



*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, 2015 through June 30, 2018

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

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## **CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE I - AGREEMENT**

This Agreement is made and entered into this 1st day of July, 2015, by and between Columbia Gorge Community College, hereinafter referred to as the Employer, and United Employees of Columbia Gorge Community College, Local 4754, AFT, AFL-CIO, hereinafter referred to as the Union, for itself and on behalf of the employees in the bargaining unit described herein.

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### ARTICLE II - RECOGNITION

- A. The Employer recognizes the Union as the exclusive representative for all classified employees of Columbia Gorge Community College, excluding casual employees, supervisory and confidential employees as defined in ORS 243.650(6) and (14).
1. For the purpose of definition within this contract, "casual employees" will be those employees working irregular schedules, short term, and performing sporadic work. Frequently decisions will be made daily about whether or not there is work for the next day.
- B. New and Modified Positions. The Employer will notify the Union upon creation of new or modified classified positions and the Union and the Employer will meet to determine the appropriate unit placement and compensation of the job. The meeting to discuss unit placement of the position will be held within ten (10) business days from the time of the Employer's notice. Compensation issues will be resolved according to the provisions of Article XIV, Compensation. The Union 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.
- C. The Employer will distribute a copy of the collective bargaining agreement and a membership application to all new employees in positions covered by this Agreement. The 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.
- D. The Union and the Employer will share equally the cost of printing fifty (50) copies of the Agreement. After copies have been distributed to classified employees and management personnel the Union and the Employer will divide the remaining copies. Each time additional copies are needed during the life of the contract for distribution to new classified and management employees, the Union and the Employer will share equally the cost of printing twenty-five (25) additional copies.
- E. The College and the Union recognize that the collective bargaining agreement does not apply to student/employees 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.

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### ARTICLE III - UNION SECURITY AND UNION INTERESTS

#### A. Union Security

1. Dues Deduction: Effective July 1, 2017, all bargaining unit employees shall, except as provided in the sections below, as a condition of employment either become and remain members in good standing of the Local or pay a monthly fair share fee in lieu of dues, commencing with the first full paycheck following the date of hire. Employees hired before July 1, 2017 will not be affected without written authorization from the employee.
2. Fair Share Deduction: Effective July 1, 2017, Management shall deduct monthly fair share fees from the paychecks of those employees who have not authorized dues deductions per this Article. The fair share amounts to be deducted shall be certified, on an Annual basis, to Management by the Treasurer of the Local. Employees hired before July 1, 2017 will be not be affected without written authorization from the employee.
3. The Union and Management agree that the rights of non-affiliation of any employee, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall be safeguarded, in accordance with Oregon State Statute. Such employee shall pay an amount of money equivalent to regular Local dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Federation. The employee shall furnish verification of payment to the Local and Management on a calendar year basis.
4. The Union agrees to hold the College harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this Article.
5. *Dues Remittance.* The sum of all monies so deducted shall be remitted to the Union within seven (7) days of the date the payroll is paid together with a list of employees from whom the deductions were made and the amount deducted from each.
6. *Notice of Changes.* The Union will notify the Employer at least thirty (30) days in advance of the effective date of any changes in the amount of Union dues and fees to be deducted.

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7. *Voluntary Contributions to Union's COPE (Committee on Political Education) Fund.* The Employer, upon written authorization from the employee, will deduct voluntary contributions from the employee to the Union's COPE fund from the employee's regular paycheck. The amount to be deducted shall be that amount designated by the employee in their voluntary written authorization. The sum of all monies so deducted shall be remitted to the Union as soon as possible after the payroll is paid together with a list of employees from whom the voluntary contributions are deducted and amount deducted from each.
8. By the end of the first week of each new term the College will provide the Union a list of all full-time and part-time classified members, including address, phone number, and e-mail addresses when available. By the end of the fifth week of each term the College will provide an updated list with the following additional information: each faculty member's work assignment in terms of credit hours or contact hours as appropriate, and seniority date. This list shall be provided to the Local on a quarterly basis, or upon request.
9. The Employer shall notify the Union President or his or her designee before a new employee starts work and the union representative shall be given the opportunity to meet with the new employee to discuss union membership and benefits during work time. However, the employer shall not pay additional compensation to employees for compliance with this provision.

### **B. Union Interests**

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

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5. *Use of College Facilities.* The Union will be allowed to use College meeting rooms to hold regular monthly Union meetings and for meetings related to collective bargaining negotiations and handling of grievances, provided that the room is scheduled and approved in advance by the 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 will ensure that its meetings do not disrupt any College function. College facilities will not be used by the Union for social functions, fundraising activities, strike-related activities, or anti-College activities. 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 College 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.



