



2021-2025

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**UMPQUA COMMUNITY COLLEGE**

**AND**

**ASSOCIATION OF CLASSIFIED EMPLOYEES OF UMPQUA COMMUNITY COLLEGE**

This Agreement is between the Umpqua Community College District Board of Education (the "College") and the Association of Classified Employees of Umpqua Community College affiliated with the Oregon Education Association as certified by the Employee Relations Board (the "Association").

For the Association:

For the College:

Becky Kipperman, President  
Umpqua CC Classified Association

Leslie Bryant, Negotiation Co-Chair  
Umpqua CC Classified Association

Steve Loosley, Chair  
Umpqua CC Board of Education

Dr. Rachel Pokrandt, President  
Umpqua Community College

***DECLARATION OF COLLEGIALITY***

*It is the combined goal of the Association of Classified Employees of Umpqua Community College and the College Board and Administration to collaboratively sustain a climate of effective communication and mutual respect to achieve the outcome of a culture where all campus citizens are held in regard and treated with dignity and respect. A climate such as this will promote the success of students and serve the citizens of our region.*



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## ARTICLE 1 - RECOGNITION – DEFINITION

### A. BARGAINING UNIT DESCRIPTION

Umpqua Community College hereby recognizes the Association of Classified Employees of Umpqua Community College (ACEUCC) affiliated with the Oregon Education Association and the National Education Association as the exclusive representative of all classified employees of the College who work or are scheduled to work an average of 20 hours per week or more during three academic terms in a year.

### B. EXCLUSIONS TO UNIT

Specifically excluded from the bargaining unit are classified employees who work less than an average of 20 hours per week during three academic terms in a year, supervisory and confidential employees as defined by PECBA, faculty, and students employed by the College, and casual employees.

### C. DEFINITIONS

Compensatory time – time taken in lieu of overtime calculated at the same rate as overtime pay (not less than time and a half). All rules and practices that apply to overtime will apply to compensatory time, i.e., the employee must have worked 40 hours to earn compensatory time; holiday, vacation, and sick time are not included for calculating compensatory time.

Day(s) – the day(s) when the College’s administrative offices are open for business.

Full-time – employees who work or are scheduled to work 40 hours per week during a minimum of three academic terms in a year.

Grant funded – bargaining unit members as defined in Section A, whose position in a department/program designated as grant funded (i.e., Upward Bound, JOBS) and is funded greater than 0.5 FTE by sources other than general fund or tuition. The term of employment will be clearly designated on the employee’s hiring documentation, with continuing employment contingent upon grant funding.

Grievance – complaint by unit member(s) or the Association that there has been a violation of any provision of this Agreement.

Grievant – the person or persons making the complaint.

Part-time – employees who work or are scheduled to work at least 20 hours per week but less than 40 hours per week during a minimum of three academic terms in a year.

Probationary employee – status of one who is newly hired, reassigned, transferred or promoted to a bargaining unit position for a specified period of time to be evaluated by the supervisor as described in Article 8 Employment Status / Disciplinary Action.

Self-support – bargaining unit members as defined in Section A whose position in a department/program designated as self-support (i.e. cafeteria, bookstore) is funded greater than 0.5 FTE by sources other than general fund or tuition. The term of employment will be clearly designated on the employee’s hiring documentation with continuing employment contingent upon funding.

Temporary – bargaining unit members, as defined in Section A, who are hired by the College for a specific job assignment involving a limited period of time, not longer than one year. This may include temporary positions funded by grants, but does not include regular grant funded employees as defined in Article I. All temporary employees of the College are employed on an at-will basis. The term “temporary” and the anticipated ending date will be clearly designated on the employee’s hiring documentation.

#### D. SUBCONTRACTING

The College shall notify the Association, prior to any Board action, if at any time they are considering the contracting out of bargaining unit work/positions. After such notification, the College will enter into discussions with the Association to provide the opportunity to suggest alternatives to subcontracting. If, after discussions have been completed, the College determines to contract out bargaining unit work/positions through Board action, the College shall enter into immediate negotiations under ORS 243.698 over the impact of such decision.



## **ARTICLE 2 - ASSOCIATION RIGHTS**

### **A. USE OF COLLEGE FACILITIES**

The Association and its representatives shall have the right to use College facilities for meetings. College facilities shall be scheduled in advance when they are required for meetings. The Association may use the facilities without charge, except that it will pay for any specific extra costs, such as costs for custodial employees that are incurred by the College because of the use.

### **B. TRANSACTION OF BUSINESS**

Association business/meetings shall be transacted at such times that it will not interfere with the performance of the employee's regular duty. Member's may be released from their assigned work shift to attend to Association business or meetings of up to two hours only with advance approval of their supervisor and agreed-upon adjustment of their work schedule so that the work is made up within the same work week. No overtime shall be incurred by the College as a result.

### **C. POSTING OF NOTICES**

The Association shall have the right to post notices on College approved bulletin boards. The Association may use the College's mail and e-mail service for communication. Email use will be for the purposes of professional communication and in accordance with UCC computer usage policies.

### **D. COLLEGE BOARD AGENDAS**

The Association may suggest items to be placed on the agenda of each regular meeting of the College Board of Education as long as those matters are made known to the College President at least ten (10) business days prior to the board meeting.

### **E. PRESIDENT'S OPPORTUNITY TO SPEAK AT BOARD MEETINGS**

The President of the Association or his/her designee may give a monthly presentation to the Board of Trustees at each regular Board meeting on relevant issues. Comments will be made with professionalism and a level of trust. This contractual right does not waive the Association's President or his/her designee from speaking during the public input portion of the Board's agenda.

### **F. ACCESS TO INFORMATION**

The Association shall be furnished agendas, minutes, budget documents and other written

materials falling within the provisions of the Oregon Public Records Law, ORS 192.420 et seq. and the Public Employee Collective Bargaining Act, specifically ORS 243.672 (1)(e).

#### G. BARGAINING UNIT ROSTERS

1. Within twenty (20) College days of the beginning of each fall term a report containing the names, addresses, and location of all bargaining unit members shall be provided to the Association. Within twenty (20) College business days after the start of winter and spring terms, the Association will be provided a report containing all changes to the bargaining unit.
2. The names of all new employees shall be furnished to the Association within the first twenty (20) days of employment.
3. The Association will be notified of new hires to bargaining unit positions.

#### H. COMMITTEE PARTICIPATION

When member representation on College committees is customary or appropriate, the Association will identify and appoint half of the classified members named to the committee and the College President or designee, which may be the Association President, will appoint the other half. No member will serve on more than two College committees at any one time unless approved by the College President. The College will keep the Association informed of all active committees and task forces. Committee/task force facilitators will ensure that Association representatives are informed of all related meetings and activities.

#### I. LABOR/MANAGEMENT COMMITTEE

The College and the Association shall establish a joint Labor/Management Committee composed of an equal number of College and Association representatives. The committee will meet monthly during the academic year for the purpose of discussing issues and concerns that could impact the College and/or Association bargaining unit members. Agreement, if any, shall not have contractual force or effect unless a modification of the contract is written and signed by both parties. The committee will not be a substitute for the grievance procedure.

#### J. ASSOCIATION BUSINESS

1. Whenever any representative of the Association participates in negotiations, grievance proceedings, conferences, meetings with the College or other union activities for a reasonable period during their regular workday, they shall suffer no loss in pay or disciplinary action in accordance with applicable law. "Reasonable period" shall be as set forth in Section J.2, below.
2. The first sixty (60) hours each fiscal year that the Association president and/or other Association representatives spend participating in Association business shall be

considered reasonable. However, the Association President or Association representatives must notify their supervisor and obtain approval before being relieved from duty to participate in Association business.

Time spent by Association representatives participating in Labor/Management Committee meetings, serving as a member of the Association's bargaining team, or meeting with the College President during their regular workday shall not count toward the sixty (60) hour threshold. However, the College shall not grant pay for more than four (4) Association members to participate in bargaining and mediation.

### **ARTICLE 3 - EMPLOYER RIGHTS**

The Association recognizes that the College has the responsibility and authority to manage and direct and otherwise control on behalf of the public, all of the operations and activities of the College. The College retains all rights and prerogatives not specifically restricted by this Agreement. However, the Association maintains its rights under the Public Employee Collective Bargaining Act (PECBA), if the College considers changing a mandatory subject of bargaining or a permissive subject with a mandatory impact during the life of this Agreement.

#### **ARTICLE 4 - HEALTH AND SAFETY**

- A. The College shall provide a safe and healthful working environment for all employees by complying with state and federal standards for workplace health and safety. No reprisals or discrimination shall be taken against any employee who makes disclosures of unsafe or unhealthy working environment.
- B. Safety Committee shall exist at the College in accordance with state law and shall include classified employee(s). Employees may report safety and health concerns to the Committee or to their supervisor.
- C. The College will provide protective clothing and equipment as required by OSHA or OR-OSHA.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

The Association agrees that during the term of this Agreement they will not participate in any strike, work stoppage, work slowdown, or other job action which interferes with the normal operations of the College. The College agrees that during the term of this Agreement there will be no lockout or threat of lockout.

## ARTICLE 6 - ASSOCIATION DUES AND FAIR SHARE

### A. ASSOCIATION DUES

1. All employees covered by the terms of the Agreement may voluntarily join the Association as a member. Any employee who is a member of the Association may authorize deductions of membership dues in the Association (ACEUCC/OEA/NEA). The College agrees to deduct dues, fees and assessments in the amount determined by the Association from the compensation of employees who individually authorize such deductions in writing to the Association. At the request of the College, the Association will allow the College's Human Resources Office to inspect such individual authorizations. Prior to the first dues deduction of the school year in the fall term, and then for any employee who becomes a member of the Association after the start of the fall term, the Association shall verify such individual authorizations for deductions and shall notify the Human Resources Office of the names of the bargaining unit members who have elected to have dues deducted from their paychecks. The Association shall notify the Human Resources Office of the amount of the dues to be deducted from each employee's paycheck. The Association shall also promptly notify the Human Resources Office when a bargaining unit member should no longer have dues deducted. All such notifications shall be in writing via email to the Human Resources Director.

Such authorization shall continue in effect from year to year, unless revoked in writing as provided in Section 2, below. Pursuant to such authorization, the College shall deduct and remit the monthly dues from the mid-month salary check of the employee each month, beginning in October of each year. (Deductions for employees who join the Association and authorize such deductions in writing after November 1 shall be appropriately prorated so that payments will be completed by the following June.)

