

Mt. Hood Community College District  
Agreement with Mt. Hood Community  
College Classified Association

July 1, 2019 – June 30, 2023

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## ARTICLE 1: DEFINITIONS

- A. Classified employees are defined as regular classified employees who work in excess of 1000 hours in a fiscal year except positions included in other bargaining units or excluded in the Public Employee Collective Bargaining Act. Employees who work 1000 hours or less per fiscal year are defined as part-time employees and are not considered members of the association.
- B. The term “days” when used in this Agreement, unless otherwise indicated, means working days; thus weekends, holidays, and management non-service days are excluded.
- C. A probationary employee is defined as a new employee who has not completed 130 days (excluding overtime) of work within a nine (9) month calendar period, subject to the provisions of Article 4.B. Probationary employees are excluded from the Agreement when specifically mentioned.
- D. “Seniority” for purposes of this Agreement is determined by the length of an employee’s continuous employment with the College in a position covered by this Agreement. Continuous service is determined by the date the employee began to work at the College in a position covered by this Agreement. If employment is interrupted by layoff lasting less than one (1) year, then the employee is recalled, the employee will resume accruing seniority at the level at the time of layoff. In all other cases a break in employment in a position covered by this Agreement will result in loss of all association seniority. Leave for military service will not negatively impact seniority.
- E. The salary range represents the level where the employee’s position was placed on the salary schedule when hired. Your range will remain the same unless you go through the reclassification process. This can be found vertically on the Classified Salary Schedule.  
A step represents where the employee is placed on the salary schedule. The steps are A – L. The employee’s step can change every year until they reach the maximum step for their range. The range can be found horizontally on the Classified Salary Schedule.
- F. Red Circle: When an employee’s pay rate is above the established maximum of the range for the classification. An employee whose pay is red-circled is not eligible for pay increases, including step increases and cost of living adjustments (COLA), until their pay rate falls within the established range again.
- G. Straight Time: Regular hourly wage
- H. Double Time: Straight Time x 2
- I. Lateral Transfer: Transferring between positions in the same salary range.

## **ARTICLE 2: RECOGNITION**

- A. The College recognizes the Association as the exclusive bargaining agent for the Classified employees in negotiations with the College, with respect to wages, hours and conditions of employment, at any of the College's work locations during the existence of this Agreement.
- B. Granting of recognition is not to be construed as obligating the College in any way to continue any functions or policies.
- C. The College agrees to minimize the hiring of part-time employees and not use such employees when classified employees may be hired and employed to do the work. The College reserves the right to make these decisions based on budgetary and operational requirements

## ARTICLE 3: COLLEGE PREROGATIVES

- A. It is the intention hereof that all the rights, powers, prerogatives, and authorities that the College had prior to the signing of this Agreement are retained by the College except those delegated, granted, or modified by this Agreement, and only to the extent that they are specifically abridged.
- B. It is understood and agreed that the College has all the customary and usual rights, powers, functions, and authority of management, unless expressly limited by this Agreement.
- C. The College has the sole right, at its own discretion, unless otherwise expressly provided by the terms and conditions of this Agreement, including the following:
  - 1. To determine the number of employees to be employed in each department or division, operation, or shift, and in the College as a whole.
  - 2. To establish, change, or modify Board Policies and College Regulations.
  - 3. To increase or diminish, change or discontinue operations or programs, in whole or in part.
  - 4. To create, combine, or eliminate any position that in its judgment is deemed necessary. The College will notify the Association of such changes in a timely manner. The Association shall have five (5) days to respond prior to implementation.
  - 5. To hire, suspend, discharge, promote, demote, transfer, and discipline employees.
  - 6. To discharge any employees at any time for cause in accordance with the provisions set forth in Board Policies and College Regulations, or as stated in this Agreement.
  - 7. To lay off employees at any time for financial or other justifiable reasons.
  - 8. To authorize temporary work or part-time help for a designated period of time not connected with the regular operation of the College, to be performed by any outside person, firm, or corporation whatsoever, selected by the College.
  - 9. To judge the efficiency and competency of all employees in the performance of their assigned work.
  - 10. To determine and direct employees in their duties and increase or change the content or substance of any assignment, which is not limited by any other provision(s) of this Agreement, provided such change does not thereby make the assignment more than a reasonable full-time assignment. The Association has the right under the grievance procedure to question whether any such

change or increased job (assignment) has become more than a reasonable full-time job.

11. To determine the financial policies of the College, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
  12. To determine the management, supervisory, or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.
  13. To maintain control and use of the school systems, property, and facilities.
  14. To determine rules or measures for safety, health, and property protection when legal responsibility of the College or other government unit is involved.
    - a. The employer agrees to adhere to all applicable Health and Safety laws.
    - b. Prior to seeking redress through the grievance procedure for allegations that employee health and safety has been compromised, employees shall utilize existing college procedures to report their concerns.
    - c. Employees reporting concerns may be assisted by a representative of the Association.
- D. The College shall adhere to state law in the event that it determines that it may wish to contract or subcontract work performed by members of the bargaining unit. The College agrees to bargain the decision and the impact of any proposed subcontracting, if the Association demands to bargain within ten (10) days of the written notice of the College's intent. If time constraints do not allow for a 10-day window, the College will inform the CEA of the urgency and provide an explanation as to the urgent need. However, notwithstanding the notice provisions, the parties recognize the College will continue to utilize a temporary agency or other third party for coverage or to backfill of a CEA position as it has historically done.

The Association will have the opportunity to present its views on the proposal before a final decision by the College President.

## ARTICLE 4: RECRUITMENT AND SELECTION

- A. The College makes it a practice to hire existing employees and encourages members to consider opportunities for advancement.
- B. Members who have not yet completed their new employee probationary period will not be considered internal applicants for the purposes of this article.
- C. At the discretion of the College, an employee may not be eligible for transfer if the employee was subject to discipline or on a Performance Improvement Plan within the previous twelve (12) months.
- D. The College shall notify the Association and all its members via email of Classified positions that are open for recruitment and for which existing employees may apply. At the discretion of the College, a position may be advertised for five (5) days either internally only, or internally and externally concurrently.
- E. Internal Applicant Process
  - 1. All Association applicants who meet minimum qualifications, as determined by Human Resources, will be offered an interview.
  - 2. If an Association applicant is deemed not to meet minimum qualifications, they will be given two (2) business days to provide supplemental information to show why they meet minimum qualifications.
  - 3. When two (2) or more qualified internal applicants have been interviewed for the position, the manager will offer the position to one (1) of the candidates without consideration of external applicants. In the case that the members are equally qualified after the interview, the manager will hire the employee with the most seniority.
  - 4. In the event there are two (2) or more of the same position open for recruitment simultaneously, and two (2) internal candidates apply and interview, the manager will offer the position to both qualified internal applicants without consideration of external applicants.
  - 5. When one (1) qualified internal applicant has applied for the position, the member will be interviewed along with external applicants. In the case that the internal candidate is equally as qualified to the external candidate(s) after the interview, the manager will give preference to the member.
  - 6. In the event the internal applicant is not selected, and an external applicant is hired for the open position, the internal applicant may request feedback on their application materials and interview from Human Resources or the hiring manager.
- F. Probationary Periods

1. Internal applicants accepting a different position will serve a probationary period of thirty (30) work days.
  - a. If, during this period, the College determines that an employee is unable to perform satisfactorily in the new position after a performance review, the employee will have the option of reverting to the employee's previous position. Performance review is not subject to the grievance procedure.
  - b. The employee may elect to return to their previous position at any time during the probationary period. The employee must give five (5) working days' written notice to their current manager and Human Resources.
  - c. If the employee leaves the position for any reason during the probationary period, the position will be re-opened.
2. External applicants accepting a position will serve a probationary period of one hundred thirty (130) working days prior to appointment as a regular employee by the college appointing authority.
  - a. The employee may be terminated for any reason during the probationary period.
  - b. The employee must be given the regular appointment or be terminated no later than the ending date of the employee's probationary period.
  - c. If the employee is not notified otherwise by the probationary period ending date, the appointment as a regular employee is presumed.
  - d. Probationary periods are not subject to the grievance procedure.
  - e. Probationary Review – Each probationary employee will be reviewed by the end of their probationary status.

G. Provided Educational and Occupational Development

1. The College values its Classified members and makes it a practice to provide educational and occupational development opportunities to support the training and professional development of employees. Such opportunities may include but not be limited to: on-the-job training, developmental work assignments, participation in mentoring programs, appointment to committees, cross training, educational stipends and participation in professional conferences, institutes and workshops.
2. For opportunities directed or requested by the College, employees shall be released from other duties without loss of pay or benefits. Additional



assistance may be provided to the employee for registration or tuition, fees, education leave with pay, travel and per diem at prevailing rates.

- H. The Association retains the right to request a lateral transfer of an Association member in collaboration with Human Resources when it is in the best interest of the employee and the College. Managers will collaborate with the Association prior to any transfer.

## **ARTICLE 5: CLASSIFICATION AND RECLASSIFICATION**

### **A. Classification of a Position**

Any new, redesigned, or existing position with a substantive modification must have a classification review by the Human Resources office, approved by the line of supervision, and approved by the appropriate vice president or administrator prior to implementation.

The Human Resources office will maintain a job classification system of positions.

### **B. Reclassification of a Position**

#### **1. College-Initiated**

- a. At any time, Human Resources may review the classification of any position at the College.
- b. If Human Resources determines that the current classification is not appropriate they will to develop a plan to either reclassify the position or revert the position to duties that are within the scope of the current classification.
- c. The entire process must follow the standard procedure as defined by Human Resources. It is the intent of the College that this process be completed within forty-five (45) days from notification to the employee of an approved change. Extension of timelines may be granted upon mutual agreement between the Association and Human Resources. The employee will be notified of any extension.

#### **2. Employee-Initiated**

- a. An Association member may initiate a request for reclassification of their current position. The Reclassification Request forms can be obtained from Human Resources and need to be completed for consideration by Human Resources.
- b. A request for reclassification of a position will be approved only if the current job duties are substantially different from the employee's current position description as determined by Human Resources. Substantial differences in new responsibilities may be the result of (1) significant change in program or service(s), (2) staffing changes, or (3) reorganization.
- c. The supervisor will review the employee initiated request and
  - i. If the supervisor agrees that the request is appropriate, they will sign and submit to Human Resources.

- ii. If the supervisor does not agree with the request, the supervisor must prepare a written explanation why they do not agree with the request and submit all documentation to Human Resources.
- d. The supervisor must submit the request for formal assessment to HR within five (5) working days of receipt from the employee.
- e. Human Resources will review the revised position description for the appropriate classification and corresponding salary range. This information, along with the Reclassification Request form, will be given to the Reclassification Committee within ten (10) days.

### 3. Reclassification Committee

- a. A reclassification Committee will be established for employee-initiated requests. The committee shall consist of:

Two (2) Classified members appointed by the Association President, and

Two (2) managers or Human Resources employees appointed by the Human Resources Director or designee.

The Human Resources Director, or designee, and the Association President, or their respective designees, will serve on the committee as co-chairs and non-voting members.

- b. The committee will review all materials within ten (10) working days of receipt. This timeline can be extended upon written mutual consent of the committee.

After review of such information, each voting member will vote to determine if the changes substantiate a reclassification of the position.

If the committee's decision results in a tie, the two (2) chairs of the committee will make a presentation to the College President, who will make the final decision within twenty (20) days.

By mutual agreement with the Association, an extension of time will be granted for the College President's decision if needed.

If the committee votes to approve the reclassification request:

- i. Human Resources will determine the appropriate salary range and recommend a salary adjustment, if warranted to the supervisor.

