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**Collective Bargaining
Agreement**

Between

**AFT–Oregon Coast United Employees,
Local 6020,
AFT, AFL-CIO**

and

**Oregon Coast Community College
(Classified Unit)**

2021-2022

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60 This Agreement is made and entered into by and between Oregon Coast Community College,
61 hereinafter referred to as the College, and AFT-Oregon Coast United Employees, Local 6020, AFT,
62 AFL-CIO, hereinafter referred to as the Union, for itself and on behalf of the employees in the
63 bargaining unit described herein.

64 **ARTICLE I – RECOGNITION**

65 The College recognizes the Union as the sole and exclusive bargaining representative for all part-time
66 and full-time non-faculty employees of the employer, excluding managers, supervisors, confidential
67 employees as defined by ORS 243.650, casual employees as defined in the Memorandum of
68 Understanding, attached as Appendix B, and instructors of non-credit, non-transferable community
69 education courses, as determined by the Employment Relations Board on May 6, 2013, Case No. CC-
70 002-13.

71 **ARTICLE II – MANAGEMENT RIGHTS**

72 Subject to the provisions of this Agreement, the College has the full right and authority to manage and
73 administer the College and its employees. This includes, but is not limited to, establishment and
74 management of properties, resources, and facilities; determination of the administrative organization;
75 determination of financial policies of the College, the appointment, direction, evaluation, discipline,
76 and supervision of employees; the right to determine educational courses and programs, curriculum,
77 and services of the College; and the number and location of job positions required.

78 Nothing in the Agreement shall limit in any way the College's right to contract or subcontract work,
79 nor shall it require the College to bargain such decisions with the Union, nor shall it require the
80 College to continue in existence any of its present courses or programs in their present form and /or
81 location or on any other such basis. This provision, however, does not limit the Union's right to bargain
82 the impact of such decisions.

83 **ARTICLE III – UNION RIGHTS AND RESPONSIBILITIES**

84 3.1 Information

85 Within ten (10) calendar days of the hiring of a new unit member the College will provide the Union
86 with the employee's name, date of hire, job title, FTE appointment, rate of pay, College contact
87 information (email, office number, phone extension) and personal contact information (address, phone
88 number(s), email). All information shall be held confidential by the Union and used for Union
89 business.

90 Upon request of the union, and no less than every 120 days, the College will provide the Union with a
91 list of all bargaining unit employees including their name, date of hire, job title, FTE appointment, rate
92 of pay, College contact information (email, office number, phone extension) and personal contact
93 information (address, phone number(s), email).

94 The Union will annually provide the College with a list of its officers and representatives. A Union
95 point of contact will also be designated for receipt of College communications.

96
97 The College will abide by any law regarding Union officer access to new employees. The Union will
98 have the opportunity to meet with new employees within 30 calendar days of hire for a period of at
99 least 30 minutes but not more than 120 minutes and such meetings shall not interfere with the
100 operational needs of the College.

101
102 3.2 Communications

103 The College agrees to allow the Union reasonable use of College internal mail service, and college
104 mailboxes for official union business.

105 The College will designate two spaces at the Central Campus for bulletin boards, purchased by the
106 Union at the Union's expense and installed by the College.

107 3.3 Facilities

108 The Union may use College facilities such as classrooms or meeting rooms for official Union business
109 at no cost provided it abides by any facility usage policies.

110 3.4 Union Access

111 Representatives of the Union or any of its affiliates shall have reasonable access to all bargaining unit
112 work areas for the purposes of administering this agreement, provided that such access does not
113 interfere with the normal business of the College.

114 3.5 Equipment

115 Union representatives will have the same access to equipment available to the public, such as copiers
116 or computers. The College will issue the Union a copier code for use of publicly available copiers,
117 which the Union may use to make a reasonable number of copies, not to exceed 200 in a calendar year.
118

119 3.6 Release time

120 Union representatives shall be allowed reasonable release time during the employee's regular work
121 hours for representational meetings and other duties required for contract negotiation and
122 administration without loss of compensation, seniority, leave accrual, or any other benefits.

123 The Union officers or designees shall be allowed up to three days total per fiscal year paid release time
124 to attend Union sponsored meetings, conferences, conventions or trainings. The Union agrees to
125 reimburse the College for the related payroll costs for those days.
126

127 Release time shall be scheduled with the immediate supervisor with consideration for the operational
128 needs of the College.

129 **ARTICLE IV – UNION DUES**

130 The College shall deduct monthly Union dues from the paycheck of each bargaining unit member who
131 submits a written authorization for such deduction. The Union shall specify in writing at least ten (10)
132 days prior to the end of the month names of new members, a copy of the dues deduction authorization
133 for each new member, and the dollar and /or the percentage deduction to be applied from the paycheck
134 each month.

