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ARTICLE I

RECOGNITION - DEFINITION

A. BARGAINING UNIT DESCRIPTION

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

B. EXCLUSIONS TO UNIT

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

C. DEFINITIONS

Academic year – the total time from the start of fall quarter through the end of spring quarter.

Administration/Administrator – staff (not faculty or classified) responsible for the overall operation and success of the institution.

Assignment – the bargaining unit position to which an employee is normally assigned. The position shall include the job description, pay grade, hours per day, days per week, days per work year, and title of their immediate supervisor.

Association – the Association of Classified Employees of Umpqua Community College/OEA/NEA.

Bargaining unit member – see ‘Employee’

Board – the Board of Education or designee.

College – see ‘Board’

Compensatory time – time taken in lieu of overtime calculated at the same rate as overtime pay (not less than time and a half).

All rules and practices that apply to overtime will apply to compensatory time, i.e. the employee must have worked 40 hours to earn compensatory time; holiday, vacation, and sick time are not included for calculating compensatory time.

Confidential employee - an employee who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining.

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

Employee - all employees represented by the Association in the Bargaining Unit Description as defined above.

Fiscal year - the College’s year starting July 1 to June 30 of the following calendar year.

Flexible (flex) time – the ability to adjust the work schedule within the same pay period.

Formative evaluation – feedback provided during a period of learning to improve performance and successful outcomes.

Full reduction – the complete elimination of an employee position or reduction of hours to the extent to cause an employee to no longer be qualified as a bargaining unit member.

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

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

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

Grievant – the person or persons making the complaint.

Member – see ‘Employee’

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

Partial reduction – the decrease in hours that causes a full-time employee to be retained only part-time.

President – the chief executive officer of the college or a person acting in that capacity duly appointed and authorized by the Board.

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

Qualifications – the minimum requirements required of an employee for a position as outlined in the job description.

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

contingent upon funding.

Seniority – the full-time equivalent of an employee’s total length of continuous services at the College, including time off through approved leaves that provide seniority accumulation and professional development opportunities (including work out of classification). Ties in seniority will be broken by drawing lots.

Supervisor – any Administrator having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, evaluate, reward, or discipline other employees, or responsible to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

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

Unit member – see “Employee”

Vacancy – a bargaining unit position that is open or will be opened. The College shall identify the vacancies to be filled.

Year – see “Fiscal year”

D. SUBCONTRACTING

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

ARTICLE II

ASSOCIATION RIGHTS

A. USE OF COLLEGE FACILITIES

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

B. TRANSACTION OF BUSINESS

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

C. POSTING OF NOTICES

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

D. COLLEGE BOARD AGENDAS

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

E. PRESIDENT'S OPPORTUNITY TO SPEAK AT BOARD MEETINGS

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

F. ACCESS TO INFORMATION

The Association shall be furnished agendas, minutes, budget documents and other written materials falling within the provisions of the Oregon Public Records Law, ORS 192.420 et seq. and the Public Employee Collective Bargaining Act, specifically ORS 243.672 (1)(e).

G. BARGAINING UNIT ROSTERS

1. Within twenty (20) College business days of the beginning of each fall term a report containing the names, addresses, and location of all bargaining unit members shall be provided to the Association. Within twenty (20) College business days after the start of winter and spring terms, the Association will be provided a report containing all changes to the bargaining unit.
2. The names of all new employees shall be furnished to the Association within the first twenty (20) days of employment.
3. The Association will be notified on new hires and the College will provide a new member packet containing at least communications, membership forms, contracts and contact lists.

H. COMMITTEE PARTICIPATION

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

I. LABOR/MANAGEMENT COMMITTEE

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

J. ASSOCIATION BUSINESS

1. Whenever any representative of the Association or any member participates in negotiations, grievance proceedings, conferences, or meetings with the College during the employee(s) work day by mutual agreement, he/she shall suffer no loss in pay or disciplinary action.
2. The first sixty (60) hours each fiscal year that the Association president or Association Designee spends participating in Association business shall be considered mutually agreed upon by the College. However, the Association President or Association Designee must notify his/her supervisor and obtain approval before being relieved from duty to participate in Association business. Time spent by Association Representatives participating in Labor/Management Committee meetings, serving as a member of the Association's bargaining team, or meeting with the College President during his/her work day shall not count toward the sixty (60) hour threshold.

ARTICLE III

EMPLOYER RIGHTS

The Association recognizes that the College has the responsibility and authority to manage and direct and otherwise control, on behalf of the public, all of the operations and activities of the College. The College retains all rights and prerogatives not specifically restricted by this Agreement. However, the Association maintains its rights under ORS 243.698 if the College considers changing a mandatory subject of bargaining during the life of this agreement that has not been previously negotiated.

ARTICLE IV

HEALTH AND SAFETY

- A. The College shall provide a safe and healthful working environment for all employees by complying with state and federal standards for workplace health and safety. No reprisals or discrimination shall be taken against any employee who makes disclosures of unsafe or unhealthy working environment. A grievance under this Section may be pursued only to Step 2 of the grievance procedure and shall not be the basis for an unfair labor practices complaint because of the availability of a remedy through state and federal agencies.
- B. Safety Committee shall exist at the College in accordance with state law, and shall include classified employee(s). Employees may report safety and health concerns to the Committee or to their supervisor.
- C. The College will provide protective clothing and equipment as required by OSHA or OR-OSHA.

ARTICLE V

STRIKES AND LOCKOUTS

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

ARTICLE VI

ASSOCIATION DUES AND FAIR SHARE

A. ASSOCIATION DUES

1. Any employee who is a member of the Association may authorize deductions of membership dues in the Association (ACEUCC/OEA/NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the College shall deduct and remit the monthly dues from the mid-month salary check of the employee each month, beginning in October of each year. (Deductions for employees who join the Association after November 1 shall be appropriately prorated so that payments will be completed by the following June.)
2. Withdrawing the payroll deduction for Association membership may be accomplished by writing a letter to the office of the Association and to the Human Resources Office and delivered between August 1 and October 1 of any year.
3. A computer printout or accurate listing of employees on Association dues deduction shall be sent to the Association, together with the remittance due to the Association, within five (5) days after the mid-month salary check has been received by the employees of the College.

B. FAIR SHARE

1. The College shall deduct a fair share fee equal to 100% of the dues of the Association (ACEUCC/OEA/NEA) from the pay of each employee who is not a member of the Association, beginning with the mid-October paycheck, as a fair share fee to the Association for collective bargaining and contract administration. Any fair share member may file objections with the Association to obtain reimbursement for that portion of fair share dues in excess of permissible ACEUCC/OEA/NEA expenditures as provided annually by OEA. Employees who are new to the College after November 1, who elect to be non-members of the Association, shall be fair share fee payers and have a prorated amount deducted by the College. This Fair Share agreement shall be construed to safeguard the rights of employees with religious objections under ORS 243.666.
2. Any employee who has not requested payroll deduction of Association dues under Article VI, Section A, of this Agreement, or who has not been certified by the Association to the College that his/her dues have been paid directly to the Association, shall be subject to the provisions of Article VI, Section B.

C. HOLD HARMLESS

The Association shall hold the College harmless from any claims against the College as a result of deductions paid to the Association.

ARTICLE VII

EMPLOYER RIGHTS

A. CRITICISM OF PERFORMANCE

Any criticism of performance, made by supervisors of employee's performance, shall be made in confidence. Violation of this section is subject to the grievance procedure.

B. REQUIRED MEETINGS

Whenever any employee is required by the College to appear before an supervisor/administrator, Board or any committee or member thereof, concerning any matter which could lead to discipline, adversely affect the continuation of that employee in his/her position or the salary pertaining thereto, he/she shall be given prior written notice of the general reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview in accordance with the parameters for representation rights established by the Employment Relations Board. Such representation shall be provided by the Association within a reasonable period of time (normally no more than three (3) College business days after the scheduling of the meeting), and the convening administrator shall be notified in advance of the meeting if legal counsel will be present.