- ii. The supervisor shall then obtain Budget Office verification of availability of the necessary funds for a salary change and administrative approval within five (5) days of the determination by HR. The reclassification will not take effect until both approvals are obtained.
  - 1. If funds for a salary change are not approved for the department, the committee will be notified and the supervisor will ensure that the employee's job duties revert to the scope appropriate for the current classification.
  - 2. If approved and implemented, Human Resources will process reclassifications through the payroll office for the next pay period. The employee will receive the reclassification pay retroactive to the date the forms were submitted to the supervisor.
- c. Human Resources will notify, in writing, the supervisor, the Association and employee within ten (10) days of the reclassification final decision.
- d. If for any reason the reclassification is not implemented, the committee will be notified and the supervisor must ensure that the employee's job duties revert to the scope appropriate for the current position classification.

### C. Effect of Reclassification

- 1. Same Salary Range - Following an approved reclassification of a position, if the current salary range is appropriate, the employee(s) will stay in the same salary range at their current step.
- 2. Higher Salary Range - If the reclassification results in a higher salary range, the employee(s) will be placed as a new hire (per Article 6.E: Salary Placement, but may exceed midpoint) or move to the step which provides at least a 5% increase, whichever is greater. At no point, will an employee be given a salary higher than the top step of the appropriate salary range.
- 3. Lower Salary Range - If the reclassification results in a lower salary range, the employee will be moved into the appropriate salary range for the classification. If the employee's salary falls within the new range, the employee's salary will continue to advance steps as dictated by contract. If the employee's salary is above the top step of the correct range, they will be red-circled. A red-circled employee is not eligible for further salary increases,

including step or COLA, until the range maximum surpasses the employee's pay rate.

- D. Employees requesting reclassification cannot submit a new request for twelve (12) months following the final determination.
- E. The decision of Human Resources will not be subject to the grievance procedure. The employee may file a grievance only if the procedure is not followed.

## ARTICLE 6: COMPENSATION

### A. Salary Package

1. An employee will advance to the next step in the employee's salary range annually, subject to the following provisions:
  - a. Step advancement may be withheld from an employee due to the employee's poor performance as documented within the preceding twelve (12) months as per Article 15.
  - b. Step advancement will occur on July 1 of each year for those employees that are eligible.
  - c. Step advancement for employees hired after April 1 will be on July 1 following their first anniversary date of employment, subject to paragraph A.1.b above.
  - d. Effective July 1, 2019, there will be three percent (3%) between each step advancement.
2. Updated salary schedules for full-time employees working a typical year of 257 days shall be appended to this Agreement. The following provisions apply for a Cost of Living Adjustment (COLA):
  - a. Upon ratification of the Agreement, the salary schedule will be increased by one-half of one percent (0.50%). This increase shall be retroactive to July 1, 2019.
  - b. Upon ratification but not before July 1, 2020, the salary schedule will be increased by three quarters of one percent (0.75%).
  - c. Upon ratification but not before July 1, 2021, the salary schedule will be increased by one percent (1.00%).
  - d. Upon ratification but not before July 1, 2022, the salary schedule will be increased by one-and-one-half percent (1.50%).
3. All employees will be paid by the last college working day of each month.
4. Employees who have been in service to the College for nine (9) or more years will receive an annual longevity stipend as follows:

Years of Service	Annual Longevity Stipend
9-14	\$775
15-19	\$900
20+	\$1,150

This amount is to be payable on December 31 or June 30, whichever is most immediate after the employee's anniversary date with the College, or at retirement, termination or resignation, if eligible.

B. Conditions Affecting the Compensation Package

Both parties agree that if sufficient funds are not available as determined by the Board, the Board will determine whether the best interests of the College are served by reducing the levels of staffing, service levels, compensation levels, or combination thereof. In such event, the College will consult with the Association before making any such decision.

C. Recoupment of Wage and Benefit Underpayment/Overpayment

1. Overpayments

- a. In the event an employee receives wages or benefits from the College to which the employee is not entitled, regardless of whether the employee knew of the overpayment, the College will notify the employee and Association President in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid.
- b. For the purposes of recovering overpayments, the following shall apply:
  - i. The employee and the College will meet and attempt to reach mutual agreement on a repayment schedule within ten (10) days.
  - ii. If no mutual agreement is reached, the College will implement the repayment schedule as follows:
    1. If an overpayment is less than five percent (5%) of the employee's monthly base compensation, the overpayment will be recovered in a lump-sum deduction from the employee's paycheck in the next payroll period, or;
    2. If an overpayment is more than five percent (5%), the overpayment will be recovered in equal monthly amounts from the employee's paycheck over a period of no more than one (1) year.
  - iii. If an employee leaves the College before the College fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
  - iv. An employee who disagrees with the College's determination that an overpayment has been made to the

employee may grieve the determination through the grievance procedure.

- v. This article does not waive the College's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

## 2. Underpayments

- a. In the event the employee does not receive the wages or benefits to which the College agreed the employee was entitled, the College shall notify the employee, in writing, of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages or benefits to be paid within ten (10) working days of when the College became aware of such underpayment.
- b. When an employee discovers an underpayment error, the employee shall notify Human Resources in writing. This notification will include information showing that an underpayment exists.

### D. Bilingual Pay Differential

Employees who are hired, promoted, or voluntarily transfer into a position which requires the use of bilingual skills shall be paid a differential of five percent (5%) over the base pay of each employee for all hours of work. Bilingual skills shall mean the translation to and from English, the interpretation of another language or the use of sign language.

With the approval of the supervisor, employees may offer themselves as bilingual employees by completing an Application for Bilingual Pay form. These employees shall receive the differential as per the above.

Nothing shall prevent the employer from ending the bilingual pay differential with thirty (30) days' notice to the employee.

### E. Salary Schedule Placement

Human Resources will follow these salary schedule placement guidelines:

- 1. Meet minimum qualifications: step A
- 2. Exceeds minimums by 1 year full time equivalent experience but less than 2 years: step B
- 3. Exceeds minimums by 2 years full time equivalent experience but less than 3 years: step C



4. Exceeds minimums by 3 years full time equivalent experience but less than 4 years: step D
5. Exceeds minimums by 4 years full time equivalent experience but less than 5 years: step E
6. Exceeds minimums by 5 years full time equivalent experience: step F

Salary schedule placement exceptions may be approved by the College President.

## ARTICLE 7: FRINGE BENEFITS

A. New employee Fringe Benefits are effective the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full month of employment. Employees who start mid-month and wish to self-pay the entire health insurance premium to acquire health insurance immediately may do so, provided it is possible for the College to provide insurance.

### B. Health Insurance

1. The College will provide medical, pharmacy, vision and dental coverage. Employees may select any plan level for which they qualify (i.e. single vs. family). Such coverage may not duplicate coverage for dependents provided by another source.
2. For the 2019-2020 plan year and following plan years, employer contributions toward health insurance premium costs will be as follows:

#### a. Medical Coverage

- i. Plans Offered. The College will offer to all Classified members the following healthcare plans:
  1. Moda Plan 2 Connexus w/ Pharmacy
  2. Moda Plan 6 Connexus (HSA) w/ Pharmacy
  3. Kaiser 1 w/ Pharmacy
  4. Kaiser 3 w/ Pharmacy
- ii. Premiums. The College will contribute an amount equivalent to 100% of Kaiser 1 for the tier selected by the employee toward the monthly premium of any of the plans offered, except for Moda Plan 6 Connexus (HSA) or Kaiser 3 (see B.2.a.ii.1 below), or the full monthly premium, whichever is lower.
  1. The following applies only to employees who choose an HSA-compliant plan.
    - a. For any Classified bargaining unit member selecting Moda Plan 6 Connexus or Kaiser 3, the College will contribute an amount equivalent to 100% of Moda Plan 6 Connexus premium and, effective October 1, 2020 and beyond, the College will contribute 80% of the maximum health savings account (HSA) contribution allowed by federal law, excluding the “catch-up” for employees over the age of 55. For the 2019-2020 benefit year spanning October 1, 2019 – September 30, 2020, the College will contribute 100% of the maximum

HSA contribution allowed by federal law, excluding the “catch-up” for employees over the age of 55, for those employees enrolled in Moda Plan 6 Connexus or Kaiser 3. This amount can be used for paying premiums and/or contributions to HSAs. In the situation where Plan 6 Connexus is no longer available, the College will contribute no less than the previous year’s total premiums and HSA amounts increased by the average Oregon Educators Benefit Board (OEBB) percentage increase for the year.

b. Health Savings Accounts

Health savings account contributions will be available, in two (2) payments. One-quarter (1/4) of the contribution will be submitted to the HSA provider no later than the 15<sup>th</sup> day of the month in which the medical plan year begins. The remaining three-quarters (3/4) contribution will be submitted to the HSA provider no later than the 15<sup>th</sup> day of January. New HSA participants will have their plans open in compliance with the IRS regulations on the 1<sup>st</sup> day of the plan year.

iii. Dental Coverage

The College will contribute 87% of the costs toward the monthly premiums of any of the plans offered.

iv. Vision Coverage

The College will contribute 100% of the costs toward the monthly premiums of any of the plans offered.

3. In the event that Oregon Educator’s Benefits Board or a successor provider of College health insurance offerings eliminates one (1) or more of the plans listed in Article 7.B.2., they shall be replaced with plans that are substantially the same, in terms of plan descriptions, out-of-pocket costs and deductibles.

C. The Association and College agree that during the hiatus between contracts, benefit levels will be maintained.

D. Other Insurance

1. The College will provide group term life insurance with \$50,000 benefit per employee.
2. The College will provide group accidental death and dismemberment with \$50,000 benefit per employee.

3. The College will provide long-term disability insurance, for approved benefit claims beginning after the ninety (90) day elimination period.
  4. Changes in selected coverage can be made only at regular enrollment periods or when an employee's eligibility changes and under the requirements as set by the carriers.
  5. The parties agree to review the carrier and benefits of any fringe benefit program by mutual agreement. By mutual agreement, changes in the fringe benefit programs may be made for each of the years of this contract.
  6. The Association will participate and appoint two (2) of its members to serve on a College-wide committee to review employee benefit programs. The committee cannot make changes to benefits, but is for the information dissemination and collection and consideration of plan/benefits options.
- E. The College will maintain its contributions of FICA, Public Employees Retirement System, unemployment insurance and workers' compensation insurance.
- F. The College will maintain the Tuition Waiver Plan for employees, their spouses, and their dependents through age 23 who qualify as dependents. Employees and their spouse/domestic partner will pay only course specific fees. Instructional fees for work-related classes taken by an employee, at the request of the supervisor, will be waived.
- G. The College shall not withhold from members' monthly salaries the employee contributions/payments required by the Oregon statutes governing PERS and OPSERP.

The College shall "Pick-up" the six percent (6%) employee contribution required by the Oregon statutes governing PERS and OPSERP. The full amount of required employee contributions/payments "Picked-up" pursuant to this Section shall be considered as "salary" with respect to PERS/OPSERP for the purpose of computing a member's "final average salary" within the meaning of ORS 238.2130. Any amount picked up shall be considered to be employee contributions for all purposes under chapters 238 and 238A. The parties agree that employee compensation has been reduced; in order to generate the funds needed to make these employee contributions the employer will file any required noticed with the Public Employees Retirement Board.

In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation or decisions of the court for the College to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit such as a state retirement account, district

approved TSA identified by the employee, or other individual retirement account. The development of such plan or plans shall be mutually agreed upon by the College and the Association. The intent of the parties is that the employees will be “made whole” in terms of the six percent (6%) retirement benefit.

- H. The College will maintain an annual swim pass for the Classified employees and their dependents.
- I. Parking will be provided, at no cost, for all Classified employees.

## ARTICLE 8: EARLY RETIREMENT

Classified employees who retire shall have only those early retirement benefits stated in the collective bargaining agreement currently in effect. The parties understand and acknowledge that benefit levels, benefits eligibility, and the length of time the retiree receives benefits under this provision may change after the employee retires in accordance with the terms contained in successor collective bargaining agreements. The retiree will be subject to those changes.

