

# **LABOR AGREEMENT**

**Between**

**LEWIS AND CLARK COLLEGE**

**and**

**TEAMSTERS LOCAL UNION NO. 305**

Affiliated with the  
International Brotherhood of Teamsters



**June 1, 2021 through May 31, 2024**

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**THIS AGREEMENT** made by and between **LEWIS AND CLARK COLLEGE**, herein called the “**EMPLOYER**” and **TEAMSTER DAIRY, BAKERY & FOOD PROCESSORS, INDUSTRIAL, TECHNICAL & AUTOMOTIVE LOCAL UNION NO. 305** affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, of Portland, Oregon, herein called the “**UNION**”.

## **ARTICLE I - RECOGNITION**

### **1.1 - Scope of Unit**

The College recognizes the Union as the sole and exclusive bargaining agent for all Facilities Department employees, excluding office clerical, seasonal, part-time, temporary, and student employees, guards, professional employees, supervisors, and all other employees. “Student employees” are defined as persons who are full-time students, employed through the Student Employment Office of the College. “Part-time employees” are defined as employees with an FTE of less than .53, based upon a 1.0 FTE equaling 1,950 hours per year (.53 FTE equals 1,033.5 hours per year). “Temporary employees” are those employed for up to one hundred-twenty (120) days in a twelve-month period for special projects and those employed for up to ninety (90) days as replacements for bargaining unit employees on leave of absence. Facilities Department employees are considered “Essential Emergency Personnel” for emergency situations at the College.

### **1.2 - Purpose**

The purpose of this Agreement is to set forth those matters agreed upon in collective bargaining pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

## **ARTICLE II - UNION SECURITY**

### **2.1 - Membership**

It shall be a condition of employment that all employees of the College covered by this Agreement on the effective date of this Agreement shall become and remain members in good standing throughout the term of this Agreement. Employees who are hired into the bargaining unit after the effective date of the Agreement shall become members of the Union within thirty (30) days following their date of hire and maintain their membership in good standing for the term of this Agreement. For purposes of this article, a person shall “maintain membership in good standing” by paying the initiation fees and periodic dues uniformly required as a condition of membership in the Union. The Union agrees to indemnify the College for any action taken by the College at the Unions request because of an employee’s failure to comply with the provisions of this Article. The College shall notify the Union Representative and Union Steward by email of all newly hired employees within seven (7) days of their first date of employment. Such notification shall be in writing and include the employee’s name, date of hire, mailing address and position of employment. Such notification requirements shall apply to all full-time, part-time and temporary employees. Such notification shall not apply to student employees.

The College shall also notify the Union Representative and Union Steward of all terminated or transferred out of the Bargaining Unit employees within seven (7) days by email.

The College will provide Union membership materials including the application for membership, to all new employees in the Bargaining Unit. The Union shall conduct its orientation separately from the College. Employees shall be released for up to thirty (30) minutes to meet privately with the Union Steward within thirty (30) days of hire. The Union Steward shall also be released from their regular duties for the purpose of conducting this orientation.

## **2.2 - Checkoff**

The College agrees to deduct from the paycheck of each employee who has so authorized it in writing the regular monthly dues uniformly required of the members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees who have signed such authorization. Authorization by the employees shall be on forms approved by the College.

## **ARTICLE III - MANAGEMENT RIGHTS**

Except to the extent expressly modified by a provision of this Agreement, the College reserves all of its rights to manage the College or any part of it. These rights include, among others, the right to select and hire new employees, to direct the work force, to relieve employees from duty because of lack of work or other reasons consistent with efficient operation, to assign work to employees, to decide the number and location of its facilities and departments, to add and to close departments, or portions thereof, to establish standards of performance, to establish, modify or eliminate job classifications (subject to negotiation of wage rates), and to introduce new or improved methods or facilities. The foregoing enumeration of management rights shall be deemed not to exclude other rights of management not specifically set forth, and the College retains all prerogatives, functions, and rights not specifically limited by this Agreement. If conflicts exist between this contract and College Policy, this contract shall supersede.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **4.1 - Definition and Steps**

A grievance is defined as, and limited to, a complaint by an employee that a specific provision of this Agreement has been violated. All grievance proceedings shall be held during the grievant normal working hours. The grievant will be given the opportunity to attend all grievance proceedings with the Union Steward or other Union member of the grievant's choosing and/or the Union Representative. A grievance shall be processed in the following manner:

Step 1. The purpose of this procedure shall be to resolve grievances at the lowest possible level. A grievance shall first be submitted in writing by the employee to their immediate Supervisor. A grievance must be presented within five (5) working days of the employee's knowledge of the facts giving rise to the grievance. The written grievance shall be signed by the grievant, Union Steward or the Union Representative and include any provision(s) of the Agreement that have been violated and the settlement desired. The Supervisor then has five (5) working days to respond to the grievance in writing.

Step 2. If no agreement is reached within five (5) working days between the grievant and Supervisor, the grievance shall be presented to the Associate Vice President of Facilities. The Union Steward, Union Representative and the Associate Vice President of Facilities shall attempt to settle the matter. The employee will have the opportunity to be present. The College will then have five (5) working days to respond to the grievance in writing.

Step 3. If no agreement is reached within five (5) working days of the presentation under Step 2, then either the Union or the College shall submit the grievance to the Joint Conference Board. The moving party shall, within the following five (5) working days, request that a Joint Conference Board be convened. The Joint Conference Board shall consist of two (2) Union representatives and two (2) College representatives.

Step 4. If the Joint Conference Board has not resolved the matter within ten (10) working days following the request under Step 3, the grievance may be referred to arbitration under Article 5.

#### **4.2 - Grievance Investigation**

The College recognizes the right of the Union to investigate the circumstances surrounding any grievance matter so long as there is no interference with work. An employee shall have the right to withdraw, in writing, a grievance at any time.

#### **4.3 - Time Limits**

It is understood that the Union will be the moving party in each step of the grievance procedure. Grievances not advanced to the next step within the time limits of this Article by the Union shall be considered withdrawn. Grievances not answered by the College within the time limits of this Article shall be considered agreed to regarding the remedy requested, without precedent. Such time limits may be extended by mutual consent of the College and the Union.

### **ARTICLE V - ARBITRATION**

#### **5.1 - Referral to Arbitration**

If the Union and the College fail to settle any grievance, the matter may, at the option of the Union, be referred to an impartial arbitrator mutually agreeable to both parties.

## **5.2 - Selection of Arbitrator**

If an impartial Arbitrator cannot be mutually agreed upon, the parties shall promptly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Both the College and the Union shall strike three (3) names from the panel. The party requesting arbitration shall strike the name first, the other party shall then strike one name. The process shall be repeated twice, and the remaining person shall be the Arbitrator. The Arbitrator shall begin taking evidence and testimony as soon as possible after their selection.

## **5.3 - Submission Agreement**

Within a reasonable time after the selection of the Arbitrator, the parties shall enter into a submission agreement which shall clearly state the issues to be decided. If the parties are unable to agree on a joint statement of the issues to be decided by the Arbitrator, then the submission of the same shall contain the written grievance, appeals, and the College's disposition of the same with the notation that the parties could not agree upon a submission agreement.