C. NONDISCRIMINATION

1. All practices, procedures and policies of the College shall clearly demonstrate that there is no discrimination in the hiring, assignment, or discipline of bargaining unit members or in the application or administration of this Agreement on the basis of race, color, religion, national origin, union activity, gender, age, marital status, disability, sexual orientation, or association membership.
2. The College will not discriminate/retaliate against an employee because he/she makes a complaint, whether contractual or non-contractual.
3. Alleged violations of this Section (C) will not be pursued as a contract violation past Step 2 of the grievance procedure or as unfair labor practice under ORS 243.672(1)(g) before the Employment Relations Board if the employee has a remedy for the complaint under state or federal law.

D. PERSONAL LIFE

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

E. NOTICE OF RESIGNATION

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

F. COMPLAINT PROCESSING

1. Written Complaints

Any written complaint regarding an employee will be promptly investigated and called to the attention of the employee. If the College determines there is merit (i.e. could lead to discipline) to the complaint, it will be brought to the attention of the employee and a copy of the complaint will be provided within **five (5)** business days or as soon as the parties are available if during a break. **If the complaint is found to be without merit, no documentation will be placed in the personnel file.** The employee will be given an opportunity to respond to and/or rebut such complaint(s).

2. Oral Complaints

Any oral complaint(s) considered by the College to have merit (i.e. could lead to discipline) will be promptly investigated and will be brought to the attention of the employee within **five (5)** business days or as soon as the parties are available if during a break. The employee will be provided the name(s) of the complainant(s) and the nature of the complaint(s), and the employee will be given an opportunity to respond to and/or rebut such complaint(s). **If the complaint is found to be without merit, no documentation will be placed in the personnel file.**

3. Meeting with Complainant

The employee or administrator may request a meeting with the complainant(s). In such case, the administrator in charge of processing the complaint will convey that request to the complainant unless there are other reasons why such meeting should not

be scheduled. The meeting will proceed at the option of the complainant(s). Regardless of the results of any meeting involving the complainant(s) and the employee, the College is not precluded from proceeding to disciplinary action (written reprimand, suspension, or dismissal) if there is just cause for discipline.

ARTICLE VIII

EMPLOYMENT STATUS / DISCIPLINARY ACTION

A. PROBATIONARY EMPLOYEE

1. Employment Status

- a. Each new employee hired to a bargaining unit position shall be placed on probationary status beginning the date the employee starts to work. The probationary period shall be **nine (9)** months for all employees. **Employees will have full access to vacation, personal leave, and sick time.** Upon successful completion of the **nine (9)** month probationary period, he/she shall acquire regular status.
- b. Each existing employee that is reassigned, transferred, or promoted may be placed on three (3) months probation. Employee will have full access to vacation, personal leave, sick time, **and professional development funds.**
- c. If the employee is reassigned, transferred or promoted during the initial **nine (9)** month period of employment, the probationary period may continue up to a total not to exceed **twelve (12)** months. Total probationary period will be reviewed and mutually agreed upon by the Association and Human Resources Director.
- d. A probationary employee's supervisor may request, and the Director of Human Resources may allow upon mutual agreement by the Association, the employee to serve an additional one-time probationary period not to exceed three (3) months.
- e. In no case will an employee's total probationary period extend beyond twelve (12) months after the date of hire.

2. Disciplinary Action

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

B. REGULAR EMPLOYEE

1. Employment Status

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

2. Disciplinary Action

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

3. Temporary Employee

An employee in temporary status, as defined in Article I C., who has continuously worked for more than **nine (9)** months in the same position, and is subsequently selected for regular status from a qualified pool of applicants for the same position through the UCC application process, shall have their probationary period waived unless extension is requested according to Article VIII A.

1. c.

ARTICLE IX

PERSONNEL FILES

A. MAINTENANCE OF FILES

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

B. WORKING FILES

1. Nothing in this Agreement shall be construed to prevent or restrict immediate supervisors from maintaining individual working files which shall be deemed personal to the supervisor as part of their work product.
2. Materials from working files may only be used as evidence in proceedings when related to statements contained in the personnel file on the date of the College's action.

C. PLACEMENT OF MATERIALS AND REBUTTALS

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

D. INSPECTION AND USE OF FILES

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

E. REQUEST FOR COPY OF PERSONNEL FILE

The member or his/her designee will be provided upon request one copy of his/her personnel file per fiscal year at no cost to the employee.

F. USE OF PERSONNEL FILE MATERIAL

Materials may be expunged from the personnel file by mutual consent of the College and the member, in accordance with public records retention requirements and other applicable laws.

Disciplinary documents, upon the written request of the member, shall be expunged from the member's personnel file at the end of two (2) years from the date of a written reprimand, or three (3) years from the date of a disciplinary suspension or demotion, provided no other disciplinary action has been taken during that time period.

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

ARTICLE X

ASSIGNMENTS/VACANCY/TRANSFERS/JOB SHARING

A. ASSIGNMENTS

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

B. VACANCY

1. Whenever the College determines that a vacancy exists in a current bargaining unit position or new bargaining unit position, the College will first determine if the position will be filled through recall, and, if not possible via recall, will post the vacancy notice at the Human Resources Department, to all off-campus sites, and to all bargaining unit members by email and on the College web site for a minimum of five (5) calendar days prior to any off-campus advertising.
2. The vacancy notice will include the job title, job description, pay grade, hours per day, days per work year, and the title of the immediate supervisor. If the same job title has been opened within the prior three months, a candidate from the prior application pool may be selected without reposting the vacancy.

C. TRANSFERS

1. Voluntary Transfers

Any bargaining unit employee wishing to transfer to a vacant position shall make application at the Human Resources Department prior to the closing date for the position. Members may submit in writing to Human Resources a request that they be notified if a vacancy in a specific job **position** is posted.

2. Involuntary Transfers

- a. The College may transfer an employee to another college position for which the employee is qualified as long as compensation is not reduced. Such transfer will be discussed in advance with the Human Resources Director, the Association, and the employee. Such transfer must be justifiable and in no way be considered disciplinary or punitive.
- b. Involuntary transfers resulting in a loss in compensation, except as provided in Article XII (Reduction in Force), shall be considered disciplinary.
- c. Whenever an employee transfer is initiated by the College, the employee shall receive written notice at least fourteen (14) calendar days prior to the transfer and be given the opportunity to review the job description of the new position and to meet with the supervisor.
- d. In the case of involuntary transfer, a Memorandum of Agreement will be required to specify the conditions of the transfer.

3. Salary Placement/Seniority on Transfers

When a transfer results in a change in salary grade, the new salary will be determined in the following manner:

- a. If the new salary grade is higher than the employee's current grade, placement will be made to the step closest to, but not less than the current salary.
- b. Except as a result of voluntary transfer, disciplinary action or demotion due to performance, if the new salary grade is lower than the employee's current grade there shall be no reduction in the employee's current salary. In those cases which the employee's current salary falls within the new grade, the placement will be made to the step closest to, but not less than the current salary. The employee will be considered topped out at the salary grade, if the current salary falls above the new grade. The employee shall continue to be paid the current salary until such time as the grade range catches up with the current salary. Once the new grade range catches up with the current salary, the employee will resume bargained salary increases at scheduled times.
- c. The employee will transfer seniority into the new position as provided in Article XII, Reduction in Force.

D. TEMPORARY REASSIGNMENTS

1. Regular and probationary employees temporarily reassigned in writing by the College to a higher grade position shall assume all the duties and responsibilities of the assigned position and be considered working out of classification. A temporary reassignment shall be no longer than one (1) year without mutual agreement between the Association and the College. Without mutual agreement the position becomes vacant.
2. After more than 40 working hours in that reassignment, an employee shall be entitled to the rate of pay that is 5% higher than the salary he/she was receiving prior to the assignment, or the rate of the first pay step of the next grade, whichever pays the greater amount for the remainder of the assignment.

