dental</u> | <u>Willamette Dental</u> |
|------------------------|-------------------|--------------------------|
| Employee Only Coverage | \$8.63            | \$0.00                   |
| Employee + 1 Coverage  | \$121.34          | \$98.08                  |
| Full Family Coverage   | \$154.93          | \$117.14                 |

Employer contribution for PacificSource Medical, Vision & Rx with

| <u>Coverage Level</u>  | <u>ODS Dental</u> | <u>Willamette Dental</u> |
|------------------------|-------------------|--------------------------|
| Employee Only Coverage | \$639.69          | \$634.75                 |
| Employee + 1 Coverage  | \$1346.56         | \$1344.56                |
| Full Family Coverage   | \$1687.13         | \$1683.94                |

## **APPENDIX C: 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 course 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 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 members of a 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 the class (es). Tuition waivers will not be processed for students who are not pre-certified as family members at the time of registration nor will they be processed retroactively for students who become certified after completing the registration process.
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 general fees, registration fees, fitness center fees, student body fees, other associated costs, and for all books and supplies.
6. This benefit shall terminate at the end of any term 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.lanecc.edu/cops/resident](http://www.lanecc.edu/cops/resident).

## **APPENDIX D: EARLY RETIREMENT**

### **D.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 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 employees hired before July 6, 1986 who are 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 classified unit position.

### **D.2 Early Retirement Insurance**

Employees 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 insurance benefits described in Appendix B (excluding long-term disability) and the college shall pay 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.

D.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 creditable 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.

D.2.2 When a retired employee qualifies for Medicare coverage, the employee may purchase group health insurance coverage for self and/or spouse or domestic partner contingent upon carrier approval. In the event of the death of the retired employee 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.

### **D.3 Early Retirement Stipend**

Employees 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 full months of continuous permanent employment up to 192 months divided by 12.

D.3.1 The stipend shall continue for eighty-four months or until the employee reaches the age of sixty-five, whichever comes first, and is not transferable to the employee's spouse or domestic partner or third parties in the event of death of the employee. Management employees affected by increases in the 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.

D.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 creditable service from the Oregon Public Employees Retirement System (PERS).

D.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 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 Early Retirement Paragraph D.1-D.3.2). Employees who terminate voluntarily before reaching the minimum age to qualify for early retirement benefits or who are involuntarily terminated for reasons other than layoff or medical disability shall not be vested in the program.

D.5 Tuition Waiver

Employees electing early retirement shall be eligible for tuition-free classes on a space available basis. There is no minimum Lane Community College service requirement for the tuition waiver benefit.

D.6 Monthly Benefit

Managers who retire prior to age fifty-eight (58) shall receive a pro rated monthly benefit based on the number of months until he/she reaches age sixty-five (65). 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 (58) at the time of retirement.

## APPENDIX E: POST RETIREMENT

The purpose of this appendix is to specify the 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. 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 on 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 (internal equity), with that total gross salary then divided by 2080 hours (total gross/2080 hours = hourly rate). This formula shall establish the hourly rate for temporary and 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 (depending on internal equity comparisons), at the top of the second quartile on the Management Salary Schedule, with that total gross salary then divided by 2080 hours (total gross/2080 hours = hourly rate). This formula shall establish the hourly rate for temporary and interim managers working post-retirement who were formerly faculty for the college.

It is explicitly understood that temporary and interim managers are not eligible for retroactive COLA compensation adjustments during a given academic year.

### **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 (Article 6.5.3.2), 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 (Article 6.5.3.1.1). For former Lane Community College managers and faculty who are working .5 FTE (20 hours/week) or more, and who were not eligible for the "early retirement" insurance under either the MWCA or LCCEA Agreement, the

College shall pay the cost of employee only or two-party (employee +1) coverage and the manager shall make the commensurate out-of-paycheck employee contributions for health insurance during the months of the 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 .5 FTE may self-pay the cost of insurance premiums while working in post-retirement temporary or interim management assignments.



## **APPENDIX F: BY LAWS**

### Bylaws of the Management Employees Group Of Lane Community College

Updated February, 2009.

#### Membership

The management employees group consists of Lane Community College employees working half time or more in an administrative, supervisory or confidential capacity and not a member in any other collective bargaining unit recognized by the Lane Community College Board of Education.

The President of the college, as the representative of the Board of Education, is not a member of the Management Employees Group. College Vice Presidents may also choose to be exempt from membership.

#### Committees

The Management Steering Committee (MSC) is an elected leadership committee of the management employees 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 maintaining and updating the Management Employees Working Conditions document and filling management vacancies on college committees and councils. The MSC may also provide assistance to individual managers who request such help in negotiating retirement packages with the President or designee.

The MSC shall consist of five members and one ad-hoc member. Of these, one member shall be from Human Resources who is well versed in college insurance plans and administration process. One member shall be from College Finance or the Budget Office, and be well versed in the general fund budget process. Three 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 subcommittee of the MSC, and shall be chaired by the Vice-Chair of the 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.

#### 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 all 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 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 serve as Chair of the Management Professional Development Team.

A Recorder who shall record and distribute group and MSC proceedings. 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.