



*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, 2025 through June 30, 2028

# Table of Contents

Page	Article
3	1 Agreement
3	2 Recognition
4	3 Union Security and Interests
6	4 Grievances and Arbitration
7	5 Employment Status
8	6 Positions and Posting of Positions
9	7 Hours and Workload
12	8 Layoff and Recall
14	9 Leaves of Absence
18	10 In-Service, Continuing Education, Professional Development
18	11 Tuition Waivers
19	12 Evaluation and Personnel Files
19	13 Discipline and Discharge
22	14 Compensation
26	15 Holidays and Personal Leave
27	16 Insurance and Retirement
28	17 Vacation
29	18 Expenses
30	19 Health and Safety
32	20 Intellectual Property
33	21 Miscellaneous
35	22 No Strikes/No Lockout
35	23 Separability
35	24 Management Rights
36	25 Funding
37	26 Duration
38	Appendix Wage Chart
39	MOU

## ARTICLE 1 AGREEMENT

This Agreement is made and entered into this 1st day of July, 2025, by and between Columbia Gorge Community College, hereinafter referred to as the College, 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. Membership

1. 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 for classified personnel at the College.
2. The following people, as defined under ORS 243.650, are excluded from the classified bargaining unit:
  - a. Members of the Faculty and Academic Professional bargaining unit;
  - b. Confidential
  - c. Management
  - d. Supervisory
  - e. Independent contractors hired to do a specific set of tasks on a specific project;

### B. Multiple Roles. When an employee holds both a position included and a position excluded under this Article, the agreement shall apply to that employee with respect to the included position only.

### C. New and Modified Positions. The College shall notify the Union upon creation of any new or modified positions in the Collective Bargaining Unit, and any position which supervises any employee covered in this Agreement and the Union and the College shall meet to determine the appropriate unit placement and compensation. The meeting to discuss unit placement of the position shall be held within ten (10) business days from the time of the College's notice. Compensation issues shall be resolved according to the provisions of Article 14, Compensation. The Union and employee can initiate discussions under this paragraph when 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.

### D. Distribution of Agreement. The College shall distribute a copy of the collective bargaining agreement and a membership application to all new employees in positions covered by this Agreement. The College 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 College or any representative against any employee because of Union membership. The College shall make the collective bargaining agreement available electronically through the College website. Printed copies shall be available upon request to Human Resources.

### E. The College 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. All employees in Article 2 are covered in this agreement regardless of their Union membership status. 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 by the Union during the onboarding process or at any point the employee wishes to join the Union. 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 accompanied by a list which identifies all Union-eligible members, their contact information, and for whom deductions are being paid.
2. Employees terminating with less than ten (10) working days in any pay period shall not be subject to dues deduction for that pay period.
3. The Union shall indemnify the College and hold it harmless for all actions taken in compliance with this Article. The College shall not be held liable for errors, but shall make proper adjustments with the Union for errors as soon as possible within 30 days. In no case shall such an adjustment extend beyond the following pay period.
4. The College shall notify the Union President or their designee before a new employee starts work and share the new job position at least five (5) days prior to the new employee's start date, 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 College shall not pay additional compensation to employees for compliance with this provision.

#### **B. Union Interests**

1. Bulletin Boards and Mail. The College shall provide a bulletin board in the mailroom for use by the Union. The Union shall be allowed reasonable use of in-house mail and email facilities with members of the Collective Bargaining Unit. College mail and email services shall be used in accordance with Oregon House Bill 2016 and the Public Employees Collective Bargaining Act. All distributions shall clearly indicate the Union as the distributor of the material. The College reserves the right to restrict the use of bulletin board space and College mail and email facilities, if such use becomes libelous or slanderous to the College or its agents.
2. Board Material. The College shall provide the Union President with an electronic copy of its Board meeting packets, to the extent they are distributed to the public, in advance of Board meetings.
3. Union Access. Representatives of the Union shall have reasonable access to the College in order to exercise the Union's representation responsibilities, including administering this Agreement, as long as work is not disrupted.
4. Union Business and Release Time. In accordance with Oregon law, designated representatives of the Union shall be granted a reasonable amount of time by the College without loss of compensation, seniority, leave accrual, or any other benefit, for the following exempt activities to conduct Union business:
  - a. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;

- b. Attend investigatory meetings and due process hearings involving represented employees;
  - c. Participate in or prepare for arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
  - d. Act as the designated representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
  - e. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters;
  - f. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees; the Union shall be added to the new hire checklist;
  - g. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and
  - h. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.
  - i. Union release time may be reviewed during Labor Management meetings if the college deems the use of exempt release time to exceed a reasonable standard, the college and the Union shall work to come to a mutually agreed upon solution.
  - j. Because paid leave is not available for attendance at collective bargaining negotiations to all bargaining unit members, the College shall make every reasonable effort to accommodate Union requests that negotiations for a successor agreement occur outside normal work hours.
5. Use of College Facilities. The Union shall be allowed to use College meeting rooms to hold regular monthly Union meetings provided that the room is scheduled and approved in advance by the College. Use of College meeting rooms must be in accordance with the College's Facility Use Policies, including policies related to refreshments, clean up, and security. The Union shall ensure that its meetings do not disrupt any College function. A failure by the Union to comply with this section is justification for the College to refuse future requests by the Union to use College meeting rooms.
6. Use of College Equipment. The Union shall be allowed use of College 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-College groups. It is understood that not all Employer office equipment is available for use by non-College groups and that available equipment typically has a rental charge. Use of College equipment under this section does not allow personal use by Union representatives or bargaining unit members. Approved use of College meeting rooms does not create a right to use any College equipment located in or around those rooms.
7. The College shall provide adequate space on The Dalles and Hood River campus to the Union for the purpose of storing Union records and files and conducting Union business. The College shall not provide office furniture or equipment. The location of the space shall be determined by the College with input from the Union.
- C. Union Activities
1. Employees are expected to devote their time on the job to the business of the College. Employees, however, may make necessary contact during work time with College and Union representatives for business related to the administration of this Agreement.

## ARTICLE 4 GRIEVANCES AND ARBITRATION

### A. Grievances

#### 1. Definitions.

- a. A grievance is an allegation that there has been a specific and identifiable violation of the terms of this Agreement. A grievance shall not include, and this grievance procedure shall not apply to: (a) any matter as to which the College is without authority to act; (b) termination of a temporary employee at the end of the temporary assignment; (c) dismissal of a probationary employee.
- b. A grievant is any employee or group of employees who alleges violation of the terms and conditions of this Agreement. A Union representative may serve as a grievant in the case the Union is a grievant.

#### 2. 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.

#### 3. Grievances involving discipline or discharge shall begin at Step Two.

#### 4. Written grievances (at Step 2 and above) shall include:

- a. A statement containing the approximate date and the nature of the grievance and
- b. The names of the grievant(s) and identifiable persons directly involved and/or responsible for the act or omission alleged to be the cause of the grievance.
- c. The provision(s) of this agreement which the grievant believes to have been violated, misinterpreted or improperly applied.
- d. A summary of relevant factual details of the violation.
- e. The requested remedy(s) sought.

#### 5. A grievant may have Union representation present at any step of the procedure.

#### 6. Time limits at any step may be modified by mutual written agreement.

#### 7. Failure by the College 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 College.

#### 8. Grievance meetings with management, the grievant(s), and the grievance officer, when conducted during the workday, shall be considered work time. Requesting, receiving, and reviewing information and materials may be conducted within a reasonable amount of work time, agreed upon by Union and College.

### B. Procedure. Grievances shall be subject to the following procedure.

#### 1. Step One: Informal Resolution: An employee or their Union representation 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 in following formal procedure:

#### 2. Step Two: If Step One is unsuccessful, the aggrieved employee shall submit the grievance in writing to their supervisor within twenty (20) business days of realizing they have been aggrieved, or could reasonably be expected to know of the act, event, or condition which is the basis of the grievance, 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 representation shall be held within ten (10) business days of receipt 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.

