

Collective Bargaining Agreement

between

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



AND

Oregon Coast Community College



Classified Contract
2022 to 2023

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37
38 **PREAMBLE**
39

40 This Agreement is made and entered into by and between Oregon Coast Community College,
41 hereinafter referred to as the College, and AFT-Oregon Coast United Employees, Local 6020,
42 AFT, AFL-CIO, hereinafter referred to as the Union, for itself and on behalf of the employees in
43 the bargaining unit described herein.
44

45 **ARTICLE I – RECOGNITION**
46

47 The College recognizes the Union as the sole and exclusive bargaining representative for all
48 part-time and full-time non-faculty employees of the employer, excluding managers, supervisors,
49 confidential employees as defined by ORS 243.650, casual employees as defined in the
50 Memorandum of Understanding, attached as Appendix B, and instructors of non-credit,
51 non-transferable community education courses, as determined by the Employment Relations
52 Board on May 6, 2013, Case No. CC- 002-13.
53

54 **ARTICLE II – MANAGEMENT RIGHTS**
55

56 Subject to the provisions of this Agreement, the College has the full right and authority to
57 manage and administer the College and its employees. This includes, but is not limited to,
58 establishment and management of properties, resources, and facilities; determination of the
59 administrative organization; determination of financial policies of the College, the appointment,
60 direction, evaluation, discipline, and supervision of employees; the right to determine
61 educational courses and programs, curriculum, and services of the College; and the number and
62 location of job positions required.
63

64 Nothing in the Agreement shall limit in any way the College's right to contract or subcontract
65 work, nor shall it require the College to bargain such decisions with the Union, nor shall it
66 require the College to continue in existence any of its present courses or programs in their
67 present form and /or location or on any other such basis. This provision, however, does not limit
68 the Union's right to bargain the impact of such decisions.
69

70 **ARTICLE III – UNION RIGHTS AND RESPONSIBILITIES**
71

72 **3.1 Information**

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

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

82
83 The Union will annually provide the College with a list of its officers and representatives. A
84 Union point of contact will also be designated for receipt of College communications.

85
86 The College will abide by any law regarding Union officer access to new employees. The Union
87 will have the opportunity to meet with new employees within 30 calendar days of hire for a
88 period of at least 30 minutes but not more than 120 minutes and such meetings shall not interfere
89 with the operational needs of the College.

90 91 3.2 Communications

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

94
95 The College will designate two spaces at the Central Campus for bulletin boards, purchased by
96 the Union at the Union's expense and installed by the College.

97 98 3.3 Facilities

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

101 102 3.4 Union Access

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

106 107 3.5 Equipment

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

112 113 3.6 Release time

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

117
118 The Union officers or designees shall be allowed up to three days total per fiscal year paid
119 release time to attend Union sponsored meetings, conferences, conventions or trainings. The
120 Union agrees to reimburse the College for the related payroll costs for those days.

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

ARTICLE IV – UNION DUES

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

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

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

ARTICLE V – PROBATIONARY PERIOD

Upon hire, every employee covered by this agreement shall serve a probationary period of 90 days. The College may extend the probationary period up to an additional ninety-days for any reason it determines warrants such an extension. Employees and the Union shall be notified upon the completion of the probationary period.

ARTICLE VI – PERSONNEL RECORDS

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

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

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

164 **ARTICLE VII – POSITION VACANCIES**

165
166 All College employment opportunities are posted on the Employment Opportunities page of the
167 College website and are available within the employee payroll portal.

168
169 Applications from College employees will be subject to the same screening process as outside
170 applicants. In the formal recruitment process, preference will be given to a qualified employee of
171 the College when they are a finalist for a position and when all of the finalists present equal
172 qualifications at the conclusion of any interviews.