E. JOB SHARING

1. Job sharing shall refer to one full-time position (1.0 FTE) being voluntarily shared on an equal basis by two current employees.
2. Employees wishing to share one full-time position shall jointly submit a written proposal to the supervisor of the department and to the Human Resources Office. The proposal shall include a plan for the division of responsibilities and the work year schedule.
3. Insurance benefits, leaves, and other benefits will be split equally between the two job-sharers. Each shall be placed on the salary schedule step on the basis of his/her own prior experience and qualifications.
4. If, during the job share, one of the participants is unable to continue in the job share assignment, the College will determine if the job sharing will continue with a new partner. Otherwise, the remaining job sharer shall be required to return to full-time work or to resign.
5. All decisions about job shares (initial approvals, any changes and whether or not to continue a job share) are at the sole discretion of the College.

ARTICLE XI

EMPLOYEE EVALUATION

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

A. EVALUATION FORM

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

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

B. TIMING

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

C. EVALUATION MEETING

1. The supervisor shall meet with the employee during a scheduled meeting to review the evaluation and the optional self-evaluation.
2. If the supervisor has rated any portion of the regular employee's job performance as unacceptable, the supervisor must provide written suggestions for improvement to the employee.
3. In instances where any component of a regular employee's job performance has been listed as unacceptable on the evaluation, the employee will be given a minimum of at least one month to meet acceptable standards. A follow-up progress report on that component alone must be filed in the Human Resource Office within six (6) months of the previous evaluation.
4. The employee shall sign the evaluation form at the conference and be given a copy of the evaluation and any supporting documents at that time. Such signature shall only indicate that the employee has read the evaluation.

D. EMPLOYEE COMMENTS

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

E. PLAN OF ASSISTANCE

1. If performance issues deemed unacceptable in the employee's evaluation, as stated in section C. 3. above, could affect decisions about continued employment, the employee will be entitled to a Plan of Assistance.
2. "Plan of Assistance" is a written plan to help the employee improve work performance.
 - a. The Plan identifies specific deficiencies in the employee's performance as documented in an evaluation that is not more than 6 months old.
 - b. The Plan must include specific expectations and corrective steps the employee may pursue to overcome or correct the deficiencies.
 - c. The Plan must include specific support the College will provide to encourage employee success.
 - d. The Plan sets a timeline for improvement which shall not be less than thirty (30) days.
 - e. The Plan identifies what will occur if the Plan of Assistance is or is not met.
3. If the supervisor(s) determine(s) the need to initiate a Plan of Assistance, the employee will be notified in writing prior to scheduling the initial meeting. The employee will meet with the supervisor(s) responsible for administering the plan for the purpose of discussing the plan, asking questions, and seeking clarification of its requirements. The employee will have opportunity to provide input toward corrective actions. The employee is entitled to Association representation in this meeting, or any other meeting with supervisor(s) regarding the plan.

4. No performance evaluation or identified need for improvement is considered formal unless the supervisor has worked through the process with the Human Resources Director.
5. A Plan of Assistance for improvement is not disciplinary action.

ARTICLE XII

REDUCTION IN FORCE

A. LAYOFF

1. Preliminary Notice

- a. As soon as reasonable after the College administration determines that reduction in force may be necessary, but prior to any College Board action authorizing implementation, the College shall furnish the Association with the reasons and justifications for the proposed action, the specific position(s) to be affected, and the proposed time schedule for the action(s). The College will then schedule meetings with the Association and such employees as the Association and the College invite to discuss and consider alternative actions (such as reassignment, transfer to another position [see Article X], or retraining).
 - b. If, after such meetings occur, as described in 1.a. above, the College proceeds with Board action for implementing reduction in force of employees, the College shall schedule a meeting with the Association to discuss implementation procedures.
2. When the College determines by Board action the need for a reduction in force, the Association and any impacted employee(s) shall be given written notice at least sixty (60) calendar days prior to the effective date of layoff.
 - a. Notice to the Association will include the reasons and justifications for the proposed action, the specific position(s) to be affected, and the proposed time schedule for the action(s).
 - b. Notice to the impacted employee(s) will include a list of the College's vacant positions, a list of the positions(s) the impacted employee would be eligible to bump into based on job grade and seniority (with qualifications to be confirmed by the Director of Human Resources), and the proposed time schedule for the action(s).

B. ORDER OF LAYOFF

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

1. Non-bargaining unit employees by position.
2. 0.5 FTE or greater temporary employees by position.
3. 0.5 FTE or greater probationary employees by position.
4. Regular 0.5 FTE employees or greater by position.
5. Regular 1.0 FTE employees by position.

C. PROCEDURE OF LAYOFF

1. For the purpose of layoff and recall, full-time and part-time employees' layoff and recall rights will be limited to their respective employment status of fulltime and part-time within the bargaining unit.
2. The college shall determine the positions(s) to be reduced.
 - a. When there is more than one employee in a position selected for reduction, layoffs shall be in reverse order of seniority subject to the order listed in Section B above, except where a lower seniority employee possesses special skills and ability that the College needs to retain. However, the more senior employee shall have the right to obtain or demonstrate the needed special skills and ability prior to the effective date of the layoff in order to retain employment. Meetings between the Association, Human Resources Director, and the affected area's management team to discuss the issues at hand will take place at least thirty (30) calendar days before any decision is rendered or made public. The association and the employee will have opportunity to suggest alternative plans.
 - b. When there is only one employee in a position selected for layoff, that employee will be laid off.
 - c. Employees who have been notified of layoff will be entitled to bumping and recall rights, in accordance with Sections D and E below.
3. Vacant positions that the college has decided to fill shall be first offered to employees who have been notified of layoff as long as they are qualified for the position. In the event that more than one laid off employee is qualified for the position, the employee with the greatest seniority shall be offered the position first, and continuing in that order.

D. BUMPING

1. Rights

- a. Bumping is available to all employees. Part-time Association employees may only bump into part-time Association positions. Full time employees may bump into part-time Association positions.
- b. Bumping can only occur to the same or lower grade positions.
- c. In order to bump, the bumping person must have greater seniority and meet the position's qualifications.
- d. An employee who is unable, or chooses not to bump, shall be placed on layoff status.

2. Procedures

- a. **The employee** notified of impending layoff must inform the Director of Human Resources (or designee), in writing, within ten (10) business days following the notification of layoff, of his/her desire to bump into another position **and into which position they intend to bump.**
 - b. The employee bumping shall retain his/her current salary, if it is with the salary grade of the position to which he/she has bumped. If the bumping person's current salary is higher than the maximum of the new position, the employee's salary shall be the top step of the **grade** for the new position.
3. **Employees who bump into another position shall be placed on probationary status for a period of three (3) months as outlined in Article VIII A.1.b. unless they have occupied that position previously.**

E. RECALL

1. **Recall Period**

For a period of thirty (30) months following the date of layoff, an employee shall be classified as on recall status, and his/her name will be maintained on the recall eligibility list. If a position has not been accepted within this period, the employee shall be removed from the recall list.

2. **Direct Recall**

An employee who is laid off shall be recalled, in order of seniority, as positions become available that are the same or lower grade as the position he/she was laid off from **provided** the employee meets the minimum job qualifications. **Employees shall choose to receive recall notices by email to their personal email address or by next day delivery mail. Recall notices will be sent to the most recent electronic or physical address provided to the College by the employee. Employees must notify the Director of Human Resources or designee of their decision within five (5) business days from the date the recall notice was sent. If no notification is received by that date, the recall shall be presumed to be declined. Employees** who were less than 1.0 FTE before layoff shall not be recalled to vacant positions of 1.0 FTE but may compete for those positions through the application process.

3. **Potential Recall**

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

4. **Post Recall Probationary Status**

Employees recalled **shall be placed on probationary status for a period of three (3) months as outlined in Article VII A.1.b. unless they have occupied the position previously.** During that period, either the employee or his/her supervisor may terminate the placement and the employee will remain on the recall list for the remainder of the original thirty (30) months of eligibility.

5. The College will provide tuition waiver to the employee for all classes during the thirty (30) months of recall and to the employee dependents for the first **twelve (12)** months of recall if room is available in the class.
6. Upon layoff, the impacted employee will continue College paid benefits for one month following the month of layoff.
7. An employee on layoff status shall promptly inform the Director of Human Resources, in writing, of any change of **physical and/or electronic** address.
8. While on layoff, an employee shall not accrue any seniority. However, upon recall, the College will recognize all previous seniority, sick leave accumulation, vacation days status, and the salary step the employee earned at the time of layoff with the addition of any additional step earned upon return.