Classified employees who have served the College a minimum of 10 years of continuous service immediately prior to retirement, who are either 55 years of age or have 30 years of creditable service under the Public Employees Retirement System (PERS), and who provide evidence they have filed for retirement benefits under PERS will be entitled to:

- A. Severance pay of \$700 for each year of their age less than sixty-five (65) if hired prior to August 1, 2001.
- B. Participate in the College's medical, dental, vision and life insurance plans on a self-pay basis, excepting that the College shall provide a monthly subsidy of \$882.00 toward such coverage in which spouses/domestic partners, and/or IRS dependents are eligible to participate. This subsidy shall increase by five percent (5%) annually on October 1. The subsidy terminates when the retired classified employee becomes Medicare eligible.
- C. In addition to the subsidy in 8.A.2., for those employees enrolled in two-party medical at retirement, an additional \$300 per month will be provided as long as two-party medical coverage is maintained.
- D. Retired Classified employees, spouses/domestic partners and eligible dependents will have the right to participate in the College's medical, dental, vision and life insurance plans on a self-pay basis after the subsidy terminates with the same age restrictions that Classified employees have.
- E. Have either all or a portion of the Early Retirement Incentive pay set up in a pre-tax deferred account to be used exclusively for medical, dental or vision premiums that would have been paid by the employee after their retirement. Funds would be withdrawn monthly out of the employee's account to pay for their portion of the cost of benefits. Premiums will only be paid directly to the employee's insurance carrier.
- F. Classified employees, their spouses/domestic partners and eligible dependents through age 23 shall receive tuition waivers as provided to other Classified Employees. The retiree and their spouses/domestic partners will pay only course specific fees.
- G. Swim access as granted to current Classified Employees.

## ARTICLE 9: VACATIONS

- A. Vacation time will begin accruing from the first day of employment with the College. If an employee does not pass the probationary period and is not given regular status, any unused vacation time will not be paid out at termination.
- B. The responsibility of office coverage and seniority choice in offices of more than one (1) employee will rest with the supervisor of the employee's area. Seniority information will be on file in the Human Resources office and available to the supervisor and to the employee.
- C. Employees will accrue vacation on a monthly basis. The vacation accrual rates and maximum accrual limits are as follows for full-time employees who remain employed for twelve (12) months:

Year of Employment	Annual Days of Vacation	Monthly Vacation Hours Accrual Rate	Annual Vacation Hours Accrual Rate	Maximum Accrued Vacation Hours
First	15	10	120	120
Second	15	10	120	240
Third	16	10.66	128	256
Fourth	16	10.66	128	256
Fifth	17	11.33	136	272
Sixth	17	11.33	136	272
Seventh	18	12	144	288
Eighth	18	12	144	288
Ninth	20	13.33	160	320
Fifteenth	22	14.66	176	352

For the purpose of this section, for full-time employees, one (1) day of vacation equals eight (8) hours for computation purposes.

- D. Employees working less than twelve (12) months or less than full-time will accrue vacation on a prorated basis, based on the percentage of full-time worked or the percentage of the year worked by the employee.
- E. Earned vacation will be posted to an individual's account on at least a monthly basis. An employee's total balance of accrued vacation may not exceed two (2) times their annual maximum accrual rate, as shown in Article 9.C above.
- F. A department may delineate specific periods during the year when, due to operational need, vacations may not be approved. Outside of those periods, if a vacation request is denied, the employee and supervisor will immediately discuss a reasonable alternative time for vacation. If the delay results in an employee's accrual exceeding maximum limits as defined in Article 9.C. above, during the next three (3)

months, the employee will be paid forty (40) hours of vacation in their next regular pay distribution. The hours paid will be deducted from the accrued vacation time.

- G. All employees must request vacation leave to the employee's supervisor in writing not less than two (2) weeks in advance for approval to use more than two (2) days, and not less than one (1) week in advance when requesting two (2) days or less. This advance notice requirement may be waived in the sole discretion of the employee's supervisor.
- H. In case of an employee's termination or resignation, accrued vacation pay will be included in the employee's last check except as noted in Section 9.A above.
- I. Vacation time may be taken only with the prior approval of the supervisor and cannot be granted before it is accrued unless it is to the mutual benefit of the College and the employee.
- J. All employees must take their vacation time within their work schedules, and will not receive additional pay in lieu of vacation time, except as noted in Section 9.H above.
- K. An employee working seventy-five percent (75%) or more of the employee's first or last month of employment will accrue vacation time as though working through the entire month.
- L. If a paid holiday occurs during an employee's vacation period, that day will not be considered a vacation day.
- M. If a College Closure, as referenced in Article 19, occurs during an employee's vacation period, that time will not be considered vacation time.



## ARTICLE 10: HOLIDAYS

A. For the purpose of this Agreement, the term “holiday” means each of the following days:

Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25
New Year’s Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Floating Holiday (defined below)	Holiday requested by employee and approved by supervisor

*Annual Floating Holidays based on longevity*

Years of Service	Floating Holidays
0 – 8	1
9 – 14	2
15 – 19	3
20+	4

Any other day observed by the College as a legal holiday.  
 If a holiday falls on Saturday, Friday will be a paid holiday.  
 If a holiday falls on Sunday, Monday will be a paid holiday.

The College reserves the right to close on the work day immediately prior to the Thanksgiving holiday and the work day immediately prior to the Christmas holiday. Should the College decide to close, employees shall receive one (1) additional floating holiday. Should the College decide to close both days, employees shall have the option of using vacation pay/compensatory time or taking the time as unpaid for the second day. Except for when mutually agreed, the College shall provide the association written notice by March 31 of the year of this reduction in service days in the calendar year.

B. The workdays between Christmas and New Year’s Day exclusive will be non-service days for employees. Employees required to work during the non-service days will be so informed by November 1. If the employees are notified after November 1, they

have the right to not work during those days and will not be impacted negatively for their decision. The employees that are required to work any of these days will be paid regular pay for each day worked, plus any applicable overtime in accordance with Article 11.A. In addition, they will earn an eight (8) hour exchange day for any portion of each day worked during this non-service period. The exchange day(s) off will be scheduled with supervisor approval between January 1 and June 30 of the current fiscal year.

The reduction of service days provided by this Agreement will not reduce the salary of any employee.

- C. Employees will be compensated the equivalent of one (1) workday, but for no more than eight (8) hours, for each of the holidays set forth in Section 10.A that occur during the period in which the employee is normally employed. Employees working four (4) / ten (10) hour shifts per week will receive eight (8) hours off for holidays listed in Section 10.A. The two (2) hour difference will need to be made up with available leave balances, leave without pay, or other arrangement as approved by the supervisor.
- D. An employee will forfeit the employee's holiday pay under the following conditions:
  - 1. Failure to report to work or to give appropriate notice of absence for the shift before and after the holiday.
  - 2. When an employee has given notice of resignation/retirement that does not provide for at least one (1) actual working day after the holiday. In order for the resigning/retiring employee to receive the holiday pay, the employee must work through the week of the holiday. Exceptions may be made by the director of Human Resources.
  - 3. When an employee is properly suspended and not reinstated to work or other disciplinary action that would result in a pay deduction.
  - 4. During leave without pay periods except for approved unpaid leave of two (2) weeks duration or less.
- E. An employee working on a holiday will receive pay for the holiday plus regular pay for all hours worked. The provision of Article 11.D will not apply. If sufficient personnel do not accept holiday work on a voluntary basis, and in the event of any emergency, such additional personnel as are deemed necessary by the College may be required to work.
- F. Employees on Irregular Work Week Schedules
  - 1. For those employees who regularly work on Saturday and/or Sunday and receive two (2) consecutive days off during the week, the two (2) days off will

be treated as Saturday and Sunday so that if any of the holidays observed by the College occur on such a "Sunday," the following day will be considered a holiday for such employees. If any of the holidays observed by the College occur on such a "Saturday," the previous day will be considered a holiday for such employees.

2. If a holiday falls on a Monday, employees required to work the Sunday through Thursday shift may have Sunday designated as their holiday with management approval. In that case, they will resume their regular shift Monday at their regular rate of pay.

## ARTICLE 11: WORK SCHEDULES AND ASSIGNMENTS

### A. Overtime

1. Employees who are required by the College to work beyond their eight (8) or ten (10) hours, exclusive of lunch breaks, in any twenty-four (24) hour period, or more than forty (40) hours in any 168 hour period beginning Saturday at 12:01 a.m., will receive overtime compensation for such time worked at the overtime rate of time and one-half.
2. The College agrees to make every effort to offer overtime on an equitable basis.
3. Only actual hours worked will be considered for purposes of calculating overtime.

### B. Flextime

By agreement between the employee and the supervisor, the employee may flex time worked within the same work week. Should an employee flex time during the work week, it is understood that only those hours worked beyond forty (40) in the work week will be compensated as overtime. Employees cannot be forced to flex their work schedule.

### C. Temporary Shift Changes

The College may institute temporary shift changes when the change is needed to ensure the effective operation of the College. The shift change will be first offered to employees to volunteer before making a mandatory work schedule change. If this schedule change exceeds the limits stated above, employees will be compensated at the overtime rate. The Association will be notified two (2) weeks in advance of the change unless otherwise agreed upon.

### D. Schedule Changes

Management's decisions regarding shifting of personnel on work schedules will require two (2) weeks' advance written notice to those affected except for exempt employees, who may receive notification of only three (3) days when certain variations in working conditions require their services. The time limits on these notices may be waived only with mutual consent. In those instances where the shifting of work schedules affects multiple departments, departs from the generally recognized practice, and is not anticipated to be temporary, the College will confer with the Association prior to making the final decision.

### E. Call Back

Any employee called back after the close of the employee's regular shift will be guaranteed at least three (3) hours of pay at the rate of time and one half (1½) or as otherwise provided by this Agreement. This provision does not apply to additional

hours beyond the employee's regularly scheduled shift that are assigned by the College before the employee has left the College premises or to hours of work assigned in advance. The call back begins when the employee arrives on the College's premises or designated worksite.

F. Split Shifts

1. No employee will be required to work a split shift on a consistent basis unless it is mutually agreed to by the employee and management.
2. Split shifts granted to enable an employee to obtain training or update the employee's skills may be of longer duration and will be paid at the employee's regular rate.
3. For nonexempt employees, split shifts required by management for work coverage will be compensated for at the appropriate differential for the portion of the shift that will be swing shift or graveyard shift.

G. Working Lunch Break

If an employee is required to be available during the employee's scheduled lunch break, the employee will be paid for such time.

H. Peak Load Periods

During peak load periods all employees, except for a minimum staff to keep each area operative, may be required to assist in any area. Employees requested to assist will be given one (1) week's written notice of such required service if the service is to exceed one (1) week in duration. An employee assigned may be released from such duty by the director of Human Resources.

I. Exempt

1. Exempt employees will not be considered on an eight (8) hour day or a forty (40) hour week. Their work schedule will be flexible in order to meet the needs of the College.
2. Generally, an exempt employee will be required to maintain the overall forty (40) hour week, but this may vary from area to area and will be determined by the exempt employee's supervisor and the Human Resources office. Exempt employees will be classified as such according to tests established by the Fair Labor Standards Act (FLSA) and all its amendments.
3. Exempt employees who schedule routine medical or other absences of less than four (4) hours shall not have such time deducted from their leave balances. Such leaves shall be pre-approved by the manager; should not detrimentally affect office operations and the leave should not create a pattern.

4. The College and Association will work collaboratively to complete a comprehensive review of exempt positions to ensure the positions comply with FLSA definitions. This review shall begin no later than February 1, 2021.

J. Non-Exempt Work Shifts

Examples of work shifts and starting times for nonexempt employees include, but are not limited to, the following:

1. Any employee who works a majority of work hours, excluding the lunch break, between 11 p.m. and 6a.m. will receive a ten percent (10%) shift differential.
2. Any employee who works a majority of work hours, excluding the lunch break, between 5 p.m. and 11p.m. will receive a five percent (5%) shift differential.
3. Any employee whose work hours do not meet either definition in sections J.1 or J.2 will not receive a shift differential.
4. Any employee whose work hours, excluding the lunch break, fall equally into two (2) of the periods defined in sections J.1 or J.2, will receive the higher shift differential of the two (2) work periods.