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### ARTICLE IV – GRIEVANCES AND ARBITRATION

#### A. Grievances

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

Step One: The Grievant shall present and discuss the grievance orally with the immediate supervisor within ten (10) business days of the event giving rise to the grievance. The immediate supervisor shall respond orally within ten (10) business days.

Step Two: Grievances unresolved at the preceding step may be submitted in writing to the supervisor. The grievance must be submitted within ten (10) business days of the answer in Step One. The supervisor will respond within ten (10) business days of receipt of the grievance.

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

#### B. Arbitration

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

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- (b) Selection of the Arbitrator. The parties will meet to mutually select an arbitrator within seven (7) days of the notice to arbitrate. When mutual agreement cannot be reached, the Employment Relations Board will be requested to provide a list of five (5) arbitrators from which a single name will be selected by alternately striking names from the list. The party striking the first name will be determined by the flip of a coin.
- The request to the ERB shall be submitted within fifteen (15) days of the notice to arbitrate. The parties will select the arbitrator from the list within ten (10) business days from the date sent from the ERB. The parties will schedule any arbitration hearing on a date the arbitrator is available within sixty (60) days of the day of the notice of arbitration. When the arbitrator is not available within those sixty (60) days the parties will select the nearest date to that time that the parties and the arbitrator are available.
- (c) Arbitrator's Authority. The decision of the arbitrator shall be final and binding to the extent that it is consistent with the law and this Agreement. The arbitrator shall have no authority to add to, to modify, or to subtract from the terms and conditions of employment or to issue any decision which requires the commission of an act prohibited by law or this Agreement.
- (d) Costs. The cost of arbitration shall be shared equally by the parties except that each party shall bear the cost of its own witnesses. Neither party will be obligated to the cost of a stenographic transcript except by prior agreement. A request of the arbitrator for a transcript shall be considered a part of the cost of arbitration.
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. A grievant may have a Union representative present at any step of the procedure.
  5. Time limits at any step may be modified by mutual written agreement.
  6. Failure by the Employer at any step to issue a response within the specified time frame permits the grievant to proceed to the next step. Failure by the grievant to appeal a decision within the specified time frame is deemed acceptance of the last response of the Employer.
  7. Grievance meetings with management, the grievant(s), and the grievance officer, when conducted during the workday will be considered work time. Requesting and receiving information and materials may be conducted on work time. If review of the material can only be done during the work day, the time will be made up by the bargaining unit member.

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### ARTICLE V - HOURS AND SCHEDULES

#### A. Hours

1. *Work Week.* The work week shall consist of seven (7) consecutive days in a pre-established schedule starting at 12:00 am Sunday and ending on the following Saturday at 11:59 pm. The regular work shift for a full-time employee is based on a forty (40) hour work week. A forty (40) hour work week may consist of five (5) 8-hour days, four (4) 10-hour days, or any combination of regularly scheduled hours that total 40.
2. *Schedules.* With the approval of their supervisor, employees may vary their starting and ending time during the work day provided that there is sufficient coverage during normal work hours.
3. *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 sixty (60) minutes. When possible, breaks will be provided after an employee has worked not more than three (3) hours, and the lunch break will be scheduled after the employee has worked not more than five (5) hours. All breaks will be duty-free unless an emergency intervenes.

#### B. Posting of Work Schedules

1. The regular work schedule for employees shall be posted in each department at a designated place. Except in emergencies, the employees will be given three (3) business days notice of any necessary change in the regular schedule. Business days are exclusive of Saturday, Sunday, and holidays. Newly hired employees will be notified of their initial schedule and will be placed on the regular schedule as soon as practical.
2. Requests for days off shall be submitted to the supervisor in accordance with the provision of Articles IX and XVII. Reasonable effort will be made by the supervisor to grant the request.
3. Employees may trade work days and/or days off among themselves with the approval of the supervisor.

#### C. Work Locations

Changes may be made by management to an employee's assigned campus provided there is a business need for the change and that the need for the change is discussed

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with the employee before the change is implemented. Unless an emergency exists employees will be given ten (10) business days written notice.

### **D. Calendar**

With the June 30 paycheck, the Employer will distribute a calendar of the school year indicating beginning and ending dates for each term, registration periods, break periods and holidays.