F. GRANT FUNDED / SELF-SUPPORT POSITIONS

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

ARTICLE XIII

JOB POSITION AND GRADE SYSTEM

A. CLASSIFICATION SYSTEM

The College will maintain a position and salary grade classification system. Together, the College and the Association will review the need for job studies every four years, evaluate and/or re-evaluate classified jobs according to the classification system and revise the classification system and related procedures as deemed necessary. The College and Association will form a joint committee with no more than three (3) representatives appointed by each party to create and maintain a set of standards, qualifications, and requirements for each grade to ensure consistency.

B. JOB DESCRIPTION

At the time of job entry, or in the event that a job description is revised or reclassified, the Human Resources office shall provide to each employee a copy of the description assigned to that employee's position. Such job description shall indicate the grade level placement for the job occupied by the employee. Job descriptions shall be written using the format in the sample (Appendix E).

C. JOB DESCRIPTION CHANGE/NEW CLASSIFICATION

During the term of this Agreement, if the College is implementing a substantial change or a new position is to be created, the pay grade for that position shall be subject to negotiations upon request by the Association. A copy of the proposed change/new position description shall be submitted to the Association along with a written explanation of the change/new position and the proposed salary grade. The Association shall have ten (10) business days from receipt of the changed/new position description to state in writing that the Association wants to commence bargaining on the position's salary. If the Association fails to respond within ten (10) business days, the College's proposed salary range shall not be subject to negotiations during the term of the contract. Bargaining will take place under ORS 243.698 starting within fifteen (15) business days of the Association's request to bargain the grade placement.

D. CLASSIFICATION REVIEW

1. Initial Reclassification Request

- a. If an employee believes that his/her job has changed such that it requires a substantially different level of skills, ability, or level of responsibility than existed when the pay for the job was last bargained, the employee may file a Reclassification Request Form (see Appendix D) with Human Resources. Such request should include those changes in duties, responsibilities, functions, requirements, and/or working conditions that cause the employee to believe his/her position should be reclassified. The current and proposed job description should be attached.
- b. Within twenty (20) business days, the Labor/Management Committee and the Human Resources Director shall jointly make a decision on the request. The Human Resources Director will then communicate the decision to the employee and supervisor.

2. Reclassification Appeal

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

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

3. Reclassification Request/Appeal Results

- a. If a reclassification request/appeal determines that a higher level of skill or ability or responsibility is required of the employee than when last bargained, the College may reduce the level of responsibility or required skill or ability or may

bargain with the Association over the appropriate pay rate.

- b. All reclassifications that result in a higher salary grade will be paid retroactive to the date that the reclassification request was filed. Placement on the new salary grade will be at Step 1 or a step that is at least 5% over current salary, whichever is greater.
- c. If an employee's current position/duties are reduced as described in D.3.a, the employee shall be paid at the higher level for the days worked in the higher skill, ability, or level of responsibility for the period beginning 60 business days prior to the reclassification request or the date when the change to higher duties occurred, whichever is less, and ending on the date when the duties were reduced.

ARTICLE XIV

COMPENSATION

A. WAGE

1. The Classified Wage Schedule (Appendix A) will continue to be implemented with annual steps on July 1st until each employee reaches the top step of their grade, with the following increases:

Effective retroactively to July 1, 2017, the first step of each grade on the Classified Wage Schedule will be increased 1% and the index will be increased to 2%.

On July 1, 2018 and again on July 1, 2019 step 1 of each grade will be increased by 1%.The index between each step shall remain 2%.

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

On July 1st each employee who has completed at least 19 years of continuous full-time equivalent service during the previous fiscal year will receive a 1% longevity bonus beginning in 2018. The longevity bonus will increase 1% over the previous year every subsequent July 1st until the employee separates from the College. The longevity bonus is in addition to any step increase.

B. INITIAL PLACEMENT CRITERIA

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

C. PAYMENT SCHEDULE

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

D. COMPENSATION FOR EXTRA RESPONSIBILITIES

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

E. PERS/OPSRP

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

ARTICLE XV

EMPLOYEE BENEFITS

A. INSURANCE BENEFITS AVAILABLE

For each eligible full-time bargaining unit member who has elected to participate in the 2017-18 benefit year, the College shall contribute \$1230 per month toward the purchase of the insurance benefits listed below through June 30, 2018.

Effective July 1, 2018 the College shall contribute \$1280 per month toward the purchase of the insurance benefits listed below for each eligible full-time bargaining unit member who has elected to participate.

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

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

1. For each employee who selects a plan with a Health Savings Account (HSA) option the College shall contribute any remaining premium contribution, after the monthly premium has been paid, into the employee's HSA account until it is no longer allowed by state law, statute, or OEBC rule.

B. LONG-TERM DISABILITY INSURANCE

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

C. DOMESTIC PARTNER COVERAGE

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

D. SECTION 125 PLANS

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

E. CONTINUATION OF BENEFITS

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

F. EARLY RETIREMENT

1. Eligibility for Early Retirement benefits shall require the employee to have been hired prior to July 1, 2007 and either:
 - a. The employee shall be 58 years of age and have completed a minimum of fifteen (15) years of full-time equivalent service for the College; or
 - b. The employee shall have completed a minimum of thirty (30) years of full-time equivalent service for the College.
2. Early retirement benefits shall include the following:
 - a. For the retiree and their spouse/domestic partner, the College shall contribute the premium amount equal to that of active members under the current benefit plan. Such premium payments for the retiree will continue for the life of the retiree or until the retiree becomes Medicare eligible, whichever comes first. Such benefits/premium payments for the retiree's spouse/domestic partner will continue for six (6) months beyond the life of the retiree or until the spouse/domestic partner becomes Medicare eligible, whichever comes first.
 - b. The same tuition waiver for classes as provided currently employed members will be available to the retiree, regardless of age.
 - c. Early retirement does not preclude the employee from continuing employment on a part-time or contract basis at the option of the College.
3. Approved paid or unpaid leaves of absence do not constitute a break in continuous years of service, but will not be counted as

time served for this option.

4. A minimum of six (6) months notice must be given prior to the planned date of retirement. Normally, retirements should be effective at the end of an academic term. This requirement may be waived by the College President.
5. A "Lifetime Pass" will be granted to a retiring employee who has worked at the College for ten (10) or more years. The pass will entitle the member and one guest to free admission to college- sponsored events including athletic events. This pass will also allow the member and their spouse/domestic partner free tuition (but not fees) to classes.

G. TUITION WAIVER

1. Eligibility

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

2. Annual Allotment

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

3. Employee Enrollment in Classes

An employee may enroll in a class provided that:

- a. attendance does not interfere with the employee's regular responsibilities,
- b. he/she has first received permission from his/her Supervisor if the class is taken during his/her normal work day,
- c. rescheduling of assigned duties is appropriate and manageable.

4. Waiver for Dependents of Deceased Employees

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

ARTICLE XVI

HOLIDAYS AND VACATION

A. HOLIDAYS

1. All employees whose contract period includes any of the holidays listed in Section A.2, will be paid for the holiday at their regular daily rate of salary. This includes employees on a paid leave.
2. The following days (plus two (2) additional days between December 25 and January 1) are recognized as holidays.

New Year's Day (January 1st)

Martin Luther King Jr. Day (Third Monday in January) President's Day (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September) Veteran's Day (November 11th)

Thanksgiving Day and the day following (4th Thursday in November) Christmas Day

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

Sunday - Monday for each

Monday - Monday for each

Tuesday Christmas - Monday and Tuesday

New Years - Tuesday only

Wednesday Christmas - Tuesday and Wednesday

New Years - Wednesday only

Thursday Christmas - Thursday and Friday

New Years - Thursday only

Friday Christmas - Thursday and Friday

New Years - Friday only

Saturday - Friday for each

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

3. **Employees** whose regular day off falls on one or more of the above listed holidays will be given a compensatory day off at the member's authorized percent for each such day. Such compensatory day off will be scheduled by the College within the same payroll period as the holiday.
4. **Employees who are** required to work on any of the above listed holidays shall be compensated at two times his/her regular hourly rate in either pay or compensatory time.
5. Part-time employees shall be paid for the hours normally scheduled to work on any closure day.