2. Withdrawing the payroll deduction for Association membership may be accomplished by writing a letter to the office of the Association and to the Human Resources Office and delivered via email attachment sent between September 1<sup>st</sup> and September 30<sup>th</sup> of any year.
3. An electronic, comma-delineated text file list of employees who have authorized Association dues deduction, as set forth under Section 1, above shall be sent to the Association, together with the remittance due to the Association, within five (5) days after the mid-month salary check has been received by the employees of the College.

### B. HOLD HARMLESS

The Association agrees to indemnify, defend and hold the College harmless from any employee or former employee claims, orders or judgments against the College concerning the dues deductions procedures outline in this Agreement. The Association's obligations are contingent upon the College: 1) giving the Association notice in writing (via email to the Association

President) of any claim no later than two (2) weeks following its receipt of the claim; 2) and fully cooperating with the Association and its designated counsel in providing information for the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the College by the Association. In the event the College properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the College wishes to use its own attorney, the College will pay the fees and costs of said attorney.



## ARTICLE 7 - EMPLOYEE RIGHTS

### A. CRITICISM OF PERFORMANCE

Any criticism of performance, made by supervisors of employee's performance, shall not be made in the presence of other employees and shall only be shared on a "need to know" basis, e.g., with persons in the employee's chain of supervision, human resources staff, or association representative, as required by law, etc. The College and Association further recognize that such criticism may be evidence in arbitrations and other legal proceedings. Violation of this section is subject to the grievance procedure.

### B. REQUIRED MEETINGS

Whenever any employee is required by the College to appear before a supervisor, or other representative of the College to be questioned concerning any matter which could lead to discipline, the employee will be notified in writing in advance. Employees who request Association representation shall be entitled to have an Association representative present to advise and represent them during any such meeting in accordance with the parameters for representation rights established by the Employment Relations Board.

The right to Association representation does not arise when:

1. The employee is being given instructions, assignments, training or being informed of expectations or needed corrections.
2. The employee is being informed of disciplinary action following the investigatory process described above.

The College may, however, permit an Association representative to be present.

Such representation shall be provided by the Association within a reasonable period of time (normally no more than three (3) College business days after the employee is notified of the meeting. Generally, legal counsel for the College and Association will not be scheduled to be present for such interviews. However, in the event the Association or College desires legal counsel to be present, the other party shall be notified in advance of the meeting to provide an opportunity for legal counsel for that party to also be present.

### C. NONDISCRIMINATION

1. All practices, procedures and policies of the College shall clearly demonstrate that there is no discrimination in the hiring, assignment, or discipline of bargaining unit members or in the application or administration of this Agreement on the basis of race, color, religion, national origin, union activity, gender, age, marital status, disability, sexual orientation, association membership or other legally protected status or activity.

2. The College will not discriminate/retaliate against an employee because he/she makes a complaint, whether contractual or non-contractual.

#### D. PERSONAL LIFE

As citizens of the United States, employees are free to exercise all rights of citizenship, as defined by and in accordance with decisions of state and federal courts, without institutional censorship, discipline or other interference.

#### E. NOTICE OF RESIGNATION

Employees desiring to terminate employment with the College are requested to notify their immediate administrator and the Director of Human Resources, in writing, and whenever possible, at least two (2) weeks prior to the requested effective date of the resignation.

#### F. COMPLAINT PROCESSING

##### 1. Written and Oral Complaints

The College will strive to investigate complaints regarding an employee that the College determines may have merit within a reasonable period.

“Reasonable period” shall take into consideration the availability of witnesses and the investigator, the complexity of the investigation and other legitimate considerations.

If the College determines that the complaint could lead to discipline, the employee will be notified of the nature of the complaint in writing within five (5) days and will be given opportunity to respond to and/or rebut the information provided before a decision is made with regard to whether disciplinary or other corrective action will be taken.

##### 2. Meeting with Complainant

The employee or administrator may request a meeting with the complainant(s). In such case, the administrator in charge of processing the complaint will convey that request to the complainant unless there are other reasons why such meeting should not be scheduled. The meeting will proceed at the option of the complainant(s). Regardless of the results of any meeting involving the complainant(s) and the employee, the College is not precluded from proceeding to disciplinary action (written reprimand, suspension, or dismissal) if there is just cause for discipline of a regular employee or for any reason the College deems appropriate for the discipline of a probationary employee.

## ARTICLE 8 - EMPLOYMENT STATUS / DISCIPLINARY ACTION

### A. PROBATIONARY EMPLOYEE

#### 1. Employment Status

- a. Each new employee hired to a bargaining unit position shall be placed on probationary status beginning the date the employee starts to work. The probationary period shall be nine (9) months for all employees. Employees will have full access to vacation, personal leave, and sick time. Upon successful completion of the nine (9) month probationary period, employees shall acquire regular status.
- b. Employees who are reassigned, transferred, or promoted may be placed on six (6) months' probation. Employee will have full access to vacation, personal leave, sick time, and professional development funds during this period. In the event an employee who has completed their initial nine (9) month probationary period is reassigned, transferred or promoted, but the College determines that an employee is not satisfactorily performing the duties of the job they were reassigned, transferred or promoted into during their probationary period, the employee can be assigned to a vacant position for which they are qualified. In the event no vacant positions are available, the employee will be laid off and placed on the recall list. No advance notice of recall is required in such circumstances.
- c. The College may extend an employee's probationary period under subsections a and b above, for a period not to exceed six (6) months by providing written (email) notice to the employee and Association. When an employee's probationary period is extended, the employee will be provided an explanation for the extension in a meeting with their supervisor and the Human Resources Director.

#### 2. Disciplinary Action

- a. A probationary employee may be disciplined or terminated at any time during the initial probationary period for any reason and without recourse to the grievance procedure in this Agreement.
- b. A probationary employee shall have the right to representation as required in Article 7.B.

### B. REGULAR EMPLOYEE

#### 1. Employment Status

Upon the employee completing the probationary period as described in Section A of this Article, the employee will be placed on regular status. All current members of the bargaining unit who have completed the probationary period are regular employees.

## 2. Disciplinary Action

- a. Regular employees shall not be reprimanded in writing, suspended without pay, demoted or terminated without just cause.
- b. The College shall furnish any regular employee a written statement for the reasons for any demotion, unpaid suspension, termination, or unpaid administrative leave. The College, upon written request of the employee, shall send a copy of the statement to the Association President within two (2) business days.
- c. An appeal of a disciplinary action shall be filed pursuant to the grievance procedure in this Agreement.
- d. Discipline shall not be administered in the presence of other bargaining unit employees, excluding Association representatives.
- e. A regular employee shall have the right to representation as required in Article 7.B.
- f. The President of the College, or designee, will be present at all meetings where there will be discussion of any disciplinary action that could lead to termination of an Association member.

## 3. Temporary Employee

Employees in temporary status, as defined in Article 1 C., who have continuously worked in the same position and have satisfactorily completed their probationary or extended probationary periods as set forth in Article 8, A.1.a & b and are subsequently selected by the College for regular status shall have their probationary period waived.

## C. PERFORMANCE IMPROVEMENT PLAN

1. If a regular employee's performance or other work-related behavior is deemed unacceptable, the employee may be placed on a Performance Improvement Plan, which shall be considered disciplinary in nature.
2. "Performance Improvement Plan" is a written plan to help the employee improve work performance or other work-related behavior. In the event an employee is placed on a Performance Improvement Plan, that Plan will include the following:
  - a. Identification of the deficiencies in the employee's performance.
  - b. Expectations and corrective action needed to correct the deficiencies.
  - c. Any support the College intends to provide to encourage employee success.
  - d. The Plan sets a timeline for improvement which shall not be less than thirty (30) days.

Employees are expected to show improvement in the areas identified as unsatisfactory within the timeline specified for improvement. Employees who fail to meet the expectations in the Performance Improvement Plan on a sustained basis after the timeline has expired will be subject to further disciplinary action, up to and including discharge consistent with just cause obligations.

3. Employees who are being placed on a Performance Improvement Plan will be notified in writing prior to scheduling the initial meeting when the Plan is presented to them. The employee will meet with the supervisor(s) responsible for administering the plan and a representative of Human Resources for the purpose of discussing the plan, asking questions, and seeking clarification of its requirements.

## ARTICLE 9 - PERSONNEL FILES

### A. MAINTENANCE OF FILES

The College shall maintain personnel files for each classified member in the College's Human Resources Office. These files shall be the official repository of materials relevant to the member's employment with the College, including but not limited to evaluations, letters of intent, commendations, letters, or other materials deemed appropriate by the College. Materials that are obtained confidentially by the College during the employing process and grievance processing and materials containing medical information shall not be made a part of the personnel file. All entries in the personnel file must be dated and signed by the submitting party. It is the responsibility of the College to properly secure and maintain all confidential personnel records.

### B. WORKING FILES

1. Nothing in this Agreement shall be construed to prevent or restrict immediate supervisors from maintaining individual working files which shall be deemed personal to the supervisor as part of their work product.
2. Materials from working files may only be used as evidence in disciplinary proceedings when directly related to disciplinary action which has not been expunged.

### C. PLACEMENT OF MATERIALS AND REBUTTALS

1. Except for employment documents returned to Human Resources by the member and other routine materials and any other document already provided to the member with a "cc: Personnel File" listed, the member shall be notified before any and all other documents are placed in the member's personnel file.
2. The member shall have the right to include in this file a written response to any materials placed in the file; such response shall be attached to the material to which it refers.
3. The member may reasonably include in his/her personnel file any material or information considered germane to that member's career.

### D. INSPECTION AND USE OF FILES

Personnel files, by appointment, shall be open for inspection by the member, and such other persons as are officially designated by the College or the member. Information from working files shall be made available to the affected member during investigatory meetings that may lead to formal action.

### E. REQUEST FOR COPY OF PERSONNEL FILE

The member or their designee will be provided upon request one copy of their personnel file per

fiscal year at no cost to the employee.

#### F. USE OF PERSONNEL FILE MATERIAL

Materials may be expunged from the personnel file by mutual consent of the College and the member, in accordance with public records retention requirements and other applicable laws. Upon the written request of an employee, written reprimands shall be expunged from the employee's personnel file at the end of two (2) years from the date of issuance of the written reprimand, provided the employee has not been disciplined for the same or similar conduct during that period. Disciplinary actions involving suspensions, performance improvement plans, and demotions shall, upon written request of an employee, be expunged from the employee's personnel file at the end of five (5) years from the date of issuance of such action, provided the employee has not been disciplined for the same or similar conduct during that period.