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### ARTICLE VI - POSITIONS

- A. Classified employees will be hired as either full-time, part-time, or temporary. Each employee will be initially hired for a specific job description, department and schedule as described in the job announcement.
1. *Full-time Employees.* Full-time employees are hired to work forty (40) hours a 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.
  3. *Temporary Employees.* Temporary employees are those hired to work for a special project, or are made available through a special program developed to help give individuals work experience for a specified period of time not to exceed twelve (12) months. Temporary employees will not be hired to displace or replace regular positions, or to avoid filling vacancies. Temporary employees do not accumulate seniority. However, whenever a temporary employee is hired into a regular position where there is not more than a one (1) month break in employment, time spent as a temporary employee will be credited toward seniority.
  4. Two or more part-time positions may be aggregated in order to earn benefits which are available to full-time employees. This provision does not apply if one of the part-time positions is specially funded under a grant or agreement that provides benefits.

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### ARTICLE VII - POSTING OF VACANCIES

- A. Whenever a job opening occurs in an existing job classification within the bargaining unit, or as the result of the creation of a new job that falls within the bargaining unit, vacancy notices will be sent via the college e-mail system, posted on the college website and the college online applicant system. Copies of the postings will be sent to the Union. Notice of all vacancies and new positions will also be posted on bulletin boards in locations identified for the posting where the posting is accessible to the employees: including Building #1, Vending Machine Area; Building #2, Mail Room and the HRICC Union Bulletin Board. The notice will be posted for at least five (5) business days and will include a description and requirements for the position. Posting will occur before consideration of any outside applicants.
- B. *Application for Vacancies.* Employees interested in applying for a new or vacant position shall submit a new or updated 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). When qualifications for the position are equal, preference will 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 will not be required to retake any skills test associated with the application if the employee has taken the same test for his or her current position.

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

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

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

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employee will be placed on layoff status consistent with the provisions of Article VIII(C)(1).

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### ARTICLE VIII - PROBATION, SENIORITY, LAYOFF, RECALL

#### A. Probation

1. All newly hired employees shall serve a probationary period of 1040 hours or one calendar year, whichever comes first. The employer will evaluate new employees after 520 hours or six months, whichever comes first, 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. Definition of Seniority

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

#### C. Layoff

1. If the Employer determines that a layoff is necessary and unless an emergency exists, the Employer will notify the Union at least forty-five (45) calendar days in advance and will include the positions and/or job group to be laid off, and the parties will meet to discuss ways of avoiding layoffs.
2. When reductions remain necessary following that discussion, the Employer will permit bargaining unit employees to take voluntary layoffs until the necessary reduction in the work force is met.
3. When voluntary layoffs do not meet the necessary reductions, layoffs in the identified job families will be first from temporary employees, then probationary employees, then part-time employees, then full-time employees based on inverse order of seniority within those job families.



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4. Employees designated for layoffs shall be given at least twenty (20) business days' notice of layoff or compensation to the extent such notice is deficient. A copy of the notice shall be sent to the Union.
5. Within ten (10) calendar days of receiving a notice of layoff, an employee designated for layoff may replace the employee with the least seniority in their job family provided the employee is capable of immediately performing that job. An employee who exercises replacement rights and is unable to perform the duties of the new position within one (1) month of assuming that position shall be laid off from the original position rather than be considered for dismissal. There can be only one (1) level of "bumping" under this provision.
6. The Employer will continue coverage of insurance programs for a laid-off employee for the first two full plan months of layoff.

### **D. Recall**

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

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### ARTICLE IX- LEAVES OF ABSENCE

#### A. General

1. Leaves of absence for periods up to one (1) year may be granted for good cause to any employee upon written request to the President. Requests for leave of absence shall be submitted at least ninety (90) days in advance, whenever possible, of the date the leave is to begin. The employer will notify the employee of leave approval at least thirty (30) days in advance.
2. Employees shall be reinstated to their position on return from any leave if the position is vacant or filled only on a temporary basis. If the position has been permanently filled or no longer exists, reinstatement will be to a vacant comparable position with equal qualifications, preferably in the same department and work site. When a comparable position is not available, the employee will be placed on a preferential hiring list and will be given the first comparable position they qualify for within three (3) months of the end of the leave.
3. Upon return from leave, employees will have their pre-leave seniority restored. Employees will continue to accrue seniority during leaves of seven (7) calendar days, but fewer than thirty-one (31) calendar days. Employees will be covered by the health and life insurance programs for up to thirty (30) days while on leave. Participation in these insurance programs beyond the thirty (30) days will be at the employee's expense, unless provided for elsewhere in this Agreement.
4. Employees on leave will not seek or accept employment elsewhere, except where the employment is in conjunction with or a component of the leave such as for research, education, teaching, public service or union business.
5. A request for a temporary reduction of hours to accommodate personal, medical or educational needs will be handled like a request for a leave of absence under the procedure in this article.