B. VACATION

1. **Effective July 1, 2018**, each full-time **employee** will **accrue** vacation hours according to the following schedule:

YEARS OF SERVICE VACATION HOURS

0 - 5 years, 80 hours each fiscal year at 3.33 hours per pay period

6 - 10 years, 120 hours each fiscal year at 5.00 hours per pay period

11 or more years, 160 hours each fiscal year at 6.66 hours per pay period

2. Upon severance or termination of **an employee**, such **employee** shall be paid for accrued but unused vacation credit at the rate of pay that it was **earned**.
3. Up to two years **of vacation** may be accrued.

MAXIMUM VACATION BALANCE BY YEARS OF SERVICE

0 - 5 years, 160 hours

6 - 10 years, 240 hours

11 or more years, 320 hours

With approval of the College President **or designee, accrual maximums may be extended an additional three (3) months.**

4. Vacation **begins accruing upon date of hire**. Example: An employee hired January 1 will **accrue** forty (40) hours **over the next six (6) months**. Employees will have access to vacation accrual information.

5. Schedule for vacation must be approved by the employee's supervisor. Vacation plans extending beyond eighty (80) working hours requires approval by the appropriate member of the Senior Leadership Team. Vacation requests should be submitted at least three (3) days in advance.
6. Twenty (20) vacation hours will accrue each year to part-time employees. Any employee moving from a part-time to a full-time position will have the choice of being paid for unused vacation hours or carrying them over to the full-time position. All other conditions of vacation time for full-time employees listed above will apply.

7. TRANSITION TO ACCRUED VACATION

Employees will be permitted to take vacation prior to having earned it with approval by the immediate supervisor and the Director of Human Resources. The right to maintain negative vacation balances will be limited to fiscal years 2018-2019 and 2019-2020 unless special circumstances exist to justify negative vacation balances beyond that fiscal year.

The transition to an accrual method will not result in a reduction of vacation pay earned.

ARTICLE XVII

WORK HOURS AND OVERTIME

A. REGULAR WORK DAY AND WEEK

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

B. BREAK PERIOD

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

C. MEAL PERIOD

1. Employees shall be granted a meal period of not less than one-half hour (30 minutes) during each work shift of six (6) hours or more. Such meal period shall be without pay.
2. Exceptions to this rule are:
 - a. During the summer 10-hour work schedule the one-half hour (30 minute) meal period shall be with pay.
 - b. Custodians and campus security shall receive a one-half hour (30 minute) paid meal period during each work shift of six (6) hours or more.

D. OVERTIME

1. All work performed by an employee over forty (40) hours per week shall be paid in accordance with ORS 653.268. Sick leave time, vacation and holiday time are excluded from counting toward the forty (40) hour maximum. All work above this maximum during the regular seven-day (168-hour) work week designated by the employer shall be paid at time and one-half of the employee's regular rate of paid, except when such time is a result of a scheduled shift change.
2. If the college determines that budgeted funds are not available for the payment of overtime, such overtime shall be paid in compensatory time off at not less than time and a half. The employee will have up to one year from the time of earning compensatory time to utilize the compensatory time. Written records of accumulating and using compensatory time will be maintained by the supervisor and signed off by the employee and supervisor at the time compensatory time is earned and used.
3. All overtime must be pre-approved in writing by the supervisor.

E. VOLUNTEER WORK RESTRICTIONS

As restricted by Oregon's Wage and Hours Laws, the College may not ask, and employees may not volunteer, without pay, to do the same work that they normally do in their paid positions.

F. CALL-BACK PAY

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

G. IN-SERVICE

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

H. STAFF MEETINGS

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

I. SHORT-TERM COLLEGE FACILITY CLOSURE

1. In the event that any College facility is closed due to inclement weather or short-term hazardous or emergency conditions, members who normally report to duty at that facility but are not required to report will not suffer a reduction in pay. The College reserves the right to reschedule these days and require those members who had not been required to report originally to work the rescheduled days without additional pay. Pre-arranged leave days will be charged as arranged, despite emergency closure on those days.
2. Members required to report for duty to a closed or delayed facility will be paid at their regular rate or at the overtime rate if Section D above applies.
3. No employee shall be disciplined for not reporting to duty, if the employee is endangered by attempting to report to work. The employee may, at his/her option, report the day as a vacation day, personal leave day, or be docked his/her salary for that day.

ARTICLE XVIII

CLASSIFIED TEACHING PROCEDURE

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

- A. All classified employee teaching assignments must receive prior approval by their direct supervisor and the appropriate Dean/VP.
- B. The maximum teaching load for any classified employee must be less than a 0.68 FTE load of classes per academic year.
- C. For part-time classified employees:
 - 1. The teaching assignment does not conflict with their work schedule, and
 - 2. The number of work hours per week as a Classified employee plus their number of contact hours per week as an instructor do not total more than forty (40); or the supervisor(s) agree to pay the employee at the overtime rate which will be calculated pursuant to the Fair Labor Standards Act.
- D. For full-time classified employees:
 - 1. The supervisor of the employee's classified position agrees to "reassignment" of the employee for the number of classroom contact hours he or she will be teaching. This "reassignment" time will be paid, but will not lower the employee's benefits (e.g., medical insurance payment, holiday, vacation time, sick leave accrual, etc.).
 - 2. The supervisor(s) agree to pay the employee at the overtime rate if applicable.

ARTICLE XIX

PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Sick leave is a benefit that the employee is contractually and legally entitled to use to cover absences due to accident, illness, doctor or dental appointments of employees or members of the immediate family when the presence of the employee is required or other absences in accordance with applicable law. The employee is not required to disclose the nature of the health concern to his or her supervisor. However, disclosure may be required by Human Resources as needed by federal and state laws to determine eligibility for benefits such as FMLA/OFLA. Members of an employee's immediate family are defined as parent, step-parent, or legal guardian; spouse or domestic partner; children, step-children, or grandchildren; grandparents; mother-in-law, father-in-law, son-in-law, or daughter-in-law; and siblings or other member of the immediate household. Depending on the situation, other persons may be included or a greater period of accumulated sick leave may be allowed at the discretion of the President or designee.
2. Up to twelve (12) weeks (60 work days) of accumulated sick leave may be used within a rolling one- year period to cover the member's absence due to the illness or injury of members of the immediate family, as described in A.1 above, when the presence of the employee is required.
3. Full-time employees shall accumulate Sick Leave at the rate of eight (8) hours per month worked. Unused sick leave for employees shall accumulate for an unlimited number of days.
4. Any disability due to pregnancy shall be included within the definition of accident or illness for sick leave purposes.
5. Sick leave allowance shall be credited to the employee's account from beginning of employment with the institution. However, during the first sixty (60) calendar days of employment, the employee may only use the sick leave that has been earned to the date of the leave (at a rate of one day per month worked). Each employee shall have access to a record, showing the number of hours allowed for that year and the number of hours of unused sick leave remaining.
6. When an employee is absent in excess of five (5) consecutive working days or the College has reason to believe the employee is engaging in a pattern of abusing sick time, certification by a health care provider may be required. Certification should document that the employee is unable to work for personal or family medical reasons. In the event an employee is using sick leave for the purposes outlined in ORS 659A.272, certification in accordance with ORS 659A.280 will be accepted.
7. In the event of repeated or longer term medical absences, FMLA/OFLA may apply. Either the Human Resources Director or the employee may initiate discussion regarding the use of FMLA/OFLA leave of absence (see information on FMLA/OFLA following in Article XX) and how it may be appropriately applied.
8. When an employee is to be absent, he/she shall notify, if possible, his/her immediate supervisor at the earliest possible time to minimize the impact to students and other college employees.
9. Employees absent because of illness must report their missed time using the College approved process.
10. Sick leave may be used to cover absence due to on-the-job injury or occupational incident. Sick leave may be used for the waiting period before workers compensation time loss payments begin as well as the differential between the amount of workers compensations time loss payments and the employee's regular wages.
11. Full-time employees hired from other schools and colleges within Oregon may transfer up to ten (10) days of sick leave accumulated with that school to Umpqua Community College.
12. Employees who work less than full-time shall earn sick leave per month worked based on their scheduled FTE (FTE x 8). This sick leave shall be allowed to accumulate to a maximum of one years equivalent hours (e.g. 0.5 FTE x 8 hours x 10 months worked = 40 hours).

