



A Union of Professionals

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

Local 4754
United Employees of
Columbia Gorge
Community College

AFT, AFL-CIO

(Covering Classified Employees)

AND

Columbia Gorge
Community College

FOR

July 1, 2022 through June 30, 2025

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

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ARTICLE 1 - AGREEMENT

This Agreement is made and entered into this 1st day of July 2022, by and between Columbia Gorge Community College, hereinafter referred to as the Employer, and United Employees of Columbia Gorge Community College, Local 4754, AFT, AFL-CIO, hereinafter referred to as the Union, for itself and on behalf of the employees in the bargaining unit described herein.

ARTICLE 2 - RECOGNITION

- A. Columbia Gorge Community College ("the College") recognizes the United Employees of Columbia Gorge Community College, AFT Local 4754 ("the Union") as the exclusive collective bargaining representative with respect to wages, hours, and related conditions of employment as set forth in ORS 243.650 to 243.782.

The following people are excluded from the classified bargaining unit:

1. Members of the Faculty bargaining unit;
 2. Professional support staff;
 3. Administrators;
 4. Confidential employees under ORS 243.650;
 5. Temporary employees working twenty (20) or more hours per week for no longer than six (6) months;
 6. Substitute employees filling the role of a classified member while that member is on leave;
 7. Part-time employees hired to work nine and one-half (9.5) hours per week or less;
 8. Independent contractors hired to do a specific set of tasks on a specific project;
 9. Grant-funded employees (grant-funded employees who were previously granted membership may continue as members);
 10. Enterprise-funded employees (enterprise-funded employees who were previously granted membership may continue as members).
- B. New and Modified Positions. The Employer will notify the Union upon creation of new or modified classified positions, and the Union and the Employer will meet to determine the appropriate unit placement and compensation of the job. The meeting to discuss unit placement of the position will be held within ten (10) business days from the time of the Employer's notice. Compensation issues will be resolved according to the provisions of Article 14, Compensation. The Union can initiate discussions under this paragraph when

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it believes that the duties of a position have been modified so substantially that the position should be considered a new position and a new salary placement is appropriate.

- C. The Employer will distribute a copy of the collective bargaining agreement and a membership application to all new employees in positions covered by this Agreement. The Employer agrees not to interfere with the right of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any representative against any employee because of Union membership.
- D. The Employer will make the collective bargaining agreement available electronically through the College website. Printed copies will be available upon request to Human Resources.
- E. The Employer and the Union recognize that the collective bargaining agreement does not apply to student/employees hired under the Federal Work-Study Program or similar programs who do not share a community of interest with classified employees. These students/employees who are excluded from the contract attend the College and are also employed by the College for purposes of financial aid or because the work provides work experience related to their educational program and/or career goals.

ARTICLE 3 - UNION SECURITY AND UNION INTERESTS

A. Union Security

1. All employees whose classification is included in Article 2, Recognition, of this Agreement may voluntarily join the Union as a member. The College agrees to deduct dues, fees, costs, charges, and assessments in the amounts determined by the Union from the compensation of each employee who individually authorizes such a deduction in writing on the authorization form provided during the onboarding process. Such authorization shall be terminable upon such notice as is specified in the authorization. The College shall deduct such authorized amount each pay period from each employee's compensation and remit such amounts monthly to the Union.
2. Employees terminating with less than ten (10) working days in any pay period will not be subject to dues deduction for that pay period.

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3. The College will not be held liable for check off errors but will make proper adjustments with the Union for errors as soon as is practicable if notified within ten (10) working days of the error. In no case shall such an adjustment extend beyond the following pay period.
4. The Union agrees to indemnify, defend, and hold the College harmless from and against any and all claims, suits, orders, or judgments brought against the College as a result of the College's compliance with the provisions of this Article and to reimburse any fees, costs, or expense incurred by the College in connection with the same. Notwithstanding the foregoing, the College will cover its costs associated with notifying the Union of any such claim.
5. The Employer shall notify the Union President or his/her designee before a new employee starts work, and the Union representative shall be given the opportunity to meet with the new employee to discuss Union membership and benefits during work time within the first month of employment. However, the Employer shall not pay additional compensation to employees for compliance with this provision.

B. Union Interests

1. Board Material. Copies of agendas and background materials furnished to Board members for matters to be discussed other than in executive session shall be sent to the Union President at the same time as to the Employer administrators.
2. Bulletin Boards. The Employer shall provide a bulletin board in the mailroom for use by the Union.
3. Union Access. Representatives of the Union shall have reasonable access to all bargaining unit work areas in order to exercise the Union's representation responsibilities, including administering this Agreement, as long as work is not disrupted.
4. Union Business. Employer agrees that, during business hours, on Employer premises and without loss of pay, Union representative shall be allowed to attend discipline related meetings and grievance meetings at all steps. Negotiation Team members will not suffer loss of pay during negotiation sessions.
5. Use of Employer Facilities. The Union will be allowed to use Employer meeting rooms to hold regular monthly Union meetings and for meetings related to collective bargaining negotiations and handling of grievances, provided that the room is scheduled and approved in advance by the Employer. Use of Employer

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meeting rooms must be in accordance with the Employer's Facility Use Policies, including policies related to refreshments, clean up, and security. The Union will ensure that its meetings do not disrupt any Employer function. Employer facilities will not be used by the Union for social functions, fundraising activities, strike-related activities, or anti-Employer activities. A failure by the Union to comply with this section is justification for the Employer to refuse future requests by the Union to use Employer meeting rooms.

6. Use of Employer Equipment. The Union shall be allowed use of Employer office equipment, such as needed for duplication and distribution of information to employees, only in accordance with Board policies regarding such matters as they apply to other non-Employer groups. It is understood that not all Employer office equipment is available for use by non-Employer groups and that available equipment typically has a rental charge. Use of Employer equipment under this section does not allow personal use by Union representatives or bargaining unit members. Approved use of Employer meeting rooms does not create a right to use any Employer equipment located in or around those rooms.
7. Union Release Time
 - a. Union representatives shall be allowed time away from their duty stations without loss of pay when required to attend meetings with the Employer. The Employer and the Union shall also meet from time to time if both parties agree that such meeting will serve constructive purposes.
 - b. In addition, elected or appointed Union representatives shall have up to sixteen (16) hours release time per month, with a maximum of eight (8) hours per week per person, for conducting Union-initiated business. This time is to be shared by the entire Union.
 - c. Representatives shall notify supervisors in advance when they will be away from their work stations pursuant to this provision. Such notice will include the reason for such absence.
 - d. Office space on campus shall be available to the Union subject to the terms and conditions of the Rental Agreement provided by the Employer.
 - e. The Union will be allowed use of reasonable space on bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and place of meetings, Union social and charitable activities, and posting of official Union publications. The Union will be allowed reasonable use of in-house mail and email facilities. The Employer reserves the right to restrict the use of bulletin board space and Employer mail facilities if such use becomes libelous or slanderous to the Employer or its agents.