#### B. Paid Leaves

1. Sick Leave
  - (a) Full-time. Sick leave is earned at the rate of eight (8) hours per month.
  - (b) Sick leave is paid at the employee's usual hourly rate and will be paid to the extent of an employee's accumulation for all illnesses, diseases, injuries and maternity except for those cases covered by Worker's Compensation or disability insurance. However, sick leave may be coordinated by employees

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with other payments such as Worker's Compensation or disability insurance, to enable employees to meet their usual weekly earnings.

- (c) The employer may request verification of the reason for sick leave absence in excess of three (3) days.
- (d) Sick leave may be used for any health emergency. In the interest of preventive health, sick leave may be used for medical and dental appointments.
- (e) Employees may use up to three (3) days sick leave per occurrence for illness or injury in the immediate family which reasonably requires the employee's presence. Immediate family for this provision shall mean the employee's household, employee's parents or any child of the employee or their spouse. Additionally, sick leave may be used to care for a family member if such leave for that family member is a qualifying occurrence under the Oregon Family Leave Act.
- (f) Sick leave may be substituted for vacation, while an employee is on vacation, for illness, injury or accident requiring hospitalization.

### 2. Vacation Donation

The College, in coordination with the Family Medical Leave Act, shall allow a full-time classified employee, who is on qualified leave as defined by the FMLA/OFLA, and has exhausted all other paid leave, to receive additional sick leave through a voluntary transfer of vacation from a donating classified employee under the following circumstances:

#### (a) Donating Employees

- (i) A full-time classified employee may donate accrued vacation, in full eight (8.00) hour blocks.
- (ii) Donating employees must maintain a minimum vacation accrual balance of five (5) working days (40.00 hours) after the number of donated days has been subtracted from their vacation balance.
- (iii) Donating employees shall complete and sign a form approved by the College authorizing the donated hours to be credited to the recipient employee.

#### (b) Recipient Employees

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- (i) Full-time employees eligible for leave under the FMLA/OFLA, may receive donated vacation from donating employees. Donated vacation hours shall be credited to the recipient employee's sick leave accrual balance on a hour for hour basis. Donated leave days must be used within 90 days of the donation. If leave days are not used within that time frame they will revert to the leave bank as provided in (c)(iii).
- (ii) To receive donated leave, an employee must apply for, and receive, approval for leave under the FMLA/OFLA. An employee may only request leave for a serious health condition of themselves, spouse, parent, parent-in-law, child or stepchild.
- (iii) The period in which an employee may receive donated leave is the period of FMLA/OFLA qualified leave which would otherwise be unpaid because all leave balances have been reduced to zero. Employees may not be receiving non-duty disability or Workers Compensation benefits while receiving donated leave.
- (iv) The maximum number of donated hours which a recipient employee will be eligible to receive for one illness or injury shall be four hundred and eighty (480) hours.

### (c) Procedure and Limitation

- (i) FMLA/OFLA eligibility must be established prior to implementing procedures for vacation donation. To apply for FMLA/OFLA, an employee needs to obtain a request form from the Human Resources Department.
- (ii) Employees must arrange for the donation of days on the appropriate forms, available in the Human Resources Department, seven (7) days in advance of the need of the recipient employee. Donating employees will have 14 days to make their donations after the posting of the request for donations. The President may extend time limits at his/her discretion.
- (iii) All donated days are subject to all sick leave rules and policies. Collectively, if employees donate more than the total number of days said employee is in need of, the remaining hours shall be given to the next eligible recipient employee as defined in Section (b)(i)
- (iv) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

- (v) The College should keep the source of all donated leave confidential, if requested by the donating employee.

### 3. Bereavement Leave

Employees shall receive up to five (5) work days leave with pay in the event of death in an employee's immediate family. Immediate family includes spouse or significant other person; and, of either the employee or spouse, a child, parents, grandparents, grandchildren, brother or sister. Additional leave, if required, must be approved in advance by the supervisor and will be taken by an employee from vacation or will be unpaid leave.