3. 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, in conjunction with the appropriate VP, shall respond within ten (10) business days of the receipt of the grievance. In the event of a conflict of interest with the College representative, the President shall assign another representative. If the Union is the grievant, the grievance shall be filed at Step 3.
4. 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.
5. Step Five: Arbitration
  - a. Notice. Grievances unresolved in the procedure above may be submitted to arbitration by the Union. The Union shall notify the College within fifteen (15) business days of the answer in Step 4 of its intent to arbitrate the matter.
  - b. Selection of the Arbitrator. The parties shall 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 shall be selected by alternately striking names from the list. The party striking the first name shall 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 shall select the arbitrator from the list within ten (10) business days from the date sent from the ERB. The parties shall 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 shall 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 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 shall be obligated to the cost of a stenographic transcript except by prior agreement. Either party may request a transcript at their own expense. A request of the arbitrator for a transcript shall be considered a part of the cost of arbitration.
- C. All timelines outlined above are subject to a three-year time limit.

## **ARTICLE 5 EMPLOYMENT STATUS**

### **A. Probation**

1. All newly hired employees shall serve a probationary period of six (6) months. The College shall evaluate new employees after three (3) months of employment, 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. Regular: A full-time or part-time employee whose position is renewed after completion of the designated probationary period shall attain status as a regular employee.**

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.
  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.
- C. 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 shall 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 shall be credited toward seniority. In extenuating circumstances where temporary employment extends beyond twelve (12) months, the College shall notify the Union.
- D. Funding Sources:
1. Positions supported by grant funds or enterprise funds may be contingent upon the duration of such funding.
    - a. Any employee supported by such funds shall be informed of the specific funding source, and expected expiration of funds, at time of hire, and annually thereafter. The College shall notify employees of any changes as they occur.
    - b. Employees supported by grant and enterprise funds retain seniority rights as outlined in this Agreement.
    - c. The contingency of funding does not alter the employee's employment status under this Agreement.
  2. If unexpected state or federal legislation, executive action, or agency policy results in the reduction, reclassification, or elimination of grants, programs, or initiatives, the College may:
    - a. make a reasonable effort to seek alternative funding sources to sustain existing employees and programming.
  3. Employees funded by discretionary or term-limited grants shall receive no less than 60 days notice of position-termination. During this period:
    - a. Management shall make reasonable efforts to secure alternative placement within the institution and maintain salary, benefits, and seniority.

## **ARTICLE 6 POSITIONS AND POSTING OF POSITIONS**

- A. Positions
1. Classified employees shall be hired as either full time, part time, or temporary. Each employee shall be initially hired for a specific job description, department and schedule as described in the job announcement.
  2. Two or more part-time positions may be aggregated in order to earn benefits which are available to full-time employees.
  3. 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. This provision does not limit the College's rights under Article 24.
- B. Posting of Positions
1. 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 shall be sent via the College email system and posted on the College website and the College online



applicant system. The email shall be sent to all staff and faculty seven (7) calendar days prior to external advertisement of the vacancy.

2. Vacancies may be posted simultaneously internally and externally if representatives of the Union and representatives of College shall meet to discuss and agree at least one of the following circumstances warrants simultaneous posting:
  - a. Position requires unusual education, technological training, or skills, and is therefore hard to fill, necessitating a special search; or,
  - b. Urgent need to fill an open position caused by death, unexpected leave of absence, unexpected retirement, or unexpected resignation of an employee, in order to meet student needs; or,
  - c. College receipt of a specially-funded position which needs to be filled immediately.
3. Application for Vacancies. Employees interested in applying for a new or vacant position shall submit an application form using the College 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. Employees shall be given an interview provided the employee can demonstrate they possess the minimum education, experience and qualifications as outlined on the open position's job description to perform the assignment. Even if they don't meet every one of the qualifications, an employee shall be considered for this position. When qualifications for the position are equal, preference shall be given to a current employee over an outside applicant. When the College determines that qualifications are substantially equal between two or more current employees, preference shall be given by seniority. Current employees shall not be required to retake any skills test associated with the application if the employee has taken the same test for their current position. Employees not selected to fill a vacancy shall be notified in writing.
4. 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 shall 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 shall be placed on layoff status consistent with Article 8 (C) (1).
5. 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 shall 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 shall be placed on layoff status consistent with the provisions of Article 8 (C) (1).

## **ARTICLE 7 HOURS AND WORKLOAD**

The intent of the workload provisions of this agreement is to provide bargaining unit members with an adequate opportunity to participate in departmental, campus, and college governance and to do quality work in meeting their professional responsibilities.

### **A. Hours and Workload**

1. Work Week. A work week for a Classified employee shall consist of not more than 40 hours of work. Work in excess of 40 hours in a work week shall be compensated at the overtime rate in accordance with Article 14. 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. A forty (40) hour work week may consist of five (5) 8-hour days, four (4) 10-hour

- days, or any combination of regularly scheduled hours that total 40. The work week for full-time employees shall be scheduled for not more than 5 consecutive days.
2. Summer schedule. The college shall be closed on Fridays beginning the first week of summer term through Labor Day weekend. Employees who regularly work forty (40) hours per week shall be required to work four (4) nine (9)-hour days at no loss of pay. Any overtime those employees are required to work shall 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 shall be paid out on the June 30 payroll. Employees who regularly work less than forty (40) hours per week shall work ninety percent (90%) of their normal schedule but be paid for working one hundred percent (100%) of their normal schedule.
  3. Schedules. Schedules shall be informed by the needs of students, departments, and the overall College community. The College and the Union agree that a flexible schedule can be beneficial to the College and to its employees. 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. The supervisor and the employee shall meet to discuss the request, including, for example, whether the work can be performed remotely. Supervisors shall strive to create a human-centered approach to employees. Supervisors shall extend flexibility to employees whenever practical.
  4. Remote and Flexible Work Agreements: The College and the Union agree that a flexible schedule can be beneficial to the College and to its employees. In some cases, individual employees and their Supervisor may agree to a remote or flexible work arrangement. The supervisor and the employee shall meet to discuss the request, including, for example, whether the work can be performed remotely. Supervisors shall be human-centered when employees request schedule changes or remote work, provided the arrangement allows the employee to successfully fulfill their job duties.
    - a. Any agreement between the employee and supervisor for remote work or flexible schedule must be in writing and must include any agreed-upon arrangement for college-provided services.
    - b. If the request is denied, the supervisor shall provide the employee with a written explanation of the reasons the request was denied. The employee can appeal the denial to the next level of supervision. The decision of the appropriate VP, supervisor, or President is final. The employee can request bargaining unit representation in this process.
    - c. The College shall accommodate reasonable schedule adjustments to allow for employee's attendance in classes to use the tuition waiver benefit outlined in Article 11.
  5. 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 shall be provided after an employee has worked not more than three (3) hours, and the lunch break shall 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 shall be duty-free unless an emergency intervenes. Employees are required to be relieved of all duties during the meal period. Under exceptional circumstances, however, the law allows an employee to perform duties during a meal period. When that happens, the employer must pay the employee for the whole meal period.
  6. 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 College shall attempt to reach the employee out of concern for their well-being and alert the Union. The

employee shall be placed on administrative leave utilizing accrued leave balances. The employee or their designated representative shall have twenty (20) consecutive workdays to provide the College with a documented explanation for the absence, at which time the College shall grant approved leave or begin any applicable accommodation process. If no documented explanation for the absence is presented by the twenty first (21<sup>st</sup>) consecutive day of absence, the employee shall be considered to have abandoned their position.

7. The College is responsible for conducting annual performance evaluations and providing current job descriptions. The college shall inform the Union of all changed job descriptions within the bargaining unit. Revised job descriptions must be shared with the Employee at least 30 days before new duties take place. Employees have the right to consult with the Union and to appeal changes that affect workload or any provisions of the CBA.
8. As a part of the performance evaluation process in Article 12, the employee and the supervisor shall conduct an annual review of the employee's job description to evaluate whether any significant changes in the employee's job duties have occurred which might warrant a reclassification review. The employee and the supervisor shall also review the employee's workload at that time. If workload issues are mutually identified, the supervisor shall develop a plan to address such issues. Such a plan might include, but not be limited to, job redesign, process analysis, staffing analysis and training.
9. Workload Review. An employee, who believes their workload or work hours to be excessive for any reason, including coordination, maintenance duties, and PD/ self-studies for accreditation, and curriculum development, may request an administrative review by the appropriate administrative office, in cooperation with the department chair or supervisor. The employee shall meet with the College to present reasoning for review and may request Union representation. This review shall be completed within a reasonable period of time, not exceeding twenty (20) business days, and a written summary with recommendations shall be furnished to the employee, College, and the Union.

