

Blue Mountain Community College
and
Oregon School Education Association
Chapter 150

July 1, 2018 – June 30, 2021
Collective Bargaining Agreement

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Article I – Recognition

1.1 Bargaining Unit Description

The College hereby recognizes the Oregon School Employees Association Chapter No. 150 as the sole and exclusive bargaining representative for all Classified Personnel assigned to work not less than thirty (30) hours per week, and nine (9) calendar months per fiscal year.

Excluding: College employees paid with work-study funds, student employees, supervisors, temporary employees, substitute, part-time, and confidential employees.

1.2 Definitions

- a. The term “Association” when used hereinafter in this Agreement shall refer to the Association of Classified Employees of Blue Mountain Community College/OSEA.
- b. The terms “member,” “unit member”, “bargaining unit member” or “employee” shall refer to all employees represented by the Association in the bargaining unit as defined above.
- c. A “probationary” employee is a new employee who has not completed their probationary period as described in 10.7.
- d. The term “College” or “Board” shall refer to the Board of Directors or designee.
- e. A “Limited Duration Position” is a position that is advertised to initially last for a specified time period not to exceed twenty-four (24) months.
- f. The term “part-time” shall refer to employees who work or are scheduled to work less than thirty (30) hours per week, including student employees and those paid with work study funds.
- g. The term “temporary employee” shall refer to employees who are hired by the College for a specific job assignment involving a limited period of time less than ninety (90) days.
- h. The term “substitute employee” is someone hired to take the place of an employee who is temporarily absent.
- i. The term “day” shall refer to days the College is open for business.

1.3 Subcontracting

The College will enter into negotiations per Oregon Revised Statutes with the Classified Association before bringing in an outside entity to provide services currently provided by Classified employees or that will impact current employees.

The College may make unilateral decisions to use a private vendor for services that are new to the College.

Article II – Management Rights

The College hereby retains and reserves all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:

- a). The executive management and administrative control of the College and its properties and facilities;
- b). Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, suspension, dismissal, demotion, promotion or transfer;
- c). The unqualified right of assignment and direction of work for all of its personnel, and to determine hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement;
- d). The unqualified right to establish the College-school calendar;
- e). Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- f). Adopt reasonable rules and regulations;
- g). Determine the qualifications of the employees;
- h). Determine the location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
- i). Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- j). Determine the financial policies, including accounting procedures and all matters pertaining to public relations;
- k). Determine the size of the management organization, its functions, authority, amount of supervision and table of organization;

- I). Determine the policy affecting the selection, testing or training of employees; providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the College shall be limited only by the specific, written terms of this Agreement and then only the extent that such terms are in conformance with the Constitution and the laws of the State of Oregon.

Article III – Association Dues

- 3.1** The College will deduct Association dues beginning with the first pay period for the bargaining unit members who have a signed or copy of a signed authorization for dues deductions on file with the College. The deductions shall be transmitted monthly to the state office of the Oregon School Employees Association. In the event a member wishes to withdraw his/her membership in the Association, a revocation of authorization for dues deduction shall be provided to both the Association and College in writing.
- 3.2** The College shall not be liable for check-off or deduction errors but shall make proper adjustment with the Association for any errors as soon as is practicable. If the error is called to the attention of the College by the fifteenth (15th) of the month, the correction will be made in that month's payroll. Errors called to the College's attention after the fifteenth (15th) will be corrected the following month.
- 3.3** The Association agrees to hold the College harmless against any and all claims, suits, orders, or judgments brought against the College as a result of this provision.

Article IV – Hiring Procedures for a Transfer

- 4.1** Upon receiving a notice of the existence of a new or vacant full-time Classified staff position from the responsible administrator, the Human Resources Department will notify the President or Council of the Chapter in writing and will notify classified staff by BMCC individual emails. Current Classified personnel who have completed their probationary period as defined in Article 10.7 may apply for a transfer to the new or vacated position and will be considered prior to any outside applicant. With the exception of custodians, external posting will occur five (5) or more days after internal posting of the open position. Before external candidates are considered, any internal applicant who meets the minimum qualifications from the posted job description will be interviewed and considered for transfer. Internal applicants who do not receive an interview may contact Human Resources regarding the reason(s) an interview was not granted. Transfer information may be obtained from the Human Resources Department and will be included in the email notice.
- 4.2** Changes to an employee's position due to a voluntary transfer that results in a change in Job Grade Classification shall be accomplished by moving the employee to the same horizontal step at which they were located prior to the transfer and the new salary shall become effective on start date of new position. (See Attachment #3 – Position and Grade List).
- 4.3** An employee who accepts a voluntary transfer to a different position shall be placed in a trial service period for thirty (30) days excluding any paid or unpaid leave. For transfers to Department of Corrections (DOC), the thirty (30) days will begin after the employee has received DOC clearance.

The employee has thirty (30) days from the beginning of the trial service period in which to voluntarily return to the previous position and pay.

An employee may be returned to the previous position and pay at the direction of the unit administrator because of an inability to work in a team environment, to properly perform the assigned tasks of the position or an inability to learn to properly perform the assigned tasks of the new position.

If the College moves the employee back to the previous position and pay held under the provisions of this section, the employee or the Association may request from the College a written statement of the reasons and issues used to make the determination that the employee was not able to properly perform the job to which he/she transferred. Failure by the College to properly document the reasons for returning the employee to the previously held position may result in the matter being reviewed through the grievance process.

- 4.4** If no transfer requests are filed as defined in 4.1, the College will consider external applicants.

- 4.5** If a similar position has been advertised externally by the College within the last thirty (30) days prior to the announcement of vacancy, the position may be filled from those applications received in response to the earlier advertisement, assuming a qualified applicant has applied in the previous applications.
- 4.6** In the event a vacancy occurs during the period of June 15 to September 15, the Human Resources Department (HR), or representative, shall notify Classified personnel of the vacancy. Classified personnel, who wish to be notified while off assignment must provide a non-BMCC email address by June 1st of each year to HR. HR will send notification when a vacancy occurs. Classified personnel shall have ten (10) calendar days from the date email was sent to apply for a transfer.
- 4.7** In the hiring process for a classified position, at least one (1) Association member will be on the interview panel for all internal and external positions.

Article V – Reduction in Staff

5.1 Seniority shall be defined as the total length of service computed from the employee's most current start date as a full-time classified employee.

For the purposes of computing seniority:

- a) All authorized leave shall be considered as time worked.
- b) Limited duration positions will accrue seniority as follows:
 - i) Internal employees who accept a position of limited duration of less than twenty-four (24) months shall maintain and continue to accrue seniority. They will maintain bumping and recall rights.
 - ii) Externally hired employees in limited duration positions with a time-frame of less than twenty-four (24) months shall not accrue seniority and have no bumping or recall rights to a position.
 - iii) If a limited duration position of less than twenty-four (24) months is extended to twenty-four (24) months or longer, the external incumbent in the position shall accrue seniority effective the initial date of hire into the limited duration position.
- c) Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated within a period of eighteen (18) months, shall retain their full seniority, except for the period of the layoff.
- d) Employees who are discharged for cause, or who resign, lose all rights to seniority.