Documents expunged pursuant to this section shall be sealed in an envelope and maintained by the Human Resources Department separately from the personnel file. Such documents will not be used against the member for the purpose of progressive discipline, but may be used for other purposes. Those purposes include the following: to demonstrate consistency in imposing disciplinary actions, to show that the member had notice of the College's policies and standards; to show compliance with the College's legal obligations such as taking corrective action regarding complaints of unlawful discrimination; to defend against legal claims and to establish the existence of mitigating or aggravating circumstances.

## ARTICLE 10 - ASSIGNMENTS, VACANCIES AND TRANSFERS

### A. ASSIGNMENTS

All current employees will be provided written notice of the specific assignments for the forthcoming fiscal year no later than June 1. Members will be contacted as soon as possible if, after June 1, their assignment is to be changed contrary to the notice provided earlier.

### B. VACANCIES

1. Whenever the College determines that a vacancy exists in a current or new bargaining unit position, the College will first determine if the position will be filled through recall, and, if not possible via recall, will post the vacancy notice electronically.
2. The vacancy notice will include the job title, job description, pay grade, hours per day, days per work year, and the title of the immediate supervisor. If the same job title has been opened within the prior three months, a candidate from the prior application pool may be selected without reposting the vacancy.

### C. INVOLUNTARY TRANSFERS

#### 1. Involuntary Transfers

- a. The College may transfer an employee to another position within the same or higher wage grade, provided the employee is qualified to perform the duties of that position. Employees who are involuntarily transferred will be paid the wages applicable to the position they were transferred to and will be placed on the wage schedule in accordance with Section C.2 below.

Involuntary transfers which occur as the result of a planned reduction in force will be governed by Article 12 – Reduction in Force. Such transfers will not be considered disciplinary or punitive.

- b. Whenever an employee transfer is initiated by the College, the employee shall receive written notice at least fourteen (14) calendar days prior to the transfer and be given the opportunity to review the job description of the new position and meet with the supervisor.
2. Salary Placement/Seniority on Transfers. When an involuntary transfer results in a change in salary to a higher wage grade, the new salary will be determined in the following manner:
    - a. Employees who are transferred will retain their seniority for the purpose of benefit accrual, placement on wage steps and compliance with Article 12 - Reduction in Force.



#### D. TEMPORARY REASSIGNMENTS

1. Regular and probationary employees temporarily reassigned by the College to a higher-grade position shall assume all the duties and responsibilities of the assigned position and be considered working out of classification. A temporary reassignment shall be no longer than twelve (12) months, unless the College and Association agree to extend that period. All temporary assignments and extensions must be confirmed in writing.
2. After more than forty (40) working hours in that reassignment, an employee shall be entitled to a 5% increase in pay for each grade that is higher than their grade before reassignment, up to a maximum of 15%. All working out of classification reassignments must be approved by Human Resources.

## ARTICLE 11 - EMPLOYEE EVALUATION

It is encouraged that during the evaluation cycle that the employee and supervisor engage in discussions in an ongoing basis about performance and expectations. The evaluation process should be seen as a communication tool between supervisor and employee, a formal opportunity to review the employee's job description and work activities, and an opportunity for employee self-improvement. In addition, the evaluation provides a record of the employee's performance for the employee personnel file.

### A. EVALUATION FORM

Evaluation of employees shall be in accordance with a standardized Classified Employee Evaluation Form provided by the Human Resources Office. Additional information in narrative form may be included at the option of the supervisor or of the employee in the "Employee Comments" section.

No performance evaluation or identified need for improvement is considered formal unless the supervisor has worked through the process with the Human Resources Director.

### B. TIMING

1. All probationary employees shall be evaluated half-way through the probationary period to specifically address areas of performance before reaching regular status. The evaluation serves as a communication tool for the supervisor and employee.
2. New employees will undergo formative evaluations at least once every three (3) months throughout the probationary period.
3. Pre-existing employees in probationary status will undergo a formative evaluation at or prior to half-way through the probationary period.
4. Regular status employees shall be evaluated annually.

### C. EVALUATION MEETING

1. The supervisor shall meet with the employee during a scheduled meeting to review the evaluation and the optional self-evaluation.
2. If the supervisor has rated any portion of the regular employee's job performance as unsatisfactory, the supervisor must provide written suggestions for improvement to the employee.
3. In instances where any component of a regular employee's job performance has been listed as unacceptable on the evaluation, the employee will be given a minimum of at least one month to meet acceptable standards. The employee will be issued a follow-up progress report on that component alone within six (6) months of the previous

evaluation.

4. The employee shall sign the evaluation form at the conference and be given a copy of the evaluation and any supporting documents at that time. Such signature shall only indicate that the employee has read the evaluation.

#### D. EMPLOYEE COMMENTS

The employee shall have the right to make any written comments on the evaluation. Upon request, the supervisor will grant a conference to discuss the employee's written comments. The employee may have an Association representative in attendance at that conference. The supervisor may have another College supervisor or administrator in attendance at that conference. The comments shall be attached to the evaluation in the personnel file.

## ARTICLE 12 – REDUCTION IN FORCE

### A. LAYOFF

#### 1. Preliminary Notice

- a. In the event College administration determines that reduction in force may be necessary, but prior to any College Board action authorizing implementation, the College shall notify the Association of the intended reduction in force. The notice will include the reasons and justifications for the proposed action, the specific position(s) to be affected, and the contemplated time schedule for the action(s). The College will then schedule meeting(s) with the Association to discuss and consider alternative actions. (such as reassignment, transfer to another position or retraining). These meetings will occur within thirty (30) days of the notice, unless extended by the College.
- b. If the College proceeds with Board action for implementing a reduction in force of employees after meeting with the Association, the College shall follow the procedures outlined below for implementing the reduction in force.

#### 2. Notice of Layoff

Employee(s) shall be given written notice at least forty-five (45) calendar days prior to the effective date of layoff.

Notice to the impacted employee(s) will include a list of the College's vacant positions in the same or lower wage grade which are not occupied by an employee with greater bargaining unit seniority.

### B. ORDER OF LAYOFF

Employees shall be laid off in the following order within the positions(s) being reduced or eliminated:

1. Non-bargaining unit employees in that position as listed in Appendix B – Job Title by Grade.
2. 0.5 FTE or greater temporary employees in that position.
3. 0.5 FTE or greater probationary employees in that position.
4. Regular 0.5 FTE employees in that position.
5. Regular 1.0 FTE employees by position.

The College will determine whether the positions which remain after a reduction in force will be staffed at full-time or represented part-time levels. In the event this determination results in a more senior full-time employee being offered a part-time position and the full-time employee does not want the part-time position, they will be placed on the recall list.

Probationary employees who are laid off and later recalled must serve their full initial probationary period in order to attain regular employment status with just cause rights.

## C. PROCEDURE OF LAYOFF

1. The College shall determine the positions(s) to be reduced.
  - a. When there is more than one employee in a position selected for reduction, layoffs shall be in reverse order of seniority subject to the order listed in Section B above, except where a lower seniority employee possesses special certification(s) or other skills and ability that the College needs to retain. However, the more senior employee shall have the right to obtain or demonstrate the needed certification(s) or other special skills and ability prior to the effective date of the layoff in order to retain employment.
  - b. When there is only one employee in a position selected for layoff, that employee will be laid off.
  - c. Except as set forth in Section F, employees who have been notified of layoff will be entitled to bumping and recall rights, in accordance with Sections D and E below.
2. Vacant positions that the College has decided to fill shall be first offered to employees who have been notified of layoff in the order of their bargaining unit seniority as long as:
  - the vacant position is in the same or lower grade, as set forth in Appendix B; and
  - they are determined to have the qualifications, skills and ability to perform the duties of the position.

Employees will be required to submit a written resume describing their experience, education, training and/or other relevant information supporting their qualifications, skills and ability to perform the duties of the position to Human Resources within a reasonable time period specified by Human Resources.

Employees who are offered a vacant position shall be placed on probationary status for a period of three (3) months unless the employee has occupied the position within the preceding five (5) years and successfully completed probation. The probationary period may be extended for an additional three (3) month period. In the event the College determines that the employee is not satisfactorily performing the duties of their new position at any time during their probationary period, the employee will be laid off and placed on the recall list.

In the event that more than one laid off employee is qualified for the position, the employee with the greatest bargaining unit seniority shall be offered the position first and continuing in that order.

3. An employee may voluntarily request to be substituted for another employee in the same job position and FTE status who has been notified of layoff. All such requests are subject to approval at the discretion of Human Resources. An employee approved for voluntary layoff will waive all layoff, bumping and recall rights.

## D. BUMPING

### 1. Rights

- a. Bumping is available to all employees. Part-time Association employees may only bump into part-time Association positions. Full-time employees may bump into part-time Association positions.
- b. Bumping can only occur to the same or lower grade positions.
- c. In order to bump, the bumping person must:
  - have greater bargaining unit seniority;
  - meet the position's current qualifications; and
  - have held the position within the last five (5) years from date of layoff.
- d. Employees who exercise bumping rights must bump the employee with the least amount of bargaining seniority who is in the position they are bumping into.
- e. An employee who has bumped into another job shall have no further bumping rights as a result of the current reduction in force.
- f. Employees who are bumped may also exercise bumping rights, subject to the rights and procedures set forth in Section D.2, below.
- g. An employee who is unable or chooses not to bump shall be laid off and placed on the recall list.

### 2. Procedures

- a. The employee notified of impending layoff must inform the Director of Human Resources (or designee), in writing, within ten (10) business days following the notification of layoff, of their desire to bump into another position and into which position they intend to bump.
  - b. The employee bumping shall be paid at the wage applicable to their new position. For the purposes of placement on steps on the Wage Schedule, employees will be credited with their length of service in the job they held immediately prior to layoff and will be placed on the same step on the Wage Schedule in their new position.
3. Employees who bump into another position shall be placed on probationary status for a period of three (3) months. The probationary period may be extended for an additional three (3) month period unless the employee has occupied the position within the preceding three (3) years and successfully completed probation. In the event the College determines that the employee is not satisfactorily performing the duties of their new position at any time during that period, the employee may be laid off and placed on the recall list.
  4. Employees who are laid off as a result of bumping are not entitled to receive forty-five (45) days' notice of layoff.