B. Work Schedules Changes

1. Except in emergencies, employees shall be given seven (7) business days' notice of any necessary change in the regular schedule. Business days are exclusive of Saturday, Sunday, and holidays. Newly hired employees shall be notified of their initial schedule and shall 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, 15, and 17. Reasonable effort shall 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

Employees may be hired to work at a specific location, per the job description and recruitment announcement. Changes may be made by the College 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 shall 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 College shall 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 shall also be posted on the College website under the title "Academic Calendar."

E. Extra Duty Compensation

Employees are not required to perform extra duties. All extra duties shall be voluntary. Extra duties may be performed by part-time Classified employees and shall be compensated at the rate of their regular pay, unless there is an hourly rate specified.

**ARTICLE 8 LAYOFF AND RECALL**

A. Layoff

1. If the College determines that a layoff is necessary and unless an emergency exists, the College shall notify the Union at least ninety (90) calendar days in advance and shall include the positions and/or job group to be laid off, and the parties shall meet to discuss ways of avoiding layoffs, which may include temporary furloughs, reduced hours, job sharing, and early retirement packages.
2. When reductions remain necessary following that discussion, the college shall permit bargaining unit employees to take voluntary layoffs until the necessary reduction in the workforce is met.
3. When voluntary layoffs do not meet the necessary reductions, the college shall attempt to place affected employees to any available position for which they are qualified within their program or department. Should a layoff still prove necessary, the College shall determine whether the affected employees are qualified for work in other areas.
4. When reductions remain necessary, layoffs in the identified department shall be first from temporary employees, then probationary employees, then part time employees, then full time employees based on inverse order of seniority within those departments.
5. Employees designated for layoffs shall be given at least sixty (60) 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.
6. Within ten (10) calendar days of receiving a notice of layoff, an employee designated for layoff may replace the employee with the least seniority. 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.
7. The College shall continue coverage of insurance programs for a laid off employee for the first ninety (90) days of layoff.

B. Definition of Seniority

1. Seniority for all bargaining unit employees shall be computed by accrued hours from the employee's date of hire in a bargaining unit position, and shall continue to accrue during approved paid leaves of absence.
2. When a grant-funded or enterprise-funded bargaining unit employee is hired to a general fund bargaining unit position, the time spent in a grant- or enterprise-funded position shall be counted toward seniority, appointment status, and step advancement on the salary schedule, provided that there has not been a break in service to the College.
3. Termination of seniority shall occur upon retirement, resignation, discharge for just cause or acceptance of a position outside the bargaining unit.
4. Employees who are recalled by the employer within one (1) year of layoff for any reason shall not lose their previous seniority date.
5. The College shall post a seniority list of all employees within thirty (30) calendar days of the date of the initial Agreement and in March and October no later than the 15th of the month.

The Union shall 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. Recall

1. Laid off employees shall be placed on a recall roster for twenty-four (24) months after the effective date of the layoff and shall be recalled in the inverse order of the layoff provided the employee can demonstrate they possess the minimum education, experience and qualifications as outlined on the open position's job description to perform the assignment to which they are recalled. Even if they don't meet every one of the qualifications, they shall be considered for this position. For the purposes of recall, full-time and part-time employees shall be limited to their respective full-time/part-time employment categories. Grant-funded and enterprise-funded employees are limited in recall to their specific funding sources.
2. Notice of recall shall be sent by email and certified mail to the employee's last address on the College's record. A copy of the notice shall be sent to the Union President.
3. The laid-off employee shall have five (5) business days from receipt of the certified notice to respond in writing or via e-mail to the recall notice and fourteen (14) business days to return to work. Failure to respond to the recall notice by accepting or rejecting the recall notice shall cause the laid-off employee to forfeit all recall rights and shall be deemed to be a resignation.
4. Employees shall be required to accept the same position and given one right of refusal for any other position that is equal or higher in wages, benefits, hours of work and that the employee can demonstrate they possess the minimum 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 the same position shall result in forfeiture of recall rights. An employee who exercises recall for a different position and is unable to perform the duties of the new position within one (1) month of assuming that position can be laid off from that position and re-added to the recall list.
5. For twelve (12) 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 have been given the opportunity to consider and demonstrate their possession of the minimum education, experience and qualifications for that job and have been offered recall rights for that job.
6. Employees on recall status shall have the ability to apply for open positions for which they qualify. Employees on the recall list who apply for a vacant position prior to the closing date specified in the job announcement, and who meet the minimum job requirements, shall be given an interview.
7. Step Determination. A step increase which was earned before the layoff and which is implemented for actively employed employees during the period of layoff shall be granted to the laid off employee at the time of recall. Otherwise, upon recall, the employee shall be placed at the same step on the salary scale they held at the time of layoff. Seniority accrued at the time of layoff shall be restored, but no additional seniority is earned during the layoff period. For full-time employees, accumulated but unused sick leave shall be restored, but sick leave does not accrue during the layoff period.

## ARTICLE 9 LEAVES OF ABSENCE

The Union and Management agree that it is important to maintain a safe and healthy work environment. The College shall comply with federal, state, and local laws regarding protected leaves.

### A. Paid Leaves

1. Full-Time Employee Sick Leave
  - a. Full-time employees earn sick leave at the rate of eight (8) hours per pay period.
  - b. Sick leave is paid at the employee's usual hourly rate and shall 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.
  - d. An employee may be required to furnish a medical certification for absences of more than five (5) days. If an employee demonstrates excessive or pattern absenteeism, they may be 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. Exceptions to this standard because of extenuating circumstances may be made by the Human Resources Department in collaboration with appropriate supervisors. HR will notify the Union of such exceptions.
  - 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-at the time of hire and each year on January 1.
  - b. Unused sick leave shall be accumulated without limit. Unused sick leave hours shall be shown on the College leave accounting records.
  - c. Accrued sick leave can be used for personal illness or for other reasons as required by law.
  - d. Sick Leave shall be used in hourly increments and administered in accordance with applicable Oregon laws.
3. Vacation and Sick Leave Donation
  - a. Both parties recognize that employees may have extenuating circumstances resulting in a need for additional time off in excess of their available sick/vacation time. To address this need, employees shall 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.
  - b. 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 shall require the prolonged/extended absence of the employee from duty and shall result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. The employee 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. To the extent permissible under the law, all types of protected leave (FMLA, OFLA, PFMLI)-shall run concurrently.

Major disaster. 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. This program is strictly voluntary.

c. Donating Employees

- i. An employee may donate accrued vacation or sick leave in full 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 a form approved by the College 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.

d. Recipient Employees

- i. Employees on approved 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 only after an employee has exhausted all vacation, sick and PFMLI benefits (Paid Family Medical Leave Insurance).
- ii. Donated leave days must be used within the approved leave period. If leave days are not used within that time frame they shall revert to the donating source employee.
- iii. Employees may not receive more than 100% of their regular compensation through any combination of paid leaves with workers' compensation time loss or PFMLI benefits.

e. 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 seven (7) days in advance of the need for donated time. Donating employees shall have 7 days to make their donations after the posting of the request for donations. The President may extend time limits at their 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 College shall not assume any tax liabilities that would otherwise accrue to the employee.
- v. The College shall keep the sources of all donated and received leave confidential.

4. 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 shall apply. An employee's absence from work because of a building closure, 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 discussed with and approved by their supervisor.

#### 5. Bereavement Leave

- a. Employees shall receive up to five (5) working days leave with pay in the event of death of an employee's family member, as defined by Oregon state leave law. In alignment with the Oregon Family Medical Leave Act (OFLA), employees are eligible for an additional unpaid week of leave. If more time is needed, the employee may choose to take vacation, sick, personal or other leave or earned compensatory time. If no such leave or compensatory time is available or the employee chooses not to use it, the employee may request unpaid leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.
- b. Emergency Leave Short-term paid emergency leave may be granted by the President or their designee for acute emergencies beyond staff member's immediate control for up to five (5) days. Such paid leave is not automatic. Medical emergencies shall be subject to the sick leave provisions of this article and to governing legislation such as FMLA/OFLA.

#### 6. Jury Duty/Witness Service

All employees who are 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 College, shall 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 College.