135 The College shall remit to the Union the deductions made pursuant to this article together with the
136 names of the employees for whom the deductions were made and the amounts deducted for each
137 within ten (10) days from the payday on which the deductions were made.
138

139 The Union agrees to indemnify and hold the College harmless from any and all claims relating to any
140 deduction made pursuant to this article.

141 **ARTICLE V – PROBATIONARY PERIOD**

142 Upon hire, every employee covered by this agreement shall serve a probationary period of 90 days.
143 The College may extend the probationary period up to an additional ninety-days for any reason it

144 determines warrants such an extension. Employees and the Union shall be notified upon the
145 completion of the probationary period.

146 **ARTICLE VI – PERSONNEL RECORDS**

147 An official personnel file shall be maintained by the Office of Human Resources. The file shall contain
148 copies of evaluations, commendations, letters, or other materials deemed appropriate by the College.

149 Employees may inspect their personnel file during regular office hours after providing at least one
150 workday’s notice to the Office of Human Resources. A representative of the Union can review an
151 employee's personnel file after receiving a written, signed authorization from the employee authorizing
152 such review. Employees may receive copies of materials in their personnel files at the unit member's
153 cost, which will be no more than the amount reasonably calculated to cover the actual cost of providing
154 the service.

155
156 An employee shall have the right to place a written statement of explanation or rebuttal to any material
157 placed in their file. Disciplinary documents shall be signed or initialed by the employee before
158 placement in the personnel file, indicating the material has been read. In the event that the employee
159 refuses to sign, such will be noted on the document(s) and the document(s) will be placed in the
160 personnel file.

161 **ARTICLE VII – POSITION VACANCIES**

162 All College employment opportunities are posted on the Employment Opportunities page of the
163 College website and are available within the employee payroll portal.

164 Applications from College employees will be subject to the same screening process as outside
165 applicants. In the formal recruitment process, preference will be given to a qualified employee of the
166 College when they are a finalist for a position and when all of the finalists present equal qualifications
167 at the conclusion of any interviews.

168 **ARTICLE VIII – WORKDAY, WORK WEEK, WORK YEAR**

169 8.1 Work Week

170 The Oregon Coast Community College work week is established as 12:00 a.m. Sunday through 11:59
171 p.m. Saturday.

172 8.2 Workday

173 The standard full-time workday at Oregon Coast Community College is eight (8) hours and the regular
174 work week is forty (40) hours. The College retains discretion to set schedules according to the needs of
175 the College, including, without limitation, determining the days on which the College is open or
176 closed.
177

178 8.3 Flexible Schedule

179 A unit member may request an alternate work schedule. The schedule must be requested in writing and
180 approved by the appropriate supervisor. Nothing in this paragraph precludes the College from setting
181 schedules according to the need of the College. No grievance may be submitted concerning a
182 determination concerning a requested flexible schedule.
183

184 8.4 Breaks and Meal Periods

186 Employees will receive break and meal periods at or greater than the minimum prescribed schedule
187 under regulations of the Oregon Bureau of Labor and Industries.

188
189 8.5 Schedule Changes

190 When the College determines it is necessary to make a schedule change that affects all unit members
191 for a period of greater than two calendar months, it will strive to provide employees at least forty-five
192 (45) days' notice.

193 **ARTICLE IX – VACATION**

194 A. Full-time employees shall accrue vacation hours at the following rates:

During this period:	Days of Vacation	Vacation Accrued per month
0-36 months	12	8 hours per month
37-84 months	18	12 hours per month
85 months or longer	24	16 hours per month

195

196 B. Part-time employees shall have their vacation accrual pro-rated according to the percentage of FTE
197 they work.

198

199 C. Vacation accrual shall apply only during months in which the employee is in a paid status (either
200 actively at work or on approved paid sick or vacation leave) for more than half the working days of
201 that month.

202 D. Vacation leave must be scheduled in advance and must have supervisory approval. Vacation leave
203 shall be granted or denied based on the operational requirements of the department.

204

205 E. Vacation hours may accrue to a maximum of 160 hours, which will be paid out at the termination
206 of employment. Employees must use any excess vacation hours within 30 days of reaching
207 maximum accrual.

208 F. Upon termination, resignation, or a reduction in work hours which affects eligibility for vacation
209 accrual, employees shall receive cash compensation for unused vacation hours up to the maximum
210 accrual. If the employee is terminated during the probation period, the employee shall not be
211 eligible to receive any compensation time for accrued vacation time.

212

213 G. In the event of an employee's death, all monies due for accumulated but unused vacation shall be
214 paid to the decedent's estate.