K. Alternate Schedules

1. Rules establishing a four-day workweek during the summer are as follows:
  - a. The College may implement a four (4) day/ten (10) hour work schedule for all or parts of the College for summer term of the year by providing written notice to the Association President by January 31. The final determination about the departments and employees placed on four (4) day/ten (10) hour work schedules will be made by the College following its discussion with the Association.
  - b. An employee who desires an alternate schedule must submit a proposal for an alternate schedule, in writing, to their supervisor.
  - c. The approval or termination of alternate schedules will be handled in accordance with the notice provisions of Article 11.D.

L. Schedule Reduction

Grant-funded employees are exempted from any College-wide reductions. Grant-funded employees are defined as those employees being in positions that are funded fifty percent (50%) or more from funds 10 and 16 with the exception of those positions that are funded from the Administrative Costs (16-5323). Grant-funded employees in positions that are funded from the Administrative Costs will receive the workday reduction as mentioned in this section.

#### M. On Call

Any area requiring employees to serve “on-call” duty shall notify the affected employees in writing. The specifics of each area’s procedures and expectations shall be available in writing.

1. Staff required to be “on-call” shall be issued a College-provided cell phone.
2. Employees shall be paid one (1) hour of their regular hourly wage for every ten (10) hours they are on-call. On call employees must respond within thirty (30) minutes.
3. An on-call assignment will be pro-rated.
4. In the event that the employee is called to return to work they shall receive pay consistent with Section E above.
5. On-call pay is not considered hours worked for the purposes of overtime.
6. An employee shall not be in on-call status once s/he actually commences performing assigned duties and receives appropriate pay for time worked.
7. Exempt employees who have on-call duties listed in their position description are not eligible for on-call pay.

#### N. Out of Class Assignments

1. Employees assigned temporarily to duties of a higher paid classification will be paid out-of-class pay for time spent provided the assignment lasts for five (5) or more continuous days. In the case of employees covering the duties of a position in a higher classification, out-of-class pay shall be paid at the first step in the range of the higher classification or at five percent (5%) above their current rate of pay, whichever is greater.
2. The assignment of out-of-class duties will be the responsibility of the supervisor. The use of “other duties as assigned” may not be justification for denying the employee the right to request out-of-class pay.

#### O. Limited Duration Positions

1. The College may create limited duration positions of no more than twelve (12) months’ duration for the purpose of staffing special assignments or projects. Any such position will be for a time certain, with a starting and anticipated ending date not to exceed twelve (12) months. Employees in a limited term position will be covered by the provisions of the Agreement with the exception of Article 14.
2. If an existing employee is in a limited duration position, the rights the employee has gained in their former position will be maintained. At the end of the assignment the employee will return to their former position, if the position

continues to exist. While he/she occupies the limited duration position, their former position may be filled by a limited duration employee as defined above.

3. The College shall post notice that a limited duration position is open when the position becomes open and available.
4. In the event a limited duration position becomes regularly funded, it will be posted for recruitment as per Article 4.

P. Job Sharing

1. Upon request, an employee may elect to job share their position. This must first be approved by their supervisor. The employee must have completed their 130 day probationary period as a new employee.
2. The selection of an employee to fill the job share (referred to as the second employee in this document) shall also be on a voluntary basis and with the approval of the second employee's supervisor.
3. If more than one (1) employee is interested in the job share and has received approval of their supervisor, then the job share for the second employee will be filled pursuant to Article 4.
4. The employee who is the incumbent in the job share position shall have the first right to choose the hours that they will work; however, the supervisor shall determine the most satisfactory arrangement of time ensuring work flow and coverage.
5. Any job share that is authorized shall be for the limit of one (1) year's duration and will be subject to yearly renewal for one (1) year at a time. Employees agreeing to job share must remain in the position for the duration of the job share period. At the end of each year, the job share position and the second employee must receive approval to job share for the next year. Either employee in a job share may elect to not continue as job share at the end of any one-year period.
6. Should an employee in a job share position leave the position for any reason, then the other job share person will be responsible to assume the full duties and hours of the position unless and until another job share partner is found. If the remaining employee is the second employee, they shall not automatically fill the job at the end of the job share, and the position will be opened and filled pursuant to Article 4.
7. In the event of a layoff of a job share position, both employees will be laid off pursuant to Article 14.



8. At the end of the job share, the primary employee in the position shall return to regular status, and the second employee shall be laid off pursuant to Article 14.D and placed on the recall layoff list without bumping rights.
9. The employees in a voluntary job share position shall share in the salary of the position on 50% / 50% split, provided however, that the salary for each employee shall be determined by their own salary placement. Employees will still be entitled to any step increase that they are eligible for during the time that they are in a job share position.
10. The employees in a voluntary job share position shall share the fringe benefits for insurance in the following ways:
  - a. Long term disability, life and accidental death and dismemberment insurance is a group plan and the College will pay 100% of the premium, and both employees would receive full coverage.
  - b. The College will pay one (1) health, dental and vision premium, so if both employees want health coverage, they would have to pay the difference in premium for the plan and tier they select.
  - c. Each employee would split the cost of any other fringe benefit, as outlined in Article 7.
  - d. Employees may elect to opt-out of the insurance portion of the college benefits.
11. Job share employees' seniority or bargaining unit status will not be affected by being in a job share position.
12. Job share employees shall be entitled to all rights and privileges of the Collective Bargaining Agreement, however, may not be eligible for certain protected leaves pursuant to state and/or federal requirements.
13. Such sharing agreements must be requested ninety (90) calendar days in advance and approved by the primary employee's supervisor and the College president.

Q. Interim Supervisor or Manager Assignment

In the event that an Association member fills an interim supervisor or manager position, they will no longer be a member of the bargaining unit. They will not retain their seniority, if they are rehired into a Classified Association position. A leave of absence will not be granted by the College to fill an interim assignment. (Article 12.H.1)

R. Time and Attendance

In the event the College implements a time and attendance system that impacts a

mandatory subject of bargaining, parties agree to bargain as required under ORS 243.698.

## **ARTICLE 12: LEAVES OF ABSENCE**

### **A. Sick Leave**

1. At the time of hire, employees will receive eighty (80) hours of sick leave. Thereafter, employees will accrue sick leave at the rate of one (1) day per full month worked. Sick leave will be available to employees as it is accrued.
2. Those employees who are not employed on a twelve (12) month basis will accrue sick leave on a prorated basis of actual time worked. Employees who work less than full-time will accrue sick leave on a prorated basis, based on the percentage of full-time worked, excluding overtime hours worked.
3. If an employee utilizes earned vacation, paid sick leave, business leave, bereavement leave, or a paid holiday, or is on jury duty, such absence from work will be treated as if the employee had worked when computing sick leave accruals.
4. Prior to the beginning of each shift, an employee must notify their immediate supervisor or the supervisor's designee of any absence. If an employee has reasonable cause to think that they will be ill for more than three (3) days, the employee must so inform their supervisor or designee and will not be required to notify them again until the expiration of the notified period. Failure to provide the required notification may result in a pay deduction for the time absent from work, at the discretion of the director of Human Resources.
5. An employee may utilize all earned sick leave and/or vacation benefits up to or beyond the accumulation of the ninety (90) calendar day waiting period for the long-term disability. Unused sick leave may be used when the employee has returned to work. If the employee does not return to work, unused sick leave will be reported to the Public Employees Retirement System (PERS) as applicable.
6. In the case of pregnancy disability leave, all accumulated sick leave may be used at the option of the employee.
7. An employee may request earned sick leave for immediate family medical assistance. Such leave will be used only to provide assistance to members of the employee's immediate family, when they are ill or injured, and will not be used for household or non-medical related child care purposes. Immediate family, for the purposes of this section, is as defined as spouse, parent, child, parent-in-law, grandparent, grandchild, or domestic partner.
8. The College will comply with all applicable state and federal leave laws.
9. To ensure the proper use of sick leave, the Association and the College

mutually agree to the following procedure:

- a. An employee may be required to furnish a medical provider's certificate of proof of illness for recurring or frequent absences of more than three (3) days.
- b. Repeated absenteeism is defined as a pattern of sick leave use in excess of the regular accrual rate over a period of six (6) months or greater. Exceptions to this standard because of extenuating circumstances may be made by the director of Human Resources. If an employee demonstrates excessive or pattern absenteeism, they may be subject to disciplinary action.
- c. An employee may elect to use their accrued vacation days to cover absences in excess of their accrued sick leave.
- d. Absences that are not covered by sick leave, vacation, or approved leave of absence will be considered unauthorized absences and may result in disciplinary action.
- e. Accrued sick leave may be used for any absence from employment that is due to the employee's illness, injury or necessity for medical, dental or optometric care, or any other instance covered by state or federal law.

10. If disabled due to a compensable injury or disease, an employee receiving Workers' Compensation benefits may request supplementing such benefits on a prorated basis with accrued sick leave, not to exceed one hundred percent (100%) of regular gross salary.

**B. Sick Leave Bank**

The College will permit employees to transfer accrued but unused sick leave hours to the Association's Sick Leave Bank. The Sick Leave Bank will be administered by the Association.

1. When an employee has exhausted their own accrued sick leave, has a significant medical condition, and has been approved for FMLA or OFLA, the Association will work collaboratively with Human Resources to notify the employee of the number of sick leave hours to be transferred from the Sick Leave Bank.
2. The approved employee sick leave donation form, provided by the Association, is submitted to Human Resources and must contain the name of the employee wishing to donate sick leave hours, the number of hours being donated and the employee's signature consenting to such transfer.
3. No more than forty (40) hours may be donated by any one (1) employee per

- fiscal year.
4. After the hours are transferred, any hours used will be paid at the receiving employee's rate at the time of the use of such hours.
  5. Prior to receiving any donated sick leave, the employee must have exhausted all of their sick leave, vacation and compensatory time. However, the employee is not required to have used their personal business/emergency leave or their floating holiday prior to receiving donated sick leave.
  6. No employee may receive more than five hundred (500) hours of donated sick time during their employment. In addition, no employee may receive more hours than needed, as determined by the Association, for the absences caused by the significant medical condition.
  7. At the conclusion of a receiving employee's FMLA or OFLA period, any unused hours will be returned to the Sick Leave Bank. This process will be managed by the Association's Sick Leave Chairperson. The Chairperson shall provide to Human Resources prior to the 15th of each month a list of individuals receiving sick time and the specific number of hours to be utilized for each individual.
  8. The College shall not assume any tax liabilities that would otherwise accrue to the receiving employee.

C. Personal Business or Emergency Leave

1. A full time employee will receive twenty-four (24) hours of personal business or emergency leave with pay per fiscal year. New employees hired after July 1 shall have their personal leave pro-rated for the remainder of first fiscal year of employment.
2. Personal business or emergency leave may not be used to extend holidays, vacations, or weekends, and shall not be cumulative from year to year, nor is any unused personal leave compensable in any other manner.
3. It is agreed that personal business leave is for the purpose of transacting or attending to business affairs with business firms or agents that are not open for business except during the employee's regular work shift. Request for personal business or emergency leave will be made, in writing, to the immediate supervisor or designee for approval at least one (1) week in advance of the time off requested, if possible.
4. Emergency leave is defined as a sudden, urgent, usually unforeseen occurrence or occasion requiring immediate action, not covered by another part of this Agreement, over which the employee has no control, and which demands their presence during the workday. The employee shall provide the

earliest possible notice of their absence to their immediate supervisor.

5. Employees who work outside of the standard work schedule are entitled to use personal business or emergency leave if attending to business as described above.