#### 7. Military Leave

- a. 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, shall 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 provided by statute. An employee may choose to use any accrued, unused paid leave for military leave.
- b. 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 fifteen (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 by statute. An employee who has worked for the College for a period of six (6)



months prior to requesting this type of leave is entitled to receive pay for the period during which the employee is on leave.

- c. Military Family Leave: An employee who, on average, performs twenty (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 fourteen (14) days of unpaid leave per deployment. An employee may use any accrued but unused paid vacation or personal leave which they are entitled while on this type of leave. An employee must notify College of 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

#### 8. Parental Leave

A leave of absence shall be granted for parental leave, including for adoption, upon request, in accordance with federal and state leave laws. Care for Parents. Leaves for care for their own infirm parents, or those of their spouse, shall be provided in the same manner as parental leaves in this Article.

### B. Unpaid Leave

#### 1. General

- a. Leaves of absence for periods up to one (1) year may be granted to any employee at the discretion of the President or designee. 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 College shall notify the employee of leave approval at least thirty (30) days in advance. Leave may be taken intermittently.
- b. 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 shall 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 shall be placed on a preferential hiring list and shall be given the first comparable position they qualify for within three (3) months of the end of the leave.
- c. Upon return from leave, employees shall have their pre-leave seniority restored. Employees shall continue to accrue seniority during leaves of seven (7) calendar days, but fewer than thirty-one (31) calendar days. Employees shall be covered by the health and life insurance programs for up to sixty (60) days while on leave. Participation in these insurance programs beyond the sixty (60) days shall be at the employee's expense, unless provided for elsewhere in this Agreement.
- d. Employees on leave shall 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.
- e. A request for a temporary reduction of hours to accommodate personal, medical or educational needs shall be handled like a request for a leave of absence under the procedure in this article.

#### 2. Professional Leave

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.

## **ARTICLE 10 IN-SERVICE, CONTINUING EDUCATION, PROFESSIONAL DEVELOPMENT**

### **A. In-Service Education**

In-service programs are formal programs presented by the College with an educational objective. No single in-service shall exceed eight (8) hours in length. Time spent in any required in-service program shall be paid at the employee's regular hourly rate, including overtime where applicable.

### **B. Continuing Education**

Employees may request leave for attendance at job-related educational programs. If an educational request is granted, the College shall inform the employee what expenses, such as for travel, registration, materials and related expenses, shall be paid by the College. Educational expense requests should be submitted to and approved by the employee's supervisor and the President. Expense reimbursements shall be made in accordance with the process outlined in Article 18 C.

## **ARTICLE 11 - TUITION WAIVERS**

### **A. Tuition shall be waived for employees, their spouse, domestic partners, eligible dependents and/or chosen family who attend classes at the College. Domestic partners of employees are eligible provided that they have a written declaration of domestic partnership on file in the Human Resources department. This article does not apply to fees which result in costs to the College.**

#### **1. Full-Time Employee**

- a. Employee up to eight (8) credit hours per term.
- b. Spouse, domestic partner, and dependents - up to nineteen (19) credit hours per term, each or a maximum of the credits required to obtain a two- year degree in a college program.

#### **2. Part-Time Employee**

- a. Tuition shall be waived for part-time employees who attend classes at the College up to eight (8) credit hours per term in which the employee is working.
- b. A part-time employee's spouse, domestic partner, and dependents may use the credit hours which are not used by the employee in a term.
- c. Family members of a part time employee 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. Dependents are qualifying children or relatives as defined by the Internal Revenue Service. Eligibility will be determined by reference to the faculty employee's last federal tax return or other acceptable documents.**

### **C. Tuition waivers must be completed and approved prior to the beginning of the class.**

### **D. Classes may be taken with or without credit.**

### **E. Registration shall be in accordance with the College's registration schedule and procedure.**

### **F. Employees may take credit or non-credit courses. One credit hour shall be considered equivalent to 11 non-credit hours.**

### **G. The College shall accommodate reasonable schedule adjustments to allow for employee's attendance in class. Attendance in a class by an employee shall not interfere with their regular duties and responsibilities. If an employee is required to take a class, they shall be allowed time during the workday for the class without loss of pay.**

### **H. No course shall be conducted which would not have met without the enrollment of such tuition waiver students. 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 shall 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.

- I. Tuition waivers for Small Business Development Center classes may not always apply and shall be determined on a class-by-class basis by the SBDC Director.

## **ARTICLE 12 EVALUATIONS AND PERSONNEL FILES**

### **A. Evaluations**

Employees shall be evaluated by the College annually in the month of their hire. Evaluations are for constructive employee development and are not considered discipline. The evaluation shall be conducted by the employee's supervisor. Employees shall 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 shall be maintained for each employee and shall contain the official personnel documents, not including confidential medical or grievance documents. Anonymous material shall not be made part of the personnel file unless it has been corroborated.
2. Access and Response. Employees shall 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 shall be allowed to comment in writing on any material in their file and the comment shall be appended to and become a part of the file. Before being placed in the personnel file, documents relating to evaluation or discipline shall be signed or initialed by the employee, indicating that they have read the document. Maintenance of disciplinary documents in the personnel file shall follow guidelines outlined in Article 13.

## **ARTICLE 13 DISCIPLINE AND DISCHARGE**

### **A. Newly Hired Probationary Period Employees**

1. During the new hire probationary period as defined in Articles 5 and 8, an employee's employment is at will and the College may end the employee's employment according to at will guidelines. This means that the College 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. When the College knows they shall not renew a probationary contract due to expiring grant funds, budget needs, or other predictable circumstances, they shall give the employee 45 days advance notice.
2. Probationary periods for temporary employees shall be established in the temporary employee job description. During their probation, a temporary employee shall be at will.

### **B. Regular Employees**

1. No employee shall be disciplined, suspended, or discharged without just cause and due process. Discipline shall be progressive and shall proceed as follows, detailed in Section C of this article:
  - a. verbal warning with email follow-up,
  - b. written warning, which may include a Performance Improvement Plan, signed by employee,

- c. disciplinary probation, a period in which the employee works to satisfy the Performance Improvement Plan with the support of training and/or mentorship provided or coordinated by supervisor,
- d. suspension without pay, and
- e. dismissal.

No email or verbal correction shall be considered disciplinary unless it is clearly identified in writing as such. Any discipline shall be progressive, unless the nature and circumstances of the offense warrant a more severe sanction. In a case where the College believes circumstances warrant an exception to regular progressive process, the College shall notify the employee and the Union as part of the disciplinary process before making such exception. Just cause shall include:

- a. fair warning notice to employee of deficiency and consequences of conduct,
    - b. reasonable rule related to safe and efficient operations,
    - c. fair and objective investigation,
    - d. substantial proof of guilt,
    - e. equal treatment of employees for similar infractions, and
    - f. appropriate discipline equivalent to level of infraction.
  - 2. Right to Union representation. Employees may request Union representation during any investigatory meeting with College management which reasonably may lead to discipline. Management shall notify the employee when a meeting is for the purpose of investigating and/or administering discipline and shall always inform employees that they have a right to Union representation. The employee may have Union representation present for the purpose of observation and advice at the option and request of the employee. The College shall permit the employee reasonable time in advance of the meeting to confer with the Union. An employee may prepare for an investigatory meeting during their regular work shift for no more than three (3) hours of a given work day, scheduled in consultation with the supervisor.
  - 3. Contents of Discipline Notice. A disciplinary action should be written, should be clearly labeled as such and should include: the reasons for the discipline, the beginning and end dates of any probationary period or suspension, or the effective date of a dismissal, a statement of the corrective actions to be taken, with a Performance Improvement Plan where appropriate, the deadline for providing any response to any suspension or dismissal, and the consequence of a failure to comply with the corrective actions.
  - 4. Delivery of Discipline Notice. Disciplinary actions shall, whenever possible, be personally delivered to the employee, who shall initial a copy to acknowledge receipt prior to placement of the notice in the employee's official personnel file. Copies of any disciplinary notices shall be given to the Union at the same time notice is sent to an employee. Discipline shall be imposed only in private in an area away from other employees, students, or the public. All such documents shall include the following statements: "By my signature below I acknowledge that I have been informed of my right to Union representation, and have been given time to review this document with my Union representation.
  - 5. Process for Responding to Discipline. An employee shall be entitled to submit a written response to any disciplinary action to their official personnel file. In addition, discipline may be challenged under the grievance procedures in Article 4.
- C. Due Process Procedure
- 1. Disciplinary Actions shall follow due process. Disciplinary actions include an initial verbal warning, written warning, disciplinary probation with improvement plan, suspension without pay, and dismissal.