215

ARTICLE X – HOLIDAYS

216 A. Oregon Coast Community College recognizes the following holidays:

217 Labor Day

218 Veteran's Day

219 Thanksgiving Day

220 Day after Thanksgiving

221 Day before Christmas

222 Christmas Day

223 New Year's Eve Day

224 New Year's Day

225 Martin Luther King Day

226 President's Day

227 Memorial Day
228 Juneteenth
229 Independence Day

- 230
231 B. For each year of the contract, the College also recognizes as holidays under this section, the days
232 between Christmas Day and New Year's Eve Day.
233
234 C. Employees shall be paid for those holidays which fall within their normal work year not to exceed
235 eight (8) hours per holiday. If the College is on a four-ten-hour-day schedule during the 4th of July
236 holiday, full-time employees shall be paid up to 10 hours for that holiday. Part-time employees
237 shall have the 10 hours for the 4th of July pro-rated according to their FTE appointment.
238
239 D. Part-time employees shall have their holiday hours front-loaded in the payroll software at the
240 beginning of each fiscal year. These holiday hours shall be pro-rated according to the percentage
241 of appointed FTE. These hours are, not to exceed 8 hours per holiday. To use holiday hours,
242 employees must be in paid status (either actively at work or on approved paid sick or vacation
243 leave) for more than half the working days of the month in which the holiday occurs. Holiday
244 hours shall expire at the end of the fiscal year if not used. With supervisor permission, holiday
245 hours may be used on workdays that are not holidays, as long as utilization of the holiday hours
246 does not cause the employee to exceed the amount of hours per week they are assigned. Holiday
247 hours used, but not yet earned, shall be deducted from a final check in the event of a separation.
248
249 E. When holidays occur on a Saturday, the preceding workday is observed as a holiday. When
250 holidays occur on Sunday, the following workday is observed as a holiday.
251
252 F. If an employee has agreed to work on a designated holiday, they will be compensated at double-
253 time in lieu of holiday pay.
254
255 G. If a holiday occurs during an employee's authorized paid absence, the holiday will be paid and not
256 charged against sick or vacation time. Holidays occurring during leave without pay will be unpaid.

257 **ARTICLE XI –LEAVES OF ABSENCE**

258 For the purpose of this article an immediate family member is defined as a parent, step-parent, spouse,
259 domestic partner, child, step-child, (when the employee serves in a parental relationship), grandchild,
260 brother, sister, grandparent, son-in-law, or daughter-in-law. The definition of a child will include
261 members of the household who are legally placed foster children or dependents for whom the
262 employee or employee's spouse is legal guardian. In-law relationships shall also include those who are
263 related to an employee through a domestic partner.

264 11.1 Sick Leave

- 265 A. Accrual: Full-time employees shall accrue sick leave at a rate of .04615 per hour worked, up to a
266 maximum accrual of 96 hours per year. Part-time employees eligible for benefits shall accrue sick
267 leave hours pro-rated by the percentage of their FTE appointment. Part-time employees not
268 eligible for benefits shall accrue sick leave at the rate of one (1) hour of sick leave for every thirty
269 (30) hours worked as outlined in Oregon Sick Leave Law. Sick leave shall accrue from the first
270 day of employment, however it may be used only upon successful completion of the initial ninety
271 (90) day probationary period.
272

273 For full-time and part-time employees who are eligible for benefits, to earn their full sick leave
274 accrual for a given month, they must be in a paid status (either actively at work or on approved

275 paid leave) for more than half of their scheduled workdays in that month. If they are not in a paid
276 status for more than half their scheduled workdays in a given month, then they shall accrue sick
277 leave at the rate of one (1) hour of sick leave for every thirty (30) hours worked as outlined in
278 Oregon Sick Leave Law. Unused sick leave shall accumulate for an unlimited number of hours.
279
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- 281 B. Use: Sick leave may be taken to prevent loss of income as a result of absences due to illness,
282 injury, medical or dental appointments or when the health of others will be affected due to the
283 employee's condition.
284

285 Sick leave may also be taken to prevent loss of income resulting from absence due to an illness,
286 injury, medical or dental appointment of an employee's immediate family member.
287

288 11.2 Personal Leave

289 Employees who have completed their initial ninety (90) day probationary period shall receive sixteen
290 (16) personal leave hours per fiscal year. During the first year of eligibility, employees who are hired
291 during the second half of the fiscal year will receive one-half of the leave accrual. Personal leave must
292 be used prior to the end of the fiscal year. Part-time employees will receive personal leave based on a
293 percentage of their FTE appointment.

294 11.3 Leaves under Federal and Oregon Law

295 The College will provide employees eligible for leave under federal and state law leave to which they
296 are legally entitled.