5.2 When reduction in staff is deemed by the College to be necessary, employees shall be retained in the following manner:

- a) Reductions in the work force shall be made within the bargaining unit and within the job classification in inverse order of seniority, provided however, that employees who are being retained must be qualified (See Attachment 5, Qualification Analysis) for the job to which they are assigned. Disputes regarding such qualifications shall be resolved through the grievance procedure.
- b) If two or more employees are equal in qualifications, according to guideline "a", the senior employee will be given first opportunity to transfer to the position. This employee shall have a thirty (30) day trial and evaluation period. After the thirty (30) day trial and evaluation period, the employee will be retained in that position on a regular employee basis, or if the employee cannot perform the duties required, the employee will be placed on the lay-off list. Disputes regarding such qualifications shall be resolved through the grievance procedure.

- c) The agreed upon bumping procedure shall be followed. (See Attachment 6, Classified Staff Bumping Process.)
- 5.3** Any employee who is laid-off will remain on the lay-off list and be eligible for recall for eighteen (18) months. No new employee shall be hired to any position until all laid-off employees, who are qualified for the position, have been given the opportunity to accept the position.
- 5.4** When the work force is again increased, employees shall be recalled in the inverse order of their layoff provided the employee is qualified to fill the open position.
- 5.5** The College shall notify laid-off employees of a position opening by registered letter, return receipt requested, at the address of record, as maintained in the personnel files. Laid-off employees shall have five (5) days from the date of receipt of such notification in which to indicate their acceptance or rejection of the position. No response from the employee will complete the employee's eligibility for any other open positions thereafter.
- 5.6** Employees returning from layoff shall have all previously accrued sick leave and seniority reinstated. Sick leave and seniority do not continue to accrue during the period of layoff.
- 5.7** Current and laid-off employees are responsible for maintaining a current address with the College.
- 5.8** If the College determines a reduction in staff is necessary, the affected classified employees, and the Association President, shall receive at least a thirty (30) day notice and they shall suffer no loss of pay or benefits for the thirty (30) day period.

Article VI – Holidays

The following days will be paid holidays for all regular and probationary classified personnel:

2 Floating Holidays

4th of July

Labor Day

Round-Up Friday

Veteran's Day

Thanksgiving (Thanksgiving Day and Day after Thanksgiving)

Winter Break: (Christmas Eve Day through New Year's Day)

Martin Luther King Jr.

Spring Vacation Holiday (Last Friday of Spring Break)

Memorial Day

Each time the 4th of July and/or Veteran's Day holidays fall on Saturday; the preceding Friday shall be a holiday. Each time the 4th of July and/or Veteran's Day holidays fall on a Sunday; the succeeding Monday shall be a holiday. The Winter Break holiday is seven (7) paid days of holiday to be determined by the working days of the calendar in the given year. Holiday pay shall be available to an employee who is on the payroll at the College at the time of the holiday.

Employees working less than forty (40) hours per week will have their holiday and floating holiday pay time computed on a pro-rata basis.

6.1 Employees in the bargaining unit shall be compensated for the holiday as though they worked a regular schedule for the day.

In addition, employees working on the above holidays shall receive one and one-half time (1 ½) times their regular rate of pay for hours worked.

6.2 Employees whose regular day off falls on one or more of the above holidays will be given one day off for each such holiday. The day off must be taken within thirty (30) days.

6.3 If one of the above listed holidays falls during an employee's vacation time or sick leave, the employee will receive holiday pay. No vacation or sick leave time will be deducted for that holiday.

6.4 Employees shall receive sixteen (16) hours designated as "floating holidays". These hours may be taken during the fiscal year with approval of the appropriate supervisor. If the floating holiday hours are not taken by the end of the fiscal year they will be lost.

With supervisory approval, an employee may request to use floating holiday hours at any time during the fiscal year.

Article VII – Vacation Time

- 7.1** Vacation time will begin accruing from the first day of employment with the College; however, vacation time cannot be taken by the employee until the six (6) month probationary period has been completed. If an employee is not given regular status, neither vacation time, nor vacation pay will be granted.
- 7.2** Employees working forty (40) hours per week will earn eight (8) hours of vacation leave for each month worked, or portion thereof, providing the employee has worked at least sixteen (16) calendar days during the month. Employees working less than forty (40) hours per week, will have their vacation time computed on a pro-rata basis.
- 7.3** The extended vacation schedule for employees starts on their anniversary date of hire for consecutive contract years:
- After 3 years: 2 additional days or 9.33 hours per month
 - After 5 years: 2 additional days or 10.67 hours per month
 - After 8 years: 2 additional days or 12 hours per month
 - After 10 years: 2 additional days or 13.33 hours per month
 - After 15 years: 2 additional days or 14.67 hours per month
- 7.4** If a contract year is interrupted with more than 40% of unpaid leave by an employee, that year will not count as a consecutive contract year, but the employee will not start over at zero consecutive year contract time.
- 7.5** Vacation time shall be taken only upon prior approval of the supervisor, and cannot be granted before it is accrued, unless otherwise approved by the College. If there is a disagreement with the supervisor's decision concerning leave, the Human Resources department shall be consulted before a final decision is made.
- 7.6** The vacation accrual period shall be from anniversary date of hire. An employee may carry over up to one hundred and sixty (160) vacation hours into the next year. These hours must be used by December 31st of the year following the accrual.
- If the supervisor and the employee feel that the use of the vacation time is not possible due to work schedules, the employee will receive salary compensation for unused vacation days.
- 7.7** In case of an employee's severance, accrued vacation pay will be included in his or her final paycheck.

Article VIII – Leaves

Employees working less than forty (40) hours per week will have their leave time computed on a pro-rata basis.

8.1 Sick Leave

Sick leave will be granted to all employees who are absent from work because of their own or qualifying family members' accident, personal illness, injury, or medical and dental appointments. "Qualifying family member" shall be defined as parent, step-parent, or legal guardian, spouse, domestic partner, children, step-children, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and siblings.

Employees shall accrue sick leave at the rate of eight (8) hours per month worked or portion thereof, providing the employee is employed at least sixteen (16) calendar days. An employee shall accrue sick leave from the employee's date of hire, but shall not be entitled to use such accrued days until the employee has completed one (1) full calendar month of service.

Sick leave shall not be considered as a right which allows absence for other than personal illness or injury, except as outlined in this Agreement, in College Policy, and in Family and Medical Leave laws. Sick leave shall not be considered available as terminal leave, either in time or in dollars. Sick leave shall accumulate for an unlimited number of days.

8.2 Bereavement Leave

Employees in the Bargaining Unit shall have available up to five (5) days of Bereavement Leave in a fiscal year for members of the immediate family. Immediate family is defined as father, mother, sister, brother, wife, husband, domestic partner (as defined by insurance carrier), children, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-parents, grandparents, grandchildren, and any other person who resides with or derives their support from the employee, or the employee's spouse, regardless of the relationship.