## E. RECALL

### 1. Recall Period

For a period of eighteen (18) months following the date of layoff, an employee shall be classified as on recall status, and their name will be maintained on the recall eligibility list. If a position has not been accepted within this period, the employee shall be removed from the recall list.

### 2. Direct Recall

Employees who are laid off shall be recalled in order of bargaining unit seniority, as positions become available in their former position or in other positions in the same or lower wage grade that they are qualified to fill. Employees shall choose to receive recall notices by email to their personal email address or by next day delivery mail. Employees must confirm their choice of notification through written notification (email) to the Director of Human Resources prior to the effective date of their layoff. Employees who do not specify a preference will be presumed to have selected email notification.

Employees must notify the Director of Human Resources or designee of their decision to accept a recall opportunity within five (5) business days from the date the recall notice was sent. If no notification is received by that date, the recall shall be presumed to be declined. Employees who were less than 1.0 FTE before layoff shall not be recalled to vacant positions of 1.0 FTE but may compete for those positions through the application process. Employees who do not accept a recall to the position they held when they were laid off, forfeit all recall rights. Employees who do not accept recall notices to positions in the same or lower grade will remain on the recall eligibility list for the remainder of their eighteen (18) month recall period.

### 3. Potential Recall

If an available position is not filled through the direct recall procedures above, the position shall be considered vacant. All employees on recall status are eligible to compete for any vacant position as internal candidates. Vacant positions will be posted on the College website and will be accessible by both active and laid off employees. Laid off employees will be responsible for accessing the internal recruitment site and following College procedures for completing the application process.

### 4. Post Recall Probationary Status

Employees recalled shall be placed on probationary status for a period of three (3) months unless the employee has occupied the position within the preceding five (5) years and successfully completed probation. The probationary period may be extended for an additional three (3) month period. In the event the College determines that the employee is not satisfactorily performing the duties of their new position at any time during their probationary period, the employee will be laid off and placed on the recall list.

5. The College will provide tuition waiver to the employee for all classes during the eighteen (18) months of recall and to the employee dependents for the first twelve (12) months of recall if room is available in the class.

6. Upon layoff, the impacted employee will continue the employee's College paid health insurance benefits for one month following the month of layoff.
7. An employee on layoff status shall promptly inform the Director of Human Resources, in writing (email) of any change of physical and/or electronic address, or changes in qualifications that may affect their recall rights.
8. While on layoff, an employee shall not accrue any seniority. However, upon recall, the College will recognize all previous seniority, sick leave accumulation, years of service for vacation accrual, and the employee's length of service in the salary step at the time of layoff with the addition of any step earned upon return.

F. GRANT FUNDED / SELF-SUPPORT POSITIONS

1. For the purpose of bumping, layoff and recall, an employee who is hired into a "self-support" position (e.g., cafeteria, bookstore, community education) shall have the same bumping and recall rights as regularly funded (general fund) employees.
2. Notwithstanding other provisions of this Article, employees in positions that are regularly funded or self-support funded shall not have bumping or recall rights into grant funded positions, nor shall grant funded employees have bumping or recall rights into regularly or self-support funded positions.
3. At the time of layoff notice to employees in grant funded positions, the employee affected may indicate to the Director of Human Resources and program director other grant funded positions within the same grant they feel they are qualified to fill and may provide supporting information to demonstrate their qualifications.



## ARTICLE 13 – JOB POSITION AND GRADE SYSTEM

### A. CLASSIFICATION SYSTEM

The College will maintain a position and salary grade classification system. The College and the Association will review the need for a salary study of position(s) within the bargaining unit every four years upon written request of the Association. Any such review will involve evaluation and/or re-evaluation of position(s) identified according to the classification system, revision of the classification system, and related procedures as deemed necessary. Any changes in wages which may be deemed appropriate as a result of a salary study are subject to negotiations in accordance with PECBA.

### B. JOB DESCRIPTION

Job descriptions will be posted electronically. Job descriptions shall indicate the grade level placement for the job occupied by the employee. Employees will be provided with a copy of job description upon hire, as well as a copy of any subsequently revised job description. Copies will be provided electronically.

### C. JOB DESCRIPTION CHANGE/NEW CLASSIFICATION

During the term of this Agreement, if the College is implementing a substantial change or a new position is to be created, the pay grade for that position shall be subject to negotiations as follows: A copy of the substantial change/new position description shall be submitted to the Association in writing along with the proposed wage grade. Written notice may be made in Labor Management Committee meetings. The Association shall have ten (10) business days from receipt of such notification to demand bargaining over the wages to be paid for the new or substantially changed position. If the Association fails to demand bargaining in writing within ten (10) business days, the College's proposed wage range shall not be subject to negotiations during the term of the contract.

Bargaining will take place under ORS 243.698.

### D. CLASSIFICATION REVIEW

#### 1. Initial Reclassification Request

- a. If an employee believes that their job has changed such that it requires a substantially different level of skills, ability, or level of responsibility than existed when the pay for the job was last bargained, the employee may file a Reclassification Request Form with Human Resources. Such request should include those changes in duties, responsibilities, functions, requirements, and/or working conditions that cause the

employee to believe his/her position should be reclassified. The current and proposed job description should be attached.

- b. Within twenty (20) business days, the Labor/Management Committee and the Human Resources Director shall jointly make a decision on the request. The Human Resources Director will then communicate the decision to the employee and supervisor. In the event there is no agreement, the College will refer the issue to an external third party for further input to be considered by the Labor/Management Committee.

## 2. Reclassification Appeal

In the event an employee disagrees with the results of a reclassification request, the decision may be appealed. The employee must file an appeal within ten (10) business days following receipt of the decision by Human Resources. To appeal the decision the employee will:

- a. Submit a written appeal to Human Resources.
- b. The Reclassification Appeal committee will convene to review the appeal.
- c. Membership in the Reclassification Appeals Committee will include one classified representative, one administrative representative and a third member selected by the College President and the Association President. Members serve a rotating three-year term (July through June).
- d. The reclassification file will be distributed to the Reclassification Appeals Committee and to the employee appealing. Included in the file should be the employee's written request, current and proposed job descriptions, rationale used by the College HR department for the decision, and any other pertinent supportive information. The Appeals committee shall meet within twenty (20) business days, or a mutually agreed upon schedule, from the date the appeal is filed to review the appeal. A majority vote of the Appeals Committee will determine the final outcome and the written findings will be placed in the employee's personnel file.
- e. Members of the Reclassification Appeals committee may be substituted because of potential conflicts of interest and/or to meet reclassification deadlines.

## 3. Reclassification Request/Appeal Results

- a. If a reclassification request/appeal determines that a higher level of skill or ability or responsibility is required of the employee than when last bargained, the College may reduce the level of responsibility or required skill or ability or may bargain with the Association over the appropriate pay rate.
- b. All reclassifications that result in a higher wage grade will be paid retroactive to the date that the reclassification request was filed. Placement on the new wage grade will be at their current step in the new wage grade.
- c. If an employee's current position/duties are reduced as described in D.3.a, the employee shall be paid at the higher level for the days worked in the higher skill, ability, or level of responsibility for the period beginning sixty (60) business days prior

to the reclassification request or the date when the change to higher duties occurred, whichever is less, and ending on the date when the duties were reduced.

## ARTICLE 14 – COMPENSATION

### A. WAGE

1. The Classified Wage Schedule (Appendix A) will continue to be implemented with annual steps on July 1st until each employee reaches the top step of their grade. Full-time employees will continue to be paid on a salaried nonexempt basis with their salaries compensating them for forty (40) hours of work per workweek in accordance with applicable law. Part-time employees will continue to be paid an hourly wage.

Employees shall receive wage increases over the term of the Agreement as follows:

Effective retroactively to July 1, 2021, the first step of each grade on the Classified Wage Schedule will be increased in accordance with the adjusted wage schedule and additional position adjustments set forth in Appendices A and B. The index between each step in the wage schedule will remain 2%.

The parties agree to automatically reopen Article 14.A and Appendices A and B effective March 1, 2022 for the purpose of negotiating the wage rates to be effective July 1, 2022 through June 30, 2023.

The parties agree to automatically reopen Article 14.A and Appendices A and B effective March 1, 2023 for the purpose of negotiating the wage rates to be effective July 1, 2023 through June 30, 2024.

The parties agree to automatically reopen Article 14 in its entirety and Appendices A and B effective March 1, 2024 for the purpose of negotiating the wage rates and other changes to Article 14 to be effective July 1, 2024 through June 30, 2025.

2. The Classified Wage Schedule (Appendix A) will be reviewed at least every four years by the Association and the College to determine if a new wage study should be conducted.
3. Employees shall be paid for all hours (or portions thereof) worked.
4. Overtime shall be paid as set forth in Article 17 - Work Hours and Overtime.
5. Longevity Bonus

On July 1st each employee who has completed at least 19 years of continuous full-time equivalent service during the previous fiscal year will receive a 1% longevity bonus added to their current step. The longevity bonus will increase 1% every subsequent July 1st until the employee separates from the College.

#### B. INITIAL PLACEMENT CRITERIA

Initial placement of each new employee shall be at Step 1 of the level at which the job is classified. However, if the applicant has, as determined by the hiring supervisor, substantial experience in work related to that which the employee is being hired to perform, the employee may be placed at a step determined by the Director of Human Resources and approved by the President.

#### C. PAYMENT SCHEDULE

Paychecks shall be issued two times per month on the 15th and the last working day of the month. If either of these days falls upon a weekend day, or a holiday, then paychecks shall be distributed the last workday before the scheduled payday.

#### D. COMPENSATION FOR EXTRA RESPONSIBILITIES

Employees who are assigned to extra responsibilities for more than two (2) weeks beyond the normal contract responsibilities shall be compensated at the appropriate grade, not to exceed a five percent (5%) increase.

#### E. PERS/OPSRP

1. The College shall withhold from members' monthly salaries the employee contributions/payments required by the Public Employee Retirement System (PERS) and/or Oregon Public Service Retirement Plan (OPSRP).
2. For all employees continuously employed prior to November 1, 1994, the College shall "pick-up" the six percent (6%) employee contribution for members participating in PERS. Such "picked-up" or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for purpose of applicable law.