297 11.4 Bereavement Leave

298 After completion of the initial ninety (90) day probationary period, employees shall be allowed up to
299 five (5) days of paid leave due to the death of an immediate family member.
300

301 11.5 Education Leave

302 Educational leave may be granted to an employee at the discretion of the College President for the
303 purpose of educational development. Educational development may include, but is not limited to:
304 obtaining professional certification, licensing, short-term training, or pursuing an educational
305 certificate or degree. This is unpaid leave separate and distinct from Tuition Waiver and Tuition
306 Reimbursement described in Articles XV and XVI.
307

308 11.6 Legal Leave

309 Employees required to appear in court or hearings due to a call to jury duty, a subpoena to appear to
310 testify where the employee is not personally the plaintiff, the defendant or the object of investigation
311 shall be allowed to attend without loss of pay. Any per diem fees paid for such duty shall be paid to the
312 college.
313

314 11.7 Emergency Closure

315 Unless the College locations have been declared closed, employees are expected to report to work. If
316 the College is declared closed due to reasons of an emergency nature, the employees shall suffer no
317 loss of pay up to forty (40) hours per fiscal year.
318

319 11.8 Inclement Weather

320 College Closed: In the event of a full or partial-day closure due to inclement weather, the employee
321 shall suffer no loss of pay up to their regularly scheduled hours for the day(s) up to forty (40) hours per
322 fiscal year.

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College Open: If an employee deems that they would not be safe traveling to work, they must notify their supervisor. With supervisor approval, employees may either make up the hours during the work week or substitute vacation or personal leave for the hours of work missed.

ARTICLE XII – EVALUATIONS

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The College may, at its discretion, conduct performance evaluations which will include a review of the employee’s position description. A unit member may request an evaluation if the unit member has not been evaluated in the previous fourteen (14) months. The Supervisor shall perform the evaluation within one calendar month of the request or a written response as to why the evaluation is not necessary.

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Supervisors shall provide the employee a minimum of two (2) days' notice prior to meeting to formally discuss a performance evaluation. The supervisor shall discuss the evaluation and provide the employee with a copy. The official copy will be placed in the employee’s personnel file. The employee will sign the performance evaluation which acknowledges that he or she has read and understands the contents. The employee's signature does not constitute agreement with the evaluation but confirms that the employee has read and understands its content. The form will indicate the agreement or disagreement of the employee with the content of the evaluation and the employee will have the opportunity to provide written comments. A grievance concerning a performance evaluation shall be limited to an allegation that the evaluation was done in bad faith.

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ARTICLE XIII – DISCIPLINARY AND DISMISSAL PROCEDURES

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A. During the probation period, employee's employment is at will and the College may end the employee's employment for any legal reason or no reason at all. An employee may not grieve a dismissal that occurs during the probationary period.

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B. Disciplinary action, after the probationary period, shall only be taken for just cause.

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“Just cause” includes that:

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- the employee knew or should have known that the act or acts engaged in were impermissible,
- the College had evidence that the act or acts occurred,
- the College provided the employee with an opportunity to provide information concerning the College’s concerns.
- the College did not act in an arbitrary or capricious manner

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C. The parties agree that inadequate performance may be grounds for performance management and possible dismissal, and that the College may dismiss an employee for inadequate performance without formal discipline.

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D. Prior to any adverse action, the employee shall be provided written notice outlining the performance concerns and shall be given an appropriate amount of time to correct the outlined deficiencies unless the performance concern is one that such notice and opportunity to improve is not appropriate.

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E. In the event a grievance is pursued to arbitration concerning dismissal based on inadequate performance, the arbitrator will be limited to considering whether the College determined in good faith that performance warranted dismissal.

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- F. Discipline actions may include:
 - o oral and written reprimands or warnings placed in the employee's personnel file
 - o demotion
 - o suspension
 - o dismissal
- G. The College shall notify Union leadership of all written disciplines and non-probationary employee dismissals.

ARTICLE XIV – GRIEVANCE PROCEDURES

The purpose of this procedure is to provide for an orderly and expeditious process to secure, at the lowest possible level, solutions to disputes relating to interpretation of the Agreement.

14.1 Definitions

Grievant is defined as an employee or a group of employees who allege a violation of the terms of this Agreement. The term grievant also includes the Union with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement, however, no grievance concerning an alleged violation of organizational right is subject to arbitration.

Grievance is defined as an allegation that a specific section of this Agreement has been violated.

A grievance shall not include any matter as to which the College is without authority to act, any matter for which a specific remedy has been prescribed by State and/or Federal Statute, or the dismissal of a probationary employee. A grievance shall not include any claim that the employee did not receive leave that the employee believes he or she is entitled to under federal or state law.

Days are defined as Monday through Friday, excluding Saturdays, Sundays and College observed holidays. Days shall also mean those College workdays that occur during term breaks.