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ARTICLE 4 – GRIEVANCES AND ARBITRATION

A. Grievances

1. Definition. A grievance is a claim by a bargaining unit member(s) of an injury to the grievant due to a violation of a provision of the Agreement by the Employer. A grievance may be filed by the Union when the Union alleges a violation by the Employer of a provision of this agreement that specifically grants a right to the Union as an organization. A grievance shall not include, and this grievance procedure shall not apply to: (a) any matter as to which the Employer is without authority to act; (b) any matter as to which the employee has sought relief in another forum established by state or federal law; (c) termination of a temporary employee at the end of the temporary assignment; (d) dismissal of a probationary employee.

2. Procedure. Grievances shall be subject to the following procedure.

Step One: Informal Resolution: An employee or representative having a question regarding a provision of the agreement shall first go to their supervisor. In the event that the supervisor cannot resolve the issue, and if the matter qualifies as a grievance in the definition above, the matter may then be taken up as a formal grievance in accordance with the following formal procedure.

Step Two: The aggrieved employee shall submit the grievance in writing to their supervisor. The Grievant shall submit in writing to their supervisor within fifteen (15) business days of its occurrence or fifteen (15) business days of the date on which the employee first had, or with the exercise of due diligence reasonable should have had, knowledge of the occurrence, or if the informal step outlined above was unsuccessful, whichever is later. Exceptions may be made for time spent trying to resolve the issue. The grievance document shall include a statement of the grievance and the alleged facts involved, including relevant dates, the provision that is alleged to be violated and the relief sought. A conference between the supervisor or their designee and the grievant and/or their union representative shall be held within ten (10) business days of receipt

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of the grievance document. Within ten (10) business days of the conference, the supervisor or their designee shall communicate their written decision to the grievant and the Union.

Step Three: Grievances unresolved at Step 2 may be submitted in writing to Human Resources. The grievance must be submitted within ten (10) business days of the answer in Step 2. Human Resources will respond within ten (10) business days of the receipt of the grievance.

Step Four: Grievances unresolved at Step 3 may be submitted in writing to the President or President's designee within ten (10) business days of the answer in Step 3. The President or the designee shall respond in writing within ten (10) business days of receipt of the grievance.

Step Five: Arbitration

(a) Notice. Grievances unresolved in the procedure above may be submitted to arbitration by the Union. The Union shall notify the Employer within fifteen (15) business days of the answer in Step Three of its intent to arbitrate the matter.

(b) Selection of the Arbitrator. The parties will meet to mutually select an arbitrator within seven (7) days of the notice to arbitrate. When mutual agreement cannot be reached, the Employment Relations Board (ERB) will be requested to provide a list of five (5) arbitrators from which a single name will be selected by alternately striking names from the list. The party striking the first name will be determined by the flip of a coin. The request to the ERB shall be submitted within fifteen (15) days of the notice to arbitrate. The parties will select the arbitrator from the list within ten (10) business days from the date sent from the ERB. The parties will schedule any arbitration hearing on a date the arbitrator is available within sixty (60) days of the day of the notice of arbitration. When the arbitrator is not available within those sixty (60) days, the parties will select the nearest date to that time that the parties and the arbitrator are available.

(c) Arbitrator's Authority. The decision of the arbitrator shall be final and binding to the extent that it is consistent with the law and this Agreement. The arbitrator shall have no authority to add to, to

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modify, or to subtract from the terms and conditions of employment or to issue any decision which requires the commission of an act prohibited by law or this Agreement.

(d) Costs. The cost of arbitration shall be shared equally by the parties except that each party shall bear the cost of its own witnesses. Neither party will be obligated to the cost of a stenographic transcript except by prior agreement. A request of the arbitrator for a transcript shall be considered a part of the cost of arbitration.

3. Written grievances and responses do not preclude meetings at mutually agreeable times within the times specified for discussion of the grievance and attempts to resolve the grievance.
4. Grievances involving discipline or discharge shall begin at Step Two.
5. A grievant may have a Union representative present at any step of the procedure.

B. Time Limits

All time periods in this Article are business days, meaning Monday through Friday, excluding holidays. The time periods specified in this Article may be extended or modified by written agreement. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned. If at any step of the grievance procedure the College fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step. Time limits at any step may be modified by mutual written agreement. Failure by the Employer at any step to issue a response within the specified time frame permits the grievant to proceed to the next step. Failure by the grievant to appeal a decision within the specified time frame is deemed acceptance of the last response of the Employer. All timelines outlined above are subject to a three-year time limit.

ARTICLE 5 - HOURS AND SCHEDULES

A. Hours

1. Work Week. The work week shall consist of seven (7) consecutive days in a pre-established schedule starting at 12:00 am Sunday and ending on the following Saturday at 11:59 pm. The regular work shift for a full-time employee is based on a forty (40) hour work week. A forty (40) hour work week may consist of five (5) 8-hour

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days, four (4) 10-hour days, or any combination of regularly scheduled hours that total 40.

2. Summer schedule. The college will be closed on Fridays beginning the first week of summer term through Labor Day weekend. Employees who regularly work forty (40) hours per week will be required to work four (4) nine (9)-hour days at no loss of pay. Any overtime those employees are required to work will be based on a thirty- six (36) hour week. Any compensatory time earned during the 4/9 work week period must be used by June 30 of the following year or will be paid out on the June 30 payroll. Employees who regularly work less than forty (40) hours per week will work ninety percent (90%) of their normal schedule but be paid for working one hundred percent (100%) of their normal schedule.
3. Schedules. With the approval of their supervisor, employees may vary their starting and ending time during the work day provided that there is sufficient coverage during normal work hours.
4. Breaks. During a normal eight (8) hour work day, employees are entitled to two (2) fifteen (15) minute breaks with pay and an unpaid lunch break of thirty (30) to sixty (60) minutes. When possible, breaks will be provided after an employee has worked not more than three (3) hours, and the lunch break will be scheduled after the employee has worked not more than five (5) hours. If an employee is unable to take lunch, they should notify their supervisor and/or Human Resources of the concern as soon as possible so that proper workloads can be addressed. All breaks will be duty-free unless an emergency intervenes.
5. Job Abandonment. If an employee fails to report to work for five (5) consecutive scheduled workdays without notifying the College of the reason for the absence, the employee will be placed on administrative leave utilizing accrued leave balances. The employee or their designated representative will have twenty (20) consecutive workdays to provide the College with a documented explanation for the absence, at which time the College will grant approved leave or begin the interactive process. If no documented explanation for the absence is presented by the twenty first (21st) consecutive day of absence, the employee will be considered to have abandoned their position.

B. Work Schedules Changes

1. Except in emergencies, employees will be given three (3) business days' notice of any necessary change in the regular schedule. Business days are exclusive of Saturday,

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Sunday, and holidays. Newly hired employees will be notified of their initial schedule and will be placed on a regular schedule as soon as practical.

2. Requests for days off shall be submitted to the supervisor in accordance with the provision of Articles 9 and 17. Reasonable effort will be made by the supervisor to grant the request.
3. Employees may trade work days and/or days off among themselves with the approval of the supervisor.

C. Work Locations

Classified employees may be hired to work at a specific location, per the job description and recruitment announcement. Changes may be made by the Employer to an employee's assigned campus provided there is a business need for the change and that the need for the change is discussed with the employee before the change is implemented. Unless an emergency exists, employees will be given ten (10) business days' written notice. Employees assigned to a specific location who must work at a secondary location in addition to their primary location during a given work week shall be reimbursed for travel to the secondary location at the rate for mileage reimbursement as set by the IRS.