2. Verbal Warning. The employee shall receive an initial verbal warning of the specific reason for concern and suggested corrective action. This verbal warning shall be followed by an email that summarizes the verbal conversation and that clearly warns the employee that the verbal warning may lead to a disciplinary action.
3. Written Warning. The written warning shall be clearly labeled as such. It shall contain the reason(s) for the reprimand, the corrective action(s) to be taken, and may include a Performance Improvement Plan, and the time period within which that improvement shall occur. A Performance Improvement Plan shall include appropriate time lines, a regular meeting schedule for the employee and their supervisor, and a means for measurement of progress. The employee shall sign the written warning to acknowledge receipt. A copy of the warning shall be delivered to the Union. If no other disciplinary action for a related infraction is issued within a minimum of 12 months of the date on the written warning, the warning shall be removed from the personnel file at the end of that period.
4. Disciplinary Probation. Disciplinary probation may be imposed immediately when warranted by the situation or after the first written warning.
  - a. The written notice of disciplinary probation shall contain the reasons for the probation, an improvement plan, and the beginning and ending dates. An improvement plan shall include specific training and/or mentorship. The improvement plan shall include clear steps the employee can take to get off probation. This notice shall be given at the beginning of the probationary period. The notice shall be clearly labeled as disciplinary probation. The Union shall have the right to review the Plan and make suggestions prior to its implementation. The employee shall be entitled to provide a written rebuttal statement. The employee shall sign the disciplinary probation notice to acknowledge receipt. A copy of the signed notice shall be delivered to the Union.
  - b. The disciplinary probation period may be for a period of up to 3 months, which may be extended for any time the employee is on a paid or unpaid leave of absence. The disciplinary probation period may be extended up through one year if outlined in the improvement plan.
  - c. If the employee fails to achieve satisfactory performance during the specified disciplinary probation period, the employee shall be dismissed in accordance with Article 13.
  - d. In addition to the right of written response specified in Article 13.B.5, the employee may file a grievance as specified in Article 4 beginning with Step 1.
  - e. The notice of disciplinary probation shall be removed from the official personnel file if no other discipline is issued within 12 months.
5. Suspension Without Pay. Suspension may occur immediately when warranted by the situation or after disciplinary probation and shall be without pay.
  - a. A suspension shall be effected by written notice to the employee and the Union specifying the reason for it, the corrective action to be taken by the employee and the beginning and ending dates.
  - b. Suspension shall not exceed 30 days.
  - c. In addition to the right of written response, the employee may file a grievance as specified in Article 4 beginning with Step 1.
  - d. The notice of suspension shall be removed from the personnel file if no other discipline is issued within 24 months of the date on the notice of suspension.
6. Dismissal. Dismissal may occur immediately when warranted by the situation or after disciplinary probation or after suspension.

- a. Before dismissing the employee, the College shall notify the employee and the Union of the intent to dismiss, the reason therefore, and the projected effective date. Such notice shall be signed by the employee to acknowledge receipt or shall be sent by email and certified mail to the employee's last known home address.
  - b. The effective date of dismissal shall not be less than 5 days from the date on the notice of intent to dismiss.
  - c. The employee shall be placed on suspension without pay from the date on the notice of intent to dismiss until the effective date of the dismissal or the completion of the grievance process if the employee elects to grieve the dismissal.
  - d. The final paycheck shall include payment for any accrued unused vacation days and unused compensatory time.
  - e. In addition to the right of written response specified, the employee may file a grievance as specified in Article 4 beginning with Step 1.
- D. Complaint Procedure
- Any written complaint regarding an employee, which does or may influence evaluation of that employee, made to the College shall be given prompt attention and shall be called to the attention of the employee. The employee shall have an opportunity to respond to or rebut such a complaint by the entry of a response or rebuttal in the member's personnel file, if such complaint is itself entered in the personnel file. Investigation of student complaints shall follow the processes outlined in the Student Handbook. Any changes to this process resulting in a change in employment relations, as defined by ORS 243.650, shall be bargained. The application of College policies and procedures shall not violate due process or just cause and shall provide opportunities for representation for the employee who may be a part of such procedures.
- E. Chemical Dependency
- Chemical dependency shall not, by itself, be grounds for just cause, although resulting conduct and performance may be. An employee whose performance appears to be adversely affected by chemical dependency shall be encouraged to seek rehabilitation. The College agrees to provide opportunity for rehabilitation under the Employee Assistance Program, as outlined in Article 19 of this Agreement.

## ARTICLE 14 COMPENSATION

- A. Wages
- 1. Hourly rates and Cost of Living adjustments. The hourly rates for employees are referenced in the wage chart in Appendix A.
    - a. Effective July 1, 2025, the hourly rate for employees shall be increased by four and a half (4.5) percent.
    - b. Effective July 1, 2026, the hourly rate for employees shall be increased by three and a half (3.5) percent.
    - c. Effective July 1, 2027, the hourly rate for employees shall be increased by three and a half (3.5) percent.
    - d. If this contract expires before a new contract is complete, Management shall pay employees retroactively for negotiated Cost of Living adjustments, any applicable step increases, and accrued vacation and sick hours.
  - 2. Steps. Each employee shall progress one step each year in Steps 1-15 on their hiring anniversary. Increase between steps is 3%.
  - 3. Classified employees who complete Step 15 shall continue to receive a 3% three percent increase every year thereafter.

4. Bilingual Pay Differential

- a. Employees who are hired, promoted, or voluntarily transfer into a position which requires the use of bilingual skills shall be paid a differential of five percent (5%) over the base pay of each employee for all hours of work, unless the bilingual requirement is already included in and factored into the job description. Bilingual skills shall mean the translation to and from English, the interpretation of another language or the use of sign language.
- b. An employee who feels they are asked to translate to and from English regularly as part of their job duties, or in a fashion which disrupts their regular job duties, they can request a review per article 7 under Workload Review.

B. Wage Placement

Initial salary placement of all new or vacant positions shall be determined by educational qualifications and experience. Changes in compensation shall be resolved according to the provisions of Article 2 (C). Advanced initial salary placement for directly relevant professional, business, or industrial experience may be applied for new Classified employees and shall be applied for new full-time Classified staff as follows:

1. Applicable professional experience, one additional step for each two years completed.
2. Part-time experience shall be credited on a prorated basis.
3. Part-time Classified staff hired as Full-time (either in a temporary or permanent position) shall be placed at their current part-time step.
4. The level of placement for any combination of education and experience shall not exceed Step 3 under normal circumstances. The maximum step may only be exceeded with the approval of the President.

C. Job Level Reclassification

1. Procedure

In the event an employee believes the essential functions of the position they are performing on a permanent basis are more properly and closely aligned to the duties of a job classification which is in a higher pay grade than their job, the employee shall submit a Reclassification Form to Human Resources. The completed form must be signed by the employee's supervisor before submission.

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. Human Resources shall facilitate the Reclassification Committee. Human Resources shall provide all the information deemed necessary by the committee, unless such information violates employee privacy or protected information. 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 College 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 College 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. The new salary shall become effective on the next pay check. In no case shall the Job Level Reclassification process result in a reduction of wages. If the salary grade of the position is decreased, the

classified employee's salary will be frozen until the new pay grade reaches the classified employee's existing rate of pay.

The decision of the College shall be final when approved by the President. Human Resources shall submit the decision in writing to the employee and the Union and, if denied, the reason for denial. Human Resources shall also ensure that any necessary adjustments to the College's personnel records are made.