In addition, the Director of Human Resources in collaboration with the immediate supervisor may grant extra paid leave at his or her discretion, for unusual or critical circumstances, but the Director of Human Resources and the immediate supervisor shall not be compelled to grant additional paid leave beyond that which is outlined above. The granting or denial of additional paid discretionary leave by the Director of Human Resources and the immediate supervisor shall not be subject to the grievance/arbitration procedure under Article XII of this Agreement.

The College shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave. The paid bereavement leave in this section shall run concurrently with leave under OFLA.

The definition of “immediate family” under OFLA may be different than the definition of “immediate family” under this section. The additional leave provided under OFLA will only apply for family members defined under the law.

8.3 Personal Leave

Employees will be granted twenty-four (24) hours of leave per fiscal year for personal business. This leave is intended to be used only for those matters that cannot be attended to outside of regular working hours. Personal business leave must be approved by the supervisor, and must be reported on the employee’s time sheet. Personal leave shall be non-accumulative. Personal leave will not be granted for the purpose of vacation or recreational activities.

8.4 Professional Leave

Employees may attend workshops, conventions, or professional meetings related to their work. Such leaves must be approved in advance by the employee’s immediate supervisor, and the Director of Human Resources. Expenses for approved trips will be paid by the College.

8.5 Legal Leave

Employees who are called for jury duty, or as a witness in a case in which the employee is not personally involved, will receive their regular salary. Any jury fee payment received from the court will be reimbursed to the College with a copy of the pay verification attached. Travel and meal allowances will be retained by the employee.

8.6 Funeral Leave

Employees attending funerals will be allowed up to four (4) hours off with pay. The time may be extended by the immediate supervisor for out-of-town funerals. However, if the time off exceeds four (4) hours, the additional leave may be taken as personal leave or vacation.

8.7 Extended Leave

Extended unpaid leave may be granted depending on the urgency of the request. Such leave shall require the approval of the immediate supervisor and the College President.

This leave will be approved only, if in the judgment of the College administration, the work of the department will not be handicapped by the employee's absence.

Upon return from leave at the time mutually agreed upon, the employee shall be entitled to the same, or similar, position. Accumulated sick leave days will be reinstated when the employee resumes work.

8.8 Absence Caused by Abnormal Situations

If an employee is absent because he or she cannot report to work because of flood, storm, or other Acts of Nature, they will be paid, if in the judgment of their supervisor they have made every reasonable effort to anticipate such an emergency, and to make the necessary arrangements to be available for work. Such approved absence will not be charged against leave time. If there is a disagreement with the supervisor's decision concerning the decision, the Human Resources Department shall be consulted before a final decision is made. Any such leave decisions under this section that involved the Human Resources Department, will not be subject to the grievance procedure contained in this Agreement.

If the campus is closed due to inclement weather, or other emergency conditions, the President shall determine when, and if, the classified personnel shall report to work, and notify all members by public media and on the College's Website. Those not reporting for work at the specified time shall be docked equivalent pay.

8.9 Association Leave

The Director of Human Resources in collaboration with the immediate supervisor, upon written request, may grant an aggregate of up to six (6) days leave for Association members, without pay for attendance at activities such as Association Conferences or Conventions per fiscal year.

The College will schedule dedicated time during the fall staff pre-service so bargaining unit members may be available to attend an OSEA meeting.

8.10 Sick Leave Donation

The purpose of sick leave donation is to provide additional, temporary financial security for regular classified employees within the bargaining unit. Donated sick leave hours may be used for serious illness or injury for the employee member or employee's family as defined in Article 8.1.

- a) Eligibility - All regular status classified staff members are eligible to be recipients or donors of sick time. Probationary employees are not eligible for this program. Donors must have a balance of at least fifty (50) hours of sick

pay remaining for their own use after time has been donated. Recipients must have exhausted all paid leaves (sick leave, personal leave, floating holidays, and vacation days), and must not be eligible for worker's compensation or long-term disability in order to be eligible to receive donated time.

- b) Donations - Responsibility for requesting donated sick leave rests solely with the affected employee. There is no responsibility on either the College's or the Association's behalf to seek out possible beneficiaries or donees, other than making the public announcement donations are being sought. Donations will be made on a voluntary, case by case basis and will be made for not less than four (4) hours. Donated leave will be paid at the recipient's current rate of pay, not the donated rate.
- c) Appropriate Use of Donated Leave - The donee may only use donated sick leave for compensation during the serious illness or accident absence and it shall in no way be used to extend vacations or other types of paid leave. If any donated leave is remaining after the donee returns to work, the extra hours will be returned to the donor(s).

If donated leave is used to extend an employee's pay beyond the 15th of the month, the employee will accrue sick and vacation time as usual.

- d) Acknowledgment - The College and the Association agree that the decision to donate or not to donate unused sick leave is a decision made by the individual regular classified employees and an unfulfilled request will have no reflection on either the College or OSEA and both shall be held harmless if a request goes unfulfilled. This is a completely voluntary program and is not grievable.
- e) Procedure to Apply - To apply for sick leave donation you will need to do the following:

Complete application (Attachment 1, Request for Sick Leave Donation) and return to the Payroll Department.

After the Payroll Department has researched your request for Sick Leave Donation, they will do one of the following:

- i) Notify you in writing of your eligibility for Sick Leave Donation and then forward your approved request to the Classified Association President or Council; or
- ii) Notify you in writing that you have not or will not have exhausted all paid leaves making you ineligible to receive such donation.

Note* The Association will only be notified in the event you are determined to be eligible for such donation. This is to protect the privacy of the employee making

such request. If the employee's request has been verified as eligible for such donation, the Classified Association President or Council will notify all regular classified members within the bargaining unit of the employee's request for donations. This notification will include only the reason for request. Reasons being requested will only be stated as either "accident" or "serious illness". No other details regarding employee's request will be made available to the membership. This is to provide privacy to those requesting donations.

- f) Procedure to Donate Hours - To donate unused sick leave hours you must do the following:

Complete application (Attachment 2, Request to Donate Unused Sick Leave) and return to the Payroll Department.

After the Payroll Department has researched your application to donate unused sick leave they will do one of the following:

- i) Notify you, in writing, of your eligibility to donate unused sick leave. This notification will include the number of hours to be deducted, based upon hours indicated on application, and the balance of sick leave you have available after donation is made; or
- ii) Notify you, in writing, if you are ineligible to make such donation and reason why.
- iii) There can be no "leave bank" of donated time. Donation slips will be dated in the order received and any unused time will be returned to the donator's leave bank in reverse order in which it was donated.

Donations made will remain confidential and will only be known by the employee donating and the Payroll Department.

Article IX – Fringe Benefits

9.1 Long-Term Disability

The College shall pay the premium for a Long-Term Disability program for all employees of the bargaining unit.

9.2 Insurance

Beginning July 1, 2018, and continuing through June 30, 2021, the College shall contribute up to \$1025 per employee per month towards health benefits, including insurance premiums for medical, dental, and vision; employee group term life insurance of \$50,000 and flexible spending accounts or other health benefits that may become available. The employee may allocate their designated benefits among the available options per the restrictions of the designated insurance carrier, and Section 125 Plan.