D. Calendar

The Employer will distribute a calendar of the school year by June 30 indicating beginning and ending dates for each term, registration periods, break periods and holidays. The schedule calendar will also be posted on the Employer website under the title "Academic Calendar."

ARTICLE 6 - POSITIONS

- A.** Classified employees will be hired as either full-time, part-time, or temporary. Each employee will be initially hired for a specific job description, department and schedule as described in the job announcement.

1. **Full-time Employees.** Full-time employees are hired to work forty (40) hours per week on a regular basis and are entitled to all benefits under this Agreement.

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2. Part-time Employees. Part-time employees are hired to work regularly less than full-time as defined above. Part-time employees are entitled to benefits where specifically designated in this Agreement.
3. Temporary Employees. Temporary employees are those hired to work for a special project or are made available through a special program developed to help give individuals work experience for a specified period of time not to exceed twelve (12) months. Temporary employees will not be hired to displace or replace regular positions or to avoid filling vacancies. Temporary employees do not accumulate seniority. However, whenever a temporary employee is hired into a regular position where there is not more than a one (1) month break in employment, time spent as a temporary employee will be credited toward seniority.
4. Two or more part-time positions may be aggregated in order to earn benefits which are available to full-time employees. This provision does not apply if one of the part-time positions is specially funded under a grant or agreement that provides benefits.
5. Except as outlined above and to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this agreement shall be performed by any employee who is not covered by this agreement, or any person who is not an employee of the College for more than two (2) shifts per month. This provision does not limit the College's rights under Article 24.

ARTICLE 7 - POSTING OF VACANCIES

- A. Whenever a job opening occurs in an existing job classification within the bargaining unit or as the result of the creation of a new job that falls within the bargaining unit, vacancy notices will be sent via the Employer email system and posted on the Employer website and the Employer online applicant system. The email will be sent to all staff and faculty and copied to the Union President.
- B. Application for Vacancies. Employees interested in applying for a new or vacant position shall submit an application form using the Employer online application process. Applications must be submitted not later than the close of business or posted closing time on the last day of the posting. When qualifications for the position are equal, preference will be given to a current employee over an outside applicant. When the Employer determines that qualifications are substantially equal between two or more current employees, preference shall be given by seniority. Current employees will not be

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required to retake any skills test associated with the application if the employee has taken the same test for his or her current position.

Employees not selected to fill a vacancy will be notified in writing.

In the event an employee who fills a vacancy is not able to fully perform the duties within a three (3) month period, the employee will return to the position occupied before accepting the open position. In the event the prior position is no longer vacant, the employee shall be placed in the next comparable vacant position for which they are qualified. If there are no vacant positions, the employee will be placed on layoff status consistent with Article 8 (C) (1).

A bargaining unit employee who takes a position outside the bargaining unit may elect to return to their bargaining unit position, but must do so during the three (3) months following the promotion. An employee returning to a bargaining unit position will be credited for all seniority earned before the promotion. In the event the prior position is no longer vacant, the employee shall be placed in the next comparable vacant position for which they are qualified. If there are no vacant positions, the employee will be placed on layoff status consistent with the provisions of Article 8 (C) (1).

ARTICLE 8 - PROBATION, SENIORITY, LAYOFF, RECALL

A. Probation

1. All newly hired employees shall serve a probationary period of 1040 hours or one calendar year, whichever comes first. The employer will evaluate new employees after 520 hours or six months of employment, whichever comes first, advising them of their performance and indicating areas, if any, where improvement may be needed.
2. Upon completion of probation, employees are entitled to full rights and privileges under this Agreement.

B. Definition of Seniority

1. Seniority shall mean an employee's length of continuous service measured from the employee's most recent date of hire.

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2. Termination of seniority shall occur upon retirement, resignation, discharge for just cause or acceptance of a position outside the bargaining unit.
3. Employees who are recalled by the employer within one (1) year of layoff for any reason shall not lose their previous seniority date.
4. The Employer will post a seniority list of all employees within thirty (30) calendar days of the date of the initial Agreement and annually thereafter in July, no later than the 15th of the month. The Union will receive a copy of the list at the time of its posting. Employees who believe their seniority date is incorrect may seek adjustment through the grievance procedure.

C. Layoff

1. If the Employer determines that a layoff is necessary and unless an emergency exists, the Employer will notify the Union at least forty-five (45) calendar days in advance and will include the positions and/or job group to be laid off, and the parties will meet to discuss ways of avoiding layoffs.
2. When reductions remain necessary following that discussion, the Employer will permit bargaining unit employees to take voluntary layoffs until the necessary reduction in the work force is met.
3. When voluntary layoffs do not meet the necessary reductions, layoffs in the identified job families will be first from temporary employees, then probationary employees, then part-time employees, then full-time employees based on inverse order of seniority within those job families.
4. Employees designated for layoffs shall be given at least twenty (20) business days' notice of layoff or compensation to the extent such notice is deficient. A copy of the notice shall be sent to the Union.
5. Within ten (10) calendar days of receiving a notice of layoff, an employee designated for layoff may replace the employee with the least seniority in their job family provided the employee is capable of immediately performing that job. An employee who exercises replacement rights and is unable to perform the duties of the new position within one (1) month of assuming that position shall be laid off from the original position rather than be considered for dismissal. There can be only one (1) level of "bumping" under this provision.
6. The Employer will continue coverage of insurance programs for a laid-off employee for the first two full plan months of layoff.

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D. Recall

1. Laid off employees shall be placed on a recall roster for six (6) months after the effective date of the layoff and shall be recalled in the inverse order of the layoff provided they possess the necessary education, experience and qualifications as outlined on the open position's job description to perform the assignment to which they are recalled. For the purposes of recall, full-time and part-time employees will be limited to their respective full-time/part-time employment categories.
2. Notice of recall shall be sent by certified mail to the employee's last address on the Employer's record. A copy of the notice shall be sent to the Union President. This will be the only notification sent to the employee and Union President.
3. The laid-off employee will have fifteen (15) business days from receipt of the certified notice to respond to the recall notice. Failure to respond to the recall notice by accepting or rejecting the recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.
4. Employees shall be required to accept any position that is equal or higher in wages, benefits, hours of work and that they possess the necessary education, experience and qualifications as outlined on the open position's job description to perform the assignment to the position from which laid off. Failure to accept such a position will result in forfeiture of recall rights.
5. For six (6) months after the effective date of the first layoff, no new employee, including a temporary employee, can be hired in a job within the bargaining unit unless all laid off employees possessing the required education, experience and qualifications for that job have been offered recall rights for that job.

ARTICLE 9- LEAVES OF ABSENCE

A. General

1. Leaves of absence for periods up to one (1) year may be granted for good cause to any employee at the discretion of the President. Written requests for leave of absence shall be submitted at least ninety (90) days in advance, whenever possible, of the date the leave is to begin. The Employer will notify the employee of leave approval at least thirty (30) days in advance.