## **5.4 - Hearing**

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The Arbitrator will render their findings and award in writing within thirty (30) calendar days after the conclusion of the hearing.

## **5.5 - Authority of the Arbitrator**

1. The Arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.
2. The Arbitrator shall have authority to decide questions of fact or law involved in any grievance or dispute referred to arbitration.
3. The decision and award of the Arbitrator shall be final and binding on both parties and the employee submitting the grievance.

## **5.6 - Cost of Arbitration**

Compensation and expenses for the arbitrator and the general expense of the arbitration proceeding shall be borne equally by the parties. Each party shall be responsible for its own expenses and costs incurred in connection with the presentation of the case. If either party desires a transcript, it shall provide the original to the Arbitrator and shall be responsible for the related costs. If the other party desires a copy, both parties shall share equally the costs of the reporter, the original, and two (2) copies of the transcript.

## **ARTICLE VI - EMPLOYEE REPRESENTATION**

### **6.1 - Employee Union Steward**

The employee selected by the Union to act as a Union representative shall be known as the "Steward". There shall not be more than one (1) Steward. The name of the employee selected as such shall be certified in writing to the College by the Union and they or their designee shall be invited to participate as a member of the Fringe Benefit and 403(b) Retirement Committees.

### **6.2 - Labor-Management Committee Meetings**

Meetings between representatives of the College and the Union will be held quarterly or within one (1) week following a request by either party. The quarterly meetings will be scheduled by the College. Attendees at the quarterly meetings will include the Associate Vice President for Facilities, the Associate Vice President of Human Resources, the local union representative and the Union Steward. The Union Steward may also invite one other member of the Bargaining Unit. The purpose of these committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the College issues which would improve relationships between the parties. Meetings will be held during the Union Steward's normal working hours. The Union Steward and the other Bargaining Unit member attending the meeting will receive their regular pay for time spent at such meetings. All other meetings requesting the attendance of the Union Steward are not required to be held during the Union Steward's work hours, but Union Steward will receive pay for time spent at such meetings.

## **ARTICLE VII - SENIORITY**

### **7.1 - Probationary Period**

A new employee shall be on probation for the first ninety (90) calendar days of their employment. The probationary period may be extended by mutual agreement between the College, the employee, and the Union so long as the extension is agreed upon and confirmed in writing before the end of the initial probationary period. After completion of the probationary period (and extension, if applicable), such employee shall be placed on the seniority list with credit from the date of hire in the Bargaining Unit. An employee may be terminated during the 90-day probationary period (and extension, if applicable) at the discretion of the College, without recourse to the grievance and arbitration procedure.

## **7.2 - Seniority**

Seniority shall be defined as the total length of continuous service within the Bargaining Unit.

In matters of layoff, rehire, shift preference as it applies to open positions and vacations within a specific job classification, the College shall give first consideration to those employees with greater seniority. Positions shall not be considered open for purposes of shift preference until the new employee successfully completes the probationary period.

Layoff(s) in any job classification shall typically be in the inverse order of seniority. Seniority shall be considered, along with qualifications, in the event of a layoff. Where ability to perform the job is relatively equal, seniority shall prevail. Management will meet and confer with the Union if it makes a layoff decision based on qualifications rather than seniority. An employee notified that they are to be laid off may utilize their seniority to bump the most junior employee in any classification provided the senior employee is qualified to perform the work as defined in the job description. An employee who wishes to exercise bumping rights shall notify the department manager in writing not more than 48 hours following receipt of written notice that they are to be laid off.

Recall shall be in the inverse order of layoff. The College will not lay off a Bargaining Unit employee while a temporary, laborer, or part-time employee is employed in the same classification, or performing any Bargaining Unit work.

## **7.3 - Seniority Lists**

The Union Steward shall be provided on a quarterly basis an emailed copy of the seniority list to be posted on the Union Station Board showing the continuous service of each employee and their current job classification. Simultaneously, the current seniority list will be posted below the Labor Agreement on the College website. Should any objections arise to seniority listing, such objections shall be made within thirty (30) days after posting the roster, with the exception that any employee who is off work due to injury, illness or layoff at the time of posting the roster shall have a thirty (30) day period after returning to work to enter such objections.

## **7.4 - Continuous Service**

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, layoff for six (6) months, after a continued absence of six (6) months due to sickness or accident which did not arise in the course of employment (unless mutually agreed to extend this period), after an absence of three (3) consecutive working days without proper report off work and upon failure to report for work within five (5) working days after date of receiving notification of recall from layoff, or confirmation of recall by certified mail, return receipt requested. Employees off the job because of industrial accident or occupational illness shall continue to accumulate seniority for a period of twelve (12) months and will continue to maintain their seniority status but shall not accumulate seniority after this twelve (12) month period ends. Employees off the job because of accidents or illnesses which did not arise in the course of employment shall continue to accumulate seniority for sixty (60) days.



### **7.5 - Transfers out of Bargaining Unit**

Employees transferred or promoted to positions within the College but outside the Bargaining Unit shall, for a period of six (6) months, maintain their seniority status, but shall not accumulate additional seniority. Such employees may exercise their seniority in the Bargaining Unit only so long as they return to the Bargaining Unit not later than six (6) months from the date of their transfer.

### **7.6 - Rehires**

If an employee is terminated and rehired within six (6) months, their seniority shall date back to the original hiring-in date for the purpose of computing vacation pay.

### **7.7 - Job Opening**

Dated job openings for Bargaining Unit positions will be posted for three (3) working days on the Union Station Board and via email before such openings are made available to the public or filled by the employment of a person from outside of the Bargaining Unit. Bargaining Unit employees who apply in the conventional manner (College application process and interview) at the time of such opening will be considered for such openings based on qualifications and seniority. An employee filling a vacancy under this Section shall have up to fifteen (15) working days to prove their ability. If they are unable to perform the job in a satisfactory manner during this period as determined by the Associate Vice President of Facilities, they shall have the right to return to their previous job.

The College shall make every effort to hire qualified internal applicants for promotions and transfers before new employees from the outside. The College will annually document its effort in a written report to the Union by April 1 of each year. Included in the documentation will be the number of Bargaining Unit positions posted by the College, the number of internal applicants that apply for each open position, the number deemed qualified, and whether an internal applicant was selected.

The College and Union agree to discuss in Labor Management meetings the best process for posting Bargaining Unit positions and may alter the procedure for posting positions on the Union Station Board without opening this provision for bargaining as long as the Union, Shop Steward and College agree on the new procedure.

## **ARTICLE VIII - DISCIPLINE AND DISCHARGE**

**8.1** The College shall not discharge or suspend an employee without just cause. The College recognizes the principle of progressive discipline for disciplinary matters and agrees to follow such principle in the normal, customary manner, depending upon the seriousness of an offense.

**8.2** Copies of termination, suspension, or warning notices will be provided to the Union Steward designated by the Union. Such notices will also be mailed immediately by the College to the Local Union.

**8.3** Warning notices shall be removed from an employee's file not later than twelve (12) months following date of issue.