#### D. Bereavement Leave

1. The College will comply with all state and federal leave laws.
2. An employee will be allowed five (5) working days based on their regularly assigned shift, not necessarily consecutive, without loss of regular wages. After the five (5) days, the employee may use sick leave, vacation, compensatory time, or leave without pay for the remaining time allowed under state and federal leave laws.
3. For the purpose of the bereavement leave, "immediate family" is defined as the employee's spouse or domestic partner, parent, grandparent, child, step-parent, step-child, grandchild, brother, sister, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, or other member of the immediate household.

#### E. Jury Duty and Court Subpoena

1. An employee on jury duty will turn over to the College any compensation for this service (excluding mileage) but will receive their regular monthly paycheck. Satisfactory evidence of serving as a juror must be presented to the employee's immediate supervisor and Human Resources.
2. An employee subpoenaed as a witness on behalf of the College will turn over to the College any compensation for this service (excluding mileage), but will receive their regular monthly paycheck.

#### F. Comprehensive Leave

All cases not covered by this Agreement, and all cases involving hardship, will be given individual consideration by the MHCCD Board of Education (Board) upon the recommendation of the College president. In some cases, partial payment may accompany the granting of leaves, subject to the College president's recommendation and Board approval. The Board's decision is not subject to the grievance procedure nor is it precedent setting.

#### G. FMLA/OFLA

1. An eligible employee may take family and medical leave in accordance with the federal Family and Medical Leave Act ("FMLA") and the Oregon Family and Medical Leave Act ("OFLA").
2. Employees must exhaust accrued sick leave, vacation and compensatory time for approved FMLA/OFLA leave. Leave without pay will only be granted

for proper FMLA/OFLA qualified absences after all leave is exhausted, except for forty (40) hours of vacation which may be reserved at the employees written request.

#### H. Leaves Without Pay

1. An employee may be granted, in the College's discretion, leave of absence without pay for the following reasons health, maternity/paternity, education, military service, family hardship, or such other justifiable reason that is approved, in writing, by the College president or a designated representative. Formal leave of absence for all purposes except military service shall be for a maximum of twelve (12) months (including any leave taken pursuant to FMLA or OFLA).
2. Maternity/Paternity Leave. Leave of absence for maternity/paternity reasons may be granted without pay for up to twelve (12) consecutive months; however, leaves for pregnancy disability may be covered in part by sick leave and accrued vacation time at the option of the employee.
3. Military Service Leave. Employees will be granted leave without pay for the duration of their military service. They may resume their assignment after expiration of service, unless otherwise provided by law. The employee's seniority date shall not be impacted by such leave.
4. Family Hardship Leave. Upon the recommendation of the College president, the Board may permit an employee to take leave without pay not to exceed twelve (12) consecutive months for the alleviation of hardship involving the employee or their immediate family.
5. Health Leave. An employee whose personal illness, as certified by a medical provider, extends beyond the exhaustion of the employee's paid leave, may be granted a leave of absence without pay by the College president for the duration of the illness, not exceeding more than six (6) continuous months. If the employee cannot return to work upon the expiration of the employee's unpaid health leave, the employee will be terminated unless the employee has applied for and received an additional leave of six (6) months (maximum). The employee must be notified two (2) weeks in advance of such termination.
6. Education leave. An employee with five (5) years of continuous service with the College may request, upon ninety (90) days advance notice, and subject to the operating needs of the College, may be granted, an unpaid leave of absence for educational or career development for a period up to one (1) calendar year. Educational leave without pay may not be utilized more often than once every five (5) years. The sole purpose of educational leave is to permit full time enrollment in an accredited education institution. The

employee's seniority date shall not be impacted by such leave but the time spent on educational leave shall not count as time worked for seniority purposes.

- I. An employee temporarily vacating a position while on a leave of absence under this article will be returned to the position, if it exists, or to another available vacant position in accordance with the employee's skills and abilities. In the case of health leave, the employee must be certified as fit for duty by a medical provider of the College's choice.
- J. An employee has the right to continue fringe benefits on a self-pay basis for a maximum of one (1) year, unless otherwise stated below:
  1. Maternity/Paternity Leaves. Upon the first day of such leave, accruals for retirement, vacation, and sick leave will cease unless required by state or federal law. Fringe benefits may continue on a self-pay basis for a maximum of one (1) year unless otherwise required by FMLA, OFLA or COBRA.
  2. Military Service Leave. The College will follow state and federal law for military deployments.
  3. Family Hardship Leave. Upon the first day of such leave, accruals for retirement, vacation, and sick leave will cease. College-paid fringe benefits will continue for two (2) months at which time fringe benefits may continue on a self-pay basis for a maximum of one (1) year, as allowed by the College's insurance providers.
  4. Education Leave. Upon the first day of such leave, accruals for retirement, vacation, and sick leave will cease. Fringe benefits may continue on a self-pay basis for a maximum of one (1) year, as allowed by the College's insurance providers.
  5. Health Leave. Upon the first day of such leave, accruals for retirement, vacation, and sick leave will cease. Unless otherwise required by FMLA or OFLA, College-paid fringe benefits will continue for two (2) months, at which time fringe benefits may continue on a self-pay basis for a maximum of one (1) year, as allowed by the College's insurance providers.
  6. Long Term Disability (LTD) Leave. Upon the first day of such leave, accruals for retirement, vacation, and sick leave will cease. Unless otherwise required by FMLA or OFLA, College-paid fringe benefits will continue for two (2) months, at which time fringe benefits may continue on a self-pay basis for a maximum of one (1) year, as allowed by the College's insurance providers.
  7. Workers' Compensation Leave
    - a. An employee who is on Workers' Compensation leave of less than



ninety (90) calendar days will receive all accruals and fringe benefits.

- b. After an employee is on Workers' Compensation leave for ninety (90) days, accruals for retirement, vacation, and sick leave will cease. College paid fringe benefits will continue for one (1) year from date of leave.

K. Return to Work

1. At the expiration of the leave of absence, the employee will, unless otherwise agreed, return at the salary of the step and range that the employee was earning at the beginning of the employee's leave.
  2. In case of a reduction in force or elimination of a position, Article 14 will take precedence.
  3. An employee who is on a leave of absence due to illness or injury may return to work if the employee's medical provider has provided a medical release. At the discretion of the College, the employee may be assigned a modified work assignment if such an assignment is approved by the employee's medical provider.
- L. Management and the Association will collaborate with Human Resources in an effort to minimize the impact that an employee's leave of absence may have on the students, the College, and the department.

## ARTICLE 13: GRIEVANCE, DISPUTE AND COMPLAINT PROCEDURE

- A. "Grievance" as used for purposes of this article is limited to matters that involve an alleged violation of a specific provision of this Agreement that has not otherwise been excluded from the grievance procedure. "Dispute" or "complaint" refers to all other matters not involving an alleged violation of the provisions of this Agreement.
- B. Contract Maintenance Committee  
Matters that are not alleged contract violations of this Agreement but require clarification and interpretation of contract language or other issues mutually agreed to may be referred to the Classified Contract Maintenance Committee (CMC). CMC will not conduct bargaining.

The CMC will operate with the following expectations:

1. Meetings will not be scheduled more often than monthly without the consent of both parties, and will not be scheduled during bargaining.
  2. Either parties may submit agenda items. Agenda items should be submitted one (1) week before the scheduled meeting, if possible. This is to allow parties to properly prepare and have productive meetings.
  3. Resource person(s) may be called in by mutual consent of the parties, upon request.
  4. If any change to contract language is achieved, it will be documented in a Memorandum of Understanding (MOU). The final MOU will be approved by the Association and the College. Agreed-upon MOUs may be temporary with a specified sunset date or will become part of the language of the contract for the remaining contract period. The parties may mutually agree to include language of the MOU in the next bargained Agreement.
- C. Grievance Procedure

The Association may submit a grievance on behalf of a member or members or withdraw a grievance that has been submitted. Any grievance of an employee or group of employees that arises during the term of the Agreement will be handled as follows:

Informal: The parties agree that disputes or complaints are best resolved at the lowest level possible. Therefore any concerns should first be addressed between the immediate supervisor and the employee. This may include, but is not required for, matters involving an alleged violation of a provision in this Agreement.

Step 1: If the matter remains unsettled after the informal step, or if it is more appropriate to file a grievance, the employee and/or Association representative may submit a written grievance to the next-level supervisor or designated representative within twenty (20) days of the date the grievant or the Association knows or should have known of the alleged occurrence. The written grievance will cite the appropriate article(s) and section(s) believed to have been violated, the remedy sought, and any other relevant written information.

Thereafter, the next-level supervisor or designated representative and the employee and/or Association representative will meet within ten (10) days in an attempt to settle the grievance.

Step 2: If the matter remains unsettled ten (10) days after the completion of the procedures in Step 1, the employee and/or Association representative may submit the grievance to the Director of Human Resources or designee. The Director of Human Resources or designated representative and the employee and/or Association representative will meet within ten (10) days in an attempt to settle the grievance, dispute or complaint.

Step 3: If no agreement is reached within ten (10) days after Step 2, the employee and/or the Association representative may file a written request for a meeting with the College president or the president's designated representative in an attempt to settle the grievance.

The College President or the President's designated representative and the employee and/or Association representative will meet within ten (10) days in an attempt to settle the grievance. The President will issue a written decision regarding the grievance within twenty (20) days after this meeting.

Step 4: If no agreement is reached after the meeting with the College President or the President's designated representative pursuant to Step 3, and the Association intends to pursue the grievance further, the Association must notify the Human Resources office in writing and within twenty (20) days after the president has issued his or her decision at Step 3 of its intent to submit the grievance to a mutually chosen third party arbitrator for resolution.

D. Extension of Grievance Timelines

1. The time periods specified in this article may be extended or modified by written mutual consent.

2. If at any step of the grievance procedure the College fails to issue a response within the specified time limits, the grievance may be advanced to the next step of the grievance procedure.
3. If the grievant or Association fails to meet the specified time limits at any step of the grievance and arbitration procedure, the grievance will be considered withdrawn and it cannot be resubmitted.

#### E. Arbitration

1. The Oregon Employment Relations Board (ERB) will be jointly requested by the parties to submit a list of five (5) proposed arbitrators. The College and the Association will each alternately strike from this list (order of striking will be determined by lot) one (1) name at a time, until only one (1) name remains on the list. The name of the arbitrator remaining on the list will be accepted by both parties.
2. The arbitrator may interpret this Agreement and apply it to the particular case submitted to the arbitrator, however the arbitrator will have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor will the arbitrator have any authority to limit or change any policies, practices, rules, or regulations of the College not in conflict with the specific terms of this Agreement. The resolution of any grievance, under the grievance procedure above provided, will be final and binding on the College, the Association and the employee(s) involved.
3. At the time of the arbitration hearing, either party will have the right to examine and cross-examine witnesses, and a written record of the proceedings may be made upon request of either or both parties. If both parties desire copies of the written record, each will pay for the copies they order; all other expenses related to the preparation of the written record, including the cost of the arbitrator's copy and the fees and expenses of the reporter, will be shared equally by the parties.
4. The Association and the College have the right to call members of the Association and other staff to testify at an arbitration hearing. The members of the Association who are called to testify, regardless of work schedule, shall be paid for all time spent testifying at the hearing. If providing testimony necessitates a return to campus at a time not regularly scheduled to work, the member will receive compensation for testifying in addition to time worked on their regular schedule. This provision will not result in overtime being paid, provided the college allows flexibility in the member's regular hours of work.
5. The arbitrator's fees and expenses will be shared equally by the parties.

#### F. Right to Representation

1. The grievant will have the right to request assistance and representation of the Association by notifying the President of the Association of the grievant's intent to file a formal grievance
2. The Association President will have the right to appoint a member from the Association to represent the grievant.
3. An Association representative will have the right to be present and to assist in the resolution of the grievance at each step of the formal grievance procedure. The named representative selected by the Association will not change after the initiation of the procedure.
4. The grievant and the other parties directly involved (hereinafter called the parties) will be paid their regular rate of pay for time spent, which is scheduled by management, in resolving the grievance during their normal working time. This provision regarding paid time applies only to 1) meetings with College management; and 2) meeting between a grievant, an Association representative, and a management representative related to a grievance that has been filed.
5. The parties must notify their supervisor for approval when it is necessary for them to be away from their work in connection with any processing of the grievance.