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2. Employees shall be reinstated to their position on return from any leave if the position is vacant or filled only on a temporary basis. If the position has been permanently filled or no longer exists, reinstatement will be to a vacant comparable position with equal qualifications, preferably in the same department and work site. When a comparable position is not available, the employee will be placed on a preferential hiring list and will be given the first comparable position they qualify for within three (3) months of the end of the leave.
3. Upon return from leave, employees will have their pre-leave seniority restored. Employees will continue to accrue seniority during leaves of seven (7) calendar days, but fewer than thirty-one (31) calendar days. Employees will be covered by the health and life insurance programs for up to thirty (30) days while on leave. Participation in these insurance programs beyond the thirty (30) days will be at the employee's expense, unless provided for elsewhere in this Agreement.
4. Employees on leave will not seek or accept employment elsewhere, except where the employment is in conjunction with or a component of the leave such as for research, education, teaching, public service or Union business.
5. A request for a temporary reduction of hours to accommodate personal, medical or educational needs will be handled like a request for a leave of absence under the procedure in this article.

B. Paid Leaves

1. Full-Time Employee Sick Leave
 - a. Sick leave is earned at the rate of eight (8) hours per month.
 - b. Sick leave is paid at the employee's usual hourly rate and will be paid to the extent of an employee's accumulation for all illnesses, diseases, injuries and maternity. Sick leave may be coordinated by employees with other payments such as Worker's Compensation or disability insurance to enable employees to meet their usual weekly earnings.
 - c. Sick leave may be used for any health emergency in accordance with state and federal leave laws. In the interest of preventive health, sick leave may be used for medical and dental appointments. For more information on state and federal leave laws, see CGCC's Payroll and Benefits webpage.
 - d. An employee may be required to furnish a medical certification for absences of more than five (5) days or for recurring or frequent absences. If an employee demonstrates excessive or pattern absenteeism, they may be

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subject to disciplinary action. Excessive or pattern absenteeism is defined as a pattern of sick leave use in excess of 1.5 times the regular accrual rate over a period of six (6) months or greater, and 1.25 times the accrual rate over a one (1) year period. Exceptions to this standard because of extenuating circumstances may be made by the Director of Human Resources

- e. Sick leave may be substituted for vacation leave for illness, injury or accident requiring hospitalization while an employee is on vacation.

2. Part-time Employee Sick Leave

- a. Part time employees shall be frontloaded with forty (40) hours of paid sick leave, pro-rated in accordance with ORS 653.606 each year on January 1.
- b. Unused sick leave hours may be carried over annually to a maximum of 80 hours
- c. Unused sick leave hours will be shown on the Employer leave accounting records.
- d. Accrued sick leave can be used for personal illness or for other reasons as required by law.
- e. Sick Leave will be used in hourly increments and administered in accordance with applicable Oregon laws.

3. Vacation and Sick Leave Donation

Both parties recognize that employees may have a family medical situation or be affected by a major disaster, resulting in a need for additional time off in excess of their available sick/vacation time. To address this need, classified employees will be allowed to donate accrued paid sick or vacation leave hours from their unused balance to employees in need of additional paid time off in accordance with the procedures outlined below. This program is strictly voluntary.

Employees who would like to make a request to receive donated sick/vacation time must have a situation that meets the following criteria:

Medical situation, defined as a qualified FMLA/OFLA medical condition of the employee or a qualifying family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. The employee

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must apply and be approved under FMLA/OFLA in order to qualify for leave donations. The employee is only eligible for leave donation for the qualified leave period.

Major disaster, defined as a disaster declared by the President of the United States under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the President of the United States pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work. A major disaster can also be declared by the governor with a state of emergency.

- a. Donating Employees
 - i. A classified employee may donate accrued vacation or sick leave in full eight (8) hour blocks.
 - ii. Donating employees must maintain a minimum vacation or sick leave accrual balance of five (5) working days (40 hours) after the number of donated days has been subtracted from their balance.
 - iii. Donating employees shall complete and sign a form approved by the Employer authorizing the donated hours to be credited to the recipient employee.
 - iv. Donations from non-classified College employees shall be made in accordance with the contract or policy which governs their employment at the College.

- b. Recipient Employees
 - i. Employees eligible for leave may receive donated vacation and sick leave from donating employees. Donated vacation or sick leave hours shall be credited to the recipient employee's leave accrual balance on an hour-for-hour basis. Donated leave days must be used within the approved leave period. If leave days are not used within that time frame they will revert to the donating source employee.
 - ii. To receive donated leave, an employee must apply for and receive approval for leave and must request leave donation. Forms are available from the Human Resources department.
 - iii. Employees may not be receiving non-duty disability or Workers Compensation benefits while receiving donated leave.

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- iv. The maximum number of donated hours which a recipient employee will be eligible to receive for one illness or injury shall be five hundred and forty (540) hours.
- c. Procedure and Limitation
 - i. Donation leave eligibility must be established prior to implementing procedures for vacation and sick leave donation. To apply for leave donation, an employee needs to obtain a request form from the Human Resources Department.
 - ii. Employees must arrange for the donation of days on the appropriate forms, available in the Human Resources Department, seven (7) days in advance of the need of the recipient employee. Donating employees will have 14 days to make their donations after the posting of the request for donations. The President may extend time limits at his/her discretion.
 - iii. All donated days are subject to all sick leave rules and policies. Collectively, if employees donate more than the total number of days required, the remaining hours shall be given back to the donating source employee(s).
 - iv. The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
 - v. The Employer shall keep the source of all donated leave confidential if requested by the donating employee.
- 4. Personal Leave

On July 1 of each year, full-time employees will be granted twenty-four (24) hours of personal leave to use during the fiscal year ending June 30. This leave is intended to be used only for matters that cannot be scheduled outside of regular working hours. Personal leave must be approved by the supervisor and must be reported on the employee's time sheet. Personal leave does not accumulate from year to year and shall be forfeited upon the severance or termination of the employee. Personal leave shall be prorated for employees working less than full-time.
- 5. Public Health Emergency Leave
 - a. In the event of a public health emergency that causes a College or building closure and/or results in a quarantine at the College, the following provisions will apply. An employee's absence from work because of a building closure,

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College closure, or quarantine mandate by the appropriate public health official shall not be charged against the employee's sick leave for a period of up to ten (10) days and the employee shall suffer no loss in pay or benefits for a period of up to ten (10) days provided that such quarantine or closure is declared solely for the purpose of preventing the spread of a communicable disease to others. Employees may be directed to report to work in a manner that is consistent with public health directives, or may have the ability to work their shift remotely as approved by their supervisor.

- b. When an individual employee is absent from work because they are directed to quarantine by the College or appropriate public health official due to a work-related contact, that employee:
 - i. shall not have such absence be charged against their employee sick leave for a period of up to ten (10) days;
 - ii. shall suffer no loss in pay or benefits during such period for up to ten (10) work days, provided that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.
 - iii. Employees may have the ability during quarantine to work their shift(s) remotely as mutually agreed with approved by their supervisor.

6. Bereavement Leave

Employees shall receive up to five (5) work days leave with pay in the event of death in an employee's immediate family. In alignment with the Oregon Family Medical Leave Act (OFLA), employees are eligible for an additional unpaid week of leave. An employee may use accrued vacation, comp time, personal leave, or leave without pay under these circumstances. Immediate family includes spouse or significant other person; and, of either the employee or spouse/significant other person, a child, parents, grandparents, grandchildren, brother or sister. Additional leave, if required, must be approved in advance by the supervisor and will be taken by an employee from vacation or will be unpaid leave.