Any amount under the \$1025 cap that is unused by classified employees who are eligible for the insurance, shall be placed in the Classified Health Insurance Pool. This provision is not applicable to vacant classified positions. Funds will be disbursed monthly to buy down the of out-of-pocket health insurance premium costs (medical, dental, and/or vision) of bargaining unit members. Monthly distributions of the fund shall be based on the ratio of the employee's out-of-pocket premium cost for health insurance in comparison to the total out-of-pocket premium cost for health insurance for all classified employees. This ratio will be used to allocate the monthly pool funds to participating employees up to one hundred percent (100%) of their out-of-pocket costs. Any funds not disbursed in the month will carry over for use in the subsequent month during the remainder of the fiscal year. Any funds remaining in the pool at the end of the fiscal year shall revert back to the College. Classified employees must request participation in the pool by written notification to the Human Resources Department by September 20 of each year or at time of changes to their insurance premium due to a qualifying event. This fund shall be administered by the College, with reporting accountability to the Association Treasurer.

For the 2018-2019 fiscal year, employees wishing to participate in the pool must submit written notification to the Human Resources department within fifteen (15) days of ratification of this Agreement. Funds will not be disbursed retroactively.

In the event the College contributes more towards the health benefits contribution for any other employee group during the course of this Agreement, the College shall increase the classified health benefit contribution equal to that amount for that same year.

The level of benefits shall not be reduced during the term of this Agreement without mutual approval of the Association and the College.

All regular and probationary employees are eligible for the College contributions described above toward medical, dental, vision, group term life, and Section 125 (flex spending).

9.3 Course/Fee Waiver

Employees are authorized to enroll in any Blue Mountain Community College classes. All tuition charges, AFEEs and all other fees with the exception of distance education shall be waived for the employee and their legal dependents living at home.

Employees wishing to enroll in classes during the employee's regular work hours must follow College policy and procedure.

Spouses or domestic partners of employees are eligible providing they are not separated or have an un-revoked written declaration of domestic partnership on file in the Human Resources Department. A dependent is defined as: 1) one who lives at the home of the employee; or 2) who is a child of the employee, not over 26 years of age, regardless of residency; and in other cases who, regardless of age, depends on the employee for more than 50% of his/her support.

This tuition waiver is subject to the availability of room in the classes, and subject to adequate enrollment of other students in the class.

9.4 Benefits, PERS

- a) The College will maintain contributions of Social Security, the employer contribution to the Public Employees Retirement System (PERS), Unemployment Insurance and Worker's Compensation Insurance.
- b) The College will deduct from the employees' wages and remit to PERS the employee's contribution to the PERS. This arrangement will be done in accordance with all applicable IRS codes, and shall not be interpreted as relieving the employee of his/her obligation to contributing to their retirement system.

9.5 Payroll Deductions

The College will maintain voluntary payroll deductions.

9.6 College's General Liability Insurance

The College shall carry a general liability insurance policy, which protects each employee of the College while acting within the scope of his/her official duties.

9.7 Professional Incentive Fund

The College and the Association agree to the joint administration of a Professional Incentive Fund (PIC) to be funded by the College in the amount of \$12,000 each contract year. The fund will not be cumulative from year to year. When a training opportunity arises and can be directly correlated to the individual, PIC funds shall be used to cover the expense of such training until such time as the PIC funds are exhausted. After PIC funds are exhausted, then the employee may apply for department funds utilizing the travel request process.

9.8 Rest Periods

Rest Periods - Classified employees are entitled to one twenty-minute (20) break for each four (4) hours worked. These breaks cannot be used to reduce the length of the work day or extend a meal period by the break not being taken.

Article X – Job Position and Salary

10.1 Classification System

The College and Association will modify and maintain a position and salary grade classification system. The College and Association will form a joint committee with no less than two (2) and no more than three (3) representatives appointed by each party. This committee will review the need for job studies every four (4) years and evaluate and/or re-evaluate classified jobs according to the classification system and review the classification system and related procedures as deemed necessary.

For the first modifications to the classification system the College will set a meeting with the Association no later than January 1, 2020. The new system will be complete by January 1, 2021, with a beginning implementation date of July 1, 2021.

10.2 Job Description

At the time of job entry, or in the event that a job description is revised or reclassified, the Human Resources Department shall provide to each employee a copy of the description assigned to that employee's position. Such job description shall indicate the grade level placement for the job occupied by the employee.

10.3 Job Description Change or New Position

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

10.4 Salary Schedules

a) Regular Salary Schedule

The regular salary schedule will start at Grade 4, Step 0 and continue horizontally through Step 15 with each step representing one year of experience or service.

- **2018-2019:** For the period beginning July 1, 2018, and continuing through June 30, 2019, the salary schedule will be calculated by increasing the 2017-2018 schedule by three percent (3.00%).

The salary schedule document will include an addition of new Step 13, calculated at two percent (2.00%) above Step 12. No employees shall be moved to Step 13 until July 1, 2019 and is not retroactive to 2018-2019.

- **2019-2020:** For the period beginning July 1, 2019, and continuing through June 30, 2020, the salary schedule will be calculated by increasing the 2018-2019 schedule by two percent (2.00%).

The salary schedule document will include an addition of new Step 14, calculated at two percent (2.00%) above Step 13. No employees shall be moved to Step 14 until July 1, 2020 and is not retroactive to 2019-2020.

If the CCSF (Community College Support Fund) base is budgeted at \$610 million or more for the 2019-2021 biennium (not including any funds allocated separately for specially targeted funding), the College will increase each cell on the 2019-2020 and 2020-2021 salary schedule by one-half percent (0.05%) for each year for a total of one percent (1%) over the two (2) years.

- **2020-2021:** For the period beginning July 1, 2020, and continuing through June 30, 2021, the salary schedule will be calculated by increasing the 2019-2020 schedule by one percent (1.00%).

The salary schedule document will include an addition of new Step 15, calculated at two percent (2.00%) above Step 14. No employees shall be moved to Step 15 until July 1, 2021 and is not retroactive to 2020-2021.

No later than the next payroll run from the date both parties have ratified this Agreement, the College shall issue to each member of the bargaining unit a check containing the retroactive pay of salary due to each member and a one-time stipend in the gross amount of \$375. This stipend is for one time only and no employee shall be entitled to any additional stipend money following the issuance of this stipend. Any employee hired following the date of tentative agreement shall not be eligible for this stipend.

In the event any other employee group receives more than the classified scheduled COLA during the course of this Agreement, the College shall increase the classified COLA equal to that amount for that same year. Negotiated salary schedule adjustments will not be considered a COLA.

b) Probationary Salary Schedule

All new employees will be placed on the probationary salary schedule that is 6% less than the regular salary schedule, based on the position grade and initial step placement. When the employee receives a satisfactory evaluation and is advanced to regular employee status, they will be moved to the regular salary schedule (Attachment 4).

c) Additional reimbursable full-time enrollment (FTE)

For every increase of 75 reimbursable FTE in a given term over the same term in the previous year will result in a stipend of half a percent (.5%) for the duration of the given term. The number of FTE will be determined as of the end of the fifth week of the given term and follow the standards of OCCURS reporting. This is limited to no more than a total of 1.5% stipend within each year of this Agreement.