## ARTICLE 14: LAYOFF AND RECALL

- A. The following provisions apply to regular College employees, who do not work fifty percent (50%) or more on a special contract or grant, and have completed the probationary period.

The Association will be provided, in writing, a minimum of twenty (20) working days' notification prior to any layoff to bargaining unit employees. The parties will meet upon request of the Association to propose alternatives to a reduction in force and to discuss the impact to members of the bargaining unit.

1. In case of a reduction in force, or the elimination of a function, employees will be laid off in accordance with qualifications to perform the remaining required work without further training. When qualifications, skills, and abilities are equal, seniority will prevail.
2. Employees will be given, in writing, a minimum of 20 working days' notice of layoff. This 20 day period may run concurrent to the 20 day notice period referenced above. Those employees who wish to participate in the bumping process must notify the College in writing by 4:00 p.m. of the fifth (5<sup>th</sup>) working day after receiving their notice. Those employees who do not notify the College will automatically be placed on layoff status. Employees will be placed on the recall list the day after their employment ends.
3. If an employee elects to participate in the bumping process, then the employee has ten (10) working days from their last day of employment to submit a complete list of the employee's qualifications, skills, and abilities to the employee's personnel file. The employee may be interviewed by the Human Resources office to confirm their qualifications and to explain procedures. Bumping priority will be as follows:

1st Priority: To the position held by the least senior employee in the same classification and for which the reduced employee is qualified.

2nd Priority: To a position determined by Human Resources that is held by the least senior employee in a classification at the same or lower salary range in a similar job family as defined by Human Resources for which the reduced employee is qualified.

B. Appeal Process

If an employee wishes to appeal Human Resources' decision with regard to the recall or bumping process, they may request a formal assessment of their qualifications as follows:

1. The employee shall notify the Association of their intent to appeal within five (5) days of notification of Human Resources' decision.
  2. The Association and Human Resources will form a Qualifications Appeal Committee (QAC) to assess the appeal within ten (10) days. The Qualifications Appeal Committee will be comprised of:
    - a. Two (2) Association members recommended by the Association President
    - b. Two (2) Managers recommended by Human Resources
    - c. One (1) Classification and Compensation representative from Human Resources
  3. The QAC's decisions will be based on comparisons with the position description, established qualifications, and the ability of the individual to perform the remaining required work without further training as per 14.C.2.c.
  4. Bumping stipulations
    - a. It is understood that the QAC must make its determination within ten (10) working days on the assumption that the "bumping" employee will be able to perform at the same level of competency as the "bumped" employee.
    - b. If the manager finds that the "bumping" employee cannot perform the requirements of the position after fifteen (15) working days, they may appeal to the QAC. The burden of proof is on the manager to show that the employee is not performing adequately.
      - i. If the case can be made, the "bumped" employee will be returned to their original position.
      - ii. The "bumping" employee will be placed on the recall list.
- C. The following provisions apply to employees who work fifty percent (50%) or more on a special contract or grant (i.e., Funds 10 and 16), and have completed the probationary period. The Association will be notified, as soon as the College is made aware, of any layoff to bargaining unit employees. The parties will meet upon request of the Association to propose alternatives to a reduction in force and to discuss the impact to members of the bargaining unit.
1. The College's employment obligations and the position are subject to termination or reduction at any time that the funding for the program, special contract or grant as described above is terminated or reduced, without review under the provisions of this Agreement and without further payment into the program by the College.

2. If such a termination should occur, the following provisions apply:
    - a. The College will identify the position(s) to be eliminated, in its discretion.
    - b. If more than one (1) grant-funded employee within the same program holds a position within the same job classification and performing the same job duties, the employee(s) with the longest service in the Classified bargaining unit will be retained, provided the College determines that the employee(s) to be retained is qualified for the position(s) and provided that the employee(s) to be retained has at least six (6) months of service in the classified unit.
    - c. For purposes of paragraph b above, "program" is the that which an employee is assigned by the College.
    - d. If an employee simultaneously works in more than one (1) program, the employee will be considered to work only in the unit to which they are assigned as of official College record, for purposes of paragraph B.2.b above.
    - e. Grant or contract employees cannot participate in the bumping process.
  3. When appropriate under the special funding contract or grant guidelines, the College agrees to apply for adequate special contract or grant funds to insure full compliance with this Agreement.
  4. Classified employees who are initially hired on special contracts or grants and who want to voluntarily transfer to a position funded by the general fund will be subject to the regular staff recruitment and selection process for such available positions.
- D. The following provisions apply to all employees who have been laid off from a position at the College:
1. Employees will be placed on the recall list the day after their employment ends.
  2. Each employee on layoff status must notify the Human Resources office in writing as to the employee's present address, email address and telephone number. This notice will be updated quarterly or when there is any change, whichever is sooner.
  3. Layoff status will automatically terminate after two (2) years from the date that the employee was placed on the recall list.



4. Classified employees on the recall list will be considered, without competition, for an open position for which the employee is qualified for and that is at or below the salary range they were laid off from. The first 130 working days in the new position will be used as probation. If the employee is not successful after the evaluation period, the employee will be placed back on the recall list. The time previously on the recall list, before accepting the open position, plus the evaluation period, count towards the two (2) year recall list limit.
5. The college will fill open positions from the recall list by following these processes:
  - a. Employees will be recalled to work in accordance with skills and ability to perform the required work. If skills and abilities are equal, employees will be recalled from layoff according to the highest seniority.
  - b. If HR notifies an employee to inform them of an open position, the employee notified has five (5) days to contact HR. If the employee declines the position or does not respond, HR contacts the next employee on the recall list to offer them the open position, this process will continue down the seniority list until all qualified employees on the layoff list have been contacted.
  - c. For those employees that failed to respond under section 5.b, HR will mail a certified letter to the employee's last known address. Employees who fail to respond within ten (10) days shall be considered a voluntary resignation and the employee shall be removed from the recall list.
  - d. Employees will be placed on the list according to their salary range. Employees at the same salary range will be placed on the list according to seniority. If a position opens that is the same salary range, the most senior qualified employee will be offered the position. If the employee declines the offer to accept the same salary range position, the employee will move to the bottom of the layoff list, and the next person on this list will be offered the position. If an employee declines a same salary range position two (2) times, it shall be considered a voluntary resignation and the employee shall be removed from the recall list.
  - e. If a position opens, and there are no employees of the same salary range, employees of a higher salary range may be offered the lower salary range position based on skills, abilities and seniority. If an employee accepts the position, they will be placed as a new hire.

There is no recall list placement penalty for not accepting a lower salary range position.

- f. If a position opens, and there are no employees on the recall list that are the same salary range or above, and if an employee(s) qualifies for this open position, HR will notify them that the position is open. The employee can apply for the position as an internal Classified applicant.
  6. No new employees will be hired by the College until all employees on layoff status desiring to return to work have been recalled or there are no qualified laid off employees who can fill the position.
  7. Failure to report to work within ten (10) days of notice of recall will terminate any and all relationships with the College.
- E. As related to this article, “qualifications” means those qualifications required by the position description on record for the job in question. “Skills and abilities” means that the employee must have to be able to perform the required work as determined by HR without further training. “Without further training” means the ability to perform with the same competency as the “bumped employee” as related to the essential job duties of the job description within ten (10) working days. Job descriptions for this purpose are those position descriptions on record.
- F. District-funded Classified employees who are unemployed because of reduction in staff will have their medical insurance benefits paid by the College for a period not to exceed three (3) months, provided they are
1. Not employed elsewhere
  2. Not covered by a spouse or domestic partner
  3. Not covered by any other source.
- G. Accepting an MHCC part-time hourly position will not remove the employee from the recall list.

## **ARTICLE 15: PERFORMANCE IMPROVEMENT, DISCIPLINE, AND DISCHARGE**

- A. An employee has the right to request Union representation in a meeting if they feel the meeting could lead to discipline.
- B. Letters of Expectations  
Letters of Expectation are intended to memorialize and reinforce coaching from supervisors to clearly communicate expectations for employees. Letters of Expectation are not considered discipline, are not subject to the grievance provisions of the contract, nor shall they be entered into an employee's personnel file.
- C. Performance Improvement Plans
1. The parties agree that issues relating to routine employee performance should occur at the lowest possible level and focus on the need for improvement. When the performance of an employee is determined by the supervisor to fall below expected levels, the employee and supervisor shall meet to discuss the employee's performance. After the meeting, the supervisor, in consultation with Human Resources, may prepare and present a performance improvement plan (PIP) identifying specific problems the employee must correct and the means by which the employee will correct them. The supervisor will provide notice that failure to comply with the PIP to improve performance to expected levels may result in discipline up to and including dismissal for just cause. The employee shall be provided sixty (60) days from the date the PIP is presented within which to improve performance. The supervisor may extend the PIP after a discussion with the Association.
  2. Within fourteen (14) days of the conclusion of the period of the PIP, the supervisor shall conduct an evaluation to determine whether the employee has complied with the PIP. The supervisor shall present the evaluation at a meeting with the employee and the employee's Association member representative, if a member representative has been requested. If the supervisor fails to conduct the evaluation at the conclusion of the period of the PIP, or fails to extend the PIP, the employee shall be deemed to have complied with the plan.
  3. If performance falls below expected levels in any area in the ensuing twelve (12) months after successful completion of the PIP, no additional PIP will be issued, and the employee may be subject to discipline, up to and including dismissal for just cause, with approval from the Office of Human Resources.

4. PIPs are not considered to be discipline. Future disciplinary action will be based on performance or conduct that occurs either during the period of time identified in the PIP, or after the PIP period has concluded.

D. Reprimand, Demotion, Suspension without Pay or Termination

1. Except in the case of probationary employees, who may be disciplined with or without cause, reprimand, demotion, suspension without pay or termination of any regular employee will be made only for just cause. The following list includes but is not limited to reasons for reprimand, discharge, demotion, or suspension.
  - a. Unsatisfactory work performance.
  - b. Unauthorized absence(s).
  - c. Refusal to perform assigned work.
  - d. Insubordination.
  - e. Attendance issues.
  - f. Violation of law, policy and/or Administrative Regulations.
2. If any employee is reprimanded, demoted, suspended from paid employment or terminated, and believes he or she has been dealt with unjustly in accordance with this Agreement, the employee may appeal the action in accordance with the grievance procedures.
3. Reprimand, demotion, suspension without pay or termination of any probationary employee is governed by the provisions of Article 4.
4. The principles of progressive discipline shall be used when appropriate and dependent upon circumstances. Progressive discipline may include, but not be limited to: written reprimands, demotion, suspension without pay, and dismissal.

## ARTICLE 16: PUBLIC SAFETY

Public Safety Officers shall be afforded all the same rights and privileges as all other members of the Classified Bargaining Unit unless specifically outlined in this article. For the purposes of this section, Public Safety Officers designation shall include the Lead Public Safety Officer as well, unless otherwise specified.

### A. Work Schedules

Public Safety Officers will be scheduled shifts with no less than two (2) consecutive days off and at least ten (10) hours between the end of one (1) scheduled shift and the beginning of their next scheduled shift, unless mutually agreed upon by the Public Safety Officer and management. Shift schedules are to be assigned by seniority and posted no less than two (2) weeks ahead.

1. Schedules may not be adjusted without a minimum of two (2) weeks' notice, unless special circumstances exist and mutually agreed upon by Public Safety Officers, the Classified Association and department management.
2. Public Safety Officers may trade shifts or days off with other Public Safety Officers by mutual agreement between the affected employees and approval of the supervisor. Such trades may not be approved if it would result in additional overtime or compensatory time for the employees.
3. There will be no less than one (1) shift bid per year where all schedules are posted and each fulltime officer will choose their schedule by seniority. One (1) regularly required shift bid will occur on November 1 and the bidding process will begin on that day. Each officer will have no longer than five (5) days to make their selection. The new schedules selected will begin on January 1.