7. Jury Duty/Witness Service

Employees required to serve on a jury or to appear as a witness, except where the employee is a witness in the employee's case against the employer, will be paid their regular pay for time spent while serving in such capacity, but the employee must submit any compensation received, except for expenses, to the employer.

C. Unpaid Leave

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Any employee who would like unpaid time off for educational advancement may be granted a leave of absence for educational and/or training purposes, provided the education or training is related to the employee's position or for advancement with the employer. Educational leave can be for up to one (1) year.

D. Military Leave

1. Military Leave

An employee who is ordered to or who volunteers for extended military training or active duty in the Armed Forces of the United States, the Coast Guard, the U.S. Public Health Service or National Guard component, or who is ordered to or who volunteers to take part in weekend, weekly or monthly training, will be granted an unpaid leave of absence for the duration of the service and reinstated in accordance with applicable state and federal laws and regulations, including the Uniformed Services Employment and Reemployment Rights Act (USERRA) and ORS 408.225 to ORS 408.290. An employee may choose to use any accrued, unused paid leave for military leave.

2. Leave for Temporary Active Duty in Armed Forces

An employee who is a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service is entitled to a leave of absence for a period not exceeding 15 days in any one training year for initial active duty for training and for all periods of annual active duty for training as provided in ORS 408.290.

An employee who has worked for the Employer for a period of six months prior to requesting this type of leave is entitled to receive pay for the period during which the employee is on leave.

3. Military Family Leave

An employee who, on average, performs 20 or more hours of work per week and whose spouse or registered domestic partner is a member of the Armed Forces of the United States, the National Guard or the Reserves, who is notified of an impending call or order to active duty, or if already on deployment, receives notice of leave during a period of military conflict, may be eligible to take up to 14 days of unpaid leave per deployment. An employee may use any accrued but unused paid vacation or personal leave intermittently. An employee must notify Employer of

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his/her intention to take leave within five business days following receipt of the notice giving rise to leave. Military Family Leave counts against an employee's OFLA leave entitlement.

E. Maternity/Paternity Leave

A maternity, paternity or child care leave of absence for childbirth or adoption will be allowed based on FMLA/OFLA rules.

ARTICLE 10 – IN-SERVICE AND JOB-RELATED EDUCATION

A. In-Service Education

Time spent in any required in-service program will be paid at the employee's regular hourly rate, including overtime where applicable.

B. Education

If an educational request is granted, the Employer will inform the employee what expenses, such as for travel, registration, materials and related expenses, will be paid by the Employer. Educational expense requests should be submitted to and by approved by the employee's supervisor and the President.

ARTICLE 11 - TUITION WAIVERS

A. Tuition shall be waived for an employee, spouse or eligible children who attend classes at Columbia Gorge Community College. Domestic partners of employees are eligible providing they are not separated or have an un-revoked written declaration of domestic partnership on file in the Human Resources Department. This article does not apply to fees such as laboratory fees and seminar fees when attendance at the seminar results in an additional cost to the College.

1. Full-time Employees

- (a)** Employee - up to eight credit hours per term. An employee with five years of service with the College may receive up to nineteen (19) credit hours per term for a maximum of one year or three terms while on approved leave of absence without pay.

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- (b) Spouse, domestic partner, and dependent children - up to nineteen (19) credit hours each per term or a maximum of the credits required to obtain a two-year degree in a College program.
- 2. Part-time Employees
 - (a) Employee - up to six (6) credit hours per term in which the employee is working.
 - (b) Spouse, domestic partner, and dependent children - may use the credit hours which are not used by the employee in the term.
 - (c) Spouse, domestic partner, and dependent children of employees who work at least 20 hours per week may use up to twelve (12) credit hours each per term or the maximum of the credits required to obtain a two-year degree in a College program.
- B.** Dependent children are those who are under age 24 and as defined by the Internal Revenue Service. Eligibility will be determined by reference to employee's last federal tax return.
- C.** Classes may be taken with or without credit or the equivalent in non-credit tuition.
- D.** Registration shall be in accordance with the College's registration schedule and procedure. Employees shall register during nonworking hours.
- E.** If an employee is required to take a class, the employee will be allowed time during the workday without loss of pay, and the Employer will provide required textbooks. All textbooks provided by the Employer will be returned to the Employer at the end of the term.
- F.** It is understood that no course will be conducted which would not have met without the enrollment of such tuition waiver students, and no tuition waiver student shall displace a tuition paying student. If an employee is bumped out of a class because of full enrollment of tuition paying students, they will be allowed, in accordance with the College's current policies and procedures, to re-enroll in the class if a position opens within the first week of the term or equivalent drop period.

ARTICLE 12 - EVALUATIONS AND PERSONNEL FILES

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A. Evaluations

Employees may be evaluated by the Employer annually in the month of their hire. Evaluations are for constructive employee development and are not considered discipline. Employees will be given a copy of any evaluation and may append their own comments to it and/or discuss it with their supervisor.

B. Personnel Files

1. One File. An official personnel file will be maintained for each employee and will contain the official personnel documents, not including confidential medical or grievance documents. Anonymous material will not be made part of the personnel file unless it has been corroborated.
2. Access and Response. Employees will have access to their own personnel file upon request to the President or designee and may have copies of any material included in the file. Employees will be allowed to comment in writing on any material in his/her file and the comment will be appended to and become a part of the file.

ARTICLE 13- DISCIPLINE AND DISCHARGE

A. Newly Hired Probationary Period Employees

1. During the new hire probationary period as defined in Article 8 (A) (1), an employee's employment is at will and the Employer may end the employee's employment according to at will guidelines. This means that the Employer can discharge a probationary employee for any reason except for reasons that violate applicable labor law without incurring legal consequences. This also means that the probationary employee can end or leave the job at any time and for any reason with no adverse legal consequences. An employee may not grieve a discharge that occurs during the probationary period.

B. Regular Employees.

1. No employee shall be disciplined, suspended, or discharged without just cause and due process. Discipline shall be progressive and will proceed as follows: written warning, final written warning, suspension without pay, termination of employment. The aforementioned progression may be suspended in whole or in

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part if infractions are serious in nature. Just cause shall include the following: fair warning to employee of deficiency and consequences of conduct, fair and objective investigation, proof of guilt, discipline equivalent to level of infraction, similar treatment of employees for similar infractions, and reasonable rule related to safe and efficient operations.

C. Due Process Procedure

1. The employee shall receive a written warning of specific charges with supporting documentation outlining the deficiency, the level of expected improvement, and the discipline being imposed. The warning will also clearly outline sanctions that will be imposed if the deficiency is not addressed adequately.
2. When using a Performance Improvement Plan, the Employer and the Union agree that it will complement the disciplinary process. A Performance Improvement Plan shall include appropriate time lines, a regular meeting schedule for the employee and his/her supervisor, and a means for measurement of progress. The Union will have the right to review the Plan and make suggestions prior to its implementation.
3. The employee shall be entitled to provide a written rebuttal statement.
4. Prior to any recommendation of dismissal by the Employer, the employee shall be offered an opportunity to meet with the Director of Human Resources to respond to the charges or reasons given him/her in writing. The employee shall be entitled to have Union representation.