B. BEREAVEMENT LEAVE

1. A full-time employee will be granted three (3) in-state, or five (5) out-of-state days of leave without loss of salary for the death of any member of the employee's family as defined in section A. 1. above, or any other person who has lived with the family for a significant period and is considered a family member. If an eligibility question arises, the Director of Human Resources will review and approve requests.
2. If necessary, additional days of leave shall be granted and deducted from sick leave or vacation days or personal leave after discussion with the immediate supervisor.
3. Bereavement leave, effective 1/1/14, will be managed in accordance with the Oregon Family Leave Act. Employee should contact Human Resources for information.

C. EMERGENCY LEAVE

Full-time employees shall be granted short-term emergency leave by their immediate supervisor for emergencies beyond the employee's immediate control. Whenever circumstances permit, employees are expected to seek advanced approval of paid emergency leave.

D. JURY DUTY AND OTHER COURT APPEARANCES

1. An employee shall be granted leave with pay for required appearances in court or hearings resulting from a subpoena to appear to testify where the employee is not personally involved in the action as the plaintiff, the defendant or the object of the investigation. Any remuneration excluding expenses received for such appearances shall be endorsed to the College.
2. During the period of time an employee is on jury duty, he/she will be responsible for reporting for duty at the College on those days when he/she is not required to report for—or is excused for the day from—jury duty.
3. An employee shall be granted leave with pay for required appearance in court or hearings resulting from a subpoena to appear to testify where the employee is not personally involved in the action as the plaintiff, the defendant or the object of the investigation or called on behalf of the Association in any action against the College. Any remuneration excluding expenses received for such appearances shall be endorsed to the College.

E. PERSONAL LEAVE

During the first six (6) months of employment, each full-time employee shall be entitled to use eight (8) hours of paid personal leave. After the first six (6) months of employment, each employee shall be entitled to use an additional personal leave day during the remainder of the fiscal year. After the first year of employment, employees shall receive sixteen (16) hours of personal leave per fiscal year. The employee shall not be required to state the reasons for said leave. This leave does not accumulate from year to year. Arrangements must be made in advance as mutually agreed with the immediate supervisor. A third personal leave day will be scheduled by the College during the winter holiday break period (for full and part-timers).

F. BONE MARROW LEAVE

Oregon law allows that employees who donate bone marrow will be granted a leave of absence not exceeding the amount of his/her accrued paid leave or forty (40) work hours, whichever is less.

G. MILITARY LEAVE

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

H. SICK LEAVE BANK

1. Full-time employees may donate a yearly maximum of forty (40) hours of their accrued sick leave credits to the sick leave bank. An employee member may receive a yearly maximum of 240 hours of donated sick credits. This will assist an employee member in getting through a difficult illness or family situation, and enable them to return to work. The employee member donating must maintain a minimum balance of forty (40) hours of sick leave, which they cannot donate.
2. Employee members are eligible to receive donated credits if:
 - a. They are eligible to receive sick leave;
 - b. They are not eligible for Worker's Compensation;
 - c. They are not eligible for LTD;
 - d. They have exhausted all of their sick leave, personal leave days and vacation days;
3. Sick leave bank credits may be used for serious illness or injury for the employee member or employee's family as defined in section A. 1. above. Other individuals may be included with prior approval of the Human Resources Director and a representative to the Association.
4. Employee members must provide a certificate from a health care provider to be considered eligible for the sick leave bank. Approval of eligibility for the sick leave bank shall be made by the Human Resources Director and a representative of the Association.
5. Sick leave credit donations shall be made in no less than four (4)-hour increments. If the meeting of the Human Resources Director and Association representative is delayed, donated sick leave credits may be used by the recipient on a retroactive basis beginning the day after sick leave credits, personal days, and vacation days are exhausted.
6. Employee members wishing to request or donate sick leave credits should contact the Director of Human Resources. The sick leave account will be maintained by the Payroll Department.

ARTICLE XX

UNPAID LEAVES OF ABSENCE

A. EXTENDED LEAVE OF ABSENCE

1. Upon request, an employee may be granted an extended leave of absence without pay for up to one (1) year and may, upon approval by the College, be extended for up to an additional year.
2. Except in emergency situations, requests for such leave shall be submitted to the Director of Human Resources in writing at least two (2) months in advance of the date on which the leave is to commence. The response to such request will be given to the employee in time to allow the employee adequate time to make necessary arrangements prior to the period for which the leave is being requested.
3. While on such unpaid leave (greater than 12 weeks), the employee shall be allowed to continue to be covered by the College's insurance programs at the employee's expense.
4. Upon return to the College, the employee will be placed in the same job position as was vacated for the leave. If the employee's position is eliminated due to a reduction in force while the employee is on leave they will have the opportunity to follow the Procedure of Layoff as outlined in Article XII.
5. Upon return to the College, the employee will be reinstated at the same salary schedule placement and seniority, which the employee occupied at the time the leave was granted.
6. Seniority will not accumulate while an employee is on an extended leave of absence.
7. Upon return to the College, all benefits to which the employee was entitled at the time his/her unpaid leave of absence commenced, and which are currently in effect for bargaining unit members, shall be restored to the employee.
8. If a leave of absence has been granted to participate in a professional work program, an exchange program, or a professional study program, in which unpaid leave was granted, the employee, upon return to College employment, will be required to submit a report to his/her immediate supervisor to be shared, where deemed beneficial, with other college employees.
9. In all instances of leave of ninety (90) days or more, the employee on leave shall, no less than thirty (30) days prior to the end of the scheduled leave, notify the College in writing that the employee intends to return to College employment at the end of the said leave. All extensions or renewals of leaves shall be applied for in writing. Approval or denial shall also be in writing. Failure of the employee upon leave of ninety (90) days or more to give the advance notice of intention to return by the end of the leave may be treated by the College as that employee's resignation. Failure of any employee to report for duty at the end of such leave shall be deemed as the resignation of the employee.

B. SHORT TERM LEAVES OF ABSENCE

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

C. FAMILY MEDICAL LEAVE

1. Employee members may take family leave without compensation for up to twelve (12) weeks within a one (1) rolling year period for their own injury or illness, or for the care of a family member who suffers from serious health conditions. Family member means the spouse or domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, a parent-in-law of the employee, a grandparent, a grandchild, or a person with whom the employee was or is in a relationship of in loco parentis. The employee must provide certification of need for leave, both before the leave begins and periodically thereafter, from the health care provider. Accumulated sick leave, vacation leave and personal leave must be used for such leave. Employee members will start to utilize family medical leave from the first day of being qualified for its use. Insurance benefits for eligible employees will continue through an employee's FMLA/OFLA leave of absence. If the member does not return after the leave, the College may recover premium costs for any unpaid leave days.
2. At the end of the twelve (12) weeks of FMLA/OFLA, the employee member unable to work due to his/her own personal illness or injury may continue to use any additional vacation days and/or sick leave days still available and sick leave bank days.
3. Employees returning from family medical leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.

ARTICLE XXI

PROFESSIONAL GROWTH AND DEVELOPMENT

A. TUITION AND EXPENSES FOR REQUIRED ACTIVITIES

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

B. STAFF DEVELOPMENT FUNDS

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

1. The College shall increase this pool by 10% for each year of the contract.
2. Employees **in their initial probation period may apply for up to \$500 in professional development funds.**
3. Full and part-time classified may **apply** for up to \$1,000 each per year until the funds are exhausted.
4. A Staff Development Committee shall be established with three (3) classified staff members, selected by the Association to evaluate applications, develop rules of use and criteria which will be mutually agreeable to the ACEUCC and the College. The Committee will manage the professional development funds for the benefit of classified employees, will authorize the expenditure of funds, and will make reports back to the Association regarding the usage of funds.
5. The time needed for staff development activity must be approved by the supervisor. Once approved, there will be no loss in hours normally scheduled to work for the employee. Any time spent outside normally scheduled work hours will not be compensated with flex time or overtime.
6. Any unused money will be carried forward at the end of each fiscal period.