### B. Shift Differential

1. For each shift in a week that the majority of work hours fall between 11 PM and 6 AM will receive a two percent (2%) shift differential.
2. For each shift in a week that the majority of work hours fall between 5 PM and 11 PM will receive a one percent (1%) shift differential.
3. Work hours that do not meet either 1 or 2 above will not receive a shift differential for that shift.
4. Work hours that fall equally into two (2) of the time periods in 1 or 2 above will receive the higher shift differential.
5. Shifts falling in to the time periods outlined in 1, 2, or 4 in a one-week period must be forwarded to payroll in writing by the supervisor in order for the employee to receive the differential.

C. Equipment and Uniforms

Public Safety Officers will be provided no less than five (5) uniform shirts, in their preference of short sleeve or long sleeve; five (5) pair of uniform pants, in their preference of short or long; and other required equipment.

After the first year of employment in the public safety department, employees will be provided up to \$400 annually for replacement uniforms, which could include acceptable footwear.

D. Parking

For shifts other than weekday day shifts, excluding holidays and closures, Public Safety Officers will be provided an optional place to park their personal vehicle that is away from the public, behind a gate and secured while they are on duty.

E. Group Term Life Insurance and Group Accidental Death and Dismemberment Insurance

1. The group term life insurance benefit for Public Safety officers will not be less than \$100,000 benefit per employee.
2. The group accidental death and dismemberment insurance benefit for Public Safety Officers shall not be less than \$100,000 per employee.

F. Non-Service Days between Christmas and New Year's Day

All days between Christmas and New Year's Day exclusive will be non-service days for the College. The reduction of service days provided by this Agreement will not reduce the compensation or accrued time of any employee.

The College requires full-time public safety officers to work non-service days as bid on in the yearly bid and thereafter scheduled. Public safety officers whose regular schedule falls on the non-service day will be afforded the opportunity to bid to work their regular shift. If that officer declines, the shift shall be bid by seniority so long as overtime is not created.

An Officer assigned to work a shift during the non-service period will be paid double-time for all hours worked, plus applicable shift differential.

If an employee requests time off during this period of non-service days they are scheduled to work, subject to the operating needs of the College, that time will be granted. If two (2) or more employees request the same recognized non-service off and the matter cannot be resolved by agreement of the employees concerned, the employee(s) with the greater seniority under Article 1 shall be granted time off; provided however, that an employee shall not be given this seniority consideration more than once every two (2) years for any given recognized non-service.

G. Holidays

If an employee requests time off on a recognized holiday that they are scheduled to work, subject to the operating needs of the College, that time will be granted. If two (2) or more employees request the same recognized holiday off and the matter cannot be resolved by agreement of the employees concerned, the employee(s) with the greater seniority under Article 1 shall be granted time off; provided however, that an employee shall not be given this seniority consideration more than once every two (2) years for any given recognized holiday. Public Safety employees will be given all holidays off as specified in Article 10 (not the observed holiday). (An employee working on a holiday will receive regular pay for the holiday plus single time, including all applicable shift differentials.)

H. Time Off Requests

Due to the scheduling nature and need for coverage at the College, Public Safety employees should give a minimum of two (2) weeks notice for any preplanned leave needed, including planned doctor's appointments. This excludes the daily use of sick leave. Any exceptions to this timeline must be mutually agreed to between the supervisor and the employee, in writing.

I. Officer Safety

The parties agree to discuss the on-going safety issue of single coverage shifts with the Association in CMC.

## **ARTICLE 17: PART-TIME TEACHING**

- A. Employees covered by this Agreement will not be denied the right to apply for and accept part-time teaching positions with the College, provided, however, that the College has no obligation to permit such employees to work in part-time teaching positions if the College, in its discretion, determines that it would thereby be obligated to pay overtime under the Fair Labor Standards Act (FLSA). They will be treated as any other individuals applying for part-time teaching positions.
- B. If an employee covered by this Agreement is selected for a part-time teaching position, it is understood by both parties to this Agreement that such duties will in no way be considered additional duties to the employee's classified job unless the College, in its discretion, has added such duties to the employee's job description as a classified employee.
- C. It is also understood that Association members will not apply for part-time teaching positions whose scheduled hours conflict with their classified position work hours without approval of their supervisor. Association members who accept part-time teaching positions will be responsible and accountable for not allowing their part-time teaching duties to interfere with their classified job functions.
- D. Association members who apply for but are not selected for part-time teaching positions will not have recourse under the grievance procedure of this Agreement (Article 13).
- E. Employees who agree to reduce their classified hours at the request of management to accommodate a part-time teaching schedule will be treated as a regular full-time classified employee for all purposes of this Agreement. (No loss of status or benefits will occur.) It is agreed that this article does not require duplication of benefits.
- F. Employees who teach as a part of their regular classified positions will not be required to split their positions into classified and part-time teaching and will continue as Association members. Should an employee's teaching duties increase such that the classified position is eliminated and the position is then created as a faculty position, the affected employee will be given a preference to outside applicants, if that individual's qualifications are equal within the discretion of management.



## **ARTICLE 18: ASSOCIATION BENEFITS**

To implement further the cooperation pledge as set forth in this Agreement, the College agrees to the following:

### **A. Office Space**

1. The College agrees to rent a room to the Association for its office, with appropriate office equipment for the duration of this Agreement. The Association may schedule conference rooms on the same basis as any other campus group.
2. Rent is fifteen dollars (\$15) per month.

### **B. Classified Professional Development Funds**

1. The College will provide \$30,000 per year during the life of this Agreement for professional development for Classified personnel.
2. Professional Development Funds will not be used for mandatory in-service programs to train personnel as to College practices and procedures or required licenses or certificates. Professional Development Funds may be used to upgrade individuals with special training sessions and/or College course work.
3. The Classified Professional Development Committee
  - a. The Classified Professional Development committee will be comprised of five (5) members:
    - i. The Association president; and
    - ii. Four (4) at large Association members.
  - b. The decisions of the committee are not subject to the grievance procedure.
  - c. The Committee may approve funds, upon request from area supervisors, for an employee to take a course or a training program during a work shift, only if job related, without loss of pay to the employee.

C. The Association President will be paid an annual stipend of \$6,000 (six thousand dollars) for working with the Board and the College President on College matters. The stipend will be paid on a monthly basis.

### **D. Association Officers**

1. The Association Officers may, without loss of pay, use up to an aggregate of twenty (20) hours in any one (1) week to participate in the following functions of mutual interest to the College and the Association.
  - a. Executive Officer team meetings
  - b. Executive Board meetings
  - c. Classified Association meetings
  - d. Other matters mutually agreed upon by the Association and the College.

No individual Association Officer shall exceed eight (8) hours in a given week.

2. Each Association officer must submit a monthly accounting of the hours used to the director of Human Resources. Such accounting must be signed by the employee and the employee's supervisor and include the following information: the name of the officer, the office held, the number of hours used by the officer under this provision, and a description of the reason for the use of such hours.
3. The Association Officers will be responsible for advising their supervisor when he or she will be away from his or her job. It is understood that the above time limitation does not apply to the handling of official grievances or attendance at special committee(s)/meeting(s) requested by the Administration.
4. Notwithstanding the above, if the Association president designates another classified member of the bargaining unit to represent the grievant in a grievance procedure, the Association president will not be given release time for the same purpose.

#### E. Release Time

1. Unlimited paid release time with prior approval from management will be granted to all Classified Association members for the following:
  - a. Authorized College-related committee meetings
  - b. Actual negotiations time, if conducted during regularly scheduled work hours
  - c. Other matters mutually agreed upon by the Association and the College
2. The Association officers or their designees shall be granted forty (40) aggregate hours of paid release time per year to be used for the purpose of training in matters relating to the Association's duty of fair representation,

bargaining, contract enforcement and maintaining its collective bargaining relationship with the College.

3. Limited Paid release time will be granted to all Classified Association members for the following:
  - a. General Membership Meetings, usually held quarterly, will receive two (2) hours release time, if the meeting occurs during the last two (2) hours of the day, or one (1) hour, if the meeting is held in conjunction with unpaid lunch time. The College and Association will collaborate to provide meeting time(s) for employees on swing or night shifts.
  - b. Other meetings as approved, in writing, by the Association and Human Resources.
  - c. Meetings related to a grievance in accordance with Article 13.F.4.

## ARTICLE 19: COLLEGE CLOSURES

A. The College and the Association are in agreement that there are three (3) basic College closures and the parties will adhere to the following conditions:

1. Total Closure: The College president or designee will make the decision to totally close the College. Notice of total closure will be announced to the employees on the College website and other viable means. Managers will notify essential personnel expected to be on duty as per department practice.

Pay will continue for all employees, unless such closure continues beyond three (3) consecutive working days. Should the closure last more than three (3) consecutive days, the Association President will be notified regarding the College's decision whether employees are paid beyond the three (3) consecutive days. The designated essential personnel will be compensated at double time.

2. Delayed opening or early closure: Employees will be notified that the College will not open until a certain specified time or will close early due to circumstances beyond the control of College administration. When a delayed opening is announced, employees will be expected to be at work at the announced opening time unless they are designated as essential personnel. When an early closure is announced, employees are expected to leave the college at the stated closure time unless they are designated as essential personnel. Exceptions may be made by the President or designee. All employees will be paid for their normal work hours.
3. Partial Closure: Employees are expected to report to work as usual during certain partial closures when students are not required to report for classes. During such closures there may be areas where employees are given the option to leave work without pay or to assist in some area for pay. If an employee is unable to report to work during a partial closure that subsequently becomes a total closure, the employee will be compensated for the employee's normal work hours during the total closure.

### B. Essential Personnel

The College values the safety of all employees and it is understood that if reporting to work would result in an unsafe commute, the employee should notify their supervisor. If an employee determines it is unsafe to report to work during a weather-related closure, the employee will not be impacted

negatively for their decision.

1. Managers, in collaboration with Human Resources, will determine and designate essential personnel expected to be on duty for various types of closures.
  2. The essential personnel referred to in Article 19.B may be activated at the time a closure is determined and will be so notified. Employees who are activated to work shall be compensated at double time, during the period that they work.
- C. Employees should assume a closure is in effect until 5:00 AM of the day following the closure day.
- D. It is further understood that a closure may not affect all employees equally. During a closure it is possible that groups or shifts may or may not be impacted.

## **ARTICLE 20: EQUAL OPPORTUNITY EMPLOYER**

- A. The College and the Association are in agreement with the established policy and practice of not engaging in unlawful discrimination, and providing to all candidates for employment and employees equal opportunity and consideration, consistent with any status or characteristics protected by Board policy or any applicable laws. This would include but is not limited to: laws and policies relating to discrimination on the basis of race, creed, color, national origin, age, sex, disability, gender identity, veterans status, or marital status.
- B. Neither the College nor any of its agents or representatives will discriminate against any employee because the employee is a member of, or acting as, an officer or other representative of the Association.
- C. Neither the Association nor any officer or other agent or representative of the Association will intimidate or coerce any employee.
- D. Every College employee has the right to ensure that the procedures and benefits covered in the Agreement are implemented for the employee in the manner specified by the Agreement. No employee will retaliate against or intimidate any other employee who has questioned the proper implementation of this Agreement (by contacting the Human Resources office or any Association representative).