173
174 **ARTICLE VIII – WORKDAY, WORK WEEK, WORK YEAR**

175
176 8.1 Work Week

177 The Oregon Coast Community College work week is established as 12:00 a.m. Sunday through
178 11:59 p.m. Saturday.

179
180 8.2 Workday

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

185
186 8.3 Flexible Schedule

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

191
192 8.4 Breaks and Meal Periods

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

195
196 8.5 Schedule Changes

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

200 **ARTICLE IX – VACATION**

201
202 Vacation will be front loaded January 1 each year of the contract.
203

During this period:	Hours Per Month	Vacation Per Year
0-36 months	8 hours	96 Hours
37-84 months	12 hours	144 Hours
85 months or longer	16 hours	192 Hours

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

206 A Separation Hours Earned Account (SHEA) will be created for each Classified employee. On
207 January 1 of each year unused vacation hours will be moved into this account. Hours placed in
208 this account cannot be used but will be paid out upon an employee resigning or retiring from
209 the College.

210 Each account will have a limit of 160 saved hours. If at the end of the year an employee has
211 unused vacation, but their SHEA is full that employee will lose that unused vacation.

212 If an employee leaves employment with College using more vacation than they would have
213 earned the dollar equivalent of those hours will be deducted from their final paycheck.

214 Front loaded vacation will be reduced proportionally when an employee is in an unpaid
215 state for more than half the working days of the month or has a reduction in appointment.

216 In the event of an employee's death, all monies due for accumulated but unused vacation shall be
217 paid to the decedent's estate.
218

219 **ARTICLE X – HOLIDAYS**

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

221 Labor Day
222 Veteran's Day
223 Thanksgiving Day
224 Day after Thanksgiving
225 Christmas Eve Day
226 Christmas Day
227 New Year's Eve Day
228 New Year's Day
229 Martin Luther King Day
230 President's Day
231 Memorial Day

Juneteenth
Independence Day

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

C. Employees shall be paid for those holidays which fall within their normal work year not to exceed eight (8) hours per holiday. If the College is on a four-ten-hour-day schedule during the 4th of July holiday, full-time employees shall be paid up to 10 hours for that holiday. Part-time employees shall have the 10 hours for the 4th of July pro-rated according to their FTE appointment.

D. Part-time employees shall have their holiday hours front-loaded in the payroll software at the beginning of each fiscal year. These holiday hours shall be pro-rated according to the percentage of appointed FTE. These hours are, not to exceed 8 hours per holiday. To use holiday hours, employees must be in paid status (either actively at work or on approved paid sick or vacation leave) for more than half the working days of the month in which the holiday occurs. Holiday hours shall expire at the end of the fiscal year if not used. With supervisor permission, holiday hours may be used on workdays that are not holidays, as long as utilization of the holiday hours does not cause the employee to exceed the amount of hours per week they are assigned. Holiday hours used, but not yet earned, shall be deducted from a final check in the event of a separation.

E. When holidays occur on a Saturday, the preceding workday is observed as a holiday. When holidays occur on Sunday, the following workday is observed as a holiday.

F. If an employee has agreed to work on a designated holiday, they will be compensated at double- time in lieu of holiday pay.

G. If a holiday occurs during an employee's authorized paid absence, the holiday will be paid and not charged against sick or vacation time. Holidays occurring during leave without pay will be unpaid.

ARTICLE XI – LEAVES OF ABSENCE

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

269 11.1 Sick Leave

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

277
278 For full-time and part-time employees who are eligible for benefits, to earn their full sick
279 leave accrual for a given month, they must be in a paid status (either actively at work or on
280 approved paid leave) for more than half of their scheduled workdays in that month. If they
281 are not in a paid status for more than half their scheduled workdays in a given month, then
282 they shall accrue sick leave at the rate of one (1) hour of sick leave for every thirty (30)
283 hours worked as outlined in Oregon Sick Leave Law. Unused sick leave shall accumulate
284 for an unlimited number of hours.

285 B. Use: Sick leave may be taken to prevent loss of income as a result of absences due to illness,
286 injury, medical or dental appointments or when the health of others will be affected due to
287 the employee's condition.

288
289 Sick leave may also be taken to prevent loss of income resulting from absence due to an
290 illness, injury, medical or dental appointment of an employee's immediate family member.

291
292 11.2 Personal Leave

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

298
299 11.3 Leaves under Federal and Oregon Law

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

302
303 11.4 Bereavement Leave

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

306
307 11.5 Education Leave

308 Educational leave may be granted to an employee at the discretion of the College President for
309 the purpose of educational development. Educational development may include, but is not

limited to: obtaining professional certification, licensing, short-term training, or pursuing an educational certificate or degree. This is unpaid leave separate and distinct from Tuition Waiver and Tuition Reimbursement described in Articles XV and XVI.