Occurrence is defined as when the grievant knew or reasonably should have known of the event giving rise to the violation.

14.2 Process

Informal Resolution: Whenever possible, grievances shall be discussed with the immediate supervisor who has the authority to resolve the issue.

STEP ONE: The grievance shall be submitted in writing to the Office of Human Resources within (20) days of the occurrence. The grievance document shall set forth a statement of the grievance and the alleged facts involved, relevant dates, applicable provisions of the agreement violated and the relief sought. A written decision shall be provided to the grievant and the Union within (10) days.

STEP TWO: In the event that the grievance is not resolved at step one, the grievant shall submit the written grievance and supporting documentation to the College President within ten (10) days of receipt of the Office of Human Resources or designee's written response at step one. The President shall provide a written response with ten (10) days.

416 STEP THREE: If the step two decision is not acceptable to the Union, the Union shall notify the
417 President within ten (10) days that the grievance be submitted to final and binding arbitration.
418

419 Time Limits: Failure of the College at any step of the procedure to communicate a decision in writing
420 within the specified time limits shall permit the grievant to proceed to the next step. Failure of the
421 grievant at any step of the procedure to appeal the grievance to the next step within the specified time
422 limit shall deem the grievance resolved. Time limits at any step in the grievance procedure may be
423 extended if mutually agreed to in writing by the parties.

424 14.3 Arbitration

425 Within twenty (20) days after a written notice of arbitration the parties shall request that the Oregon
426 Employment Relations Board furnish a list of seven (7) Oregon and Washington arbitrators and, upon
427 receipt, alternately strike names until one (1) remains, and submit the matter to arbitration. The parties
428 may mutually select an arbitrator without requesting a list of arbitrators.
429

430 The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. The
431 powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been
432 violated. The decision of the arbitrator shall be binding on all parties.
433

434 The arbitration hearing shall be set on a date or time that ensures that the grievant and union's
435 witnesses providing testimony at hearing shall suffer no loss of pay.
436

437 The fees and expenses of the arbitrator shall be shared equally by the parties.
438

438 **ARTICLE XV – TUITION WAIVERS**

439 Unit members who work twenty (20) hours per week or more and who are not on a paid or unpaid
440 leave of absence (except for leaves protected by federal or state statutes providing entitlements to
441 leave, which does not include the Americans With Disabilities Act) may have their tuition waived for
442 15 credits or up to \$600 of non-credit classes each term for classes offered by the College. Classes not
443 offered directly by the College such as Ed2Go, hosted online classes, and SBDC, shall be made
444 available at the cost, if any, incurred by the College.

445 Employee dependents, (defined by the IRS as spouse, domestic partner, and/or a qualifying child), may
446 use the tuition waiver benefit.
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450 **ARTICLE XVI – TUITION REIMBURSEMENT/ADVANCE**

451 Unit members who work 20 hours per week or more may apply for tuition reimbursement for courses,
452 seminars or other study. Reimbursement applies to tuition only; costs incurred in attending classes,
453 fees, mileage, lodging, books supplies, etc. are not reimbursable items. Such courses must relate
454 directly to the employee's area of professional expertise. Reimbursement must be approved in advance
455 by the President and the member's immediate supervisor. Unit members utilizing this benefit must
456 provide the College, in advance, on a term-by-term basis, a plan of courses to be taken and any work
457 time that must be missed to accommodate this schedule. Appropriate receipts must be submitted with
458 the request for reimbursement or, with sufficient verification, the College may write the check to be
459 payable directly to the scholastic institution(s).

460 Reimbursement will be limited to the equivalent cost of nine quarter hours per year.

461
462 A grade of A, B, C, P, or S must be earned unless the class is non-credit or non-graded. Verification of
463 the final grade must be submitted upon completion of the class. If a unit member fails to achieve such a
464 grade or fails to complete a proposed plan of courses, the unit member will reimburse the College for
465 all previously paid tuition.

466

467 **ARTICLE XVII – TRAVEL REIMBURSEMENT**

468 When employees are required by the College, as part of their job, to use their personal vehicles for
469 College business, they shall be reimbursed according to the College Travel Policy which follows the
470 privately-owned-vehicle mileage reimbursement rates as set forth by the General Services
471 Administration (GSA).

472 The College Travel Policy that is currently in effect is a draft version and can be found in the “APPPS
473 – Administrative Policy, Practices, Procedures” folder on the network shared drive called “Forms.”

474

475 College administrative policies that have had final approval can be found under the Administrative
476 Policy link on the OCCC website. [Administrative Policy - Oregon Coast Community College](#)

477

478 **ARTICLE XVIII – PAY DAY**

479 On the 5th of each month, all Classified employees will be paid for the actual hours worked in the
480 previous month. If the 5th falls on a weekend, payday will be the preceding Friday.