**8.4** An employee shall have the right to protest any warning notice, suspension, or discharge under the terms of the Grievance Procedure.

The employee will be notified of the purpose prior to investigatory and disciplinary meetings. If the purpose of the meeting is to apply discipline at the level of a written warning or greater, or to follow up on an earlier written warning, the employer shall inform the employee of their right to have union representation at the meeting.

## **ARTICLE IX - HOURS OF WORK**

### **9.1 - Regular Hours**

All employees shall be scheduled to work on a regular work shift. Each shift shall have regular starting and quitting times, which may differ between employees. The work week for FLSA purposes shall be defined as Monday through Sunday. In the event the College establishes swing or graveyard shifts (following an orientation period on day shift), or regular schedules that include Sunday work, employees in the classification involved shall be able to exercise preferences by seniority. No employee shall be required to work a split shift.

### **9.2 - Work Schedules**

Normal schedules showing employee shifts, workdays, and hours shall be posted on the Union Station Board at all times. Upon mutual agreement between the Supervisor and employee, four (4) day work weeks of 37.5 hours may be scheduled with such daily hours as the Supervisor and employee shall mutually agree. The College in its discretion may return to a normal work schedule.

Bargaining Unit employees shall report to work as Essential Emergency Personnel (defined below) when the College is closed for Inclement Weather and other types of emergencies. Such emergency call outs shall be subject to applicable pay provisions in Article 10.11. "Essential Emergency Personnel" shall mean all Facilities employees who are regularly scheduled to work that day.

### **9.3 - Regular Work Week**

The parties agree that the regular work week for the Facilities Department shall be 37.5 hours, effective June 1, 2010 and thereafter. The regular work week for any employee shall be made up of five (5) consecutive workdays, or four (4) consecutive workdays. The parties agree the regular work week shall be 37.5 hours. The regular work day shall be defined as 7.5 hours. The work day for four (4) day work weeks shall be defined between the College and the employee by mutual agreement.

#### **9.4 - Meal Periods**

Except as otherwise agreed, employees shall receive a one-half hour unpaid meal period during each work shift. Meal periods shall be scheduled by the Supervisor at the middle of the shift, to the extent practical. Travel time, if any, to the meal area shall be considered part of the meal period. In the event a meal period is interrupted by work requirements or duties, the meal period re-starts at the next reasonable time frame. Supervisors will make courteous efforts to avoid assigning duties or contacting an employee during meal periods.

#### **9.5 - Rest Periods**

Employees shall be allowed a 15-minute rest period during each half shift. Timing of the rest period shall be designated by the Supervisor and shall be as nearly as practical at the middle of each half shift. Rest periods shall be measured from the time an employee ceases to work to the time work is resumed. Travel time, if any, to the break area shall be considered as part of the rest period. A 15-minute rest period shall be provided after two (2) hours of overtime work following the end of the shift. In the event a break is interrupted by work requirements or duties, the break period re-starts at the next reasonable time frame. Supervisors will make courteous efforts to avoid assigning duties or contacting an employee during breaks.

### **ARTICLE X - WAGES AND SPECIAL PAY PROVISIONS**

#### **10.1 - Wages**

Effective June 1, 2021, employees shall be paid at the rates set forth in Exhibit 'A', which reflects a 2.0% increase, and shall receive a \$750 one-time cash bonus along with their monthly pay in their June, 2021 paycheck.

Effective June 1, 2022, employees shall be paid at the rates set forth in Exhibit 'A', which reflects a 3.0% increase.

Effective June 1, 2023, employees shall be paid at the rates set forth in Exhibit 'A', which reflects a 3.0% increase.

Employees shall be hired at not less than hiring rate. Employees will be advanced to the one (1) year scale rate on the first year anniversary of their date of hire unless the employee has received not less than thirty (30) days' written notice that their performance is unsatisfactory and the employee will not be advanced to the one (1) year scale rate unless performance improves to a satisfactory level by the anniversary date. The notice will include a specific description of the unsatisfactory performance and measurable goals to achieve satisfactory performance. If advancement to the one (1) year scale rate is withheld based on such notice, the employee will be given an additional period not to exceed sixty (60) days following the anniversary within which to improve performance to an acceptable level and receive the advancement at that point in time.

### **10.2 - Swing Shift Premiums**

Any shift with a start time of 2:00 p.m. or later shall receive an additional \$1.00 per hour for all hours worked that day.

If the College starts a third shift with a start time of 10:00 p.m. or later, it is agreed that the College and Union shall meet and negotiate a shift premium for that shift.

### **10.3 - Work in a Higher Classification or Position**

Whenever an employee performs any work in a classification or position above that in which the employee is normally employed, they shall get the work approved in advance, in writing, by the Associate Vice President for Facilities. If approved, the employee shall be paid at the higher rate for those hours approved and worked in the higher classification.

### **10.4 - Pay Periods**

Wages shall be paid in accordance with the current practice for this Bargaining Unit subject to changes required by State or Federal wage and hour law. The Employer and the Union agree to bargain over changes to the pay period at any time at the request of the Employer.

### **10.5 - Call-Back Time**

Any employee called back to work after their regularly scheduled shift shall be paid for the call-back hours at the time and one-half rate with a minimum guarantee of four (4) hours.

### **10.6 - Reporting Time**

Any employee who is scheduled to report to work and who is not notified not to report at least two (2) hours prior to their scheduled starting time, and who reports for work as scheduled, shall be guaranteed four (4) hours of work.

### **10.7 - Overtime**

Time and one-half an employee's regular hourly rate of pay shall be paid for all hours compensated in excess of 37.5 hours per work week, subject to changes required by State or Federal wage and hour law. Employees will work overtime when requested as required to meet deadlines. The Associate Vice President of Facilities must approve all overtime in advance. Overtime shall be paid on regular pay days.

### **10.8 - Scheduled or Unscheduled Overtime**

Scheduled overtime shall be such hours as the operational demands or needs of the College may require. Except in cases of emergency, employees shall be notified of required overtime at least one (1) hour prior to the end of their scheduled shift. When scheduled overtime is required, employees will be requested to work by following the procedure of starting at the top of the seniority list within the classification and running the list each time. If the College is unable to recruit the necessary number of employees in this manner, junior employees will be required to work in the reverse order of seniority until the crew has been obtained.

If overtime is unscheduled, it will not be considered necessary for the College to request employees who are unavailable (for instance, not on campus) to work overtime, nor will it be considered necessary to recruit senior employees when a junior employee is already on the job that requires overtime to complete if in the College's judgment it can be completed more efficiently by the junior employee.

Any employee called back to work after their regularly scheduled shift has ended shall be paid for the call-back hours at the time and one-half rate with a minimum guarantee of four (4) hours. Any employee asked within the last hour of their shift to remain at work after their regularly scheduled shift has ended shall be paid at the time and one-half rate with a minimum guarantee of two (2) hours.

### **10.9 - Release Time**

This Section shall apply to regularly scheduled days and hours of work when the College releases employees from their work obligations. Employees who are not required by the department Supervisor to work during release hours shall be paid at their regular rate for the hours released. Employees who are required to work shall receive their regular pay for the hours worked and shall be entitled to pay, at the straight rate, equal to the number of release hours.