ARTICLE XXII

GRIEVANCE PROCEDURE

A. PURPOSE

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

B. STEPS

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

1. Step 1

- a. An employee shall be responsible for instituting the first step of the grievance procedure by contacting the immediate supervisor within 15 days after the facts upon which the grievance is based, or first become known to the employee, to arrange an informal meeting to make an earnest attempt to resolve the grievance.
- b. If the issue is not resolved informally, within ten (10) days of the informal meeting, the employee may submit a completed **Grievance Form** (Appendix C) to the Human Resources Director within ten (10) additional days. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought. (Steps 1. a. and 1. b. are a maximum of thirty (30) days.)
- c. The Human Resources Director will designate an impartial College administrator from outside the division where the grievance is occurring who, shall review the grievance, arrange for necessary discussions, and give a written answer to the grievant with a copy to the Association, within ten (10) days after receipt of the written grievance. If no response is received within the 10-day period, the grievance will immediately advance to Step 2.

2. Step 2

- a. If the grievance is not resolved in Step 1, the grievant may file the grievance in writing to the College President. Such appeal shall occur within ten (10) days after receipt of the written answer in Step 1.
- b. The President or his/her representative shall review the grievance, arrange for necessary discussion, and give a written answer to the employee with a copy to the Association no later than ten (10) days after receipt of, or expectation of, the written grievance.

3. Step 3

- a. Grievances not settled in Step 2 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, whether individual or Association, should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall file a written notice of a request for arbitration to the President within fifteen (15) days following the President's written answer in Step 2.
- b. Within ten (10) days after a written notice of arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of seven (7) arbitrators, who reside in Oregon or Washington, from the State Employment Relations Board, Conciliation Service Division and, upon receipt of same, alternately strike names until one (1) remains, and submit the matter to arbitration.
- c. The hearing and all other proceedings shall be conducted according to the voluntary rules of the American Arbitration Association.
- d. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement, nor reach a decision contrary to public policy of the State of Oregon or the United States as clearly defined in statutes and/or judicial decision, or make any decision in any matter not specifically addressed by the Agreement, and his/her decision shall be based on whether or not the Agreement has been violated.
- e. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

C. COSTS OF ARBITRATION

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

D. INITIATION OF GROUP GRIEVANCES

1. Where more than one employee has a common grievance, the Association may initiate a group grievance on their behalf. In such a case, a written grievance may be filed originally with the Human Resources Director, who shall designate the grievance hearing officer who will initially hear the grievance.
2. The same steps and time intervals shall apply as in the individual grievances.
3. The Association shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the President. The remainder of the procedure shall be as provided for the individual grievances.

E. GENERAL PROVISIONS

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

ARTICLE XXIII

GENERAL PROVISIONS

A. PRECEDENCE OF AGREEMENT

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

B. SEPARABILITY

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

C. INDIVIDUAL EMPLOYMENT CONTRACTS

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

D. DISTRIBUTION OF AGREEMENT

Following ratification of this Agreement by both parties, the Association shall arrange to print this Agreement. The cost of the printing and distribution of the Agreement shall be borne equally by the Association and by the College. The College shall arrange to distribute copies of this Agreement to aforementioned parties. All classified new to the College shall be provided a copy of the Agreement by the College upon their date of hire, and such Agreement shall be available for review by all applicants for bargaining unit positions on the College's web site.

E. CHANGES IN PERSONNEL POLICIES

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

F. MODIFICATION OF AGREEMENT

This agreement may not be modified in whole or in part except by an instrument in writing duly executed by the parties.

ARTICLE XXIV

TERM AND EXECUTION OF AGREEMENT

A. DURATION

This Agreement shall be effective as of July 1, 2017. It shall be binding on the College and the Association and shall remain in full force and effect through June 30, 2020, except that either party shall have the right to re-open Article XV Employee Benefits for the 2019-20 contract year. If a party chooses to re-open, they shall notify the other party in writing by March 1, 2019 of their intent to re-open and bargain.

B. SUCCESSOR AGREEMENT

Negotiations for a successor agreement shall begin by March 1, 2020. If the contract expires prior to completion of negotiations, this Agreement shall remain in effect until the successor Agreement is ratified.

APPENDIX A

CLASSIFIED WAGE SCHEDULE

Effective July 1, 2017																		
Step Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
100	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.69	29.26	29.84	30.44	31.05	31.67	32.30	32.95	33.61	34.28
90	21.87	22.30	22.75	23.20	23.67	24.14	24.63	25.12	25.62	26.13	26.66	27.19	27.73	28.29	28.85	29.43	30.02	30.62
80	19.45	19.84	20.24	20.64	21.06	21.48	21.91	22.34	22.79	23.25	23.71	24.19	24.67	25.16	25.67	26.18	26.70	27.24
70	17.13	17.47	17.82	18.18	18.54	18.91	19.29	19.68	20.07	20.47	20.88	21.30	21.72	22.16	22.60	23.05	23.52	23.99
60	16.13	16.45	16.78	17.12	17.46	17.81	18.16	18.53	18.90	19.28	19.66	20.06	20.46	20.87	21.28	21.71	22.14	22.59
50	14.17	14.45	14.74	15.04	15.34	15.65	15.96	16.28	16.60	16.93	17.27	17.62	17.97	18.33	18.70	19.07	19.45	19.84
40	13.49	13.76	14.04	14.32	14.61	14.90	15.20	15.50	15.81	16.13	16.45	16.78	17.11	17.46	17.80	18.16	18.52	18.89
30	12.01	12.25	12.49	12.74	13.00	13.26	13.52	13.79	14.07	14.35	14.64	14.93	15.23	15.53	15.85	16.16	16.49	16.82
20	11.43	11.66	11.90	12.13	12.38	12.62	12.88	13.13	13.40	13.66	13.94	14.22	14.50	14.79	15.09	15.39	15.70	16.01
10	10.89	11.11	11.33	11.55	11.79	12.02	12.26	12.51	12.76	13.01	13.27	13.54	13.81	14.08	14.37	14.65	14.95	15.25

Effective July 1, 2018																		
Step Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
100	24.73	25.22	25.73	26.24	26.77	27.30	27.85	28.40	28.97	29.55	30.14	30.75	31.36	31.99	32.63	33.28	33.95	34.62
90	22.09	22.53	22.98	23.44	23.91	24.38	24.87	25.37	25.88	26.39	26.92	27.46	28.01	28.57	29.14	29.72	30.32	30.92
80	19.65	20.04	20.44	20.85	21.27	21.69	22.13	22.57	23.02	23.48	23.95	24.43	24.92	25.42	25.92	26.44	26.97	27.51
70	17.30	17.65	18.00	18.36	18.73	19.10	19.48	19.87	20.27	20.68	21.09	21.51	21.94	22.38	22.83	23.28	23.75	24.23
60	16.29	16.62	16.95	17.29	17.63	17.99	18.35	18.71	19.09	19.47	19.86	20.26	20.66	21.07	21.50	21.93	22.36	22.81
50	14.31	14.60	14.89	15.19	15.49	15.80	16.12	16.44	16.77	17.10	17.45	17.80	18.15	18.51	18.88	19.26	19.65	20.04
40	13.63	13.90	14.18	14.46	14.75	15.05	15.35	15.65	15.97	16.29	16.61	16.95	17.28	17.63	17.98	18.34	18.71	19.08
30	12.13	12.37	12.62	12.87	13.13	13.39	13.66	13.93	14.21	14.50	14.79	15.08	15.38	15.69	16.00	16.32	16.65	16.98
20	11.55	11.78	12.01	12.25	12.50	12.75	13.00	13.26	13.53	13.80	14.08	14.36	14.65	14.94	15.24	15.54	15.85	16.17
10	11.00	11.22	11.44	11.67	11.90	12.14	12.38	12.63	12.88	13.14	13.40	13.67	13.95	14.23	14.51	14.80	15.10	15.40