481 The union acknowledges that any deduction from a final check is authorized under ORS 652.610(1)(d)
482 as in effect at the time of effectiveness of this Agreement.

483 **ARTICLE XIX – COMPENSATION**

484

485 The College will place new hires on the pay schedule that is attached as Appendix A. Grade B has
486 been eliminated.

487

488 Effective July 1, 2021, a structural adjustment of 2% shall be applied to the pay schedule.

489

490 For 2021-22, December 20, 21 and 22 will be paid days off and there will be one additional personal
491 day given, to be used before June 30, 2022.

492

493 **ARTICLE XIX – BENEFITS**

494 Medical, Dental, Vision

495 For employees with a .75 – 1.0 FTE appointment, the College will pay the monthly premium for
496 medical, dental and vision coverage up to a maximum of:

497 Employee Only - \$634

498 Employee and Children - \$1,075

499 Employee and Spouse/Domestic Partner - \$1,197

500 Employee, Spouse/Domestic Partner and Children - \$1,687
501
502 Employees with a .5 - .74 FTE appointment will have a monthly premium paid by the College prorated
503 to the percentage of appointment.
504
505 If an employee chooses not to take any of the mandated employer insurance (medical, dental, vision),
506 if permitted by law, \$100 per month shall be deposited into a Section 403-b account on behalf of the
507 employee.
508
509 The Benefits Advisory Committee (a representational committee) will meet annually to review and
510 advise upon any changes to the College-offered benefits.
511

512 **ARTICLE XX – RECLASSIFICATION**

513 If a unit member believes that their position is not properly classified under the College's salary
514 schedule, the unit member may make a formal written request to his or her supervisor, on a form
515 prepared by the College, to review the classification. The reclassification form shall be available either
516 on the College website at www.oregoncoast.edu or through the Office of Human Resources.

517 An employee may not make a formal request for a review more than once every two (2) years. The
518 supervisor will meet with the employee within thirty (30) calendar days of receiving the completed
519 reclassification form to review the request and a determination concerning the request will be made
520 within sixty (60) calendar days of receipt of the completed reclassification form. The employer can
521 extend the deadline for a final determination by up to thirty (30) additional days by notifying the
522 employee of the need for additional time prior to the sixty (60) day deadline.

523 **ARTICLE XXI – RETIREMENT**

524 In accordance with established PERS directives, the College provides a retirement plan through the
525 Public Employees Retirement System (PERS). PERS membership is available to employees who are
526 appointed to PERS qualifying positions. OCCC will pay the employer contribution and will,
527 additionally, "pick-up" the employee contribution to the plan for eligible members. Part-time
528 employees appointed to positions which do not meet this requirement may still be eligible if working
529 concurrently for another PERS covered employer.

530 **ARTICLE XXII – NONDISCRIMINATION**

531 The College is committed to providing equal employment opportunity through the practice of non-
532 discrimination with regard to race, color, sex, sexual orientation, religion, age, national origin, marital
533 status, disability or any other status protected by law. The College is committed to providing
534 reasonable accommodation to qualified individuals with disabilities in accordance with applicable law.

535 **ARTICLE XXIII – LAYOFF OF STAFF**

536 A. The College may lay off a unit member because of abolition of position, shortage of funds or work,
537 a material change in duties, or changes in the organization the College determines warrant a layoff.
538 In the event employee reductions become necessary the College will notify the Union and the
539 affected employee(s) at least 14 days in advance of any layoff. A layoff is defined as elimination
540 of a position or positions or a reduction of the overall employment hours from 20 hours or above to
541 less than 20 hours. Duties performed in conjunction with laid-off positions may be reassigned to
542 other employees if those duties are appropriate to the other employees' classifications.

- 543 B. No temporary or permanent separation of a unit member from the College as a penalty or
544 disciplinary action will be considered a layoff.
- 545 C. Laid-off unit members will be eligible for recall to their former positions up to 12 months from the
546 date of lay off. The laid-off unit member will be responsible for maintaining with the College a
547 current address, e-mail address, and telephone number where the member can be contacted.
548
- 549 D. If recall is offered the offer shall be sent by certified mail; any laid-off unit member offered a
550 recalled position must confirm acceptance of their former position within to five business days of
551 receipt of the offer. The unit member must be available to report to work within 15 days or they
552 will forfeit all recall rights. Failure to confirm acceptance will also result in forfeiture of recall
553 rights.
554
- 555 E. Employees returning from a layoff shall have previously accrued sick leave reinstated.
556 Participation and/or eligibility for PERS benefits will be governed by PERS rules and regulations
557 existing at the time of the recall.