## **ARTICLE 21: ASSOCIATION SECURITY AND MEMBERSHIP**

### **A. Association Security**

1. Employees have the right to membership in the Association, but membership in the Association is not required as a condition of employment.
2. The Association will provide to the College, for distribution to newly hired classified personnel, a document advising them that the Association is their exclusive bargaining representative. This document shall include a list of Association officers, representatives and Association contact information.
3. An Association representative will be provided up to forty-five (45) minutes for a New Employee Orientation, in order to meet with newly hired Classified staff. The College shall provide to the Association President the names of the new employees. The Association will contact the employee to schedule an orientation. This shall be paid release time for the Association representative during their regularly scheduled shift.
4. Collective Bargaining Agreement Distribution
  - a. The College agrees to print this Agreement for any Classified Employee who requests a copy. The Agreement will be available on the HR website, within thirty (30) days of signing.
  - b. A printed copy of the current Collective Bargaining Agreement will be available to new Association members upon hire.
5. Dues Check-Off
  - a. The Association will notify the College's agent, in writing, of the exact amount of regular membership dues to be deducted and the legal names of the members from whom such deductions are to be made. Upon receipt of a payroll deduction authorization from the employee, the College will make monthly Association dues deductions from the employee's pay and remit such deductions to the official designated by the Association in writing. The Association shall also notify the College when a bargaining unit member should no longer have dues deducted. The College shall enact dues deduction changes on the pay period following notification.
  - b. Remittance of Dues
    - i. Reporting  
Within ten (10) days after each pay period, the College shall send the Oregon Education Association (OEA) Membership Specialist and the Association Treasurer an Excel-compatible

spreadsheet of the NEA/OEA/CEA dues, including voluntary Association contributions, deducted from each member's paycheck.

ii. Payment to OEA

Within ten (10) days after each pay period, the College shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.

iii. Payment to Classified Association

Association dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the Association Treasurer.

B. Maintenance of Support

1. All employees covered by this Agreement who become members of the Association, shall remain members of the Association during the term of this Agreement.
2. This provision does not apply to any employee, who, within the month of September, withdraws from the Association by sending a signed withdrawal statement to the Association with a copy to the College's agents.
3. In the event that Section B is also overruled by changes to state law or federal law, the parties will meet within thirty (30) days to discuss alternate language pursuant to ORS 243.702.

C. Information

1. The Association, in partnership with OEA, shall provide the payroll office with a current list of all members of the bargaining unit at least quarterly.
2. Each month, the College shall provide the Association with a current list of all members of the bargaining unit, including all new Classified employees. The list will include name, ID number, home address, home phone, placement, exempt/non-exempt status, and position FTE. In addition, the College will provide the employee's department, job title, and campus work email, if available.

D. Indemnification Clause

The Association agrees to indemnify and hold the College harmless against any and all claims, suits, orders, or judgments brought or issued against the College as a result of any action taken by the College under the provisions of Sections A.5 and B of this Article. Such waiver shall not apply to any action by the Association to enforce the terms of this Agreement. This hold-harmless



agreement shall be void unless the College (1) gives immediate notice of any claim to the Association, (2) tenders to the Association the defense of any claim, and (3) fully cooperates with the Association and its designated counsel in the defense of the claim.

- E. Classified employees (as defined in Article 1.A) who as of July 1, 1993, are on special contract or grant funds that are entirely or largely funded by sources other than local taxes, tuition, and state FTE appropriations and that have not been established by the College as permanent College programs, will be eligible for membership in the collective bargaining unit if fifty (50) percent or more of the Classified employees on an individual government grant or special contract show their interest in uniting and joining the collective bargaining unit.

If fifty (50) percent or more on a specific government grant or special contract show interest, all Classified employees on that grant or contract will become members of the unit and have all rights and obligations of this Agreement, except those limitations imposed by the granting or contracting agencies, and as specifically noted in other provision(s) in this Agreement.

Classified employees hired on a special contract or grant funds established after July 1, 1993, that are entirely or largely funded by sources other than local taxes, tuition, and State FTE appropriations and that have not been established by the College as permanent College programs will automatically become members of the collective bargaining unit.

## **ARTICLE 22: COLLEGE-ASSOCIATION RELATIONSHIPS**

- A. The Association recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the Association members and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and better wages, the College must be in a strong position, which means that it must maintain comparable tuition, a comprehensive approach to all programs, a flexible approach to scheduling programs, and innovation in program development, and to accomplish such with the lowest possible comparative costs that are consistent with other comparable labor standards and salaries.
  
- B. The Association therefore agrees that it will cooperate with the College and support their efforts to ensure a full day's work on the part of its members, and that it will actively combat absenteeism, tardiness, and any other practices that impair the operation of the College. It further agrees that it will support the College in its efforts to maintain good morale and accurate communications to the employees; to help prevent accidents to employees and students; and to strengthen the goodwill between the Board, the administration, the faculty, the students, and the community the College serves.

## **ARTICLE 23: FUNDING**

- A. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and, in certain circumstances, by vote of the citizens.
- B. All such compensation is therefore contingent upon sources of revenue and, if necessary, voter budget approval. The College has no intention of reducing the compensation specified in this Agreement because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The College agrees to include in its budget request amounts sufficient to fund the compensation provided by this Agreement, but makes no guaranty as to passage of such budget requests or voter approval thereof, if such requests become necessary.

## **ARTICLE 24: SAVINGS CLAUSE**

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, compliance with the remainder of the Agreement will not be affected thereby. Upon the request of either the College or the Association, the parties will enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision; provided, however, that the provision of the strike/lockout article will continue in full force and effect even though a satisfactory replacement is not achieved. It is understood and agreed that any such matter will not be subject to arbitration hereunder. All other provisions, sections, clauses, and articles will remain in full force and effect.

## **ARTICLE 25: NO STRIKE – NO LOCKOUT**

Both parties agree to abide faithfully by the provisions of this Agreement and the Board Policies and Administrative Regulations. As a condition of the various provisions of this Agreement to which the parties have agreed, the conferring agent pledges that members of the Association will not engage in a strike, work stoppage, slow down, or any other activity that would impede the normal workday during the term of this Agreement, and the College pledges that it will not conduct a lock out during the term of this Agreement.

## **ARTICLE 26: PERFORMANCE REVIEW**

It is the intent of the performance review process that the supervisor and employee engage in discussion on an ongoing basis about areas of strength, growth and performance improvement, to promote continued success of the employee. The process should be seen as a communication tool between supervisor and employee, a formal opportunity to discuss goals for improvement, areas of interest, and growth.

A committee will be formed and charged with developing the performance review process. It is the intent of both the College and the Association to revise the performance review process in a manner that is useful to employees and management.

- A. The Committee will consist of three (3) Classified employees appointed by the Association, three (3) administrators appointed by the Human Resource Director, and others, as agreed among all Committee members.
- B. The only formal performance review completed during the life of the committee will be for probationary employees using the previous process.
- C. In 2019, the Committee will convene within 60 days after ratification. The committee will disband after the new performance review process is approved.
- D. The committee will collaborate and provide input and suggestions for improvement of the review process.
- E. Recommended changes to the process will be presented to the Director of Human Resources (HRD) for review and approval within one (1) year of date of ratification. If no mutually agreed recommendation is presented to the HRD within this time frame, the Committee will continue for a time period not to exceed six (6) months.
- F. Approved changes will be implemented by a date to be determined by the committee.

## **ARTICLE 27: PERSONNEL PRACTICES**

### **A. Attendance**

Each employee will report to work on time and will leave work at the end of their shift. When any employee must be absent from work, the employee must notify their supervisor prior to the beginning of their work shift (see Article 12.A.4).

### **B. Breaks and Lunches**

It is the College's obligation to provide reasonable breaks and lunch periods as required by law. If an employee is unable to take a lunch they should notify their supervisor and/or Human Resources of the concern as soon as possible so that proper workloads can be addressed.

### **C. Job Abandonment**

Failure to report to work for five (5) consecutive days for non-medical reasons without any notification or prior approval, will be considered to have abandoned their position with the College and is dismissed from employment. A reasonable and documented effort will be made to contact the employee during this time in order to determine the need for leave.

### **D. Resignation**

Any employee desiring to resign must submit their resignation, in writing, to their supervisor and the director of Human Resources, preferably with a minimum of ten (10) days notice prior to the effective date of resignation. The effective date of resignation must be the last day the employee works. Accrued but unused vacation time for a regular employee will be paid with the final paycheck.

### **E. Attendance Records**

Each employee is responsible for accurately reporting his or her attendance in accordance with time and attendance reporting standards. A manager with first-hand knowledge will approve the attendance report.

### **F. Personnel Records**

1. Within five (5) days of a written request to Human Resources, an employee may review and copy any material from their personnel cumulative file, which is the only official file. Access to personnel files will be in accordance with Administrative regulations.
2. The personnel folder for each employee should contain the following, if applicable:
  - a. Initial application
  - b. Salary history
  - c. Evaluations

- d. Grievances and resolutions
  - e. Recommendations
  - f. Notices
  - g. Reprimands
  - h. Responses
3. The employee will be notified, in writing, when anything negative has been placed in the file. The employee has the right to respond to or answer any document in the employee's own personnel folder. This includes the right to request consideration for the removal of such information that the employee feels is:
- a. Not factual or correct.
  - b. Related to disciplinary matters that have been corrected.
  - c. Any notice of discipline that is older than three (3) years, and for which no similar issues have arisen in that time, shall be considered removed from the employee's file.
4. Upon written request, an employee may review or copy all material pertaining to their attendance (vacation, sick and business leave, etc.).
5. Employees may add copies of achievements of any kind to their personnel record in order that they may be used at a later time to assist in demonstrating eligibility for job promotions or advancement of steps.

G. Safety Standards

An employee will be subject to disciplinary action, including dismissal, for failure to follow safety procedures prescribed by the College, or willfully or negligently creating unsafe or hazardous working conditions.

H. Civil Proceedings

Employees will be named as additional insured on the College's liability insurance policy while performing duties within the scope of their professional assignments. Legal service to the employees will be as provided by the insurance carrier.

I. Notification

- 1. The Association president will be notified, in a reasonable time, when a formal grievance is filed by an employee according to Article 13,C.
- 2. When brought to the attention of the director of Human Resources, the director of Human Resources will notify the Association president, within a reasonable time, of any and all impending administrative actions that affect classified members in one (1) of the following areas:



- a. Salary non-advancement;
- b. Reclassification or reassignment; or
- c. Discharge, demotion, or suspension (with or without pay).

## **ARTICLE 28: TERMS OF AGREEMENT**

The Classified Association, represented by the President and Vice President of the Association, and the Board of Education represented by the President of the College and the Chair of the Board whose signatures appear below, hereby agree to this Agreement with the Classified Association for four (4) years commencing July 1, 2019 and ending June 30, 2023 as described herein.

- A. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively unless mutually agreed upon with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
- B. The parties agree to commence negotiations within ten (10) days of January 1 of the year in which this Agreement expires. For purposes of ORS 243.712, the parties agree that the 150-day period shall commence on January 11 of the year in which this Agreement expires.

## **APPENDIX A: EARLY RETIREMENT INCENTIVE**

- A. The College will offer a one-time early retirement incentive to Classified Employees who have served the College a minimum of ten (10) years of continuous service immediately prior to retirement, who are either 55 years of age or have thirty (30) years of creditable service under the Public Employees Retirement System (PERS).
- B. Those employees retiring under this early retirement incentive MOU will receive the benefits provided in Article 8.A sections D thru G.
- C. To be eligible for early retirement incentive, the employee must retire after ratification of this Agreement and prior to April 1, 2020, with written irrevocable notice submitted to Human Resources by March 1, 2020.
- D. The employee will receive severance pay of \$1,500 for each year of age less than sixty-five (65). Retirement at the age of sixty-five (65) or older will receive no incentive pay. This will replace any payment the employee may be eligible for under Article 8.A.
- E. Classified employees who are not yet Medicare-eligible and retire will receive a subsidy equal to the two-party Kaiser 1 premium. This subsidy will be in effect for a maximum of five (5) years from the date of retirement, but not beyond the age of the employee's Medicare eligibility. This subsidy may be allocated in whole or in part for any College medical, dental, vision, and/or life insurance benefit plans for the Classified member or the member's spouse/domestic partner and/or IRS dependent(s). Any premium costs not covered by the subsidy will be borne by the retired Classified member. A retiree who no longer qualifies for two-party coverage reverts to provisions in Article 8.B