In no case shall a wage chart 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 College shall notify the Union and submit the proposed wage level for the position. If the Union disagrees with the College's proposed wage, the Union shall notify 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, two exempt employees, and at least one Union representative shall 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. Compensation Negotiation for licensing and training. Employees whose role requires continuing education or licensure may negotiate the cost of such credentials as part of the salary negotiation process. Newly hired employees shall have thirty (30) days from the date of hire to request compensation adjustments to pay for training. Established employees may request a compensation negotiation review within sixty (60) days of the signing of this contract. Nothing in this article prevents the college from collecting payment for training if an employee leaves less than one year after College pays for said training.
- E. Overtime
  - 1. Except in an emergency, overtime shall be approved in advance. Employees shall be compensated in additional pay or compensatory time off at the rate of time and one-half (1.5) for all time worked in excess of the normal work week (minimum 40 hours). In lieu of compensatory time, an employee may choose to be compensated in their monthly pay by request to payroll. Management shall make all employees aware of this option at time of hire.
  - 2. Assignments
    - a. Supervisors shall make reasonable efforts to allocate late assignments which shall require work beyond a normal work day to volunteers before assigning the work on an involuntary basis and shall give at least three (3) days notice. Supervisors shall make reasonable efforts to avoid involuntary overtime assignments.
    - 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 shall so notify the supervisor, and they shall identify a solution which shall avoid the necessity of unauthorized overtime work.
- F. 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 shall be paid at the rate for the higher job group effective after the fifth (5th) day of the assignment.

G. Call-In and Call-Back

An employee is entitled to decline a College request that the employee return to work after leaving or come in to work on a day that the employee was not scheduled unless the College agrees to pay the employee a minimum of two (2) hours pay at the rate of time and one-half (1.5) time rate.

H. Payroll and Timekeeping

1. Payroll

- a. Payroll shall be issued monthly on the last day of the month or the nearest work day. Check stubs shall 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 shall be issued. Otherwise, corrections shall 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 shall 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 College shall make Direct Deposit available to employees on a voluntary basis.

I. On-call

Employees are assigned on-call based on their ability to fulfill the department's on-call duty responsibilities. An employee shall be "on-call" when assigned to be available for work outside their normal working hours.

On-call work shall be compensated according to the regular overtime pay schedule unless another job-specific pay schedule already exists.

- COLA: effective July 1 of each year
  - 4.5% increase in year 1
  - 3.5% increase in year 2
  - 3.5% increase in year 3
- 3% longevity increase every year for employees who reach the top of their pay scale
- 3% Standard step advancement per year

## ARTICLE 15 HOLIDAYS AND PERSONAL LEAVE

### A. Holidays

1. Employees shall receive the following holidays with pay:

- Labor Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving
- New Year's Day
- Dr. Martin Luther King Jr Day
- Memorial Day
- Juneteenth (June 19th)
- Independence Day

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

2. Employees who observe religious or cultural holidays shall not be denied time off in observation of such holidays unless direct delivery of services to students or staff would be negatively impacted. Employees may request a meeting with supervisor and Union representation to discuss denials.
3. Full-time employees shall receive 8 hours of holiday pay, or an amount based on their regular daily work hours if the holiday falls on a scheduled workday.
4. Part-time employees shall receive holiday pay based on their regular daily work hours if the holiday falls on a scheduled workday.
5. An employee who works on a holiday shall be paid holiday pay plus straight-time pay for all hours worked.
6. When a holiday occurs on Saturday, the preceding Friday shall be observed as the holiday. When a holiday occurs on Sunday, the following Monday shall be observed as the holiday.
7. If a holiday occurs while an employee is on vacation or sick leave, the employee shall be credited with another day of vacation or sick leave.

### B. Personal Leave

1. On July 1 of each year, full-time employees shall receive 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.

### C. Temporary Closure

1. In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency, the College may delay opening and/or close some or all College operations.
2. When all operations are closed, employees shall not be required to report to work and shall suffer no loss of pay or benefits.
3. If an employee is requested to report to work because of an emergency situation, or to work during closure, they shall be paid at the overtime rate outlined in Article 14 one and a half (1.5) times their regular rate of pay.

## **ARTICLE 16 INSURANCE AND RETIREMENT**

### **A. Health, Vision and Dental Insurance**

#### **1. Full-Time Employees:**

- a. The present group health/vision/dental insurance plan or a comparable plan shall remain in effect.
- b. The College shall pay 100% of the monthly employee premium and 75% of the dependent premium.
- c. The College shall continue to pay the same premium for coverage of insurance programs for a full-time employee whose status has been involuntarily reduced to part time for one additional month following their reduction in status from full-time, provided that the employee member pays their share of the premium.
- d. The College shall continue coverage of insurance programs for a laid-off full-time employee for the first ninety (90) days of layoff.
- e. For the purpose of medical and retirement benefits. "Full time" is defined as working an average of 32+ hours per week.

#### **2. Part-Time Employees:**

- a. The College shall pay 50% of the monthly employee-only premium for eligible part-time employees who participate in the program.
- b. 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 shall remain in effect and shall cover all full-time employees. The life insurance coverage is \$50,000. The AD&D coverage is also \$50,000. The premium shall be paid by the College.

### **C. Long-term Disability Insurance**

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

### **D. Retirement**

Employees shall be covered by the Oregon Public Employees Retirement System (PERS), and the College shall pay its contribution required under the plan. The employee shall pay the employee's contribution as defined in the plan.

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

The College shall 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 shall be provided copies of the health, medical, dental, life, disability and other group insurance programs covering employees by August 1st of each year.

### **G. Changes in Benefits**

No significant changes to any employee benefits (insurance, retirement, etc) shall be made by the college outside of bargaining.

H. Opt-Out.

The College shall adopt a procedure providing that employees who are eligible for College medical, dental and optical insurance may “opt out” of those types of insurance policies during open or initial enrollment effective the 2026-27 benefit year. While the employee has opted out, full-time employees shall receive a monthly payment equal to \$400. Part-time employees eligible for benefits shall receive a payment equal to \$200. All incentives paid to employees are considered taxable compensation and subject to applicable withholding per IRS regulations. To opt out of medical insurance, the employees must provide reasonable evidence that they and their expected tax family have or will have coverage other than individual insurance coverage during the period covered by the opt out arrangement, and meet other legal requirements.

**ARTICLE 17 VACATION**

- A. Nothing in this article shall reduce the vacation accrual rate of any current employee at time this contract is ratified. Nothing in this article shall reduce the carried over vacation leave hours of any current employee at time this contract is ratified.
- B. Employees shall accrue vacation at the following rate:

Years of Seniority	Hours of Leave	Days per Year
0-9 years	13.33 per month	20
10-14 years	14.67 per month	22
15+ years	16.67 per month	25

Vacation shall accrue at a prorated rate for employees working less than full-time.

- C. 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. In the case of an unforeseen emergency, vacation may be used to cover absence and avoid loss of income.
- D. To provide for equitable distribution of vacation, requests for three or more consecutive days of vacation shall be submitted to supervisors as far in advance as possible and at least thirty (30) days in advance for annual vacation. The supervisor shall respond promptly.
- E. Requested vacations shall 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 shall be within

five (5) working days of the day the employee submits the vacation request. Employees whose requests are denied shall receive a written explanation from their supervisor. Employees may request a meeting with supervisor and Union representation to discuss vacation denials.

- F. An employee may carry a total of no more than one year of vacation into the new fiscal year. Thus, an employee can accrue a maximum of two years. If the supervisor and the employee are not able to schedule use of the hours carried forward before December 31, the employee shall receive half of the carried forward hours as a lump sum payout in the December payroll. Remaining carried over vacation leave hours shall be forfeit. However, exceptions shall be made when an employee is unable to take their scheduled vacation time because of an unavoidable emergency or due to action of the College. In such cases, the employee shall be compensated for their unused vacation time at their regular hourly rate.
- G. Employees may be granted an advance of Vacation Leave up to 80 hours. An employee who would like to use advance Vacation Leave must submit a written request to the employee's supervisor and Human Resources. If use of advance Vacation Leave is granted, the employee must sign an agreement that the advance Vacation Leave will be deducted from the employee's on-going accrued Vacation Leave until the advanced Vacation Leave is earned back, and that if the employee separates from employment prior to earning back the advanced Vacation Leave, the College will bill the employee for the value of the unearned balance.
- H. Employees shall not be required to work during their vacation. If an employee volunteers to work during their vacation due to an emergency, they shall be paid in accordance with the Call in/CallBack in Article 14.F.
- I. Upon separation from employment with the college, accrued but unused Vacation Leave shall be paid to the employee not to exceed the employee's one year annual accrual.