### 4. Jury Duty/Witness Service

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

### 5. Part-time Sick Leave.

- a. Part time employees shall be frontloaded with forty (40) hours of paid sick leave, pro-rated in accordance with OL 537, 2015 beginning January 1, 2016 and continuing each year after that on January 1.
- b. Unused sick leave hours will 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 will be used in hourly increments and administered in accordance with applicable Oregon Laws.
- e. Sick Leave Donation: Classified employees may donate sick leave

## C. Unpaid Leave

### 1. Educational 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

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

education or training is related to the employee's position or for advancement with the employer. Educational leave can be for up to one (1) year.

### D. Military Leave

#### 1. Military Leave

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

#### 2. Leave for Temporary Active Duty in Armed Forces

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

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

#### 3. Military Family Leave

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

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

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

### **E. Maternity/Paternity Leave**

A maternity, paternity or child care leave of absence for childbirth or adoption will be allowed based on Oregon Family Leave Act (OFLA) and Family and Medical Leave (FMLA) rules.

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

### ARTICLE X – IN-SERVICE AND JOB RELATED EDUCATION

#### A. In-Service Education

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

#### B. Education

If the request is granted, the employer will inform the employee what expenses, such as for travel, registration, materials and related expenses, will be paid by the employer.



## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

### ARTICLE XI - TUITION WAIVERS

- A.** Tuition shall be waived for an employee, spouse or eligible children who attend classes at Columbia Gorge Community College. This article does not apply to fees such as laboratory fees and seminar fees when attendance at the seminar results in an additional cost to the College.
1. Full-time Employees
    - (a) Employee - up to eight credit hours per term. An employee with five years of service with the College may receive up to nineteen (19) credit hours per term for a maximum of one year or three terms while on approved leave of absence without pay.
    - (b) Spouse and dependent children - 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 Employees
    - (a) Employee - up to six (6) credit hours per term in which the employee is working.
    - (b) Spouse and dependent children - may use the credit hours which are not used by the employee in the term.
    - (c) Spouse and dependent children of employees that work at least 20 hours per week may use up to twelve (12) credit hours per term each or a maximum of the credits required to obtain a two-year degree in a college program.
- B.** Dependent children are those who are under age 24 and as defined by the Internal Revenue Service. Eligibility will be determined by reference to employee's last federal tax return.
- C.** Classes may be taken with or without credit, or the equivalent in non-credit tuition.
- D.** Registration shall be in accordance with the College's registration schedule and procedure. Employees shall register during nonworking hours.
- E.** If an employee is required to take a class, the employee will be allowed time during the workday without loss of pay, and the employer will provide required textbooks. All

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

textbooks provided by the employer will be returned to the employer at the end of the term.

- F.** It is understood that no course will be conducted which would not have met without the enrollment of such tuition waiver students and no tuition waiver student shall displace a tuition paying student. If an employee is bumped out of a class because of full enrollment of tuition paying students, they will be allowed, in accordance with the College's current policies and procedures, to re-enroll in the class if a position opens within the first week of the term or equivalent drop period.

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

### ARTICLE XII - EVALUATIONS AND PERSONNEL FILES

#### A. Evaluations

Employees may be evaluated by the Employer annually prior to July 1. Evaluations are for constructive employee development and are not considered discipline. Employees will be given a copy of any evaluation and may append their own comments to it and/or discuss it with their supervisor.

#### B. Personnel Files

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

## **CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE XIII- DISCIPLINE AND DISCHARGE**

Discipline shall be for just cause only. A regular employee can be discharged for just cause only.

The Employer will advise an employee of the right to Union representation during any investigatory meeting which reasonably may lead to discipline. Unless it is an emergency or the employee is willing to proceed without representation, the Employer will permit the employee reasonable time in advance of the meeting to confer with a Union representative. Copies of any disciplinary notices will be given to the Union.

**CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE XIV – COMPENSATION**

**A. Wages** – Wages shall remain in proportion to any increases in the state minimum wage.

1. Effective July 1, 2015, the hourly rate for employees shall be as follows:

| Step  | 1       | 2              | 3              | 4               | 5               | 6               | 7               | 8               |
|-------|---------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|       |         | 2,080<br>Hours | 6,240<br>Hours | 10,400<br>Hours | 14,560<br>Hours | 18,720<br>Hours | 24,960<br>Hours | 31,200<br>Hours |
| Level | Start   |                |                |                 |                 |                 |                 |                 |
| 1     | \$12.42 | \$13.61        | \$14.25        | \$14.92         | \$15.27         | \$15.63         | \$16.00         | \$16.37         |
| 2     | \$13.97 | \$15.16        | \$15.81        | \$16.48         | \$16.83         | \$17.18         | \$17.56         | \$17.93         |
| 3     | \$15.54 | \$16.73        | \$17.37        | \$18.04         | \$18.39         | \$18.75         | \$19.12         | \$19.50         |
| 4     | \$17.09 | \$18.28        | \$18.93        | \$19.60         | \$19.95         | \$20.30         | \$20.68         | \$21.05         |

\*The employee will move to step 2 upon the completion of one calendar year or 2080 hours of service with the employer, whichever comes first.