## ARTICLE 15 – EMPLOYEE BENEFITS

### A. INSURANCE BENEFITS AVAILABLE

For each eligible full-time bargaining unit member who has elected to participate, the College shall contribute a maximum of \$1380 per month toward the purchase of the following insurance benefits:

- Full Family Medical
- Full Family Vision
- Full Family Dental
- Employee AD&D/Group Life - \$30,000

Effective October 1, 2021, the College contribution to insurance benefits will be increased by \$25 to a maximum of \$1405 per month. This section shall be automatically reopened effective March 1, 2022 and again on March 1, 2023 for the purpose of negotiating whether the maximum College contribution should be increased. Additionally, the entire Article 15 shall be automatically reopened effective March 1, 2024, for the purpose of negotiating whether the maximum College contribution should be increased and any other changes the parties desire to make in this Article.

The College will contribute an additional \$50 per month for any full-time member whose annual salary is \$36,000 or less. Employee contributions shall be deducted from the employee paychecks. Insurance options will be discussed and reviewed with the College at the earliest opportunity.

### B. LONG-TERM DISABILITY INSURANCE

Long Term Disability insurance premiums shall be deducted from the employee's monthly pay. The policy shall provide two-thirds salary, maximum \$5,000/month, available after ninety (90) days of disability.

### C. DOMESTIC PARTNER COVERAGE

Domestic Partner coverage will be available to those employees who submit the notarized signed affidavit acceptable to the insurance company(ies).

### D. SECTION 125 AND HEALTH SAVINGS ACCOUNT PLANS

The College shall provide Section 125 Plans (A and B) for use by members. Beginning with ratification, administrative fees will be paid by the College.

For each employee who selects a plan with a Health Savings Account (HSA) option the College

shall contribute any remaining premium contribution, after the monthly premium has been paid, into the employee's HSA account until it is no longer allowed by state law, statute, or OEBB rule.

#### E. CONTINUATION OF BENEFITS

Members completing their annual contractual duties shall receive the full twelve (12) months of insurance benefits. Members not completing their annual contractual duties shall receive College contribution for any month in which they worked. Thereafter, terminating employees may self-pay to participate in the College's insurance program if eligible under COBRA.

#### F. EARLY RETIREMENT

1. Eligibility for early retirement benefits shall require the employee to have been hired prior to July 1, 2007 and meet the following standards:
  - a. The employee shall be 58 years of age and have completed a minimum of fifteen (15) years of continuous full-time equivalent (1.0 FTE) service for the College during the period immediately preceding early retirement; or
  - b. The employee shall have completed a minimum of thirty (30) continuous years of full-time equivalent (1.0 FTE) service for the College.

Coverage will be provided in accordance with OEBB rules and regulations.

2. Early retirement benefits for employees who are eligible as set forth above shall include the following:
  - a. The College shall contribute the premium amount equal to that of active members under the current benefit plan. Such premium payments for the retiree will continue for the life of the retiree or until the retiree becomes Medicare eligible, whichever comes first.
  - b. The spouses and dependents of eligible early retirees may also be covered by the medical, vision and dental insurance provided by the College. Once the early retiree is no longer eligible for coverage, College contributions for the member, spouse and eligible dependents will cease. However, the early retiree's spouse may continue coverage until they become Medicare eligible by paying 100% of the cost of coverage based on tiered rates.
  - c. The member is responsible for making timely payments of their portion of insurance premiums through direct payment to the College. Direct payments must be made on a monthly basis (unless longer term payments are approved by Human Resources) and are due on or before the 10<sup>th</sup> of each month coverage is provided.
  - d. The same tuition waiver for classes as provided currently employed members will be available to the retiree, regardless of age.
  - e. Early retirement does not preclude the employee from continuing employment on a

part-time or contract basis at the option of the College.

3. Approved paid or unpaid leaves of absence do not constitute a break in continuous years of service but will not be counted as time served for this option, except as required by applicable law.
4. A minimum of six (6) months' notice must be given prior to the planned date of retirement. Normally, retirements should be effective at the end of an academic term. This requirement may be waived by the College President.
5. A "Lifetime Pass" will be granted to a retiring employee who has worked at the College for ten (10) or more years. The pass will entitle the member and one guest to free admission to College-sponsored events including athletic events. This pass will also allow the member and their spouse/domestic partner free tuition (but not fees) to classes.

## G. TUITION WAIVER

### 1. Eligibility

The College agrees to waive tuition (but not fees) for all members who enroll in classes at Umpqua Community College. Such classes may be taken either with or without credit. Immediate family members of full-time employees are also eligible for this waiver. Immediate family for this purpose shall include spouse, children, stepchildren, domestic partner, or legal dependents which meet the IRS dependent definition. Children, stepchildren, and legal dependents are eligible for this waiver until age twenty-five (25).

### 2. Annual Allotment

Tuition waivers shall be granted tuition-free enrollment in all classes offered by the College, subject to space available.

### 3. Employee Enrollment in Classes

An employee may enroll in a class provided that:

- a. attendance does not interfere with the employee's regular responsibilities,
- b. they have first received permission from their supervisor if the class is taken during their normal workday,
- c. rescheduling of assigned duties is appropriate and manageable.

### 4. Waiver for Dependents of Deceased Employees

All dependents, as defined in Section G. 1. of this Article, of a deceased member who died while employed are entitled to six consecutive terms of tuition-free enrollment described in Section G. 1.



## ARTICLE 16 – HOLIDAYS AND VACATIONS

### A. HOLIDAYS

1. Full-time employees whose contract period includes any of the holidays listed in Section A.2, will be paid eight (8) hours of pay for all listed holidays listed, except recognized holidays that fall within the College's summer schedule, which shall be paid at ten (10) hours of pay. This includes employees on a paid leave. All such holidays shall be paid at the employee's regular -hourly rate of pay.
2. The following days (plus two (2) additional days between December 25 and January 1) are recognized as holidays:

New Year's Day (January 1st)  
Martin Luther King Jr. Day (Third Monday in January)  
President's Day (Third Monday in February)  
Memorial Day (Last Monday in May)  
Juneteenth (June 19<sup>th</sup>)  
Independence Day (July 4th)  
Labor Day (First Monday in September)  
Veteran's Day (November 11th)  
Thanksgiving Day and the day following (4th Thursday in November)  
Christmas Day

Additional days may be granted during the Christmas holiday season and contingent with Independence Day at the discretion of the President.

NOTE: When Christmas and New Year's fall on:

Sunday - Monday for each  
Monday - Monday for each  
Tuesday Christmas - Monday and Tuesday  
New Years - Tuesday only  
Wednesday Christmas - Tuesday and Wednesday  
New Years - Wednesday only  
Thursday Christmas - Thursday and Friday  
New Years - Thursday only  
Friday Christmas - Thursday and Friday  
New Years - Friday only  
Saturday - Friday for each

If the holiday falls on the weekend, the Friday before or the Monday after the holiday will be designated.

3. Employees whose regular day off falls on one or more of the above listed holidays will be entitled to receive holiday pay in accordance with Section A.1, above. Such employees will be required to adjust their work schedule, with supervisory approval, to ensure they will maintain holiday pay equity with other employees.
4. Employees who are required to work on any of the above listed holidays shall be compensated at two times their regular hourly rate in either pay or compensatory time.
5. Part-time employees shall be paid for the hours they are regularly scheduled to work on any recognized holiday.

**B. VACATION**

1. Full-time employees will accrue vacation hours according to the following schedule:

**YEARS OF SERVICE VACATION HOURS**

0 - 5 years, 80 hours each fiscal year at 3.33 hours per pay period  
 6 -10 years, 120 hours each fiscal year at 5.00 hours per pay period  
 11 or more years, 160 hours each fiscal year at 6.66 hours per pay period

2. Upon severance or termination of an employee, such employee shall be paid for accrued but unused vacation credit at the rate of pay that it was earned.
3. Vacation may be accrued to the maximums outlined below. However, employees who have accrued vacations in excess of these maximums will be given until June 30, 2023, to utilize their vacation hours to below the new maximum accruals. The College will notify employees via email of this change in vacation accrual maximums within thirty (30) days following execution of this Agreement.

**MAXIMUM VACATION BALANCE BY YEARS OF SERVICE**

0 - 5 years	120 hours
6 -10 years	180 hours
11 or more years	240 hours

4. Vacation begins accruing upon date of hire. Example: An employee hired January 1 will accrue forty (40) hours over the next six (6) months. Employees will have access to vacation accrual information.
5. Schedule for vacation must be approved by the employee's supervisor. Vacation plans extending beyond eighty (80) working hours requires approval by the appropriate member of the Senior Leadership Team. Vacation requests should be submitted at least

three (3) days in advance.

6. Twenty (20) vacation hours will accrue each year to part-time employees. Any employee moving from a part-time to a full-time position will have the choice of being paid for unused vacation hours or carrying them over to the full-time position. All other conditions of vacation time for full-time employees listed above will apply.

## ARTICLE 17 – WORK HOURS AND OVERTIME

### A. REGULAR WORKDAY AND WEEK

1. A full-time employee's workweek shall be forty (40) hours for no less than three (3) academic terms a fiscal year including any holidays/vacation/leaves.
2. A part-time bargaining unit member is scheduled to work an average of twenty (20) hours or more during three (3) academic terms in a fiscal year.
3. The College will set the normal hours of operation. It is expected that each employee will work an eight-hour day (or a 10-hour day during the summer) as mutually agreed upon between the employee and supervisor based on the needs of the position to best serve the College. If it is necessary for an employee to work more than the regularly scheduled hours on any given day, they may flex those hours by working a shorter day during the same workweek. Generally, flex hours must be mutually agreed upon in advance by the supervisor and employee. If an employee is unavoidably required to work past regularly scheduled hours due to immediate needs of a student, staff member/College department, or public customer and no supervisor is available, it is the employee's responsibility to provide the services and to notify the supervisor as soon as reasonably possible. If flex hours are not able to be taken in the same workweek, hours will be reported as overtime or taken as compensatory time as set forth in Section D, below.
4. An employee may need to adjust their regular work schedule to accommodate occasional personal issues. A mutually agreed upon schedule may be arranged between the employee and supervisor to accommodate these temporary needs.
5. All employees who work 50% or more of their shift between the hours of 7:00 pm and 7:00 am will receive a shift differential pay adjustment of 5.5% of their hourly rate for the entire shift.

### B. BREAK PERIOD

Full time employees shall be granted two fifteen (15) minute break periods per day. Employees working less than eight (8) hours per day shall be granted a fifteen (15) minute break during each four (4) hour work period.