The College shall provide release time to Union Members for the purpose of attending quarterly Membership meetings. The release time shall not exceed thirty (30) minutes per employee per quarter and will not accrue from quarter to quarter. The membership meeting will follow the Facilities All-Staff meeting in the same room and shall be reserved for the additional thirty (30) minute period. Release time may not be denied unless based upon a reasonable need of the department. The Union Steward and Associate Vice President may negotiate a different Membership meeting time suitable to all parties. If employees are called for essential or emergency work duties during this time, they are obligated to respond.

## **10.10 - School Closures**

When conditions warrant, the President or designated representative may authorize closure of the College or specific areas of the College. In the event of a closure during the work day, affected employees will be paid for the duration of their regularly scheduled shift.

## **10.11 - Inclement Weather**

In the event of inclement weather or other emergency, the College will be closed at the discretion of the President or designated representative. In the event of an authorized closure, payment for the day will be as follows:

1. If the College is officially closed, all Facilities Employees are considered Essential Emergency Personnel as defined in Section 1.1. Essential Emergency Personnel will be compensated for the regularly scheduled work day plus actual time worked at the appropriate rate of pay. Required attendance on a day or at hours that the College is officially closed is up to the discretion of the Associate Vice President of Facilities.
2. If the College or the Facilities Department experiences a delayed opening, the employee is expected to report to work at the announced opening time, but will be paid for the complete regularly scheduled work day. Employees will communicate with their supervisor prior to the regular scheduled beginning of their shift, to determine when they are to report to work. Employees required to report before the delayed opening will be paid their normal wages plus a premium equal to straight time wages for the early hours.
3. If the College is open, employees are expected to report for work at their regularly scheduled time. If an employee is unable to report to work because of their own personal situation, the Supervisor must be notified before the scheduled reporting time. The employee may then use accrued vacation in order to be paid for the day. If the employee does not have vacation accrued, the time off will be without pay.

## **10.12 - Training**

Training opportunities for Facilities staff are evaluated in the following ways:

### **10.12.1 - Required training for an existing job classification**

This section applies to required training to maintain facilities and equipment, certification(s), or comply with regulatory requirements in areas directly related to an employee's current position. Examples of such training are: grounds staff attending pesticide application training; maintenance engineers training on backflow systems; training required for maintenance of work-required licenses; and on-site courses explaining HVAC systems operations and maintenance.

Staff undertaking this type of training will have all costs paid for: registration, materials, travel to and from the site, meals, etc.

Staff will be paid their regular rates of pay for the training, and overtime when hours meet overtime requirements. Prior approval of the Supervisor is required.

## 10.12.2 – Career Development Fund

### a. Purpose and Procedure

The parties recognize that it is in the best interest of the College and the Union to provide in-service training opportunities and professional development for bargaining unit members. A Career Development Reimbursement Fund in the annual amount of \$16,000 and the per person maximum to \$800, shall be made available to bargaining unit members for job-related conferences, workshops, training sessions, course work and seminars that enhance the employee's work performance and facilitate professional growth in any potential position the employee aspires to attain at the college. Permissible use of such funds includes any materials (i.e., books and supplies) reasonably necessary for such classes or programs. The Career Development Fund is not to be used by supervisors to pay for department mandated training, certifications, etc.

A committee consisting of two representatives from both the College and the Union will administer the Career Development Fund.

A copy of the procedure for submission and approval shall be made available to all bargaining unit members by the Union at least annually, in addition to the information provided in the Agreement and on the website.

Funds shall be allocated on a first come, first serve basis, with the goal of providing the maximum benefit to the maximum number of people over the fiscal year of the fund. Provision shall be made to allow employees who have received grants under this section during the current fiscal year to apply for an additional grant **for an additional course, workshop or opportunity for the purposes set forth above** in the event that monies remain in the Career Development Fund during the fiscal year.

Employees will not be paid for time spent attending professional growth opportunities under this section or for travelling to and from such opportunities.

### b. Course Eligibility

Bargaining unit members may also apply for funds to attend college or university courses where such courses are directly related to the employee's current work assignment or to a position to which the employee could reasonably expect to be promoted.

### c. On Campus Opportunities

The College environment as an educational facility also provides many opportunities for personal, academic and career development. The College will allow employees to take advantage of these opportunities, and will assist in scheduling work release time for the employees so long as the employee's attendance does not interfere with the efficient operation of the work unit, and the employee's supervisor approves. Work release time for attendance at these events may be conditioned upon the employee's agreement to make up the time, or an agreed portion thereof, within the same work week.

d. On Campus Workshop

The Union and the College agree to continue the practice of a co-sponsored Support Staff Workshop for the promotion of personal and professional growth. This workshop shall be held at a mutually acceptable date and time. Bargaining unit members will be provided release time to attend. The parties further agree that the College will provide a luncheon for the participants.

**10.12.3 - Positions available for Automatic Promotion**

An employee who completes the training specified for promotion in the job descriptions for the following positions shall, upon completion of the training, be promoted effective the first day of the next pay period: General Maintenance/Assistant Locksmith; Level II Maintenance Engineer; Level III Maintenance Engineer; Level II Electrician. These are the only positions available for automatic promotion based upon achievement of the necessary training, license or certification. Promotions shall be at the same pay scale (Hiring Rate or 1 year scale) the employee was in at the lower classification.

**10.13 - Payroll Errors**

In the event of payroll errors, any overpayment will be returned by the establishment of a reasonable repayment plan, not to exceed three (3) pay periods. Any underpayment will be repaid no later than on the following paycheck, subject to state and federal wage and hour laws.

**ARTICLE XI - HOLIDAYS**

**11.1 - Holidays**

The following days are recognized and observed as paid holidays for employees who would otherwise be scheduled to work on those days:

New Year's Day	Thanksgiving Day
Martin Luther King Day	The Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	All regular work days between Christmas Day and New Year's Day

Additional paid holidays will be recognized in accordance with the annual holiday schedule published by the College and any additional holidays announced by the College for all employees. Employees may request reasonable time off and use earned vacation time for days of traditional Observances or major religious significance other than those listed.



## **11.2 - Holiday Pay**

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Eligible employees will be those working their full schedule on the last scheduled workday before and the next scheduled workday after the holiday unless otherwise agreed by management. Holiday pay shall be for the number of hours the employee would normally have been scheduled to work on the day of leave.

## **11.3 - Weekend Holiday**

Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Employees who regularly work other than Monday through Friday, and who do not receive a holiday due to this schedule shall treat their next normally scheduled workday after the holiday as the holiday.

## **11.4 - Holiday During Vacation**

If an employee is on vacation when a holiday occurs, the holiday shall not be charged against such vacation.

## **11.5 - Holiday Worked**

Supervisors, at their discretion, may require an employee to work on a designated holiday. An employee required to work on a holiday will be compensated for the holiday plus regular pay at one time the hours worked.