10.5 Experience Steps

Classified staff currently employed by the College and between steps 1 - 14 on the salary scale will advance one experience step, every July 1st. New employees hired before April 1st will advance one experience step effective July 1st of their first year of service. Employees hired on or after April 1st will remain on the same experience step for the balance of that year and all of the succeeding year before advancing to the next experience step on July 1st of the following year.

10.6 New Employee Step Placement

Initial salary placement of each new employee shall be at Step 0 for the grade at which the job is classified. However, an employee with prior applicable experience can, at the discretion of the immediate supervisor, subject to the approval of the Director of Human Resources, be placed up to Step Two (2) on the salary schedule. The following positions are exempt from the above procedure concerning the initial placement on the experience column of the salary schedule. They will not initially be placed above step 12. The positions include: Maintenance Mechanic, Computer Technology Specialist, **and** Groundskeeper/Maintenance Mechanic. In the event a new position is created, the College will consult with the Association on job placement and salary.

10.7 New Employee Probationary Period

All new employees, including those with prior experience, are subject to a six (6)-month probationary period. At the end of the six (6)-month probationary period, the employee will be evaluated. The evaluation will be reviewed with the employee, and the employee will be given an opportunity to provide, in writing, as an attachment to the evaluation, the employee's response to any of the evaluation items. If the evaluation is satisfactory, the employee shall receive regular employee status. At this time, an employee with prior

applicable experience can, at the discretion of the immediate supervisor, subject to the approval of the Director of Human Resources, be placed up to a maximum of Step Two (2) on the salary schedule. The positions listed in 10.6 are exempt from the above procedure. A probationary employee who fails to achieve regular employee status at the end of the six (6)-month probationary period, may either be dismissed, or given a second probationary period at the discretion of the supervisor and the Director of Human Resources. However, the second probationary period will be for a period of time as determined by the supervisor, and the Director of Human Resources. The second probationary period shall not exceed ninety (90) days.

10.8 Administrative Reassignment

Changes to an employee's position due to an administrative reassignment that results in a change in Job Grade Classification shall be accomplished by moving the employee to the same horizontal step at which they were located prior to the reassignment and the new salary shall become effective on the start date of the new position. (See Attachment #3 – Position and Grade List).

10.9 Temporary Assignments

Employees who are temporarily assigned by the administration to perform other duties for absent or vacationing employees, or vacant positions, shall have their compensation determined by mutual agreement of the employee and the Director of Human Resources. However, the compensation shall not be less than what was currently being received, nor more than the rate of pay that is the comparable step in the new grade classification range, which would provide a salary higher than that being received prior to the assignment. This section does not apply under the following conditions:

- a) When the temporary assignment is for a period of less than ten (10) working days in the same office where the employee is normally assigned.
- b) When the temporary assignment is for a period of less than five (5) consecutive working days.

10.10 Overtime/Compensatory Time

- a) Overtime shall be considered as the time worked by an employee in excess of eight (8) hours per day, or forty (40) hours per week. In the event the College alters work schedules to a ten (10) hour, four (4) day work week, overtime shall be considered hours in excess of ten (10) hours per day. For the purpose of computing overtime, all time for which the employee is compensated (including holiday time off, and other paid leaves), shall be counted as time worked. Compensation for overtime shall be counted as time worked. Compensation for overtime shall be a rate of time and one-half (1 ½) of the employee's regular rate.

- b) In lieu of overtime pay, the College and the employee may agree to compensatory time off at the rate of one and one-half (1 ½) hours off for every hour worked. However, prior to overtime work, the employee and the supervisor should determine if compensation is to be in the form of compensatory time off, or additional salary. If compensatory time is the method chosen, time off must be provided and taken by September 30 in the year after accruing. If it has not been used by then it will be paid to the employee in the October paycheck.
- c) Change of Work Schedule:
 - i. Short Term: If it is mutually agreeable in advance with an employee, and the employee supervisor, to alter an employee's work schedule, making one (1) day more than eight (8) hours in duration, and another day shorter than (8) hours, and each day is still within the same work week, and the total hours worked within the work week do not exceed forty (40) hours, the College shall not be liable for overtime pay or compensatory time.
 - ii. Long Term: The College may alter an employee's work schedule, with a minimum notification of ten (10) working days. The College shall not be liable for overtime pay or compensatory time.
- d) A minimum of two (2) hours overtime will be guaranteed in instances of call back/call in. If the conditions necessitating the call back are corrected in less than two (2) hours, the employee will not be required to "make work" to complete the two (2) hour period. The time of call back starts when the employee is notified that the employee is required to return to work.
- e) Payment for overtime shall be made not later than the next payday following the pay period in which the overtime is worked.
- f) Payment for overtime shall only be required in instances when such assignment is authorized and approved in advance by the supervisor.
- g) A work week shall be from 12:00 a.m. Sunday, to 11:59 p.m. Saturday.

10.11 Payroll Reporting

Absence from work will be reported in the current payroll system prior to, and on a timeline for supervisor approval, before leave is taken. In the instance of illness, reported leave will be entered upon return to work. If leave is taken after the monthly reporting deadline (20th-25th of the month) then leave time will be adjusted by the payroll

department in the following pay period. All paychecks are issued on the last working business day each month.

Article XI - Reclassification

11.1 Reclassification Procedure

In the event an employee believes the essential functions of the position the employee is performing on a permanent basis are more properly and closely aligned to the duties of a job grade classification which is in a higher pay grade than the employee's job, the employee may submit a Reclassification Form to the Director of Human Resources between December 1 and January 31.

The Director of Human Resources and the Reclassification Committee shall meet to evaluate the employee's duties and undertake any other reasonable investigation pursuant to the employee's request in order to determine the job grade classification in which the employee should be placed. The Director of Human Resources will facilitate the Reclassification Committee and provide all the information deemed necessary. The employee may be invited to the meeting to discuss changes in the position. If there are further questions, the employee may be contacted by a committee member. The College shall respond to the employee's request within four (4) weeks. If it is deemed the employee is performing the duties of the higher job classification on a permanent basis, the College may:

- a) Immediately remove the duties that would place the employee in the higher job grade classification; therefore, no change in classification or salary.
- b) Reclassify the employee to the higher job grade classification. Employees who are approved for an increase in job grade placement will be placed horizontally in the same step as they are currently located. The new salary shall become effective March 1.

The decision of the College shall be final when approved by the Director of Human Resources. The decision is not subject to the grievance procedure as stated in Article XII, Grievance Procedure of this Agreement. The Director of Human Resources will submit the decision, in writing, to the employee and, if denied, the reason for denial. The Director of Human Resources will also ensure that any necessary adjustments to the College's personnel records are made.

In no case shall a job grade placement result in a classified employee being moved from the classified employee status.

11.2 Reclassification Committee Format

Two (2) classified employees and two (2) exempt technical employees will serve on the Reclassification Committee on a voluntary basis. Supervisors of an employee requesting an upgrade and employees requesting an upgrade may not serve on the committee.