11.6 Legal Leave

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

11.7 Emergency Closure

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

11.8 Inclement Weather

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

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

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.

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.

349 **ARTICLE XIII – DISCIPLINARY AND DISMISSAL PROCEDURES**
350

- 351 A. During the probation period, employee's employment is at will and the College may end the
352 employee's employment for any legal reason or no reason at all. An employee may not
353 grieve a dismissal that occurs during the probationary period.
- 354 B. Disciplinary action, after the probationary period, shall only be taken for just cause.
355
356 “Just cause” includes that:
357 ○ the employee knew or should have known that the act or acts engaged in were
358 impermissible,
359 ○ the College had evidence that the act or acts occurred,
360 ○ the College provided the employee with an opportunity to provide information
361 concerning the College's concerns.
362 ○ the College did not act in an arbitrary or capricious manner
363
- 364 C. The parties agree that inadequate performance may be grounds for performance
365 management and possible dismissal, and that the College may dismiss an employee for
366 inadequate performance without formal discipline.
- 367 D. Prior to any adverse action, the employee shall be provided written notice outlining the
368 performance concerns and shall be given an appropriate amount of time to correct the
369 outlined deficiencies unless the performance concern is one that such notice and
370 opportunity to improve is not appropriate.
- 371 E. In the event a grievance is pursued to arbitration concerning dismissal based on inadequate
372 performance, the arbitrator will be limited to considering whether the College determined in
373 good faith that performance warranted dismissal.
- 374 F. Discipline actions may include:
375 ○ oral and written reprimands or warnings placed in the employee's personnel file
376 ○ demotion
377 ○ suspension
378 ○ dismissal
379
- 380 G. The College shall notify Union leadership of all written disciplines and non-
381 probationary employee dismissals.

382 **ARTICLE XIV – GRIEVANCE PROCEDURES**
383
384

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

387 14.1 Definitions

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

392
393 Grievance is defined as an allegation that a specific section of this Agreement has been violated.

394
395 A grievance shall not include any matter as to which the College is without authority to act, any
396 matter for which a specific remedy has been prescribed by State and/or Federal Statute, or the
397 dismissal of a probationary employee. A grievance shall not include any claim that the employee
398 did not receive leave that the employee believes he or she is entitled to under federal or state law.

399
400 Days are defined as Monday through Friday, excluding Saturdays, Sundays and College
401 observed holidays. Days shall also mean those College workdays that occur during term breaks.

402
403 Occurrence is defined as when the grievant knew or reasonably should have known of the event
404 giving rise to the violation.

405
406 14.2 Process

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

409
410 STEP ONE: The grievance shall be submitted in writing to the Office of Human Resources
411 within (20) days of the occurrence. The grievance document shall set forth a statement of the
412 grievance and the alleged facts involved, relevant dates, applicable provisions of the agreement
413 violated and the relief sought. A written decision shall be provided to the grievant and the Union
414 within (10) days.

415
416 STEP TWO: In the event that the grievance is not resolved at step one, the grievant shall submit
417 the written grievance and supporting documentation to the College President within ten (10) days
418 of receipt of the Office of Human Resources or designee's written response at step one. The
419 President shall provide a written response with ten (10) days.

420
421 STEP THREE: If the step two decision is not acceptable to the Union, the Union shall notify the
422 President within ten (10) days that the grievance be submitted to final and binding arbitration.

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

429 14.3 Arbitration

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

435
436 The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.
437 The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it
438 has been violated. The decision of the arbitrator shall be binding on all parties.

439
440 The arbitration hearing shall be set on a date or time that ensures that the grievant and union's
441 witnesses providing testimony at hearing shall suffer no loss of pay.

442
443 The fees and expenses of the arbitrator shall be shared equally by the parties.
444

445 **ARTICLE XV – TUITION WAIVERS**

446
447 Unit members who work twenty (20) hours per week or more and who are not on a paid or
448 unpaid leave of absence (except for leaves protected by federal or state statutes providing
449 entitlements to leave, which does not include the Americans With Disabilities Act) may have
450 their tuition waived for 15 credits or up to \$600 of non-credit classes each term for classes
451 offered by the College. Classes not offered directly by the College such as Ed2Go, hosted online
452 classes, and SBDC, shall be made available at the cost, if any, incurred by the College.