Effective July 1, 2019																		
Step Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
100	24.97	25.47	25.98	26.50	27.03	27.57	28.13	28.69	29.26	29.85	30.44	31.05	31.67	32.31	32.95	33.61	34.28	34.97
90	22.31	22.75	23.21	23.67	24.14	24.63	25.12	25.62	26.14	26.66	27.19	27.73	28.29	28.86	29.43	30.02	30.62	31.23
80	19.84	20.24	20.65	21.06	21.48	21.91	22.35	22.79	23.25	23.71	24.19	24.67	25.17	25.67	26.18	26.71	27.24	27.79
70	17.47	17.82	18.18	18.54	18.91	19.29	19.68	20.07	20.47	20.88	21.30	21.73	22.16	22.60	23.06	23.52	23.99	24.47
60	16.45	16.78	17.12	17.46	17.81	18.17	18.53	18.90	19.28	19.66	20.06	20.46	20.87	21.28	21.71	22.14	22.59	23.04
50	14.46	14.74	15.04	15.34	15.65	15.96	16.28	16.60	16.94	17.28	17.62	17.97	18.33	18.70	19.07	19.45	19.84	20.24
40	13.76	14.04	14.32	14.61	14.90	15.20	15.50	15.81	16.13	16.45	16.78	17.11	17.46	17.81	18.16	18.53	18.90	19.27
30	12.25	12.50	12.75	13.00	13.26	13.53	13.80	14.07	14.35	14.64	14.93	15.23	15.54	15.85	16.16	16.49	16.82	17.15
20	11.66	11.90	12.13	12.38	12.62	12.88	13.13	13.40	13.67	13.94	14.22	14.50	14.79	15.09	15.39	15.70	16.01	16.33
10	11.11	11.33	11.56	11.79	12.02	12.26	12.51	12.76	13.01	13.27	13.54	13.81	14.09	14.37	14.65	14.95	15.25	15.55

APPENDIX B

JOB TITLE BY GRADE

Includes Full-Time and Part-Time ACEUCC Member Positions

Will be updated by the Association and Human Resources Director as needed

GRADE	JOB TITLE	GRADE	JOB TITLE
	<u>FULL TIME</u>		<u>FULL TIME</u>
30	Custodian	<u>60</u>	<u>Testing Center Coordinator</u>
30	Tradeshelper/Custodian		
40	Bookstore Specialist	<u>70</u>	<u>Advising Specialist - TOP</u>
<u>40</u>	<u>Data Tracking & Support Specialist</u>	<u>70</u>	<u>Academic Advisor</u>
40	Groundskeeper	<u>70</u>	<u>Assessment/Tracking Coordinator - ABSD</u>
40	Program Assistant-SSS/TOP	<u>70</u>	<u>Bookstore Specialist-Lead</u>
40	Tool Room Aide	<u>70</u>	<u>Career Coach</u>
		<u>70</u>	<u>College Transition Specialist</u>
50	Administrative Secretary	<u>70</u>	<u>Computer Support Tech II</u>
<u>50</u>	<u>Cafeteria Specialist</u>	<u>70</u>	<u>Employment & OFSET Specialist</u>
<u>50</u>	<u>Catering Events Specialist</u>	<u>70</u>	<u>Enrollment Advisor</u>
50	Education Support Specialist - WCJC	<u>70</u>	<u>ETS Advisor</u>
50	Facility Scheduling/Special Events Assistant	<u>70</u>	<u>Graphic Designer</u>
50	Financial Aid Assistant	70	Human Resources Generalist
50	Help Desk Specialist	70	Instructional Specialist - CE
50	Instructional Computer Lab <u>Technician</u>	<u>70</u>	<u>JOBS Career Advisor</u>
50	Library Assistant	70	Lab Technician - Science
50	OFSET Specialist	70	Media Technician
50	Program Assistant-ETS	<u>70</u>	<u>Network Technician</u>
<u>50</u>	<u>Registration & Records Associate</u>	70	NSRC Simulation Tech
<u>50</u>	<u>Registration Specialist – Academic Data</u>	70	Orientation thru Transition Coordinator
<u>50</u>	<u>Registration Specialist – Degree Audits</u>	70	Scholarship/Donor Relations Coordinator
<u>50</u>	<u>Registration Specialist</u>	70	Student Parent Retention Specialist
50	Security Guard	70	Student Services Coordinator
		70	Success Center Initiatives Coordinator
60	Accounting Specialist	<u>70</u>	<u>Training Services Coordinator</u>
60	Administrative Assistant		
<u>60</u>	<u>Administrative Assistant - OCCDLA</u>	80	Apprenticeship Coordinator
60	Computer Support Technician	80	eLearning Specialist
60	Coordinator - Upward Bound	80	Financial Aid Coordinator
60	Financial Aid Specialist	80	Instructional Coordinating Specialist - CE
60	Lead Teacher - FCEC	80	Maintenance/Grounds Lead
60	Library Specialist	80	Recruitment Specialist
<u>60</u>	<u>Maintenance Specialist</u>	80	UB Program Development Specialist
<u>60</u>	<u>Registration/Attendance Specialist</u>	80	Web Developer
<u>60</u>	<u>SBDC Admin/Program Specialist</u>	80	Work-Based Learning Coordinator
<u>60</u>	<u>SBDC Workshop Coordinator</u>	90	Accountant - Student Accounts

GRADE JOB TITLE**FULL TIME**

90 Applications Support Analyst
90 Computer Programmer/Analyst
90 DBA/Systems Administrator
90 Network Administrator Assistant
90 Payroll Manager
90 Staff Accountant
90 System Administrator

100 Network Manager

GRADE JOB TITLE**PART TIME**

40 Enrollment Services Clerk
40 FCEC Cook
40 Library Desk Clerk
40 Mail Services Specialist

50 CPR/CED/CE Admin Secretary

60 Classroom Leader
60 Administrative Assistant - Foundation

80 Workforce Trans Spec
80 Financial Specialist

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

[Redacted area for contractual issues]

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

[Redacted area for relief sought]

Number of attachments: _____

Employee signature: _____ Date: _____

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

Signature of receipt: _____ Date: _____

Printed name: _____

APPENDIX D RECLASSIFICATION REQUEST FORM

Association of Classified Employees of Umpqua Community College

Identification information:

Employee name: _____ Date: _____

Position title: _____ Department: _____

Proposed new title (if any): _____

Supervisor's name/title: _____

This is a request to complete a reclassification evaluation of my position and/or salary schedule grade placement. This initial review is the first information-gathering step in a multi-step assessment. This form, along with a revised job description, should be submitted to the Human Resources Director.

General Instructions:

Please read each question carefully before answering it. Make all of your answers as complete and clear as possible. In responding to the questions, please think of the duties that you have been assigned to perform on a regular basis, and consider the required knowledge, skills and abilities which are necessary to perform these duties. Please type or print clearly. Unreadable documents will not be accepted.

1. I have read my job description and I agree that it adequately represents the duties of my position.
 - Yes No If the answer is yes, what is the basis for your request?

2. If the answer to question #1 is "No," please answer the following: (attach additional pages as necessary)
 - a. What, if any, essential functions do you perform on a regular or recurring basis that are not included in your job description?

 - b. What, if any, essential functions are included in your job description that you rarely or no longer perform?

3. Attach a revised job description which clearly shows the additional, revised, and deleted responsibilities and/or requirements and accurately reflects your position as it currently exists and is approved by your supervisor.

Signatures:

Employee Date

Supervisor Date

APPENDIX E

SAMPLE CLASSIFIED JOB DESCRIPTION FORMAT

UMPQUA COMMUNITY COLLEGE CLASSIFIED JOB DESCRIPTION

JOB TITLE:

GRADE:

GRANT TITLE IF APPLICABLE:

DEPARTMENT:

RESPONSIBLE TO:

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

EXAMPLES OF DUTIES:

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

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

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

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

Education:

Experience:

Specific Skills

Specialized knowledge, licenses, etc.

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

TYPICAL PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Created/Revised Date

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