2. Effective July 1, 2016, the hourly rate for employees shall be as follows:

| Step  | 1       | 2             | 3              | 4              | 5              | 6              | 7             | 8             |
|-------|---------|---------------|----------------|----------------|----------------|----------------|---------------|---------------|
| Level | Start   | <i>1 year</i> | <i>2 years</i> | <i>3 years</i> | <i>4 years</i> | <i>5 years</i> | <i>10 yrs</i> | <i>15 yrs</i> |
| 1     | \$12.87 | \$14.14       | \$14.56        | \$14.98        | \$15.43        | \$15.89        | \$16.36       | \$16.84       |
| 2     | \$14.45 | \$15.88       | \$16.34        | \$16.83        | \$17.33        | \$17.85        | \$18.37       | \$18.91       |
| 3     | \$16.05 | \$17.64       | \$18.17        | \$18.71        | \$19.26        | \$19.83        | \$20.42       | \$21.02       |
| 4     | \$17.64 | \$19.38       | \$19.95        | \$20.54        | \$21.15        | \$21.79        | \$22.43       | \$23.10       |

\*The employee will progress in steps 1-6 upon the completion of one calendar year with the employer. After completion of their fifth year of service at the college, classified employees shall receive a three percent increase for every 5 years of service at the college.

3. Effective July 1, 2017, the hourly rate for employees shall be as follows:

| Step  | 1       | 2             | 3              | 4              | 5              | 6              | 7             | 8             |
|-------|---------|---------------|----------------|----------------|----------------|----------------|---------------|---------------|
| Level | Start   | <i>1 year</i> | <i>2 years</i> | <i>3 years</i> | <i>4 years</i> | <i>5 years</i> | <i>10 yrs</i> | <i>15 yrs</i> |
| 1     | \$13.13 | \$14.42       | \$14.85        | \$15.28        | \$15.74        | \$16.21        | \$16.69       | \$17.18       |
| 2     | \$14.74 | \$16.20       | \$16.67        | \$17.17        | \$17.68        | \$18.21        | \$18.74       | \$19.29       |

**CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

|   |         |         |         |         |         |         |         |         |
|---|---------|---------|---------|---------|---------|---------|---------|---------|
| 3 | \$16.38 | \$17.99 | \$18.53 | \$19.08 | \$19.64 | \$20.23 | \$20.83 | \$21.44 |
| 4 | \$17.99 | \$19.77 | \$20.35 | \$20.95 | \$21.58 | \$22.22 | \$22.88 | \$23.56 |

\*The employee will progress in steps 1-6 upon the completion of one calendar year with the employer. After completion of their fifth year of service at the college, classified employees shall receive a three percent increase for every 5 years of service at the college.

Classified employees who complete step 8 will continue to receive a 3% increase every five (5) years thereafter.

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

**B. Wage Placement**

All new or vacant positions will be filled at Step 1 of their respective level. Respective level is defined as the status quo. Changes in compensation will be resolved according to the provisions of Article II, B, New and Modified Positions.

**C. Overtime**

1. Employees shall be compensated in additional pay or compensatory time off at the rate of time and one-half for all time worked in excess of the normal work week (minimum 40 hours). Payment will be issued for overtime hours if funds are budgeted for the overtime and if the overtime has been approved in advance. Otherwise, compensatory time off will be taken, to the extent ORS 279.340 is inconsistent with this provision, that statute is waived.
  
2. Assignments
  - (a) Supervisors will make reasonable efforts to allocate late assignments which will require work beyond a normal work day to volunteers before assigning the work on an involuntary basis.
  - (b) Work beyond the normal schedule must be approved in advance by the supervisor except in emergencies. If an employee has a recurring problem completing assigned work by the end of the work day in a situation where

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

advance approval is difficult to obtain, the employee will so notify the supervisor, and they will attempt to identify a solution which will avoid the necessity of unauthorized overtime work.