Article XII – Grievance Procedure

- 12.1** The purpose of this procedure is to provide an orderly method for resolving grievances. A good faith effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.
- 12.2** A grievance is a claim by a member of the Association, based on the misinterpretation, misapplication, or a violation of this Agreement.
- 12.3** At any step in the grievance process, the employee shall have the right to select and be accompanied by a member of the Association of their choosing, or a representative of OSEA. The selected Association member may accompany the grievant on duty time if applicable.
- 12.4** Employee grievances will be processed in the following manner and within the stated time limits:

Step #1 - A member of the Association or its representative, who reasonably believes a violation of this Agreement has occurred, shall within ten (10) days of knowledge of the occurrence shall contact their immediate supervisor, or the appropriate supervisor, and attempt to resolve the issue informally.

Step #2 - If the grievance is not resolved through the informal process, the grievance will be reduced to writing within ten (10) days and submitted to the Director of Human Resources. The grievance shall state the facts on which the complaint is being made as well as the provisions of the contract which were violated and shall state the remedy sought. The Director of Human Resources will respond in writing to the grievant within ten (10) days. If the College fails to respond within the time limits, the grievance will be forwarded to the next step.

If the employee has not submitted the grievance to the supervisor within twenty (20) days from the date of occurrence or when the complaint should have reasonably been known, the grievance shall be deemed waived.

Step #3 - Grievances not settled in Step #2 of the Grievance Procedure may be appealed to arbitration, provided written notice of a request for arbitration is made to the Director of Human Resources within fifteen (15) days of receipt of the answer in Step #2.

When a timely request has been made for arbitration, the parties, or their designated representatives, shall attempt to select an impartial arbitrator. Failing to do so, they shall within five (5) days of the appeal, jointly request the Employment Relations Board to submit a list of five (5) arbitrators who reside in the State of Oregon. As soon as the list has been received, the parties, or their designated representatives, shall determine by lot the order of elimination, and thereafter each shall, in that order,

alternately strike a name from the list and the fifth (5th) and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The decision of the arbitrator shall be binding within the scope of his/her authority.

- 12.5** All documents, records, and communications concerning the grievance shall be made part of the College's records with a copy available to the grievant.
- 12.6** The College and the Association will maintain and care for their own cost obligations of the grievance procedure, such as the fee and expense of legal counsel, and cost of the hearing room. The cost of the arbitrator in binding arbitration shall be born equally by the College, and the Association.
- 12.7** Unless approved in advance by the Director of Human Resources, the meetings between the Association representative and the employee shall occur on their own time. When meetings are scheduled between the Association, the employee, and the College, the time for the meetings will be set by mutual agreement, and the employee and the employee representative will be paid if those meetings are scheduled during College work hours.
- 12.8** By mutual consent of the parties, grievance timelines may be held in abeyance.

Article XIII – Discipline and/or Discharge

13.1 An employee who has successfully completed the probationary period shall not be terminated or disciplined without due process and just cause. Discipline shall be progressive and will proceed as follows: written warning, final written warning, suspension without pay, termination of employment. The aforementioned progression may be suspended in whole or in part if infractions are serious in nature. The aforementioned progression may also be suspended in whole or in part if the infraction does not warrant advancement to a higher step in the discipline process. In such cases, the College shall have the full discretion of repeating a lower step in the discipline process. Just cause shall include the following: fair warning to employee of deficiency and consequences of conduct, fair and objective investigation, proof of guilt, discipline equivalent to level of infraction, similar treatment of employees for similar infractions and, reasonable rule related to safe and efficient operations.

13.2 Due Process Procedure

- a) The employee shall receive a written warning of specific charges with supporting documentation outlining the deficiency, the level of expected improvement, and the discipline being imposed. The warning will also clearly outline sanctions that will be imposed if the deficiency is not addressed adequately.
- b) A Plan of Improvement shall be related to the discipline or deficiency issue and include appropriate time lines, a regular meeting schedule for the employee and the employee's supervisor, and a means for measurement of progress. The Association will have the right to review the Plan and make suggestions prior to its implementation.
- c) The employee shall be entitled to provide a written rebuttal statement.
- d) Prior to any recommendation of dismissal by the College, the employee shall be offered an opportunity to meet with the Director of Human Resources to respond to the charges, or reasons given to the employee in writing. The employee shall be entitled to have Association representation.

Article XIV – Funding

The College agrees to include in its budget amounts sufficient to fund the compensation and economic benefits provided by this Agreement. However, should the Legislature replace lost property taxes at a reduced level, or reduce the basic appropriation to Blue Mountain Community College below the amount projected by the College in budget preparation, to a significant degree, Article X – Job Position and Salary shall be subject to re-negotiation between the parties upon written request for re-negotiation being made by the College to the Association.

Article XV – Personnel Records

- 15.1** The location of classified personnel records and the administrator responsible for the maintenance of such records shall be determined by the College. Any change in location, or the administrator responsible, will be communicated to the officers of the classified Association in advance of final action.
- 15.2** The personnel records shall not contain any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by the employee who has been shown the material, and has refused to sign or initial such material. If the employee refuses to sign either the material or the statement, the administrator responsible for the personnel records, along with another witness, may sign a statement indicating the employee has been shown the material. An employee shall have the right to attach a written statement of explanation to any material that the employee believes to be incorrect or derogatory.

Material placed in the personnel record of an employee without conformity to the provision of this article will not be used by the Board in any subsequent evaluation or disciplinary proceedings involving the employee.

- 15.3** An employee's personnel records shall be available for inspection upon his/her request, twice a year, excluding requests to review the file for information relating to personnel investigation. A notice of twenty-four (24) hours will be given for a request to review a personnel file.
- 15.4** Materials of a critical nature may be removed from the employee's file only by mutual consent of the College and the employee.
- 15.5** Retention of documentation in personnel files shall be regulated by the following:
- a) 3 years - all reports of discipline not resulting in loss of time or pay
 - b) 5 years - notice of disciplinary action resulting in loss of time or pay
 - c) Permanent – all other documentation
- 15.6** Materials concerning discipline shall not be placed in an employee's personnel file until the employee has exhausted all appeals available through the grievance procedure. If discipline is reversed or otherwise declared invalid, all records pertaining to that discipline will be sealed until purged as defined in 15.5.

Article XVI – Waiver and Scope of Bargaining

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written and expresses all obligations of and restrictions imposed upon the College and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the College and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions

Article XVII – Duration

- 17.1** a) This Agreement shall be effective on July 1, 2018 and shall remain in full force and effect until June 30, 2021, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, prior to December 15, 2020, that it desires to modify this Agreement. In the event such notification is given, negotiations shall begin within thirty (30) days unless mutually agreed by both parties. At the time of the initial meeting, both parties shall identify all articles in which modification will be requested.
- b) In the event either party re-opens the contract in a timely manner, as provided above, this Agreement shall continue in full force and effect during the period of negotiations.
- c) The provisions of this Agreement may be altered at any time upon mutual consent of both the Association and the College.

This Agreement is made and entered into this _____, 2019 by the Oregon School Employees Association Chapter No. 150, and the Blue Mountain Community College Board of Education to become effective as of the 1st day of July 1, 2018.