D. Investigatory and Disciplinary Meetings.

1. An employee shall be entitled to Union representation in any investigatory/disciplinary meeting.
2. In the event that a supervisor/manager conducts an investigatory/disciplinary meeting with an employee, the supervisor/manager will proactively and without bias inform the employee that they have the right to a Union representative. If a Union representative is requested, the meeting will be scheduled as soon as reasonable to include the Union representative. Supervisors/managers will always inform employees that they have a right to a Union representative when the employee is expected or directed to sign a disciplinary document as

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acknowledgement of having reviewed and received the document. All such documents shall include the following statements: "By my signature below I acknowledge that I have reviewed this document. My signature also acknowledges that I was informed of the right to have a Union representative prior to being required to affix my signature."

ARTICLE 14 – COMPENSATION

A. Wages

1. The hourly rates for employees, effective July 1, 2022, are referenced in the wage chart in Appendix A. Effective July 1, 2023, the hourly rate for employees shall be increased by two and a half (2.5) percent.
2. Effective July 1, 2024, the hourly rate for employees shall be increased by two and a half (2.5) percent.
 - a. The employee will progress in Steps 1-15 on their hiring anniversary.
 - b. There is a three (3) percent increase between each subsequent step.
 - c. Classified employees who complete Step 15 will continue to receive a 3% increase every two (2) years thereafter.

Levels 1-4	
Accounting Specialist	Instructional Assistant
Administrative Assistant	Library Assistant
Computer Support Technician	Specialist
Facilities Services Technician	

B. Wage Placement

All new or vacant positions will be filled at Step 1 of their respective level. Respective level is defined as the status quo. Changes in compensation will be resolved according to the provisions of Article 2 (B).

C. Job Level Reclassification

1. Procedure

In the event an employee believes the essential functions of the position he/she is performing on a permanent basis are more properly and closely

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aligned to the duties of a job classification which is in a higher pay grade than his/her job, the employee shall submit a Reclassification Form to the Director of Human Resources between December 1 and January 31. The completed form must be signed by the employee's supervisor before submission.

The Director of Human Resources and the Reclassification Committee shall meet to evaluate the employee's duties and undertake any other reasonable investigation pursuant to the employee's request in order to determine the job classification into which the employee should be placed. The Director of Human Resources will facilitate the Reclassification Committee and provide all the information deemed necessary. The employee may be invited to the meeting to discuss changes in the position. If there are further questions, the employee may be contacted by a committee member. The Employer shall respond to the employee's request within four (4) weeks. If it is deemed the employee is performing the duties of the higher job classification on a permanent basis, the Employer shall either:

- a) Immediately remove the duties that would place the employee in the higher job classification, resulting in no change in classification or salary; or
- b) Reclassify the employee to the higher job classification. Employees who are approved for an increase in Job Grade placement will be placed vertically in the same step as they are currently located. The new salary shall become effective on July 1.

The decision of the Employer shall be final when approved by the President. The decision is not subject to the grievance procedure as stated in Article 4 of this Agreement. The Director of Human Resources will submit the decision in writing to the employee and, if denied, the reason for denial. The Director of Human Resources will also ensure that any necessary adjustments to the Employer's personnel records are made.

In no case shall a Job Grade placement result in a Classified Employee being moved from the classified employee status.

In the event of a substantial change to a job description, or if a new job description is created or a pay grade for a position is changed, the Employer will notify the Union and submit the proposed wage level for the position. If the Union disagrees with the Employer's proposed wage, the Union will

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notify the Director of Human Resources within fifteen (15) working days after receiving the wage proposal of its intention to bargain the wage.

2. Reclassification Committee Format

Two classified employees and two exempt technical employees will serve on the Reclassification Committee on a voluntary basis. Supervisors of an employee requesting an upgrade and employees requesting an upgrade may not serve on the committee.

D. Overtime

1. Employees shall be compensated in additional pay or compensatory time off at the rate of time and one-half for all time worked in excess of the normal work week (minimum 40 hours). Payment will be issued for overtime hours if funds are budgeted for the overtime and if the overtime has been approved in advance. Otherwise, compensatory time off will be taken.
2. Assignments
 - (a) Supervisors will make reasonable efforts to allocate late assignments which will require work beyond a normal work day to volunteers before assigning the work on an involuntary basis.
 - (b) Work beyond the normal schedule must be approved in advance by the supervisor except in emergencies. If an employee has a recurring problem completing assigned work by the end of the work day in a situation where advance approval is difficult to obtain, the employee will so notify the supervisor, and they will attempt to identify a solution which will avoid the necessity of unauthorized overtime work.

E. Temporary Reassignments

Employees who are temporarily assigned to perform a job in a higher-level job group (as shown on the salary scale) than the employee's normal position will be paid at the rate for the higher job group effective with the tenth day of the assignment.

F. Call-In and Call-Back

An employee is entitled to decline an Employer request that the employee return to work after leaving or come in to work on a day that the employee was not scheduled unless

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the Employer agrees to pay the employee a minimum of two (2) hours pay at the straight time rate.

G. Payroll and Timekeeping

1. Payroll

- (a) Payroll will be issued monthly on the last day of the month or the nearest work day. Check stubs will indicate all information required by ORS 652.610, including but not limited to the employee's gross and net pay; taxes and other deductions; sick leave and vacation accrual; and holiday pay.
- (b) Errors in pay should be brought to the attention of the supervisor and/or the Payroll department. When practicable, the employee may return the erroneous paycheck, and a replacement will be issued. Otherwise, corrections will be made no later than the next scheduled payday.

2. Timekeeping

Each employee is responsible for completing their own time records for submission in compliance with payroll period dates. The supervisor will not make any changes in the time records without notice to the employee. Errors in time records should be brought to the attention of the supervisor.

3. Direct Deposit

The Employer will make Direct Deposit available to employees on a voluntary basis.

ARTICLE 15 - HOLIDAYS

A. Holidays

Employees shall receive the following holidays with pay: New Year's Day, Martin Luther King's Birthday, Memorial Day, Juneteenth (June 19th), Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, and Christmas Day.

For each year of the contract, the College also recognizes the days between Christmas Day and New Year's Day as holidays under this section.

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B. Holiday Pay

1. Holiday pay for full-time employees shall be 8 hours.
2. Part-time employees will be paid based on the number of hours they normally work in a day for holidays which fall on a day they would normally be scheduled to work (not to exceed 8 hours).
3. An employee who works on a holiday shall be paid holiday pay plus straight-time pay for all hours worked.

C. Holiday Use

1. When a holiday occurs on Saturday, the preceding Friday will be observed as the holiday. When a holiday occurs on Sunday, the following Monday will be observed as the holiday.
2. If a holiday occurs while an employee is on vacation or sick leave, the employee will be credited with another day of vacation or sick leave.

ARTICLE 16 - INSURANCE AND RETIREMENT

A. Health, Vision and Dental Insurance

2. The present group health/vision/dental insurance plan or a comparable plan will remain in effect.
2. The employer will pay 100% of the monthly employee-only premium and 75% of the dependent premium for full-time employees who participate in the program.
3. The employer will pay 50% of the monthly employee-only premium for eligible part-time employees who participate in the program. Part-time employees must work an average of 20 hours per week for a minimum of 42 weeks per year to be eligible for this coverage.