## **11.6 - Pre-Holiday Release Time**

In order to provide an incentive for employees to work on the day before scheduled holidays or holiday weekends, all Bargaining Unit employees who are regularly scheduled to work the day before one of the following, scheduled holidays or holiday weekends shall be entitled to early release, with pay, two (2) hours before the end of their shift. Early release shall apply to the following holidays; Labor Day, Thanksgiving, Winter Break, Martin Luther King Day, Memorial Day and Independence Day. However, this does not apply to any holiday if the College provides an additional full holiday adjacent to the holiday required by this Agreement. Supervisors, at their discretion and based upon the needs of the College, may require an employee to work during the two (2) hour release time. An employee required to work during the two (2) hour release time will be compensated for the time plus regular pay at one time the hours worked.

## **ARTICLE XII – SICK LEAVE**

### **12.1 – Accrual**

Employees will accrue paid sick leave for each regular hour paid to a maximum of twenty-two (22) days per year:

<u>Years of Service</u>	<u>Accrual Per Hour</u>	<u>Maximum Days Per Year</u>	<u>Total Maximum Days Accrual</u>
<1+	0.08462	22	130

Sick leave is a benefit granted to employees exclusively for use in the event of absence from work by reason of the employee's illness or injury. Any sick leave taken for an FMLA and/or OFLA covered reason will count against the employee's FMLA and/or OFLA leave entitlement, assuming such entitlement exists.

**12.2 - Maximum Accrual and Payment**

An employee may accumulate up to one hundred thirty (130) days of sick leave. Sick leave is provided by the College solely in the nature of insurance against loss of income due to illness or injury as provided in this Article. Accumulated but unused sick leave shall not be paid upon termination of employment for any cause.

**12.2.1 - Sick Leave Sharing Program**

A. **Coverage:** The purpose of the Sick Leave Sharing Program is to provide a way for employees to transfer accrued sick leave to non-exempt employees in need of additional leave after exhausting their own accrued sick leave and vacation hours, owing to their own serious health condition.

The Program applies to an employee's serious health condition covered under FMLA/OFLA, excluding conditions resulting from any occupationally related accident or illness and for which Workers Compensation benefits have been awarded.

Employees shall be expected to comply with the notification requirements established by the College consistent with applicable law.

Sick leave days are to be transferred directly from donor to recipient, paid at the recipient's current rate of pay.

B. **Eligibility:** All bargaining unit employees who have one year of continuous service are eligible to participate in the Program as a donor or recipient.

All exempt, benefit-eligible employees who have one year of continuous service are eligible to participate in the Program as a donor only.

C. **Limits:** The number of additional sick days an employee can receive through this Program will not exceed thirty (30) days in any twelve-month period. Employees can donate a maximum of five (5) days of sick leave in any twelve-month period and must keep a balance of not less than ten (10) days after each transfer.

D. **Pledge Card:** Employees wishing to donate their sick leave days should complete a Lewis & Clark College Sick Leave Sharing Program pledge card and submit it to the Office of Human Resources. Employees wishing to utilize the Sick Leave Sharing Program should complete the Sick Leave Sharing Program Request Form and submit it to Human Resources.

E. **Transfer Procedures:** The Office of Human Resources will notify the donor and recipient of the transfer and explain how to note the changes to sick leave accrued/used on relevant documentation.

F. **Administration:** A representative from the Office of Human Resources will make the determination of benefits based on the definition of a serious illness or injury under the Oregon Family Leave Act, Family Medical Leave Act, and the guidelines outlined above. In the event that an employee is denied, Human Resources shall provide notice to the employee within five (5) working days of the reasons for the denial. The notice shall include that bargaining unit members have the right to file a grievance contesting the denial within ten (10) working days of receipt of the denial in writing. Grievances filed under this section shall be heard as Step 2 grievances in accordance with Article 4.1, Grievance Procedure.

### **12.3 - Utilization**

Accumulated but unused sick leave shall be payable for days of work which an employee loses due to incapacitating illness or injury. An employee requiring use of sick leave shall give notice to their supervisor or department head prior to commencement of their shift, unless physically incapacitated, including in such notice a reasonable estimate of the amount of leave anticipated to be necessary for recuperation. Absence from work due to incapacitating illness or accident shall be subject to reasonable verification by the College for the purpose of preventing sick leave abuse. Absences due to illness or injury, which exceed accumulated sick leave, will be charged to accumulated vacation before an employee is not paid for the lost time. Employees should contact Human Resources to determine whether their illness/injury qualifies for FMLA/OFLA leave.

### **12.4 - Well Days**

Employees who maintain a perfect attendance record by having no absences from scheduled workdays, other than pre-scheduled medical appointments or health related emergencies during each year will be allowed a personal day off, with pay. The year for purposes of this section will be measured by the contract year beginning each June 1. New employees must complete one (1) full year ending May 31<sup>st</sup> to be eligible. Any such personal day off must be taken in the twelve (12) months immediately following the eligibility year or it will be lost.

## **ARTICLE XIII - VACATIONS**

### **13.1 - Accrual Rate**

Employees will accrue vacation with pay for each regular hour paid in accordance with the following schedule, based upon the employee's completed years of service:

Years of Service	Accrual Amount Per Hour	Maximum Accrual Hours Per Year	Maximum Days Per Year	Maximum Accrual (Days Per Year)
0-<3	0.0577	1950	15	18
3<8	0.0770	1950	20	24
8+	0.0924	1950	24	24

### **13.2 - Vacation Rate of Pay**

Each day's vacation pay shall be calculated on the basis of the employee's regular daily wage rate at the time the vacation is taken, without shift differential, overtime, or other premium of any kind.

### **13.3 - Accumulation of Vacation**

Vacation time cannot be earned or accrued in excess of the stated maximum outlined in 13.1. Vacation shall accumulate only in those months in which a full-time employee is compensated for at least seventy-five (75) hours. Vacation with pay for part-time employees regularly scheduled to work twenty (20) or more hours per week shall be pro-rated against the 37.5 hour per week normal full-time workload. Vacation shall not accrue while an employee is on unpaid status. Additional vacation will not be accrued by employees working overtime.

### **13.4 - Vacation Schedule**

Whenever practical, consistent with the needs of the College and the availability of vacation relief, employees shall have the right to select vacation times. The needs of the College and seniority shall be considered in the event of a conflict between employees over the choice of vacation dates, but each employee shall be permitted to exercise their right of seniority only once annually.

### **13.5 - Payment on Termination or Death**

In the event of termination or death, accrued but unused vacation shall be paid in the employee's final paycheck.

## **ARTICLE XIV- OTHER LEAVES**

### **14.1 - Leave of Absence**

When the requirements of the College's services will permit, any employee hereunder, upon written application to the Employer, or as otherwise agreed, may, if the Employer approves, be granted a personal leave of absence in writing for a period not to exceed six (6) months. Under such leaves, except as provided in Section 7.4, the employee shall retain and continue to accrue seniority for the first thirty (30) days only. After thirty (30) days, seniority shall be maintained. The Union shall be notified of all such leaves. Such leaves may, at the discretion of the College, be renewed or extended for any period. These leaves shall be without pay, and no leave may be granted to accept other gainful employment. At the request of the Union, management will explain and discuss the granting or denial of such leave or extension thereof. Employees returning from an authorized leave of absence or extension thereof will be returned to the job held when the leave was granted, provided the employee remains physically qualified to perform the job. If the job no longer exists, the employee may exercise their seniority commensurate with their ability and seniority standing.