## **ARTICLE 18 EXPENSES**

### **A. Mileage**

Pre-approved 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). In rare circumstances, a supervisor may request an employee volunteer to use their personal vehicle to complete tasks and mileage will be reimbursed. A verbal request by a supervisor shall be considered pre-approval.

### **B. Travel**

Any travel and expenses shall be approved in advance by the College, including transportation, meals, lodging and associated fees or registrations. The College shall respond to requests for travel expense pre-approval within fourteen (14) days of request submission.

### **C. Reimbursement**

The College shall make every effort to prepay employee travel expenses directly to vendors from College accounts. When travel expenses cannot be prepaid directly to vendors from college, reimbursement shall be given to employees in a timely manner. The College shall reimburse employees for expenses approved in advance by the employee's supervisor. Any receipts for such expenses must be submitted to the Business Office within thirty (30) days of purchase in order for reimbursement to occur. Reimbursement payments shall be made to the employee within thirty (30) days of receipt of the submitted expenses. The College is responsible for processing submitted reimbursement claims and shall inform employees of any delays that require employee attention.

D. Uniform

The College shall provide two (2) uniforms or two (2) special garments for those employees required to wear a uniform or special garment. Uniforms shall be replaced as needed.

**ARTICLE 19 HEALTH AND SAFETY**

A. Healthy Workplace

All parties are committed to having a positive learning and working environment for students, faculty and staff. All employees have the right to enjoy an environment free from harassment or discrimination.

1. All parties will adhere to relevant Board Policies (i.e., 3410, 3430, 7115) and the associated administrative rules and procedures, such as AR 070.009.000, that seek to ensure a healthy learning and working environment free from harassment and discrimination.
2. Employees shall feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, retaliation against any employee for filing a complaint of harassment or for participating in a harassment investigation is also grievable.

B. Health and Safety

1. The safety of each employee and student is of primary importance to the College. The College shall follow all applicable health and safety laws and regulations and assign its own Safety Officer and Safety Committee. A Safety Committee shall be formed pursuant to applicable laws and OR-OSHA Regulations and meet regularly, updating the community on campus safety issues at least once per term. An employee serving on the College's Safety Committee shall be compensated at the meeting rate while attending safety meetings, unless their attendance falls under work normally compensated under a staff position.
2. An employee who believes an unsafe or unhealthy condition exists shall notify their supervisor, and the Safety Officer, of the condition and why they believe it to be unsafe or unhealthy. The College shall provide a response within three business (3) days of receiving notice. All unsafe or unhealthy conditions shall be addressed by the College. If, after reporting to the supervisor that a specific substance, task, or assignment may jeopardize personal health or safety, correction is not made within three (3) business days, that employee may refuse to perform such activity without penalty until the appropriate health or safety office has reviewed the situation and made a finding. The College shall notify the Union of each determination that is made.
3. Safe Workplace:
  - a. The College shall provide information, materials and/or resources to ensure employees have the necessary information for adhering to safety rules.
  - b. Employees recognize that contributing to a safe work and educational environment is part of their role. Therefore, employees shall comply with established health and safety rules as established by law and the College.
  - c. If a work site is closed for health and safety reasons, the College shall provide appropriate alternate space to affected employees who shall be expected to carry out their duties in that space. Alternatively, if no appropriate alternate space is provided, then affected employees shall continue to receive their full compensation until a safe work space is available.
4. Building Safety: Building schedules shall be communicated to employees at the beginning of each term, and with any in-term changes. Safety protocols for emergencies including active shooters and natural disasters shall be established, communicated, and made accessible to employees.

5. Training: The College shall see that employees are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice, which they are authorized to use or apply during the course and scope of their employment and in the proper handling of dangerous or toxic substances. This training shall be provided to the employee without loss of pay or paid at the employee's normal compensation rate.
6. Equipment: It is the responsibility of the College to provide, at no cost to the employees, all necessary personal protective equipment (PPE) required for the safe and healthy execution of their duties, including work in the field, as well as training in the proper use of any issued PPE.

C. Work-Related Injury or Illness

1. 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 College shall provide all necessary forms and reasonable assistance for the employee to file a Workers' Compensation claim. The employee shall provide the College's workers' compensation insurance carrier with all information and documents necessary to process their claim.
2. When, upon advice of their physician, an employee requires modified work or a modified work schedule due to an on-the-job injury or work-related disease or illness, the College shall make a good faith effort to accommodate the employee's needs. Upon request, the employee shall provide a certification from their treating physician, confirming the need for modified work or a modified schedule.
3. An employee who is unable to work due to an on-the-job injury or work-related disease or illness, shall be accorded all rights of applicable state and federal statutes and regulations. College shall 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.

D. Accommodations

It is understood by the parties that the provisions of this Agreement could conflict with the regulations pertaining to the Americans with Disabilities Act (ADA). When this occurs, the College shall confer with the Union to determine when a provision of the Agreement needs to be waived in order to allow for the accommodation of the employee.

E. Employee Assistance Program (EAP)

The College is committed to the health and wellness of its students, faculty and staff. The parties agree that the Employee Assistance Program provided by the College shall comply with the following goals:

The EAP is a voluntary, confidential resource available to employees either through self-referral or upon the supportive recommendation of the College. The program is intended to assist employees in addressing personal, emotional, or health-related challenges—including those that may affect well-being or job performance—regardless of the source. The EAP shall offer access to widely recognized, evidence-informed services that promote overall employee health, resilience, and workplace success.

1. Objective. The College recognizes the value and contribution of employees and seeks to support them in managing or resolving wellness needs so that challenges are less likely to negatively impact the employee's work or personal life.

2. Employees Seeking Support for Mental Health or Substance Use

- a. The College recognizes that mental health conditions, including substance use issues like alcoholism and drug dependency, are health challenges that can be improved with professional care and intervention. The Employer encourages employees to access resources that promote well-being and recovery, as well as their job success. An employee's request for assistance under the Employee Assistance Program including evaluations, counseling, or other care is confidential, and shall not jeopardize their employment, job rights, or job security. The EAP is intended to promote employee well-being and recovery and reflect the Employer's commitment to providing support and rehabilitation as a more compassionate and constructive approach than immediate disciplinary action.
  - b. When appropriate, a supervisor or manager may make a supportive recommendation to access the Employee Assistance Program (EAP) if they have concerns that an employee is experiencing difficulties that appear to be affecting job success and performance. This type of referral is intended as a constructive step to connect the employee with helpful resources, not as a disciplinary action. If requested by the employee, the supervisor or manager should notify the employee's Union representative, who can assist in facilitating access to the program and provide additional support throughout the process.
3. EAP Reviews and Ad-Hoc Committee. A joint Union College/Employee Assistance Program Committee shall be created upon request by either party as necessary to review the EAP and to make suggestions to the College. The committee shall consist of equal numbers of representatives designated each by the Union and by the College. The total number shall not exceed six (6) persons. Any necessary and reasonable support services, such as administrative services, shall be provided by the College.

E. Access

Employees shall have full access to all classrooms in buildings and on campuses in which they can reasonably be expected to be as a part of their College service (i.e., teaching or participating in college committees) during regular business hours.

**ARTICLE 20 – INTELLECTUAL PROPERTY RIGHTS**

A. Property of the College

All written, electronic or other instructional materials developed where the writer or developer is reimbursed by the College for the work, or the work is done on regular College hours, becomes the property of the College. The College 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 their own time are deemed to be their property. Use of the published works of an employee by the College is accomplished by standard procedures through publishers. Any use or publication of other such material by other staff members, by the College or its designated agents, other than the developing person, is arranged prior to use through a negotiated agreement 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 College, 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.

## **ARTICLE 21 MISCELLANEOUS**

### **A. Change of Address/Name**

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

The College aims to honor the humanity of all employees. Each employee has the right to use chosen names in College computer systems when a legal name is not required. To the extent allowable and practicable, chosen name will be maintained in the College's computer system.

### **B. Equipment and Supplies**

The equipment and supplies for the performance of the job shall be provided by the College. All employees shall be given necessary College tools and access before they start work, including a copy of this Collective Bargaining Agreement, any applicable protocols or handbooks, a working CGCC email, keycard, and access to relevant programs including but not limited to the college SIS and LMS if applicable.