B. Life and Accidental Death and Dismemberment Insurance

The present group life and accidental death and dismemberment (AD&D) insurance program or a comparable program will remain in effect and will cover all full-time

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employees. The life insurance coverage is \$50,000. The AD & D coverage is also \$50,000. The premium shall be paid by the Employer.

C. Long-term Disability Insurance

The present or a comparable group long-term disability insurance program will remain in effect and will cover all full-time employees. The premium shall be paid by the Employer.

D. Retirement

Employees will be covered by the Oregon Public Employees Retirement System (PERS), and the Employer will pay its contribution required under the plan. Beginning 7/1/1996, the employee will pay the employee's contribution as defined in the plan.

E. Social Security, Unemployment Insurance, Worker's Compensation Insurance

The Employer will continue to comply with federal and state law pertaining to participation in the Social Security system, unemployment insurance, and worker's compensation insurance.

F. Program Copies

The Union will be provided copies of the health, medical, dental, life, disability and other group insurance programs covering employees.

ARTICLE 17 – VACATIONS

- A.** Employees shall accrue vacation at the following rate: 6.67 hours per month first year of employment; 8 hours per month in years two through four of employment; 11.34 hours per month in years five through nine; 12.67 hours per month in years ten through fourteen and 13.33 hours per month in years fifteen and thereafter. Vacation shall accrue at a prorated rate for employees working less than full-time to a maximum of 40 hours.
- B.** Vacation can be used with advance approval of the supervisor in one-hour increments. Vacation can be used for personal business that cannot be addressed during the work day as well as for rest and relaxation.

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- C. To provide for equitable distribution of vacation, requests for three or more consecutive days of vacation will be submitted to supervisors as far in advance as possible and at least thirty (30) days in advance for annual vacation. The supervisor will respond promptly.
- D. Requested vacations will not be denied capriciously or arbitrarily. Employees shall be able to take their vacation during their employment year on a first-come, first-served basis within their departments in consultation with their supervisor. The purpose of the vacation time need not be disclosed. However, in the case of a conflict in scheduling or adequate staffing to cover the needs of the department, the senior employee shall have first choice. If the supervisor is going to deny the vacation request due to scheduling conflicts or legitimate business need, the denial will be within five (5) working days of the day the employee submits the vacation request. Employees whose requests are denied will receive a written explanation from their supervisor.
- E. An employee may carry a total of 200 hours of vacation into the new fiscal year. Hours in excess of the 200-hour limit must be used by December 31 of each year. For example, hours in excess of 200 carried forward from the 2021-2022 fiscal year must be used by December 31, 2022. If the supervisor and the employee are not able to schedule use of the hours carried forward before December 31, the employee will receive half of the carried forward hours as a lump sum payout in the December payroll. Remaining carried over vacation leave hours will be forfeit. However, exceptions will be made when an employee is unable to take his or her scheduled vacation time because of an unavoidable emergency or due to action of the Employer. In such cases, the employee will be compensated for their unused vacation time at their regular hourly rate.
- F. Except in an emergency, employees will not be required to work during their vacation.

ARTICLE 18 - EXPENSES

A. Mileage

Travel by personal automobile on business for the Employer, including travel between work sites, shall be reimbursed at the rate allowed by the Internal Revenue Service (IRS).

B. Travel Reimbursement

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The Employer will reimburse employees reasonable amounts incurred for travel and related, including transportation, meals, lodging and associated fees or registrations. All work-related travel expenses must be approved in advance by the employee's supervisor

C. Uniforms

The Employer will provide two (2) uniforms or two (2) special garments for those employees required to wear a uniform or special garment.

ARTICLE 19 - HEALTH AND SAFETY

A. Health and Safety

The Employer shall follow all applicable health and safety laws and regulations. An employee who believes an unsafe or unhealthy condition exists shall notify their supervisor of the condition and why they believe it to be unsafe or unhealthy. All unsafe or unhealthy conditions shall be reasonably addressed by the Employer as soon as practical.

B. Work-Related Injury or Illness

An employee injured on the job or who contracts a disease or an illness from work shall notify the supervisor as soon as practicable after the incident giving rise to the injury or after becoming aware of the disease or illness. The Employer will provide reasonable assistance to the employee for their application for claims for disability insurance and worker's compensation.

The Employer will comply with state and federal statutes and regulations pertaining to reinstatement of employees after work-related injuries or illnesses and pertaining to accommodation of employees' physical and mental disabilities.

C. Temporary Closure

1. In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency, the Employer may delay opening and/or close some or all College operations.

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2. When all operations are closed, employees shall not be required to report to work and will suffer no loss of pay or benefits. If an employee is requested to report to work because of an emergency situation, they shall be paid at one and a half (1.5) times their regular rate of pay.
3. When classes are cancelled and the administrative offices are open, employees will not receive compensation for time not worked.

D. Employee Assistance Program

The parties agree that the Employee Assistance Program provided by the Employer should comply with the following goals to the extent feasible.

The Program is available for use at the employee's initiative or at the suggestion of the Employer. The program shall have service available that provides commonly accepted forms of assistance for work-related or personal health or emotional and other problems arising from any source.

1. Objective. The objective of the program recognizes the value and contribution of current and continuing employees and seeks to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately may affect the employee's work.
2. Ad-Hoc Committee. A joint Union Employer/Employee Assistance Program Committee will be created upon request by either party as necessary to review the program and to make suggestions to the Employer. The committee will consist of equal numbers of representatives designated each by the Union and by the Employer. The total number shall not exceed six (6) persons. The chair of the committee shall alternate semiannually between a Union representative and an Employer representative. Any necessary and reasonable support services, such as secretarial services, will be provided by the Employer.
3. Troubled Employees.
 - a. The Employer recognizes alcoholism, drug abuse and emotional problems as illnesses that are treatable in many circumstances. An employee's request for assistance under the Employee Assistance Program, including diagnosis or treatment, will not operate to jeopardize his/her employment, job rights, or job security. The program is intended for assistance and rehabilitation of employees

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as a better course than punishment or other harm to the employee's employment.

- b. An employee may be referred to the program by a supervisor, manager, or Union Representative. Generally, a supervisor or manager referral should be based upon the observation that the employee is exhibiting difficulty in maintaining job performance. Unless confidentiality issues are involved, the supervisor or manager should notify the employee's Union representative who shall assist in referring the employee to the program.

Article 20 - Intellectual Property Rights

A. Property of the Employer

All written, electronic or other instructional materials developed where the writer or developer is reimbursed by the Employer for the work, or the work is done on regular Employer hours, becomes the property of the Employer. The Employer has the right to print and use such materials so long as they are not published or sold for a commercial profit.

B. Property of the Employee

Any written, electronic, or other instructional materials developed by an employee on his/her own time are deemed to be his/her property. Use of the published works of an employee by the Employer is accomplished by standard procedures through publishers. Any use or publication of other such material by other staff members, by the Employer or its designated agents, other than the developing person, is arranged through a negotiated agreement (prior to use) with the author and publishers.