### **D. Temporary Reassignments**

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

### **E. 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 straight time rate.

### **F. Payroll and Timekeeping**

#### 1. Checks

- (a) Payroll checks will be issued monthly on the last day of the month or the nearest work day. Checks will indicate the employee's gross and net pay; taxes and other deductions; sick leave and vacation accrual; and holiday pay. The employer will continue to use every reasonable effort to make the checks available by noon on paydays.
- (b) Errors in paychecks should be brought to the attention of the supervisor. When practicable, the employee may return the erroneous paycheck, and a replacement will be issued. Otherwise corrections will be made on the next paycheck.

#### 2. Timekeeping

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

#### 3. Direct Deposits

**CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

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



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### ARTICLE XV - HOLIDAYS

#### A. Holidays

Employees shall receive the following holidays with pay: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day and the last business day before and first business day after Christmas Day.

#### B. Holiday Pay

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

#### C. Holiday Use

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

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### ARTICLE XVI - INSURANCE AND RETIREMENT

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

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

#### B. Life and Accidental Death and Dismemberment Insurance

The present group life and accidental death and dismemberment insurance program or a comparable program will remain in effect and will cover all full-time employees. The life insurance coverage is \$10,000. The premium shall be paid by the Employer.

#### C. Long-term Disability Insurance

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

#### D. Retirement

Employees will be covered by the Oregon Public Employees Retirement System (PERS) and the Employer will pay its contribution required under the plan. Beginning 7/1/96 the employee will pay the employee's contribution as defined in the plan.

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

The Employer will continue to comply with federal and state law pertaining to participation in the social security system, unemployment insurance and workers compensation insurance.

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### F. Program Copies

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

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### ARTICLE XVII – VACATIONS

- A.** Employees shall accrue vacation at the following rate: 6.67 hours per month first year of employment; 8 hours per month in year two through four of employment; 11.34 hours per month in year five through nine; 12.67 hours per month in year ten through fourteen and 13.33 hours per month in year fifteen and thereafter.
- B.** Vacation can be used with advance approval of the supervisor in one-day increments. Vacation can be used for personal business that cannot be addressed during the work day as well as for rest and relaxation.
- C.** To provide for equitable distribution of vacation, requests for three or more consecutive days of vacation will be submitted to supervisors as far in advance as possible and at least thirty (30) days in advance for annual vacation. The supervisor will respond promptly.
- D.** Requested vacations will not be denied capriciously or arbitrarily. Priorities for requests are as follows:

  - 1. The first person requesting vacation will have priority.
  - 2. If requests are received on the same date, conflicts among requests in the same department will be resolved by seniority.
- E.** Vacation time which is earned during one fiscal year must be taken before the end of the following fiscal year. However, an exception will be made when an employee is unable to take his or her scheduled vacation time because of unavoidable emergency or due to action of the College. In that event, the employee will be allowed to carry the time over to the following fiscal year.
- F.** Except in an emergency, employees will not be required to work during their vacation.
- G.** New employees may not use vacation during their original probation. They may use up to one-half their annual entitlement upon completion of probation.

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### ARTICLE XVIII - EXPENSES

#### A. Mileage

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

#### B. Out-of-District Travel

The Employer will reimburse employees reasonable amounts incurred for any travel and expenses assigned or approved by the Employer in advance, including transportation, meals, lodging and associated fees or registrations. When the personal automobile is used for transportation, the mileage rate in Section A will apply.

#### C. Uniforms

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

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

### ARTICLE XIX - HEALTH AND SAFETY

#### A. Health and Safety

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

#### B. Work-Related Injury or Illness

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

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

#### C. Temporary Closure

1. In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency, Management 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 will suffer no loss of pay or benefits. If an employee is requested to report to work because of an emergency situation, they shall be paid at one and a half (1.5) times their regular rate of pay.
3. When classes are cancelled and the administrative offices are open, employees will not receive compensation for time not worked.

#### D. Employee Assistance Program

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

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

1. *Objective.* The objective of the program recognizes the value and contribution of current and continuing employees and seeks to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately may affect the employee's work.
2. *Committee.* There shall be a joint Union Employer/Employee Assistance Program Committee to review the program and to make suggestions to the College. The committee will consist of equal numbers of representatives designated each by the Union and by the Employer. The total number shall not exceed six (6) persons. The chair of the committee shall alternate semiannually between a Union and an Employer representative. Any necessary and reasonable support services, such as secretarial services, will be provided by the Employer.
3. *Troubled Employees.*
  - a. The Employer recognizes alcoholism, drug abuse and emotional problems as illnesses that are treatable in many circumstances. An employee's request for assistance under the Employee Assistance Program, including diagnosis or treatment, will not operate to jeopardize his/her employment, job rights, or job security. The program is intended for assistance and rehabilitation of employees as a better course than punishment or other harm to the employee's employment.
  - b. An employee may be referred to the program by a supervisor or manager, or Union Representative. Generally, a supervisor's or manager's referral should be based upon the observation that the employee is exhibiting difficulty in maintaining job performance and the belief that the performance is a result of an illness-problem indicated above. Unless confidentiality issues are involved, the supervisor or manager should notify the employee's representative who shall assist in referring the employee to the program.