453
454 Employee dependents, (defined by the IRS as spouse, domestic partner, and/or a qualifying
455 child), may use the tuition waiver benefit.

456
457 **ARTICLE XVI – TUITION REIMBURSEMENT/ADVANCE**

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

469
470 Reimbursement will be limited to the equivalent cost of nine quarter hours per year.

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

ARTICLE XVII – TRAVEL REIMBURSEMENT

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

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

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

ARTICLE XVIII – PAY DAY

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

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

ARTICLE XIX – COMPENSATION

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

Effective July 1, 2022, a structural adjustment of 2% will be applied to the pay schedule.

Effective December 1, 2022, employees will receive a one-time payment equal to a 5% of annual pay. If a reimbursable 22-23 FTE reaches or exceeds 474, 2% of this one-time pay will become a permanent structural increase as of June 30, 2023.

For 2022-23, December 19, 20, and 21 will be paid days off.

511 **ARTICLE XX – BENEFITS**
512

513 Medical, Dental, Vision

514
515 For employees with a .75 – 1.0 FTE appointment, the College will pay the monthly premium for
516 medical, dental and vision coverage up to a maximum of:

517
518 Employee Only - \$650

519 Employee and Children - \$1,075

520 Employee and Spouse/Domestic Partner - \$1,237 Employee, Spouse/Domestic Partner and
521 Children - \$1,742

522
523 Employees with a .5 - .74 FTE appointment will have a monthly premium paid by the College
524 prorated to the percentage of appointment.

525
526 If an employee chooses not to take any of the mandated employer insurance (medical, dental,
527 vision), if permitted by law, \$100 per month shall be deposited into a Section 403-b or 457-b
528 account on behalf of the employee.

529
530 The Benefits Advisory Committee (a representational committee) will meet annually to review
531 and advise upon any changes to the College-offered benefits.

532 **ARTICLE XXI – RECLASSIFICATION**
533

534
535 If a unit member believes that their position is not properly classified under the College's salary
536 schedule, the unit member may make a formal written request to his or her supervisor, on a form
537 prepared by the College, to review the classification. The reclassification form shall be available
538 either on the College website at www.oregoncoast.edu or through the Office of Human
539 Resources.

540
541 An employee may not make a formal request for a review more than once every two (2) years.
542 The supervisor will meet with the employee within thirty (30) calendar days of receiving the
543 completed reclassification form to review the request and a determination concerning the request
544 will be made within sixty (60) calendar days of receipt of the completed reclassification form.
545 The employer can extend the deadline for a final determination by up to thirty (30) additional
546 days by notifying the employee of the need for additional time prior to the sixty (60) day
547 deadline.

548 **ARTICLE XXII – RETIREMENT**

549
550 In accordance with established PERS directives, the College provides a retirement plan through
551 the Public Employees Retirement System (PERS). PERS membership is available to employees
552 who are appointed to PERS qualifying positions. OCCC will pay the employer contribution and
553 will, additionally, "pick-up" the employee contribution to the plan for eligible members.
554 Part-time employees appointed to positions which do not meet this requirement may still be
555 eligible if working concurrently for another PERS covered employer.

556 **ARTICLE XXIII – NONDISCRIMINATION**

557
558
559 The College is committed to providing equal employment opportunity through the practice of
560 non- discrimination with regard to race, color, sex, sexual orientation, religion, age, national
561 origin, marital status, disability or any other status protected by law. The College is committed to
562 providing reasonable accommodation to qualified individuals with disabilities in accordance
563 with applicable law.