C. Joint Property

If the written, electronic, or other instructional materials are developed through the use of the resources of both the classified member and the Employer, then a written agreement is to be developed stating the share of ownership belonging to the parties. Neither party may sell joint property for a commercial profit without first negotiating an agreement between themselves.

The Employer is committed to supporting innovation and effectiveness.

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

ARTICLE 21 - MISCELLANEOUS

A. Change of Address

Each employee will be responsible for advising the Employer of changes in name, mailing address and telephone number.

B. Equipment and Supplies

The equipment and supplies for the performance of the job will be provided by the Employer.

C. Existing Benefits

This Agreement modifies or replaces the Employer's policies or practices which are in conflict with a provision of the Agreement. Otherwise, the Agreement does not eliminate, reduce, or diminish any current management right or any working conditions or benefits which are established by past practice and are mandatory subjects of bargaining.

D. Gender Construction

Whenever the masculine or feminine gender is used in this Agreement, each also shall mean the other.

E. Labor-Management Committee

A Labor-Management Committee shall be established for the Classified Employees. The committee is established by the Employer and the Union from a desire to develop better day-to-day communication practices and to achieve and maintain a mutually beneficial relationship through the use of a continuing communication program.

The purpose of the Committee is to discuss, explore and study those problems referred to it by the parties to this Agreement. The Committee by mutual agreement shall be authorized to make recommendations on those problems which have been discussed, explored and studied.

In order to have frank and open discussions, the Committee shall have no authority to change, delete or modify any of the terms of this Agreement, nor to settle grievances

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

arising under the contract. Committee discussions shall not be publicized except for those recommendations which have been mutually agreed.

The Committee shall be composed of up to three (3) persons from the Union and up to three (3) from the Employer. Representatives to the Committee from the Union must have different supervisors. They shall meet on a continuing basis at the request of either party during the period of this Agreement.

F. Resignation

Employees, when possible, will provide two (2) weeks written notice of resignation to the Employer.

G. Zipper Clause

The parties agree that they have had full opportunity to negotiate over mandatory subjects of bargaining and that all agreements reached during the bargaining are reflected in this Agreement. During the term of the Agreement, neither party is required to bargain further over any subjects addressed in this Agreement.

ARTICLE 22 - NO STRIKES/NO LOCKOUT

Unit members and the Union will not call or in any way be involved in any form of strike, boycott, slowdown, work stoppage or picketing, and the Employer will not lock out employees during the term of this Agreement. If any activity occurs by unit members which violates this provision, the Union will use its best efforts to terminate the activity as soon as possible.

ARTICLE 23 – SEPARABILITY

In the event any provision or provisions of this Agreement are declared invalid by a tribunal of competent jurisdiction, the provision or provisions shall no longer be operative or binding on the parties. The remaining provisions of the Agreement shall continue in full force and effect. In such cases the Employer and the Union shall commence collective bargaining negotiations within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

ARTICLE 24 - MANAGEMENT RIGHTS

- A. Management retains full right and authority to manage and administer the College and its staff. This includes, but not limited to establishment and management of properties, resources, and facilities; determination of the financial policies of the College; the appointment, direction, evaluation, discipline, and supervision of employees; the right to determine educational programs, curriculum, and services of the College; and the number and location of job positions required. Nothing in this Agreement shall limit in any way the College's right to contract or subcontract work, nor shall it require the College to bargain such decisions with the Union, nor shall it require the College to continue in existence any of its present programs in their present form and/or location or on any other basis. This provision, however, does not limit the Union's right to bargain the impact of such decisions. These rights are abridged only by the express specific terms of this Agreement.

ARTICLE 25 – FUNDING

The economic provision contained in this agreement for the period from July 1, 2022 to June 30, 2025 are based on the expectations and conditions that the amounts of annual revenue distributed to the Employer by the state will not be reduced by more than five percent (5%) in any one year. If that condition is not met and the reductions are based on factors other than FTE fluctuations, the Board of the College may reopen the economic provisions of this contract to renegotiate those provisions for the remaining years of the contract.

The Board will give the Union reasonable and timely notice in writing to reopen this agreement, and the parties will meet promptly to commence bargaining. Unless and until agreement on revised economic provisions is reached in negotiations or the statutory bargaining process is concluded, salaries and benefits will be frozen at the levels which are in effect when the Board gave notice to the Union to reopen this agreement.

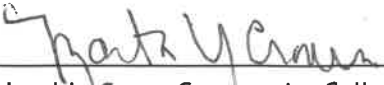
ARTICLE 26 – DURATION

This agreement is effective as of July 1, 2022 and shall continue in full force and effect through June 30, 2025.


FOR THE EMPLOYER

FOR THE UNION

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT


Columbia Gorge Community College
Marta Yera Cronin, President

10/4/22
Date


United Employees of Columbia
Gorge Community College
Martin Fiegenbaum, President

10/4/2022
Date

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

Effective 7/1/2022 - approx 20% increase over 2021-22 rates; 3% increase between steps

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Level	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years	14 years	15 years
1	17.00	17.51	18.04	18.58	19.14	19.71	20.30	20.91	21.54	22.19	22.86	23.55	24.26	24.99	25.74	
2	19.00	19.57	20.16	20.76	21.38	22.02	22.68	23.36	24.06	24.78	25.52	26.29	27.08	27.89	28.73	
3	21.00	21.63	22.28	22.95	23.64	24.35	25.08	25.83	26.60	27.40	28.22	29.07	29.94	30.84	31.77	
4	23.00	23.69	24.40	25.13	25.88	26.66	27.46	28.28	29.13	30.00	30.90	31.83	32.78	33.76	34.77	

Effective 7-1-2023 - 2.5% increase over 2022 step 1, 3% between steps

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Level	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years	14 years	15 years
1	17.43	17.95	18.49	19.04	19.61	20.20	20.81	21.43	22.07	22.73	23.41	24.11	24.83	25.57	26.34	
2	19.48	20.06	20.66	21.28	21.92	22.58	23.26	23.96	24.68	25.42	26.18	26.97	27.78	28.61	29.47	
3	21.53	22.18	22.85	23.54	24.25	24.98	25.73	26.50	27.30	28.12	28.96	29.83	30.72	31.64	32.59	
4	23.58	24.29	25.02	25.77	26.54	27.34	28.16	29.00	29.87	30.77	31.69	32.64	33.62	34.63	35.67	

Effective 7-1-2024 - 2.5% increase over 2023 step 1, 3% increase between rest of steps

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Level	Start	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	9 years	10 years	11 years	12 years	13 years	14 years	15 years
1	17.87	18.41	18.96	19.53	20.12	20.72	21.34	21.98	22.64	23.32	24.02	24.74	25.48	26.24	27.03	
2	19.97	20.57	21.19	21.83	22.48	23.15	23.84	24.56	25.30	26.06	26.84	27.65	28.48	29.33	30.21	
3	22.07	22.73	23.41	24.11	24.83	25.57	26.34	27.13	27.94	28.78	29.64	30.53	31.45	32.39	33.36	
4	24.17	24.90	25.65	26.42	27.21	28.03	28.87	29.74	30.63	31.55	32.50	33.48	34.48	35.51	36.58	