### C. MEAL PERIOD

1. Employees shall be granted a meal period of not less than one-half hour (30 minutes) during each work shift of six (6) hours or more. Such meal period shall be without pay.

2. Exceptions to this rule are:

- a. During the summer 10-hour work schedule the one-half hour (30 minute) meal period shall be with pay.
- b. Custodians and campus security shall receive a one-half hour (30 minute) paid meal period during each work shift of six (6) hours or more.

D. OVERTIME

1. All work performed by an employee over forty (40) hours in a workweek shall be paid as overtime at time and one half the employee's regular rate in accordance with-applicable law. Sick leave, vacation, holiday and other paid time off, e.g., inclement weather pay, etc. are excluded from counting toward the forty (40) hour maximum. For the purpose of computing overtime, the workweek shall start at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday.
2. If the College determines that budgeted funds are not available for the payment of overtime, such overtime shall be paid in compensatory time off at not less than time and a half. The employee will have up to one year from the time of earning compensatory time to utilize the compensatory time. Written records of accumulating and using compensatory time will be maintained by the supervisor and signed off by the employee and supervisor at the time compensatory time is earned and used. Compensatory time accumulated shall not exceed forty (40) hours at any given time.
3. All overtime must be pre-approved in writing by the supervisor.

E. VOLUNTEER WORK RESTRICTIONS

As restricted by state and federal wage and hour laws, the College may not ask, and employees may not volunteer, without pay, to do the same work that they normally do in their paid positions. In order to assure compliance, volunteer work must be approved in writing (via email) by the Director of Human Resources.

F. CALL-BACK PAY

In the event of an emergency call back to work outside of a member's regular workday, the member directed back to work shall be guaranteed no less than two (2) hours of pay.

G. IN-SERVICE

Part-time classified employees required to attend in-service will be compensated at their hourly rate.

## H. STAFF MEETINGS

Employees are free to leave staff meetings at the end of their normal work shift without being subject to discipline or criticism unless required to remain, in which case they will be paid at their regular rate or overtime, whichever is applicable. Employees may not volunteer to attend or remain at such meetings beyond their normal work hours.

## I. SHORT-TERM COLLEGE FACILITY CLOSURE

1. In the event that the College closes a facility due to inclement weather or short-term hazardous or emergency conditions, employees who normally report to duty at that facility, but are not required to report or work remotely will not suffer a reduction in pay. The College reserves the right to reschedule these days and require those employees, who had not been required to report to work or work remotely, to work the rescheduled days without additional pay. Pre-arranged leave days will be charged as arranged, despite emergency closure on those days.
2. Employees who are required to report for duty to a closed facility will be paid overtime rate or be granted compensatory time for the period they work during the closure.
3. No employee shall be disciplined for not reporting to duty, if the employee is endangered by attempting to report to work. The employee may, at their option, report the day as a vacation day, personal leave day, or be docked their salary for that day.

## ARTICLE 18 - CLASSIFIED TEACHING PROCEDURE

Classified employees may, if interested, accept assignments to teach classes (lower division transfer, career/technical, ABSD, CEU, CED or non-credit) under the following circumstances:

- A. All classified employee teaching assignments must receive prior approval by their direct supervisor and the Human Resources Director.
- B. The primary duty of those approved to teach classes must continue to be the fulfillment of their duties as a classified employee. The maximum teaching load for any full-time classified employee must be less than a 0.50 FTE load of classes per academic year.
- C. For classified employees:
  - 1. The teaching assignment must not conflict with their work schedule, and
  - 2. The number of hours worked per week as a full-time classified employee plus their number of hours performing instructional duties per week must not total more than forty (40); or the Human Resources Director must grant approval to pay the employee at time and one half times their regular credit or non-credit hourly instructional rate as set forth in Section D, below or overtime rate calculated pursuant to applicable state and federal wage and hour laws, whichever is greater.
  - 3. Part-time classified employees may not work more than twenty-nine (29) combined hours performing instructional duties in addition to their classified duties per week.
- D. All classified employees who perform instructional duties will be paid the regular credit or non-credit hourly instructional rate as outlined in the Part-Time Faculty Agreement.

## ARTICLE 19 - PAID LEAVES OF ABSENCE

### A. SICK LEAVE

1. Sick leave is a benefit that the employee is contractually and legally entitled to use to cover absences due to accident, illness, doctor or dental appointments of employees or members of the immediate family when the presence of the employee is required or other absences in accordance with applicable law; for the birth, adoption or foster care placement of their children; for absences due to pregnancy-related limitations, as set forth in Section A.9. below and for other purposes as required by OFLA and the Oregon sick leave statute. Employees are not required to disclose the nature of the health concern to their supervisor. However, disclosure may be required by Human Resources as needed by federal and state laws to determine eligibility for benefits such as FMLA/OFLA.

Members of an employee's immediate family are defined as parent, step-parent, legal guardian or person with whom the employee was or is in a relationship of in loco parentis, spouse or registered same gender domestic partner, children, step-children, and foster-children, grandchildren; grandparents; mother-in-law, father-in-law, son-in-law, or daughter-in-law, parents and children of registered same sex domestic partners, siblings and other members of their immediate household who are residing with the employee. Depending on the situation, other persons may be included, or a greater period of accumulated sick leave may be allowed at the discretion of the President or designee.

2. Up to twelve (12) weeks (60 workdays) of accumulated sick leave may be used within a rolling one- year period to cover the member's absences as described in A.1 above, when the presence of the employee is required.
3. Full-time employees shall accumulate sick leave at the rate of eight (8) hours per month worked. Unused sick leave for employees shall accumulate for an unlimited number of days.
4. Sick leave allowance shall be credited to the employee's account from beginning of employment with the College. Employees may only use the sick leave that they have earned to the date of the leave. Each employee shall have access to a record showing the number of hours of unused sick leave remaining.
5. When an employee is absent in excess of five (5) consecutive working days or the College has reason to believe the employee is engaging in a pattern of abusing sick time, certification by a health care provider may be required. Certification should document that the employee is unable to work for a reason stated in Section A.1, above. Employees who are uncertain whether a particular absence is covered by sick leave must consult with the Human Resources Office.
6. Either the Human Resources Director or the employee may initiate discussion regarding the use of FMLA/OFLA leave of absence (see information on FMLA/OFLA following in Article 20) and how it may be appropriately applied.



Employees may be required to have their health care provider complete a medical certification form to support the use of FMLA/OFLA leave and to obtain a second or third opinion as provided by law. An employee may also be required to provide a fitness for duty certification before returning from such leave.

7. When employees are to be absent, they shall notify, if possible, their immediate supervisor at the earliest possible time to minimize the impact to students and other College employees.
8. Employees who are absent from work are required to enter the applicable type of leave electronically in the College timekeeping system.
9. Sick leave may be used to cover absence due to on-the-job injury or occupational illness. Sick leave may be used for the waiting period before workers compensation time loss payments begin as well as the differential between the amount of workers' compensations time loss payments and the employee's regular gross wages.
10. Full-time employees hired from other schools and colleges within Oregon may transfer up to ten (10) days of sick leave accumulated with that school to Umpqua Community College.
11. Part-time employees shall earn sick leave per month worked based on their scheduled FTE (FTE x 8). This sick leave shall be allowed to accumulate to a maximum of one years' equivalent hours (e.g. 0.5 FTE x 8 hours x 10 months worked = 40 hours).

#### B. BEREAVEMENT LEAVE

1. A full-time employee will be granted three (3) in-state, or five (5) out-of-state days of leave without loss of salary for the death of any member of the employee's family as defined in Section A. 1. above, or any other person who has lived with the family for a significant period and is considered a family member. If an eligibility question arises, the Director of Human Resources will review and approve requests.
2. Employees will also be entitled to use up to eighty (80) hours of sick leave for bereavement to grieve, attend funerals/bereavement events or make funeral arrangements for the loss of an immediate family member, provided the leave is taken within sixty (60) days of notice of death as required by OFLA. Bereavement leave granted pursuant to B.2, above will run concurrently to the extent permitted by law.
3. Additional days of bereavement leave that are granted shall be deducted from the employees accrued vacation days or personal leave.

#### C. JURY DUTY AND OTHER COURT APPEARANCES

1. An employee shall be granted leave with pay for required appearances in court or hearings resulting from a subpoena to appear to testify where the employee is not personally involved in the action as the plaintiff, the defendant or the object of the investigation. Any remuneration excluding expenses received for such appearances shall

be endorsed to the College.

2. During the period of time an employee is on jury duty, they will be responsible for reporting for duty at the College on those days when they are not required to report for or are excused from jury duty.

#### D. PERSONAL LEAVE

During the first six (6) months of employment, each full-time employee shall be entitled to use eight (8) hours of paid personal leave. After the first six (6) months of employment, each full-time employee shall be entitled to use sixteen (16) hours of additional personal leave during the remainder of the fiscal year. Beginning July 1<sup>st</sup> of the next fiscal year, full-time employees shall receive twenty-four (24) hours of paid personal leave and part-time employees shall receive eight (8) hours of personal leave per fiscal year. The employee shall not be required to state the reasons for said leave. This leave does not accumulate from year to year. Any personal leave not used in a fiscal year will be forfeited. Arrangements must be made in advance as mutually agreed with the immediate supervisor.

#### E. MILITARY LEAVE

Military Leave shall be granted consistent with applicable state and federal laws.

#### F. SICK LEAVE

1. Full-time employees may donate a yearly maximum of forty (40) hours of their accrued sick leave credits to the sick leave bank to be used for sick leave donations to other College employees. An employee member may receive a yearly maximum of 240 hours of donated sick credits. This will assist an employee member in getting through a difficult illness or family situation and enable them to return to work. The employee member donating must maintain a minimum balance of forty (40) hours of sick leave, which they cannot donate.
2. Employee members are eligible to receive sick leave donations if:
  - a. They are eligible to receive sick leave, including sick leave differential payments pursuant to Section A.10, above.
  - b. They are not eligible for long term disability.
  - c. They have exhausted all of their sick leave, personal leave days and vacation days.
3. Sick leave donations may be used for serious illness or injury for the employee member or employee's family as defined in section A. 1. above. Other individuals may be included with prior approval of the Human Resources Director and a representative to the Association.
4. Employee members must provide a certificate from a health care provider to be considered eligible for the sick leave bank. Approval of eligibility for the sick leave bank

shall be made by the Human Resources Director and a representative of the Association.