## **14.2 - Jury Duty and Witness Duty**

Should an employee be called to jury duty, they shall continue to receive pay in the amount of their regular daily wage rate up to a maximum of thirty (30) days of missed work. Employees reporting for jury duty service and excused from jury duty two hours prior to the end of their shift shall report to work. Absence of an employee required to testify as a witness on behalf of the College shall be allowed without loss of compensation. The employee must have completed their probationary period to be eligible for such payments.

## **14.3 - Bereavement Leave**

Benefit eligible employees are entitled to up to five consecutive or non-consecutive work days of paid bereavement leave for the death of the employee's own spouse or domestic partner (regardless of gender or gender identity), child, stepchild, parent or sibling and up to four (4) days of paid bereavement leave for other family members as defined below. Bereavement leave must be taken on days reasonably proximate to the death or to the memorial service or funeral. Employees are entitled to a paid one-day funeral leave for relatives not specifically mentioned in this policy. Employees are responsible for notifying their supervisors of the need for bereavement leave.

### **Number of Days of Paid Bereavement Leave:**

<b>Five Days</b>	Spouse or Domestic Partner (DP) Child Stepchild Parent Sibling
<b>Four Days</b>	Stepparent or Stepparent of Spouse/DP Grandchild or Grandchild of Spouse/DP Grandparent or Grandparent of Spouse/DP Son-in-law or Son-in-law of Spouse/DP Daughter-in-law or Daughter-in-law of Spouse/DP Child of Spouse/DP Stepchild of Spouse/DP Parent of Spouse/DP Sibling of Spouse/DP
<b>One Day</b>	Any relative not specifically mentioned in this policy.

## **14.4 - Military Service**

Any employee who is a member of a reserve military force of the United States or of the State of Oregon and who is ordered by the appropriate authorities to attend a training program or perform other duties as a member thereof shall be granted a leave of absence without pay during the period of such activity.

## **ARTICLE XV - TUITION ASSISTANCE PROGRAMS**

Employees covered by this Agreement shall be eligible to participate in the College's Tuition Assistance programs according to College policy in place at the beginning of the semester in which the benefit is used.

## **ARTICLE XVI - INSURANCE AND PENSION BENEFITS**

### **16.1 - Workers Compensation**

All employees will be insured under the provisions of the Oregon Workers' Compensation Act for injuries received while at work for the College. In cases of compensatory injuries under the Workers' Compensation Act, where the employee is able to continue on the job but is required to visit a doctor for treatment upon their orders, such employee shall be allowed a reasonable time off for each doctor's visit for up to two (2) hours per week without a deduction in pay.

### **16.2 - Medical, Dental and Vision Insurance**

Group medical/dental insurance is available for those employees meeting eligibility requirements of the insurance plans. The College shall contribute a portion of the costs. Employees electing to participate in this program shall be subject to the same premium rates and sharing of costs as are uniformly applied to other groups of employees on campus. Any changes in insurance plans and costs during the term of this Agreement shall be no different than those applied to other employees on the campus.

The College agrees to limit the cumulative premium percentage employees pay to no more than 31% of total premiums. This percentage is calculated by comparing total annual employees' premiums to total annual premiums. This calculation will be made at least annually no later than March 15 or at the time of written request by the Union. The College will share the necessary documentation with the Union to satisfy compliance with this agreement. The College agrees that before increasing the employee only share of: the premium for health insurance for the employee only to 20% or more of the total premium; or the employee share of the premium for employee plus one or family to 35% or more of the total premium, the College will give the Union thirty (30) days prior written notice and the Union shall have the right to open this contract for bargaining over health insurance premiums only. The Union shall give College written notice of its request to bargain during the thirty (30) day notice period or waive its right to bargain over health insurance premiums until the next time the contract is open for bargaining.

16.2.1 Employees who provide proof of medical coverage elsewhere and who choose to waive coverage will receive \$50.00 per month for use to purchase other benefits or receive as additional taxable income.

### **16.3 - Disability Income Insurance**

Long-term disability insurance is available to regular employees who work at least thirty (30) hours per week. Coverage begins the first of the month following hire. The College pays the entire cost for basic coverage. Employees may purchase optional insurance to reduce the elimination period to ninety (90) days.

#### **16.4 - Life Insurance**

A group term life insurance plan is available for all employees with an FTE of .53 or greater. The College contributes the entire cost for the basic coverage for employees. The basic policy provides coverage at 1.5 times annual salary, with a minimum of \$15,000. Proof of insurability is not required for enrollment for the basic coverage if application is made during the first thirty-one (31) days of employment.

Employees may purchase additional optional term life and dependent insurance, and additional accidental death and dismemberment coverage.

#### **16.5 - Retirement Income**

The College provides a 403(b) plan to eligible employees. Full-time regular employees who have completed one (1) year of service and otherwise meet the requirements of the College's 403(b) plan are eligible to participate. The College will contribute nine (9) percent of monthly straight-time earnings to the plan for all eligible employees.

Employees may contribute additional amounts within federally mandated limits.

#### **16.6 - General**

If the College improves the benefits provided or the College's contributions under the above plans during the term of this Agreement, the same improvements shall be extended to members of the Bargaining Unit.

#### **16.7 - Other Fringe Benefits**

16.7.1 The College maintains fringe benefit programs in addition to those listed in Article 15 and Section 16.1 through 16.5 for the benefit of its employees. In general, these additional programs have been adopted and modified over the years to reflect the College's resources and the needs and desires of its constituent groups of employees. The College reserves the right to adopt new programs and to modify new and existing programs, except for parking privileges, from time to time as they affect employees in the Bargaining Unit, so long as the same modified terms apply to other groups of employees of the College and the Union is notified in advance.

16.7.2 With respect to parking privileges, the College operates a parking fee system that provides employees with various options to pay for parking, including the option to purchase a semester-long parking pass. The College may increase the rate charged to unit employees who purchase a semester-long parking pass by no more than 4% per year without further bargaining so long as the fee increases also apply to other groups or College employees. If any change is proposed that would increase the cost of a semester-long parking pass by more than 4% per year, or if the College seeks to discontinue offering a semester-long parking pass, the Union shall be given not less than thirty (30) days' advance notice and the opportunity to negotiate in good faith on the change.

## **ARTICLE XVII - GENERAL PROVISIONS**

### **17.1 - No Discrimination**

The Employer agrees not to discharge or discriminate against any employee because of Union membership. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment, because of the actual or perceived race, color, religion, sex, national origin, marital status, mental or physical handicap, sexual orientation, gender identity, or age of such individual. Grievances alleging discrimination will be subject to the grievance procedures provided in this Agreement.

### **17.2 - Union Station Bulletin Board**

The College will provide space on a suitable bulletin board within the department, to be used by the Union and titled the "Union Station Board". The Union shall limit its posting of notices to such bulletin boards. All notices to be placed on the board shall first go to the Union for approval, then dated and posted by the Union Steward.