564 **ARTICLE XXIV – LAYOFF OF STAFF**

- 565
566
567 A. The College may lay off a unit member because of abolition of position, shortage of funds
568 or work, a material change in duties, or changes in the organization the College determines
569 warrant a layoff. In the event employee reductions become necessary the College will notify
570 the Union and the affected employee(s) at least 14 days in advance of any layoff. A layoff is
571 defined as elimination of a position or positions or a reduction of the overall employment
572 hours from 20 hours or above to less than 20 hours. Duties performed in conjunction with
573 laid-off positions may be reassigned to other employees if those duties are appropriate to the
574 other employees' classifications.
- 575 B. No temporary or permanent separation of a unit member from the College as a penalty or
576 disciplinary action will be considered a layoff.
- 577 C. Laid-off unit members will be eligible for recall to their former positions up to 12 months from the
578 date of lay off. The laid-off unit member will be responsible for maintaining with the
579 College a current address, e-mail address, and telephone number where the member can be
580 contracted.
- 581 D. If recall is offered the offer shall be sent by certified mail; any laid-off unit member
582 offered a recalled position must confirm acceptance of their former position within to five
583 business days of receipt of the offer. The unit member must be available to report to work
584 within 15 days or they will forfeit all recall rights. Failure to confirm acceptance will also
585 result in forfeiture of recall rights.

E. Employees returning from a layoff shall have previously accrued sick leave reinstated. Participation and/or eligibility for PERS benefits will be governed by PERS rules and regulations existing at the time of the recall.

ARTICLE XXV – STRIKES/LOCKOUTS

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

ARTICLE XXVI – SCOPE OF THE AGREEMENT

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

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

ARTICLE XXVII – LABOR MANAGEMENT COMMITTEE

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

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

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

ARTICLE XXVIII – SEPARABILITY

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

627 **ARTICLE XXIX – DURATION**

628
629 Unless otherwise noted, this Agreement shall take effect on the first day of the month following
630 ratification by both parties and shall remain in full force and effect until June 30, 2023.
631
632
633

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

Oregon Coast Community College



Shannon McKibben
Vice President of Classified Bargaining
OCUE Local 6020

08/02/2023

Date



Dr. Birgitte Ryslinge
President

Oregon Coast Community College

8/3/2023

Date

APPENDIX A: Classified Unit - Exempt and Non exempt Pay Schedules **Effective July 1, 2022**

ANNUAL PAY SCHEDULE

Step - 2%																							
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
C			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	41,462
D			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	44,557
E			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	47,911
F			34,668	35,352	36,059	36,780	37,515	38,266	39,031	39,812	40,608	41,420	42,248	43,093	43,955	44,834	45,731	46,646	47,579	48,530	49,501	50,491	51,503
G			37,258	38,003	38,763	39,538	40,329	41,136	41,958	42,797	43,653	44,527	45,417	46,325	47,252	48,197	49,161	50,144	51,147	52,170	53,213	54,278	55,355
H			40,052	40,853	41,670	42,504	43,354	44,221	45,105	46,007	46,927	47,866	48,823	49,800	50,796	51,812	52,848	53,905	54,983	56,083	57,204	58,348	59,510
I			43,056	43,917	44,796	45,691	46,605	47,537	48,488	49,458	50,447	51,456	52,485	53,535	54,605	55,698	56,812	57,948	59,107	60,289	61,495	62,725	63,989
J	44,488	45,378	46,285	47,211	48,155	49,118	50,101	51,103	52,125	53,167	54,231	55,315	56,421	57,550	58,701	59,875	61,072	62,294	63,540	64,811	66,107	67,429	68,776

MONTHLY PAY SCHEDULE

Step - 2%																							
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
C			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	3,455
D			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	3,713
E			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	3,993
F			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	4,292
G			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	4,613
H			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	4,959
I			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	5,332
J	3,707	3,781	3,857	3,934	4,013	4,093	4,175	4,259	4,344	4,431	4,519	4,610	4,702	4,796	4,892	4,990	5,089	5,191	5,295	5,401	5,509	5,619	5,731

HOURLY PAY SCHEDULE

Step - 2%																							
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
C			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	19.93
D			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	21.42
E			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	23.03
F			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	24.76
G			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	26.61
H			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	28.61
I			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	30.76
J	21.39	21.82	22.25	22.70	23.15	23.61	24.09	24.57	25.06	25.56	26.07	26.59	27.13	27.67	28.22	28.79	29.36	29.95	30.55	31.16	31.78	32.42	33.07

1 **APPENDIX B**

2
3 **OREGON COAST COMMUNITY COLLEGE**

4 Memorandum of Understanding Casual

5 Employees

6
7 Oregon Coast Community College does not desire nor intend to use the Classified employee class
8 to supplant current or new Classified positions. It is our goal that when Classified-type workload
9 requirements are regular (predictable throughout a year) and continuing (expected for the years to
10 come), the College will create and staff new, regular Classified positions contingent on resource
11 availability.