5. Sick leave credit donations shall be made in no less than four (4)-hour increments. If the meeting of the Human Resources Director and Association representative is delayed, donated sick leave credits may be used by the recipient on a retroactive basis beginning the day after sick leave credits, personal days, and vacation days are exhausted.
6. Employee members wishing to request or donate sick leave credits should contact the Director of Human Resources. The sick leave account will be maintained by the Payroll Department.

## ARTICLE 20 - UNPAID LEAVES OF ABSENCE

### A. EXTENDED LEAVE OF ABSENCE

1. Upon request, an employee may be granted an extended leave of absence without pay or benefits for up to one (1) year with written approval of the Director of Human Resources and may, upon written approval by the Director of Human Resources and College President, be granted a further extended leave for up to an additional year.

Such leaves are subject to approval at the discretion of the Director of Human Resources and College President. Employees who are eligible for OFLA, FMLA or other types of leaves of absence required by law will be granted appropriate leaves under such laws and will not be placed on unpaid extended leaves of absence, except in accordance with reasonable accommodation obligations or other legal obligations.

2. Except in emergency situations, requests for such leave shall be submitted to the Director of Human Resources in writing at least two (2) months in advance of the date on which the leave is to commence. The response to such request will be given to the employee in time to allow the employee adequate time to make necessary arrangements prior to the period for which the leave is being requested.
3. While on such unpaid leave (greater than 12 weeks), the employee shall be issued a COBRA insurance continuation notice and allowed to continue to be covered by the College's insurance programs at the employee's expense.
4. Upon return to the College, the employee will be placed in the same job position as was vacated for the leave. However, an employee returning from leave shall not have the right to reinstatement if the employee's position has been eliminated or filled by a more senior employee due to a reduction in force while the employee is on leave. In such situations, the employee will be placed on the recall list and will have recall rights in Article 12. Reduction in Force.
5. Upon return to the College, the employee will be reinstated at the same salary schedule placement and seniority, which the employee occupied at the time the leave was granted.
6. Seniority will not accumulate while an employee is on an extended leave of absence.
7. Upon return to the College, all benefits to which the employee was entitled at the time their unpaid leave of absence commenced, and which are currently in effect for bargaining unit members, shall be restored to the employee.
8. If a leave of absence has been granted to participate in a professional work program, an exchange program, or a professional study program, in which unpaid leave was granted, the employee, upon return to College employment, will be required to submit a report to their immediate supervisor to be shared, where deemed beneficial, with other College employees.
9. In all instances of leave of ninety (90) days or more, the employee on leave shall, no less than thirty (30) days prior to the end of the scheduled leave, notify the College in writing

that the employee intends to return to College employment at the end of the said leave. All extensions or renewals of leaves shall be applied for in writing. Approval or denial shall also be in writing. Failure of the employee upon leave of ninety (90) days or more to give the advance notice of intention to return by the end of the leave may be treated by the College as that employee's resignation. Failure of any employee to report for duty at the end of such leave shall be deemed as the resignation of the employee.

## B. SHORT TERM LEAVES OF ABSENCE

Leaves of absence without pay for less than six (6) weeks will require the approval of the employee's immediate supervisor and the Human Resources Director. While on such unpaid leave of up to twelve weeks, benefits to which the employee is entitled under the terms of the Agreement, including College paid insurance coverage, will continue. For any leave greater than twelve (12) weeks, the employee will continue to be covered by the College's insurance program at the employee's expense for the entire unpaid leave period. Leaves of absence without pay for more than six (6) weeks, up to twelve (12) weeks, shall be submitted to the Director of Human Resources in writing.

## C. FAMILY MEDICAL LEAVE

1. Employee members may take family leave without compensation for up to twelve (12) weeks within a one (1) rolling year period in accordance with applicable law. Family medical leave may be used for their own injury or illness, for the care of a family member who suffers from serious health conditions or for other purposes as required by OFLA and FMLA. Family member means the employee's spouse or registered same gender domestic partner, biological, adoptive or foster parent or child, parent-in-law, grandparent, grandchild, or a person with whom the employee was or is in a relationship of in loco parentis and the parents and children of their registered same gender domestic partner.

The employee must provide certification of need for leave, before the leave begins and periodically thereafter, from the health care provider as well as a fitness to return to work certification as required by the College. Accumulated sick leave, vacation leave and personal leave must be used for such leave. Employee members will start to utilize family medical leave from the first day of being qualified for its use. Insurance benefits for eligible employees will continue through an employee's FMLA/OFLA leave of absence. If the member does not return after the leave, the College may recover premium costs for any unpaid leave days. If an employee is entitled to leave under more than one statute the leave will run concurrently consistent with applicable law.

2. At the end of the twelve (12) weeks of FMLA/OFLA, the employee member unable to work due to their own personal illness or injury may continue to use any additional vacation days and/or sick leave days still available and sick leave bank days.
3. Employees returning from family medical leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.

## ARTICLE 21 – PROFESSIONAL GROWTH AND DEVELOPMENT

### A. TUITION AND EXPENSES FOR REQUIRED ACTIVITIES

The College agrees to pay the full cost of tuition, fees, and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which an employee is required to take by the College.

### B. STAFF DEVELOPMENT FUNDS

Recognizing the importance of professional development for the growth of its employees, the College shall provide a \$15,000 Professional Development Fund (starting July 1, 2006) for classified staff to support both full and part-time staff development activities related to their job responsibilities or objectives, and/or beneficial with respect to the functions and goals of the College. Effective July 1, 2021, the following changes shall become effective:

1. The College shall increase this fund by 1% for each year of the contract.
2. Applications for the following distributions can be made until the funds are exhausted:
  - a. Employees in their initial probation period may apply for up to \$500 in professional development funds.
  - b. Full and part-time classified may apply for up to \$1,000 each per year.
  - c. The College may apply for up to ten percent (10%) of the Professional Development Fund contributions to be used for training for all-staff or groups of staff members each fiscal year.
3. A Staff Development Committee shall be established with three (3) classified staff members, selected by the Association to evaluate applications, develop rules of use and criteria which will be mutually agreeable to the ACEUCC and the College. The Committee will manage the professional development funds for the benefit of classified employees, will authorize the expenditure of funds, and will make reports back to the Association regarding the usage of funds.
4. The time needed for staff development activity must be approved by the supervisor. Once approved, there will be no loss in hours normally scheduled to work for the employee. Any time spent outside normally scheduled work hours will only be compensated when required by applicable law. In the event compensation is required, the College reserves the right to flex the employee's schedule for that workweek to avoid the need to pay overtime.

## ARTICLE 22 - GRIEVANCE PROCEDURE

### A. PURPOSE

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level and there shall be no suspension of work or interference with the operations of the College. No reduction in salary shall occur if meetings or discussions involving grievances or grievance procedures occur during the employee's regular work hours. The grievant may be accompanied by an Association representative when presenting the grievance at any step. The Association representative shall suffer no reduction in pay if the meeting occurs during their regularly scheduled work hours.

### B. STEPS

Grievances will be processed in the following manner and unless mutually agreed upon in writing (email) by the parties, within the stated time limits.

#### **Step 1**

An employee shall be responsible for instituting the first step of the grievance procedure by contacting the immediate supervisor within fifteen (15) days after the facts upon which the grievance is based, or first become known to the employee, to arrange an informal meeting to make an earnest attempt to resolve the grievance.

If the issue is not resolved informally within ten (10) days of the informal meeting, the employee may submit a completed Grievance Form (Appendix C) to the Human Resources Director. The Grievance Form must be submitted to the Human Resources Director within ten (10) additional days, i.e., within twenty (20) days of the informal meeting. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions violated, and the relief sought.

The Human Resources Director or College Administrator designated by the Human Resources Director will review the grievance, arrange for necessary discussions, and respond to the grievant with a copy to the Association within ten (10) days after receipt of the written grievance. If no response is received within the 10-day period, the grievance will immediately advance to Step 2.

#### **Step 2**

If the grievance is not resolved in Step 1, the grievant may appeal the grievance in writing to the College President. Such appeal shall occur within ten (10) days after receipt of the written answer in Step 1.

The President or a designee of the President shall review the grievance, arrange for necessary discussions, and respond to the employee in writing with a copy to the Association no later than

ten (10) days after receipt of the written appeal.

### **Step 3**

Grievances not settled in Step 2 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, whether individual or group, should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall file a written notice of a request for arbitration to the President within fifteen (15) days following the President's written answer in Step 2.

Within ten (10) days after a written notice of arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of seven (7) arbitrators, who reside in Oregon or Washington, from the State Employment Relations Board, Conciliation Service Division. Upon receipt of the list, the College and Association shall alternately strike names until one (1) remains and submit the matter to arbitration.

The hearing and all other proceedings shall be conducted according to the rules of the American Arbitration Association.

The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement, nor reach a decision contrary to public policy of the State of Oregon or the United States as clearly defined in statutes and/or judicial decision, or make any decision in any matter not specifically addressed by the Agreement or agreed upon in a joint stipulation of the issue. The arbitrator's decision shall be based on whether or not the Agreement has been violated.

A decision of the arbitrator shall, within the scope of their authority, be binding upon the parties.

### **C. COSTS OF ARBITRATION**

The College and the Association will share equally any joint costs of the arbitration procedure such as the fee and expense of the arbitrator and the cost of the hearing room.

### **D. INITIATION OF GROUP GRIEVANCES**

1. Where more than one employee has a common grievance, the Association may initiate a group grievance on their behalf. In such a case, a written grievance may be filed directly with the Human Resources Director at step 1 with no requirement for any employee to contact their supervisor. Group grievances will start with the Association being required to submit the Grievance Form to the Human Resources Director within fifteen (15) days after the facts upon which the grievance is based, or first become known to the Association.

The same steps and time intervals shall apply for all subsequent group grievance processing steps as with individual grievances.



2. The Association shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the President. All such grievances must be filed within fifteen (15) days after the facts upon which the grievance is based. The remainder of the procedure shall be as provided for the individual grievances.

#### E. GENERAL PROVISIONS

1. No reprisals of any kind will be taken by the employer or by any members of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.
2. Unless there is a mutual agreement of extension of timelines, failure at any step of the procedure to communicate the decision in writing within the specified time limits shall permit the grievant to proceed to the next step.
3. Unless there is a mutual agreement of extension of timelines, failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be an acceptance of the decision rendered at that step.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

## ARTICLE 23 - GENERAL PROVISIONS

### A. PRECEDENCE OF AGREEMENT

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the College which shall be contrary to or inconsistent with its terms.