### **17.3 - Visits by Union Representatives**

Authorized representatives of the Union shall have access to the facility during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Contract is being adhered to; provided, that such representative report to the Associate Vice President of Facilities or their alternate prior to the visitation. There shall be no unreasonable interruption of the work of Bargaining Unit employees. The Employer shall make a place available for the representative to meet the employees.

### **17.4 - Safety**

Adequate and safe equipment shall be provided for employees, and employees shall be required to utilize such equipment in accordance with the instructions of their supervisor. If an employee reasonably considers equipment or instructions to be unsafe, they shall promptly notify the supervisor or department head. An employee requested to accompany an OSHA inspector shall not suffer a loss of wages for time lost from their regular shift during the inspection. The College and employees agree to comply with OSHA regulations. The College agrees to provide required safety equipment at no cost to employees as required by OSHA.



### **17.5 - Uniforms; Protective Clothing; Tools**

Employees are required to wear designated uniforms. The College shall make available a standard annual allowance of \$500 beginning September 1<sup>st</sup> of each year for the purchase of uniforms or protective clothing by each employee. The designated maintenance uniform for employees shall consist of a shirt of a solid color and design determined by the College in consultation with the employees. The uniform shall include the specified identification of the College and the employee by name. The employee's name and the identification of the College shall be visible at all times. New employees may purchase clothing after successful completion of the probationary period. Women's sizes shall be provided in all uniform options.

The clothing allowance is intended to be sufficient to provide each Facilities Services employee with five (5) shirts. The College shall provide each employee with job assignments requiring them to work outdoors with one (1) set of rain gear in addition to the standard clothing allowance. The College shall provide two (2) sets of appropriate coveralls or bib overalls annually to the Painters in addition to the standard clothing allowance. The College shall provide Maintenance Engineers, the Fleet Mechanic, and the Controls Technician with appropriate coveralls or bib overalls to establish two (2) serviceable sets of appropriate coveralls or bib overalls on a continuing basis in addition to the standard clothing allowance for each employee in these classifications.

Safety equipment such as harnesses, dust masks, earplugs, earmuffs, safety glasses, goggles, face shields, hard hats, and chemically resistant gloves and aprons will be provided by the College for the use of an employee while engaged in tasks requiring such safety equipment. These items will be provided in addition to the standard clothing allowance.

The cost of maintaining uniforms, protective clothing, and raingear, including fitting, replacement (beyond the \$500 annual allowance), cleaning and laundering will be the responsibility of the employee.

Carpenters, mechanics and electricians will be required to provide their own hand tools. Such tools which have been broken or worn through normal wear and tear on the job will be replaced upon presentation to the College. The College will not replace tools which have been lost, misplaced, or misused. Bargaining Unit employees will not be required to loan hand tools to anyone.

### **17.6 - Identification Cards**

Identification cards shall be issued free of charge and shall be made available through the Campus Safety Office. There shall be a reasonable charge for replacement cards. The identification card may be used to establish identity as an employee of the College. Employees having cards shall be entitled to those rights and privileges which the College accords cardholders. Upon termination, employees shall surrender all employee and dependent identification cards, keys, phones, tablet devices, and any other College property in their possession. These items must be turned in to their Supervisor or the Human Resources Department prior to receiving their final paycheck.

### **17.7 - Identification Cards for Dependents**

In the manner and for the purposes set forth in Section 17.6, an identification card may be obtained for spouses, domestic partners and children of employees over the age of twelve (12) at the prevailing charge per card. Such cards shall entitle spouses, domestic partners and children of employees to the same uses of the College facilities and buildings as are permitted for the spouses, domestic partners and children of other employees of the College.

### **17.8 - Bookstore Privileges**

Employees shall be given discounts accorded other College employees in the College Bookstore. The identification card may be used to establish identity as an employee.

### **17.9 - Physical Examination**

The Employer shall bear the cost for physical examinations required by it and shall compensate the employee for hours which the employee would have worked if not required to take the examination.

### **17.10 - Bargaining Unit Work**

The College agrees not to expand its present use of supervisory, student, seasonal, temporary, or part-time employees to perform Bargaining Unit work. This Section does not guarantee, however, that the College will continue to maintain the present number of positions and classifications in the Bargaining Unit.

## **ARTICLE XVIII - STATE OR FEDERAL LAW**

### **18.1 - Conflict with Law**

Nothing in this Agreement shall be construed to require either of the parties to act contrary to any State or Federal law. In the event such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the law.

### **18.2 - Changes in Law**

In the event of changes in laws affecting a party's obligations under this Agreement, the parties may by mutual agreement, open the Agreement for negotiations regarding any changes that might be appropriate in light of the new laws.

## **ARTICLE XIX - NO STRIKE - NO LOCKOUT**

### **19.1 - Strikes**

The Union and its members, as individuals or as a group, will not initiate, cause, or participate or join in any strike, sympathy strike, work stoppage or slowdown, picketing, or any other restriction of work at any location of the College for the duration of this Agreement. Except for emergencies, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action, in the event an employee refuses to go through or work behind any lawful primary picket line sanctioned by Teamsters Joint Council 37.

In the event of a strike, work stoppage, slowdown, picketing, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, for the duration of this Agreement, the Union will immediately upon notification from the College attempt to secure an immediate and orderly return to work.

Except for emergency situations as referred to above, it shall not be a violation of this Agreement and it shall not be cause for discharge, if any employee shall exercise any rights permitted by law.

### **19.2 - Lockout**

There will be no lockout of employees in the Bargaining Unit by the College as a consequence of any dispute arising during the period of this Agreement.

## **ARTICLE XX - DURATION OF AGREEMENT**

### **20.1 - Termination**

This Agreement shall become effective as of June 1, 2021, and shall remain in effect until May 31, 2024, and shall continue in effect thereafter unless either party gives sixty (60) days written notice, expressly stating its intention to terminate this Agreement as of May 31, 2024. If such notice is not given, either party may thereafter terminate this Agreement upon sixty (60) days written notice to the other party. Upon receipt of this notice to modify this Agreement, the parties shall meet as soon as practicable for the purpose of negotiating a new Agreement.

### **20.2 - Closure**

This Agreement results from full Collective Bargaining and closes to further bargaining for its term all subjects of Collective Bargaining which were or might have been raised by either party. Either party, may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations for modifications or amendments to this Agreement. Any such notice shall foreclose automatic renewal, and the parties shall negotiate on such modifications and amendments as they may choose to raise in negotiations. In such event, this Agreement shall extend beyond its termination date only as mutually agreed between the parties.