President
Blue Mountain Community College

Chair
Blue Mountain Community College
Board of Education

President
Blue Mountain Community College
Classified Association

OSEA Field Representative

Attachment 1 – Request for Sick Leave Donation

Purpose: To provide additional, temporary financial security for regular classified employees. Donated sick leave hours may be used for serious illness or injury for the employee or employee’s qualifying family member as described below.

Eligibility Requirements:

1. Must be a regular classified employee
2. Must have exhausted all paid leaves (Sick Leave, personal leave days, floating holidays and vacation days)
3. Must be experiencing a serious illness or accident
4. Must NOT be eligible for worker’s compensation
5. Must NOT be eligible for long term disability

After Human Resources and Payroll have verified your eligibility and that your paid leaves have been exhausted, or will be exhausted, your request will be forwarded to the Classified Association President or Committee. All regular classified employees will be notified of your request, which will include the reason for request (will be stated as either “Serious Illness” or “Accident”) only. You will be notified, in writing, by the Payroll Department if your request has been granted and if hours have been donated.

Acknowledgment: The decision to donate or not to donate sick leave is a decision made by the individual regular classified employee within the bargaining unit, and an unfulfilled request will have no reflection on the College or OSEA and both shall be held harmless if a request goes unfilled. This is a voluntary program and is non-grievable.

To apply: Complete the information below and submit request to Human Resources for verification of eligibility. If eligible, Human Resources will forward to Payroll for further processing.

Name of regular classified employee submitting request (Please Print)

Date of Request

Reason for Request:

I have read the above Eligibility Requirements and Acknowledgment and give my permission to the College's Human Resources Department and Payroll Department to forward my request to the Classified Association President or Committee in the event that I am deemed qualified to request Sick Leave Donation as defined in our Current classified collective bargaining agreement.

Classified employee signature

Date Signed

Human Resources Department:

The above-named classified employee requesting sick leave donation is eligible to receive donated sick leave as identified in the federal Family Medical Leave Act, the Oregon Family Leave Act, and the current classified collective bargaining agreement.

Human Resources

Date

Payroll Department:

The above classified employee requesting Sick Leave Donation has or will have exhausted all paid leaves available to the employee as of _____ based upon the last leave request received by this office on _____.

Payroll Department

Date

Action Taken:

___ Request sent to Classified Association President or Committee on:
_____.

___ Notification of Eligibility sent to employee on: _____.

___ Request returned to employee indicating reason for ineligible status:
_____.

Attachment 2 – Request to Donate Unused Sick Leave

Purpose: To provide additional, temporary financial security for regular classified employees. Donated sick leave hours may be used for serious illness or injury for the employee or employee’s qualifying family member as described below.

Eligibility Requirements:

1. Must be a regular classified employee within the bargaining unit
2. Must have a balance of at least 50 hours of sick leave remaining after leave donation:

After the Payroll Department has verified that you have unused sick leave available for donation you will be notified in writing that your donation has been accepted. This notification will include the number of hours you have donated and the number of sick leave hours you have remaining. The classified employee receiving such donation will not be made aware of the donor(s) name. This is to protect the privacy of the person donating the hours.

Acknowledgement: The decision to donate or not to donate sick leave is a decision made by the individual classified employee and an unfulfilled request will have no reflection on the College or OSEA and both shall be held harmless if a request goes unfulfilled. This is voluntary program and is not grievable.

To apply: Complete the information below and submit request to Payroll Department for verification of available unused sick leave.

Name of classified employee requesting donated time

Date of Request

I wish to donate _____ hours (must be at least 4 hours).

I have read the above Eligibility Requirements and Acknowledgment and give my permission to the College’s Payroll Department to deduct the number of hours indicated above from my unused sick leave in the event that I am eligible to donate unused sick leave.

Classified Employee’s Signature

Date Signed

Payroll Department:

The beginning balance of sick leave available at the time of this request is _____ hours. The remaining amount for the above-signed classified employee after donation is _____ hours and is available to the classified employee as of _____.

Payroll Department Signature

Date signed

Action Taken:

____ Donation accepted and hours applied to classified employee requesting donation.

____ Notification of eligibility sent to classified employee donating hours sent on:

____ Notification sent to classified employee requesting donation sent on:

____ Request returned to classified employee indicating reason for ineligible status sent on: _____


Attachment 3 - Position and Grade List

Job Classification	Grade	Position ID	Position Title
Custodial, Grounds, Maintenance	10	41001	Hermiston/ Boardman Custodian/Grounds Maintenance
Custodial, Grounds, Maintenance	10	41002	Groundskeeper / Maintenance
Custodial, Grounds, Maintenance	10	41003	Maintenance Mechanic
Custodial, Grounds, Maintenance	10	41003	Maintenance Mechanic
Stand Alone	10	41005	Technology Support Specialist
Stand Alone	10	41005	Technology Support Specialist
Administrative & Secretarial Support	10	41014	ERP & Continuous Improvement Coordinator
Administrative & Secretarial Support	10	41006	Payroll Specialist
Administrative & Secretarial Support	10	41007	Credentialing and Completion Specialist
Administrative & Secretarial Support	10	41008	Assets & Contracts Coordinator
Administrative & Secretarial Support	10	41010	Service Specialist 1
Administrative & Secretarial Support	10	41011	Web Content Specialist
Administrative & Secretarial Support	10	41023	Student Records and Data Specialist
Administrative & Secretarial Support	9	42000	Accounts Receivable Specialist
Administrative & Secretarial Support	9	42002	Accounts Payable - Voucher Specialist
Administrative & Secretarial Support	9	42003	Administrative Assistant Student Affairs
Administrative & Secretarial Support	9	42004	Administrative Assistant, Office of Instruction
Administrative & Secretarial Support	9	42006	Assistant to the Librarian/Access Services Lead
Administrative & Secretarial Support	9	42008	Program Assistant - TRCI
Administrative & Secretarial Support	9	42009	Program Assistant Corrections Education - EOCI
Administrative & Secretarial Support	9	42011	Student Financial Aid Advisor
Administrative & Secretarial Support	9	42011	Student Financial Aid Advisor
Administrative & Secretarial Support	9	42013	Administrative Assistant SBDC
Administrative & Secretarial Support	9	42014	Program Assistant - Instructional Operations
Administrative & Secretarial Support	9	42016	Bookkeeper
Administrative & Secretarial Support	9	42017	Program Assistant - College Prep
Administrative & Secretarial Support	9	42018	Chief GED Examiner Assessment Coordinator
Administrative & Secretarial Support	9	42019	Chief GED Examiner Assessment Coordinator
Administrative & Secretarial Support	9	42020	Program Assistant - Athletics
Administrative & Secretarial Support	9	42021	Service Specialist
Administrative & Secretarial Support	9	42024	Program Assistant, Outreach
Administrative & Secretarial Support	9	42025	Student Financial Aid Advisor II
Administrative & Secretarial Support	9	42026	Testing Services Coordinator & Records Specialist
Administrative & Secretarial Support	9	42028	Facilities Assistant
Administrative & Secretarial Support	9	42029	Scholarship Coordinator
Administrative & Secretarial Support	8	43000	Academic Dept Specialist - Liberal Arts/Fine Arts/Social Science/ English/Dental/Nursing/Math/Computer Science/ECE/Criminal Justice
Administrative & Secretarial Support	8	43001	Academic Dept Specialist - Career Tech
Administrative & Secretarial Support	8	43002	Student Placement & Transition Specialist - EOCI
Administrative & Secretarial Support	8	43018	Program Assistant - TRIO
Administrative & Secretarial Support	9	42027	Academic Support Specialist/Science Lab Coordinator
Administrative & Secretarial Support	8	43022	Office Specialist, MFW
Administrative & Secretarial Support	8	43023	Office Specialist - BMCC Hermiston
Administrative & Secretarial Support	8	43024	Office Specialist, Baker
Administrative & Secretarial Support	8	43025	Office Specialist - BMCC Hermiston/Boardman
Administrative & Secretarial Support	7	44005	Library Assistant Public Services
Administrative & Secretarial Support	7	44008	Student Record and Data Base Mgmt Secretary - EOCI
Administrative & Secretarial Support	7	44011	Education Clerk-EOCI
Administrative & Secretarial Support	7	44018	Spec Ed & Records Mgmt Clerk
Custodial, Grounds, Maintenance	7	44022	Lead Custodian
Administrative & Secretarial Support	5	46000	Copy Center Technician/Assistant Mail Handler
Administrative & Secretarial Support	5	46009	Mail Handler/Copy Center Technician