### B. SEPARABILITY

In the event that any provisions of the Agreement shall at any time be declared invalid by any court of competent jurisdiction or made invalid by any legislative enactment, only the unlawful provision shall become null and void. Such decisions or enactments shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions not declared invalid shall remain in full force. Upon such declaration or enactment, either party may call for immediate negotiations, which shall be conducted in accordance with ORS 243.698, for the purpose of arriving at a mutually satisfactory replacement of such provisions.

### C. INDIVIDUAL EMPLOYMENT CONTRACTS

No individual contract offered to employees by the College shall be inconsistent with the terms and conditions of the Agreement.

### D. DISTRIBUTION OF AGREEMENT

Following ratification of this Agreement by both parties, the College shall post the Agreement on its web site for access by bargaining unit members, including newly hired classified staff, as well as applicants for bargaining unit positions.

### E. CHANGES IN PERSONNEL POLICIES

The College shall provide the Association president with a copy of the Board packet, exclusive of executive session materials. Copies of policies recommended at first and second reading shall be included in the packet.

### F. MODIFICATION OF AGREEMENT

This Agreement may not be modified in whole or in part except by mutual written agreement of the parties.

## ARTICLE 24 – SENIORITY

### A. DEFINITION OF SENIORITY

Bargaining unit seniority shall be defined as the full time equivalent of an employee's total length of continuous service in a bargaining unit position from their most recent date of hire. Classification seniority is defined as the full time equivalent of an employee's total length of continuous service in a bargaining unit job classification. Continuous service in the bargaining unit shall be service unbroken by separation from the College as set forth in Section D below. Time spent on military leave, FMLA/OFLA leave, federal and state protected status leave or other authorized paid or unpaid leave shall be included as continuous service.

### B. BREAKING TIES

In the event two (2) or more employees are hired on the same date, ties in seniority will be broken by drawing lots.

### C. PROMOTIONS OUT OF THE BARGAINING UNIT

Employees who are promoted to positions that are outside the bargaining unit but are returned to bargaining unit positions by the College within twenty-four (24) months of the date of promotion or transfer to a non-bargaining unit position will return with the seniority they had accrued at the time of their promotion restored. The time employees spend in the non-bargaining unit positions will not however, be applied toward their seniority.

### D. LOSS OF SENIORITY

An employee shall lose all seniority and the employment relationship will be separated if any of the following events occur:

1. Voluntary resignation or retirement;
2. Discharge of a regular employee for just cause or discharge of a probationary employee at will;
3. Layoff for more than twelve (12) consecutive months (However, employees will not continue to accrue seniority during the period they are on layoff.);
4. Failure to notify the College of intent to return to work pursuant to a recall notice sent by certified mail to the last address provided to the College within ten (10) days of receipt or fifteen (15) days of mailing, whichever is greater;

5. Failure to report for work promptly upon expiration of an authorized leave of absence, unless otherwise agreed in writing (via email);
6. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or
7. Failure to return from military leave in accordance with applicable law.

## **ARTICLE 25 - TERM AND EXECUTION OF AGREEMENT**

### **A. DURATION**

This Agreement shall be effective as of July 1, 2021. It shall be binding on the College and the Association and shall remain in full force and effect through June 30, 2025, except as set forth in the reopener provisions in Article 14 – Compensation and Article 15 – Employee Benefits. Additionally, for the reopener in the final year of the Agreement both the College and the Association may elect to reopen one additional article by notifying the other in writing (via email) of intent to reopen and identifying the article selected for reopening. Such notification shall be made no later than the first bargaining session.

### **B. SUCCESSOR AGREEMENT**

This Agreement will be automatically reopened for negotiations for a successor agreement on March 1, 2025. If the Agreement expires prior to completion of negotiations, it shall remain in effect until the successor Agreement is ratified by the bargaining unit and approved by the Board of Education.

## APPENDIX A – CLASSIFIED WAGE SCHEDULE

		Effective July 1, 2021																	
Grade	Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<b>100</b>		26.00	26.52	27.05	27.59	28.14	28.71	29.28	29.87	30.46	31.07	31.69	32.33	32.97	33.63	34.31	34.99	35.69
<b>90</b>		23.50	23.97	24.45	24.94	25.44	25.95	26.46	26.99	27.53	28.08	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
<b>80</b>		21.00	21.42	21.85	22.29	22.73	23.19	23.65	24.12	24.60	25.10	25.60	26.11	26.63	27.17	27.71	28.26	28.83	29.41
<b>70</b>		18.50	18.87	19.25	19.63	20.02	20.43	20.83	21.25	21.68	22.11	22.55	23.00	23.46	23.93	24.41	24.90	25.40	25.90
<b>60</b>		17.50	17.85	18.21	18.57	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.19	22.64	23.09	23.55	24.02	24.50
<b>50</b>		16.50	16.83	17.17	17.51	17.86	18.22	18.58	18.95	19.33	19.72	20.11	20.52	20.93	21.34	21.77	22.21	22.65	23.10
<b>40</b>		15.50	15.81	16.13	16.45	16.78	17.11	17.46	17.80	18.16	18.52	18.89	19.27	19.66	20.05	20.45	20.86	21.28	21.70
<b>30</b>		15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23	17.57	17.93	18.28	18.65	19.02	19.40	19.79	20.19	20.59	21.00

**APPENDIX B – JOB TITLE BY GRADE**

<b>GRADE</b>	<b>JOB TITLE</b>	<b>GRADE</b>	<b>JOB TITLE</b>
	<b><u>FULL TIME</u></b>		<b><u>FULL TIME</u></b>
30	Custodian	70	HR/Payroll Assistant
40	Bookstore Specialist	70	JOBS Career Advisor
40	Groundskeeper	70	Maintenance Specialist
50	Department Assistant	70	Media Technician
50	Education Support Specialist - WCJC	70	NSRC Simulation Tech
50	Special Events Assistant	70	Orientation thru Transition Coordinator
50	Financial Aid Assistant	70	Records & Registration Associate
50	Library Assistant	70	Scholarship/Donor Relations Coordinator
50	Program Assistant - ETS	70	Student Services Coordinator
50	Program Assistant - SSS/TOP	80	Accounting Specialist - Accounts Receivable
50	Registration Specialist - Academic Data	80	Apprenticeship Coordinator
50	Registration Specialist - Degree Audits	80	Computer Support Tech II
50	Registration Specialist	80	Computer Support Tech II
60	Administrative Assistant	80	eLearning Specialist
60	Financial Aid Specialist	80	Financial Aid Coordinator
60	Maintenance Generalist	80	Graphic Designer
60	Receptionist/Accounting Clerk	80	Human Resource Generalist
60	Registration/Attendance Specialist	80	Instructional Coordinating Specialist - CE
60	SBDC Admin/Program Specialist	80	Lab Technician
60	Security Guard	80	Marketing Technologist
60	Support & Attendance Coordinator	80	Nursing Program Coordinator
60	Testing Center Coordinator	80	UB Program Development Specialist
70	Academic Preparation Specialist	90	Accountant - Student Accounts
70	Accounting Specialist - Accounts Payable	90	Computer Programmer/Analyst
70	Accounting Specialist - Student Accounts	90	Network Administrator Assistant
70	Advising Specialist - TOP	100	DBA/Systems Administrator
70	Academic Advisor	100	Maintenance/Grounds Lead
70	Assessment/Tracking Coordinator - ABSD	100	Network Manager
70	Bookstore Specialist - Textbooks	100	Payroll Manager
70	Career Coach	100	Staff Accountant
70	College Transitions Specialist		<b><u>PART TIME</u></b>
70	Digital Marketing Specialist	40	Enrollment Services Clerk
70	Enrollment Advisor	40	Mail Services Specialist
70	ETS Advisor	50	CPR/CED/CE Admin Secretary
		80	eLearning Specialist

**APPENDIX C – GRIEVANCE FORM**

*Association of Classified Employees of Umpqua Community College*

**Section 1 – Employee:** Fill in Section 1 completely. Make a copy of the form for yourself before turning in the original to the Director of Human Resources.

Employee: \_\_\_\_\_ ID#: \_\_\_\_\_  
*(Employee's printed name)* *(800XXXXXX)*

Supervisor: \_\_\_\_\_ Date of Incident: \_\_\_\_\_  
*(Supervisor's printed name)*

I met with my supervisor, completing step B.1.a. of the Grievance Procedure, on \_\_\_\_\_.  
*(Date)*

Agreement provisions(s) involved (e.g. Article 22.C.1.a.): \_\_\_\_\_  
*What happened?* Provide a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based. (Attach other documents as needed): \_\_\_\_\_

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*How did this violate the contract?* Provide the contractual issues involved. (Attach other documents as needed):

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*How can this be resolved?* Describe the relief sought. (Attach other documents as needed):

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Number of attachments: \_\_\_\_\_

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 2 – Director of Human Resources:** *Sign below acknowledging receipt (not agreement) of the form.*

Signature of receipt: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_





**APPENDIX E - SAMPLE CLASSIFIED JOB DESCRIPTION FORMAT**

**UMPQUA COMMUNITY COLLEGE CLASSIFIED JOB DESCRIPTION**

JOB TITLE:

GRADE:

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GRANT TITLE IF APPLICABLE:

DEPARTMENT:

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RESPONSIBLE TO:

GENERAL DESCRIPTION: Summarize the general purpose or goal of this position. This statement should give a brief, but concise, overview of the basic functions of the position and should be a maximum of 2-3 sentences.

EXAMPLES OF DUTIES:

Essential Functions: This is considered the essence of the job. These are the major fundamental duties that must be performed to be successful in the position. These duties typically comprise about 50-70% of the responsibilities.

Organize the functions from MOST valuable/complex to LEAST valuable/complex in terms of their importance to the College.

Incidental Functions: These are the duties that do not meet the definition of essential. Include a statement of "other duties as assigned."

QUALIFICATIONS: Be specific between what is required for the position or preferred for the position.

Education:

Experience:

Specific Skills

Specialized knowledge, licenses, etc.

KNOWLEDGE, SKILLS AND ABILITIES: Computer/software, people skills, communication skills, etc. TYPICAL PHYSICAL

DEMANDS AND WORK ENVIRONMENT:

Created/Revised Date