Lewis and Clark College Teamsters Local Union No.305



Andrea Dooley,  
Chief Financial Officer,  
Vice President of Operations

7/23/21

Date



Tony L. Andrews  
Secretary-Treasurer

July 21, 2021


Date



Rob Hughes  
Business Representative

July 22 2021

Date



David Burgess  
Shop Steward

7/16/21

Date

## Exhibit A: 2021-2022 Wage Table

Classification	Hiring Rate 2020-2021	Hiring Rate 2021-2022 (2% Increase)	1 + Year Rate 2020-2021	1 + Year Rate 2021-2022 (2% Increase)
Utility Worker	\$20.23	\$20.64	\$21.91	\$22.35
Shuttle Driver	\$21.37	\$21.80	\$23.08	\$23.55
Groundskeeper	\$24.25	\$24.74	\$26.27	\$26.80
General Maintenance	\$24.25	\$24.74	\$26.27	\$26.80
Carpenter	\$26.54	\$27.08	\$28.66	\$29.23
Painter	\$26.64	\$27.18	\$28.84	\$29.42
Plumber	\$34.24	\$34.93	\$36.57	\$37.30
Events/Parking & Transportation Coordinator	\$26.71	\$27.25	\$28.92	\$29.50
Locksmith	\$27.80	\$28.36	\$30.02	\$30.63
Level I- Maintenance Engineer	\$29.42	\$30.01	\$31.74	\$32.38
Level I - Electrician	\$30.91	\$31.53	\$33.38	\$34.05
Fleet Mechanic	\$32.09	\$32.74	\$34.64	\$35.34
Controls Technician	\$40.70	\$41.52	\$43.94	\$44.82
Level II- Electrician	\$36.94	\$37.68	\$39.42	\$40.22
Level III – Maintenance Engineer	\$34.24	\$34.93	\$36.57	\$37.30
Level II – Maintenance Engineer	\$31.84	\$32.48	\$34.15	\$34.84
General Maintenance/Assistant Locksmith	\$25.47	\$25.98	\$27.47	\$28.03
<b>Leads</b>				
Grounds Lead	\$27.76	\$28.32	\$29.77	\$30.37
General Maintenance Lead	\$31.32	\$31.95	\$33.53	\$34.20
Paint Shop Lead	\$30.15	\$30.75	\$32.34	\$33.00
Maintenance Engineer Lead	\$37.76	\$38.52	\$40.07	\$40.88

Effective 6-1-2021

Effective 6-1-2021

*In addition, all Teamsters will be paid a one-time bonus of \$750 effective 6-1-2021*

## Exhibit A: 2022-2023 Wage Table

Classification	Hiring Rate 2021-2022	Hiring Rate 2022-2023 (3% Increase)	1 + Year Rate 2021-2022	1 + Year Rate 2022-2023 (3% Increase)
Utility Worker	\$20.64	\$21.26	\$22.35	\$23.03
Shuttle Driver	\$21.80	\$22.46	\$23.55	\$24.26
Groundskeeper	\$24.74	\$25.49	\$26.80	\$27.61
General Maintenance	\$24.74	\$25.49	\$26.80	\$27.61
Carpenter	\$27.08	\$27.90	\$29.23	\$30.11
Painter	\$27.18	\$28.00	\$29.42	\$30.31
Plumber	\$34.93	\$35.98	\$37.30	\$38.42
Events/Parking & Transportation Coordinator	\$27.25	\$28.07	\$29.50	\$30.39
Locksmith	\$28.36	\$29.22	\$30.63	\$31.55
Level I- Maintenance Engineer	\$30.01	\$30.92	\$32.38	\$33.36
Level I - Electrician	\$31.53	\$32.48	\$34.05	\$35.08
Fleet Mechanic	\$32.74	\$33.73	\$35.34	\$36.41
Controls Technician	\$41.52	\$42.77	\$44.82	\$46.17
Level II- Electrician	\$37.68	\$38.82	\$40.22	\$41.43
Level III – Maintenance Engineer	\$34.93	\$35.98	\$37.30	\$38.42
Level II – Maintenance Engineer	\$32.48	\$33.46	\$34.84	\$35.89
General Maintenance/Assistant Locksmith	\$25.98	\$26.76	\$28.03	\$28.88
<b>Leads</b>				
Grounds Lead	\$28.32	\$29.17	\$30.37	\$31.29
General Maintenance Lead	\$31.95	\$32.91	\$34.20	\$35.23
Paint Shop Lead	\$30.75	\$31.68	\$33.00	\$33.99
Maintenance Engineer Lead	\$38.52	\$39.68	\$40.88	\$42.11

Effective 6-1-2022

Effective 6-1-2022

## Exhibit A: 2023-2024 Wage Table

Classification	Hiring Rate 2022-2023	Hiring Rate 2023-2024 (3% Increase)	1 + Year Rate 2022-2023	1 + Year Rate 2023-2024 (3% Increase)
Utility Worker	\$21.26	\$21.90	\$23.02	\$23.72
Shuttle Driver	\$22.46	\$23.14	\$24.25	\$24.98
Groundskeeper	\$25.49	\$26.26	\$27.59	\$28.42
General Maintenance	\$25.49	\$26.26	\$27.59	\$28.42
Carpenter	\$27.90	\$28.74	\$30.11	\$31.02
Painter	\$28.00	\$28.84	\$30.29	\$31.20
Plumber	\$35.98	\$37.06	\$38.42	\$39.58
Events/Parking & Transportation Coordinator	\$28.07	\$28.92	\$30.39	\$31.31
Locksmith	\$29.22	\$30.10	\$31.54	\$32.49
Level I- Maintenance Engineer	\$30.92	\$31.85	\$33.34	\$34.35
Level I - Electrician	\$32.48	\$33.46	\$35.07	\$36.13
Fleet Mechanic	\$33.73	\$34.75	\$36.40	\$37.50
Controls Technician	\$42.77	\$44.06	\$46.16	\$47.55
Level II- Electrician	\$38.82	\$39.99	\$41.42	\$42.67
Level III – Maintenance Engineer	\$35.98	\$37.06	\$38.42	\$39.58
Level II – Maintenance Engineer	\$33.46	\$34.47	\$35.89	\$36.97
General Maintenance/Assistant Locksmith	\$26.76	\$27.57	\$28.86	\$29.73
<b>Leads</b>				
Grounds Lead	\$29.17	\$30.05	\$31.28	\$32.22
General Maintenance Lead	\$32.91	\$33.90	\$35.23	\$36.29
Paint Shop Lead	\$31.68	\$32.64	\$33.98	\$35.00
Maintenance Engineer Lead	\$39.68	\$40.88	\$42.10	\$43.37

Effective 6-1-2023

Effective 6-1-2023

## **MEMORANDUM OF UNDERSTANDING**

In 2019, the Oregon Legislature enacted HB 2005 establishing a state-administered family and medical leave insurance program, financed through employee and Employer paid payroll contributions. By September 1, 2021, the state is expected to issue rules governing administration of the program and providing needed clarity regarding interpretation and application of HB 2005. Payroll taxes are expected to begin in January 2022 and benefits are expected to begin in January 2023.

The Union and the College agree that implementation of this program is likely to impact certain provisions of the parties' collective bargaining agreement. In particular, Article XII (regarding sick leave) and Section 16.3 (regarding disability insurance) may require renegotiation.

The parties agree to open Article XII and Section 16.3 of the contract, as well as any other provisions reasonably necessary, in order to address the impacts of HB 2005, upon the request of either party following the issuance of rules regarding HB 2005.