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### ARTICLE XX - MISCELLANEOUS

#### A. Change of Address

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

#### B. Equipment and Supplies

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

#### C. Existing Benefits

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

#### D. Gender Construction

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

#### E. Labor-Management Committee

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

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

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



## **CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

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

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

### **F. Resignation**

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

### **G. Zipper Clause**

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

**CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE XXI - NO STRIKES/NO LOCKOUT**

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

## **CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE XXII - SEPARABILITY**

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

## CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

### ARTICLE XXIII - MANAGEMENT RIGHTS

- A.** Management retains full right and authority to manage and administer the College and its staff. This includes, but not limited to establishment and management of properties, resources, and facilities; determination of the financial policies of the College; the appointment, direction, evaluation, discipline, and supervision of employees; the right to determine educational programs, curriculum, and services of the College; and the number and location of job positions required. 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.

## **CLASSIFIED COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE XXIV – FUNDING**

The economic provision contained in this agreement for the period from July 1, 2015 to June 30, 2018 are based on the expectations and conditions that the amounts of annual revenue distributed to the College by the state will not be reduced by more than five percent (5%) in any one year. If that condition is not met and the reductions are based on factors other than FTE fluctuations, the Board of the College may reopen the economic provisions of this contract to renegotiate those provisions for the remaining years of the contract.

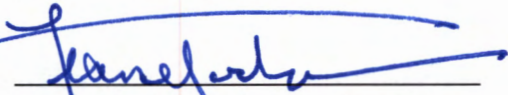
The board will give the Union reasonable and timely notice in writing to reopen this agreement, and the parties will meet promptly to commence bargaining. Unless and until agreement on revised economic provisions is reached in negotiations or the statutory bargaining process is concluded, salaries and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

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

ARTICLE XXV – DURATION


This agreement is effective as of July 1, 2015 and shall continue in full force and effect through June 30, 2018.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Columbia Gorge Community College  
Dr. Frank K. Toda, President

10.25.2016  
Date

FOR THE UNION

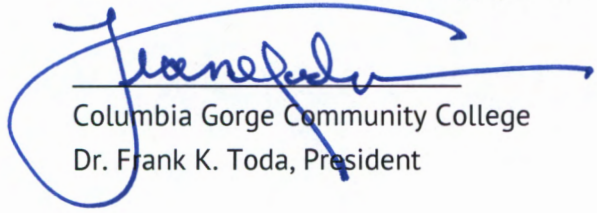
  
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United Employees of Columbia  
Gorge Community College  
Dr. John W. Copp, President

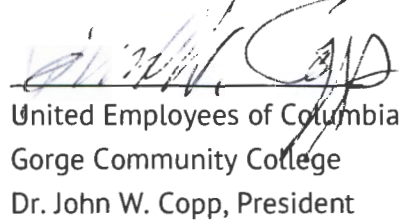
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Date

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

MEMORANDUM OF UNDERSTANDING

The College recognizes the benefit of having full-time classified employees. The College cannot guarantee what staffing levels or specific positions may be necessary in the future in response to changing economic conditions. However, the College verifies that it has no current desire or intent to replace its full-time classified employees with part-time employees in order to avoid or reduce benefit costs or to split full-time classified positions into part-time positions solely to avoid or reduce benefit costs. The parties recognize that, if the College releases a full-time employee and replaces that employee with two or more part-time employees, in order to reduce the expense of employment benefits, the appropriate forum for the Union to raise any challenge to that College action is the contractual grievance and arbitration procedure. They also recognize that, if the Union challenges the release of the full-time employee, including whether the College's action was economically reasonable, the proper standard for the arbitrator to apply is the "just cause" standard in Article 13.

  
Columbia Gorge Community College  
Dr. Frank K. Toda, President

  
United Employees of Columbia  
Gorge Community College  
Dr. John W. Copp, President

10.25.2016  
Date

10/19/16  
Date