### **C. Existing Benefits**

This Agreement modifies or replaces the College 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. Labor-Management Committee**

A Labor-Management Committee shall be established by the College and the Union 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 arising under the contract. Recommendations which have been mutually agreed shall be communicated to impacted parties in the College Community.

The Committee shall be composed of persons from the bargaining unit and the College and shall meet on a monthly basis during the period of this Agreement. This schedule shall be set in September for the entire Academic Year and these meetings shall only be rescheduled with agreement between parties.

Classified employees serving on the Labor-Management Committee shall do so during work hours without loss of pay.

### **E. Resignation**

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

F. Voluntary Payroll Deductions

The College shall permit voluntary payroll deductions for approved tax sheltered annuities, life insurance and other mutually agreed deductions.

G. Communication and Employee Input

1. The employees and management recognize a joint responsibility in the communication process in regard to this contract, working conditions, and members of the Collective Bargaining Unit.
2. The College shall allow an employee member designated by the Union to attend specified management meetings.

H. Compliance

The parties shall abide by federal, state, and local laws, as well as all College policies and procedures that are consistent with the terms of this Agreement. If a College policy or procedure is inconsistent with this Agreement, the parties shall modify, replace, or add to any policies, rules, regulations, procedures or practices of Columbia Gorge Community College to abide by the terms of this Agreement which are contrary to or inconsistent with its terms.

I. Involvement in Recruitment and Selection

The College commits to collaboration; cooperating to solve shared challenges while leveraging the richness of diverse experiences and perspectives.

It is agreed that bargaining unit member involvement in the selection process of new employees is desirable to the well-being of the College. The College shall consider the composition of hiring committees to include representation appropriate to the position being filled (i.e., selection committees for classified positions shall have classified membership.) The College shall notify the Union of all selection committee membership upon creation. While no single role or unit position will be guaranteed membership on a hiring committee, the College values broad participation and will seek to include voices that contribute to a well-informed process.

J. Policy Input, Notification, and Access

College policies and procedures constitute shared understandings of the working environment, and shall never violate law, including the Public Employee Collective Bargaining Act (PECBA), and ORS Chapter 243.650-243.806 or this Agreement.

1. The College shall make available to employees any new or revised policy the College presents to the Board of Education for approval or consideration.
2. The College values the input of employees in fostering a productive learning and working environment and shall include Union in discussion on policies which constitute any change in employment relations as defined by ORS 243.650.
3. The College shall make reasonable efforts to ensure that Board Policies, Administrative Rules, procedures, and directives that impact bargaining unit members are accessible to employees and the Union.
4. The College shall notify the Union in writing of anticipated changes that impose a duty to bargain in accordance with ORS 243.698.

K. Copyrights and Patents

1. The ownership of any materials, processes or inventions developed solely by an employee's individual effort and expense shall vest in the employee and be copyrighted or patented, if at all, in the employee's name.
2. The ownership of materials, processes or inventions produced solely for the College and at College expense, including under a grant to a College employee, shall vest in the College and be copyrighted or patented, if at all, in its name.
3. In other situations, the employee and the College shall agree in advance and in writing on the ownership of jointly developed materials, processes or inventions.

**L. Totality of Agreement**

Both parties agree that during the course of negotiations which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals, and analyzing positions. The parties further assert that all obligations and benefits contained in the Agreement are the result of voluntary agreement. This Agreement contains the full and complete agreement of the parties. Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively except when a proposed change is subject to the ORS 243.698 bargaining obligation.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of 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 College 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 College 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.

**ARTICLE 24 MANAGEMENT RIGHTS**

- A. Subject to the provisions of state and federal statute and this Agreement, 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. These rights are abridged only by the express specific terms of this Agreement.
- B. 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.



## **ARTICLE 25 FUNDING**

The economic provisions contained in this agreement for the period from July 1, 2025 to June 30, 2028 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 were in effect when the Board gave notice to the Union to reopen this agreement.

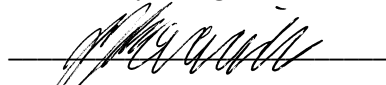
## ARTICLE 26 – DURATION

This agreement is effective as of July 1, 2025 and shall continue in full force and effect through June 30, 2028.

FOR THE UNION

United Employees of Columbia  
Gorge

Community College



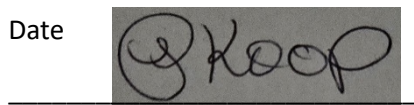
Robert Kovacich

Date



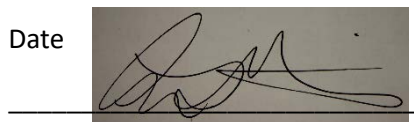
tina ontiveros

Date



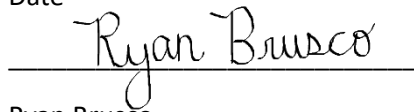
Pam Koop

Date



Amanda Holdiman

Date




Ryan Brusco

Date

FOR THE COLLEGE

Columbia Gorge Community  
College



Dr. Kenneth Lawson

Date

COLA: effective July 1 of each year															
4.5% increase in year 1															
3.5% increase in year 2															
3.5% increase in year 3															
3% longevity increase every year for employees who reach the top of their pay scale															
3% Standard step advancement per year															
2025-	2026														
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Level	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year
1	18.67	19.23	19.81	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10	25.85	26.62	27.42	28.25
2	20.87	21.49	22.14	22.80	23.49	24.19	24.92	25.67	26.44	27.23	28.05	28.89	29.75	30.65	31.57
3	23.06	23.76	24.47	25.20	25.96	26.74	27.54	28.36	29.22	30.09	30.99	31.92	32.88	33.87	34.89
4	25.26	26.02	26.80	27.60	28.43	29.28	30.16	31.06	32.00	32.96	33.94	34.96	36.01	37.09	38.20
2026-	2027														
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Level	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year
1	19.23	19.81	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10	25.85	26.62	27.42	28.25	29.09
2	21.49	22.14	22.80	23.49	24.19	24.92	25.67	26.44	27.23	28.05	28.89	29.75	30.65	31.57	32.51
3	23.76	24.47	25.20	25.96	26.74	27.54	28.36	29.22	30.09	30.99	31.92	32.88	33.87	34.89	35.93
4	26.02	26.80	27.60	28.43	29.28	30.16	31.06	32.00	32.96	33.94	34.96	36.01	37.09	38.20	39.35
2027-	2028														
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Level	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year
1	19.81	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10	25.85	26.62	27.42	28.25	29.09	29.97
2	22.14	22.80	23.49	24.19	24.92	25.67	26.44	27.23	28.05	28.89	29.75	30.65	31.57	32.51	33.49
3	24.47	25.20	25.96	26.74	27.54	28.36	29.22	30.09	30.99	31.92	32.88	33.87	34.89	35.93	37.01
4	26.80	27.60	28.43	29.28	30.16	31.06	32.00	32.96	33.94	34.96	36.01	37.09	38.20	39.35	40.53

## **Memorandum of Understanding**

between

Columbia Gorge Community College ("College") and Local 4754 United Employees of Columbia Gorge Community College ("Union")

### **Re: Labor-Management Committee Discussions, July 1, 2025 through June 30, 2028**

The College and the Union share an interest in maintaining open communication and addressing issues of concern to both parties. While the College retains its management rights (Articles 24), the parties agree that the Labor-Management Committee (Articles 21) is an appropriate forum for ongoing dialogue on certain topics raised during bargaining.

The College and the Union agree to use the Labor-Management Committee to continue discussion of:

1. Concerns regarding timeliness and appropriateness of College communications that may affect employees' ability to perform their roles (i.e., changes related to support services to students);
2. Concerns regarding the process of College procedure development, including opportunities for input through shared governance (i.e., complaint process, teaching material review);
3. Concerns regarding operational approaches to campus safety and institutional technology.
4. A finalized Classified and Academic Professional Position Levels Chart (to be added to future Classified and Academic Professional Compensation Articles), to be added to this Collective Bargaining Agreement
5. A finalized Definitions Article, to be added to this Collective Bargaining Agreement

The Committee's role is limited to discussion and recommendations. It has no authority to modify the Collective Bargaining Agreement (excluding the specific items listed above) or to alter the College's management rights. Any recommendations developed by mutual agreement may be shared with appropriate College bodies or administrators for consideration.

This understanding does not create contractual obligations beyond those in the current Agreement, nor does it waive any rights of either party.