558 **ARTICLE XXIV – STRIKES/LOCKOUTS**

559 The bargaining unit employees agree that during the term of this Agreement they will not call,
560 encourage, support, or in any way be involved in any form of strike, boycott, slowdown, work
561 stoppage or picketing and the College will not lock out employees.

562 **ARTICLE XXV – SCOPE OF THE AGREEMENT**

563 This Agreement modifies or replaces the College's policies and practices which are in conflict with a
564 provision of the Agreement.

565 The parties agree that they have had full opportunity to negotiate over mandatory subjects of
566 bargaining and that all agreements reached during bargaining are reflected in this Agreement. After
567 ratification, this Agreement shall not be modified in whole or in part except by the mutual consent of
568 the parties in a written agreement.

569 **ARTICLE XXVI – LABOR MANAGEMENT COMMITTEE**

570 The College and Classified Representatives of AFT Local 6020 support a cooperative relationship
571 between the parties, and in order to build that relationship, a Labor-Management Committee shall be
572 established.

573 The Committee should consist of no more than three representatives designated by the Union and three
574 representatives designated by the College.

575 The Committee's purpose shall be to provide a forum for a frank exchange of information, views, and
576 ideas to address issues of mutual concern by the parties to this agreement. However, meetings shall
577 not be used for negotiations or to discuss pending grievances. Meetings shall be held every month
578 unless mutually agreed otherwise. Committee discussion shall not be publicized except for mutually
579 agreed-upon recommendations.

580

ARTICLE XXVII – SEPARABILITY

581 If any provision(s) of this Agreement are declared invalid by any court or State administrative law
582 body with jurisdiction to make such a declaration, the provision(s) shall no longer be operative or
583 binding on the parties, but the remainder of the Agreement shall be of full force and effect.

584

ARTICLE XXVIII – DURATION

585 Unless otherwise noted, this Agreement shall take effect on the first day of the month following
586 ratification by both parties and shall remain in full force and effect until through June 30, 2022.

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By: Shannon McKibben
Shannon McKibben, AFT Classified
Bargaining VP
03/10/2022
Date

By: Birgitte Ryslinge
Dr. Birgitte Ryslinge, President
3/30/2022
Date

OREGON COAST COMMUNITY COLLEGE
Support Staff (Classified/Non-Exempt)
Effective July 1, 2021, Structural Adjustment of 2%

ANNUAL PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
C	27,352	27,899	28,457	29,026	29,607	30,199	30,803	31,419	32,047	32,688	33,342	34,009	34,689	35,383	36,090	36,812	37,548	38,299	39,065	39,847	40,649
D	29,403	29,991	30,591	31,203	31,827	32,464	33,113	33,775	34,451	35,140	35,842	36,559	37,290	38,036	38,797	39,573	40,364	41,172	41,995	42,835	43,683
E	31,609	32,241	32,886	33,543	34,214	34,898	35,596	36,308	37,034	37,775	38,531	39,301	40,087	40,889	41,707	42,541	43,392	44,260	45,145	46,048	46,971
F	33,979	34,659	35,352	36,059	36,780	37,516	38,266	39,031	39,812	40,608	41,420	42,249	43,094	43,956	44,835	45,731	46,646	47,579	48,531	49,501	50,493
G	36,528	37,258	38,003	38,763	39,539	40,329	41,136	41,959	42,798	43,654	44,527	45,417	46,326	47,252	48,197	49,161	50,145	51,147	52,170	53,214	54,269
H	39,267	40,053	40,854	41,671	42,504	43,354	44,221	45,106	46,008	46,928	47,866	48,824	49,800	50,796	51,812	52,848	53,905	54,984	56,083	57,205	58,343
I	42,212	43,056	43,918	44,796	45,692	46,606	47,538	48,489	49,458	50,447	51,456	52,486	53,535	54,606	55,698	56,812	57,948	59,107	60,289	61,495	62,735

MONTHLY PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
C	2,279	2,325	2,371	2,419	2,467	2,517	2,567	2,618	2,671	2,724	2,778	2,834	2,891	2,949	3,008	3,068	3,129	3,192	3,255	3,321	3,387
D	2,450	2,499	2,549	2,600	2,652	2,705	2,759	2,815	2,871	2,928	2,987	3,047	3,108	3,170	3,233	3,298	3,364	3,431	3,500	3,570	3,640
E	2,634	2,687	2,740	2,795	2,851	2,908	2,966	3,026	3,086	3,148	3,211	3,275	3,341	3,407	3,476	3,545	3,616	3,688	3,762	3,837	3,914
F	2,832	2,888	2,946	3,005	3,065	3,126	3,189	3,253	3,318	3,384	3,452	3,521	3,591	3,663	3,736	3,811	3,887	3,965	4,044	4,125	4,208
G	3,044	3,105	3,167	3,230	3,295	3,361	3,428	3,497	3,566	3,638	3,711	3,785	3,860	3,938	4,016	4,097	4,179	4,262	4,348	4,434	4,522
H	3,272	3,338	3,404	3,473	3,542	3,613	3,685	3,759	3,834	3,911	3,989	4,069	4,150	4,233	4,318	4,404	4,492	4,582	4,674	4,767	4,862
I	3,518	3,588	3,660	3,733	3,808	3,884	3,961	4,041	4,122	4,204	4,288	4,374	4,461	4,550	4,642	4,734	4,829	4,926	5,024	5,125	5,228