12
13 Recognizing that there will be on-going circumstances in which the "regular and continuing"
14 standard is either not met or not yet met, the College seeks to establish the category of "Casual
15 Employees."

16
17 A casual employee is an employee with an assignment that does not exceed 599 hours per year,
18 and whose assignment automatically ends on June 30th of each fiscal year.

19
20 In addition, casual employees:

- 21
22 • Are not included in the AFR-Oregon Coast United Employees, Local 6020, AFT, AFL-
23 CIO bargaining unit;
24 • The total FTE of casual assignments at any given time will not exceed 20% of the total
25 FTE of the Classified Support Staff group.
26 • Do not receive benefits except for the minimums set forth by Federal and State law; and
27 • Are not the same as "temporary" employees (defined as represented, fixed-duration
28 employees, for example those hired through a grant).

29
30 Examples where the College would use Casual employees at a Classified level (categories are not
31 mutually exclusive):

- 32
33 1. Student employees
34
35 2. A short-term (less than 6 months) vacancy in a regular, represented position. Examples: o
36 Position is vacated due to retirement or resignation, and the program or area
37 workload requires that the work continue to be performed while the search process
38 for a new permanent hire moves forward.
39 o Regular employee in a position is on leave and will return.
40
41 3. When a new staffing structure is in development, pending a new permanent structure,
42 which could include new Classified positions if a final determination to implement the
43 structure is made.
44

- 1
2 4. For work that is by nature, filled by transitory employees, where there is high turnover
3 both because the work requires very recent exposure, and also because the people
4 typically seeking the work are in transition. Examples would be tutoring or aquarists
5 where the work is most frequently done by students or recent graduates.
6
- 7 5. For Seasonal/Intermittent/Project needs where there is work to be done on occasion and
8 not necessarily according to a regular, ongoing, defined schedule. Examples would be:
9 o Seasonal landscaping or one-time facilities support
10 o Intermittent technical work related to program equipment (such as in Aquarium
11 Science or Nursing).
12 o One-time, clerical project work such as scanning document batches.
13
- 14 6. Intermittent work that relies on a pool of specialists, for example musical accompanists or
15 lab equipment repair or maintenance.
16

17 The College will provide to the Union the name, date of hire, position title, associated FTE, pay
18 rate and duration of the assignment for any casual hires at the Classified level.
19

**MEMORANDUM OF UNDERSTANDING
REGARDING POSITIONS ADDED TO BARGAINING UNIT**

Pursuant to the MOU executed by the parties on May 19, 2022 ("Addition MOU"), the parties agree that the following addresses the terms and conditions of employment for the nine (9) added positions that are not currently addressed by the collective bargaining agreement (CBA) between the parties.

1. The following nine (9) positions ("Added Positions") were included in the bargaining unit under the terms of the Addition MOU:

- Student Success Coach
- Academic Coordinator
- Student Resource Navigator
- Marketing/Foundation Coordinator
- IT Support Technician
- Small Business Development Center Counselor
- Business Advisor
- Finance Analyst
- Academic Affairs Assistant

2. All terms and conditions of the CBA apply to the Added Positions as of May 19, 2022, except as provided in the paragraphs below.

3. Inclusion in the bargaining unit will not change the current pay status the Added Positions. Positions that are currently FLSA exempt will remain so at their current salary for the duration of the current CBA, except that the Added Positions will have their compensation adjusted in accordance with Article XIX of the CBA. Exempt Added Positions are not subject to the wage schedule for non-exempt employees and are not eligible to receive overtime pay. An additional wage schedule for FLSA exempt members of the bargaining unit will be added to the 2023-2024 CBA.

4. Effective January 1, 2023, the Added Positions will accrue vacation in accordance with Article IX of the CBA unless an employee was already accruing vacation at a higher rate. Employees that are accruing vacation time at a rate greater than provided in Article IX will continue to accrue vacation at the current rate until such time they reach a benchmark in Article IX that increases the accrual rate to Equal or more than they are currently accruing.