HOURLY PAY SCHEDULE

Step-2%																					
Grade	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
C	13.15	13.41	13.68	13.95	14.23	14.52	14.81	15.11	15.41	15.72	16.03	16.35	16.68	17.01	17.35	17.70	18.05	18.41	18.78	19.16	19.54
D	14.14	14.42	14.71	15.00	15.30	15.61	15.92	16.24	16.56	16.89	17.23	17.58	17.93	18.29	18.65	19.03	19.41	19.79	20.19	20.59	21.00
E	15.20	15.50	15.81	16.13	16.45	16.78	17.11	17.46	17.81	18.16	18.52	18.89	19.27	19.66	20.05	20.45	20.86	21.28	21.70	22.14	22.58
F	16.34	16.66	17.00	17.34	17.68	18.04	18.40	18.77	19.14	19.52	19.91	20.31	20.72	21.13	21.56	21.99	22.43	22.87	23.33	23.80	24.28
G	17.56	17.91	18.27	18.64	19.01	19.39	19.78	20.17	20.58	20.99	21.41	21.84	22.27	22.72	23.17	23.64	24.11	24.59	25.08	25.58	26.09
H	18.88	19.26	19.64	20.03	20.43	20.84	21.26	21.69	22.12	22.56	23.01	23.47	23.94	24.42	24.91	25.41	25.92	26.43	26.96	27.50	28.05
I	20.29	20.70	21.11	21.54	21.97	22.41	22.85	23.31	23.78	24.25	24.74	25.23	25.74	26.25	26.78	27.31	27.86	28.42	28.99	29.57	30.16

APPENDIX B
OREGON COAST COMMUNITY COLLEGE
Memorandum of Understanding
Casual Employees

Oregon Coast Community College does not desire nor intend to use the Classified employee class to supplant current or new Classified positions. It is our goal that when Classified-type workload requirements are regular (predictable throughout a year) and continuing (expected for the years to come), the College will create and staff new, regular Classified positions contingent on resource availability.

Recognizing that there will be on-going circumstances in which the “regular and continuing” standard is either not met or not yet met, the College seeks to establish the category of “Casual Employees.”

A casual employee is an employee with an assignment that does not exceed 599 hours per year, and whose assignment automatically ends on June 30th of each fiscal year.

In addition, casual employees:

- Are not be included in the AFT-Oregon Coast United Employees, Local 6020, AFT, AFL-CIO bargaining unit;
- The total FTE of casual assignments at any given time will not exceed 20% of the total FTE of the Classified Support Staff group.
- Do not receive benefits except for the minimums set forth by Federal and State law; and
- Are not the same as “temporary” employees (defined as represented, fixed duration employees, for example those hired through a grant).

Examples where the College would use Casual employees at a Classified level (categories are not mutually exclusive):

1. Student employees
2. A short-term (less than 6 months) vacancy in a regular, represented position. Examples:
 - Position is vacated due to retirement or resignation, and the program or area workload requires that the work continue to be performed while the search process for a new permanent hire moves forward.
 - Regular employee in a position is on leave and will return.
3. When a new staffing structure is in development, pending a new permanent structure, which could include new Classified positions if a final determination to implement the structure is made.
4. For work that is by nature, filled by transitory employees, where there is high turnover both because the work requires very recent exposure, and also because the people typically seeking the work are in transition. Examples would be tutoring or aquarists where the work is most frequently done by students or recent graduates.
5. For Seasonal/Intermittent/Project needs where there is work to be done on occasion and not necessarily according to a regular, ongoing, defined schedule. Examples would be:

- Seasonal landscaping or one-time facilities support
 - Intermittent technical work related to program equipment (such as in Aquarium Science or Nursing).
 - One-time, clerical project work such as scanning document batches.

- 6. Intermittent work that relies on a pool of specialists, for example musical accompanists or lab equipment repair or maintenance.

The College will provide to the Union the name, date of hire, position title, associated FTE, pay rate and duration of the assignment for any casual hires at the Classified level.