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Custodial, Grounds, Maintenance	4	47000	Custodian
Custodial, Grounds, Maintenance	4	47000	Custodian
Custodial, Grounds, Maintenance	4	47000	Custodian
Custodial, Grounds, Maintenance	4	47000	Custodian


Attachment 4a - 2018-2019 Salary Schedule

		Classified Staff Salary Scale 2018-2019										Increase 3.0%			
Regular Status															
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	
Grade 1	Miniumum Wage = \$10.50														
4	14.14	14.42	14.70	15.01	15.29	15.58	15.89	16.21	16.52	16.83	17.16	17.50	17.86	18.22	
5	14.74	15.04	15.32	15.61	15.92	16.24	16.55	16.86	17.20	17.54	17.89	18.24	18.60	18.97	
6	15.32	15.61	15.92	16.24	16.55	16.86	17.20	17.54	17.89	18.24	18.60	18.95	19.33	19.72	
7	15.89	16.21	16.52	16.83	17.16	17.50	17.86	18.21	18.57	18.92	19.28	19.69	20.06	20.46	
8	16.49	16.81	17.14	17.48	17.83	18.19	18.55	18.90	19.26	19.67	20.04	20.42	20.85	21.27	
9	17.06	17.40	17.73	18.07	18.46	18.81	19.16	19.54	19.92	20.31	20.72	21.13	21.54	21.97	
10	17.69	18.01	18.38	18.75	19.11	19.48	19.86	20.26	20.65	21.05	21.49	21.91	22.33	22.78	
Probationary Status															
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	
Grade 1	Miniumum Wage = \$10.50														
4	13.38	13.65	13.93	14.18	14.45	14.74	15.04	15.32	15.61	15.92	16.24	16.55	16.86	17.20	
5	13.97	14.22	14.50	14.79	15.09	15.36	15.66	15.97	16.28	16.59	16.92	17.27	17.60	17.95	
6	14.46	14.75	15.05	15.33	15.63	15.93	16.25	16.56	16.87	17.22	17.56	17.90	18.25	18.62	
7	15.06	15.34	15.64	15.94	16.26	16.57	16.88	17.24	17.58	17.92	18.27	18.63	18.98	19.36	
8	15.60	15.91	16.23	16.54	16.85	17.19	17.53	17.88	18.23	18.59	18.94	19.30	19.71	20.10	
9	16.17	16.47	16.79	17.12	17.46	17.79	18.15	18.52	18.87	19.23	19.63	20.01	20.39	20.80	
10	16.73	17.06	17.40	17.73	18.07	18.46	18.81	19.16	19.54	19.92	20.31	20.72	21.13	21.55	

Attachment 4b - 2019-2020 Salary Schedule

		Classified Staff Salary Scale 2019-2020				Increase 2.0%										
Regular Status																
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Grade 1	Miniumum Wage = \$11.00															
4	14.42	14.71	14.99	15.31	15.60	15.89	16.21	16.53	16.85	17.17	17.50	17.85	18.22	18.58	18.95	
5	15.03	15.34	15.63	15.92	16.24	16.56	16.88	17.20	17.54	17.89	18.25	18.60	18.97	19.35	19.74	
6	15.63	15.92	16.24	16.56	16.88	17.20	17.54	17.89	18.25	18.60	18.97	19.33	19.72	20.11	20.51	
7	16.21	16.53	16.85	17.17	17.50	17.85	18.22	18.57	18.94	19.30	19.67	20.08	20.46	20.87	21.29	
8	16.82	17.15	17.48	17.83	18.19	18.55	18.92	19.28	19.65	20.06	20.44	20.83	21.27	21.70	22.13	
9	17.40	17.75	18.08	18.43	18.83	19.19	19.54	19.93	20.32	20.72	21.13	21.55	21.97	22.41	22.86	
10	18.04	18.37	18.75	19.13	19.49	19.87	20.26	20.67	21.06	21.47	21.92	22.35	22.78	23.24	23.70	
Probationary Status																
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Grade 1	Miniumum Wage = \$11.00															
4	13.65	13.92	14.21	14.46	14.74	15.03	15.34	15.63	15.92	16.24	16.56	16.88	17.20	17.54	17.89	
5	14.25	14.50	14.79	15.09	15.39	15.67	15.97	16.29	16.61	16.92	17.26	17.62	17.95	18.31	18.68	
6	14.75	15.05	15.35	15.64	15.94	16.25	16.58	16.89	17.21	17.56	17.91	18.26	18.62	18.99	19.37	
7	15.36	15.65	15.95	16.26	16.59	16.90	17.22	17.58	17.93	18.28	18.64	19.00	19.36	19.75	20.15	
8	15.91	16.23	16.55	16.87	17.19	17.53	17.88	18.24	18.59	18.96	19.32	19.69	20.10	20.50	20.91	
9	16.49	16.80	17.13	17.46	17.81	18.15	18.51	18.89	19.25	19.61	20.02	20.41	20.80	21.22	21.64	
10	17.06	17.40	17.75	18.08	18.43	18.83	19.19	19.54	19.93	20.32	20.72	21.13	21.55	21.98	22.42	

Attachment 4c - 2020-2021 Salary Schedule

		Classified Staff Salary Scale 2020-2021										Increase 1.0%									
Regular Status																					
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15					
Grade 1	Miniumum Wage = \$11.50																				
4	14.56	14.86	15.14	15.46	15.76	16.05	16.37	16.70	17.02	17.34	17.68	18.03	18.40	18.77	19.14	19.52					
5	15.18	15.49	15.79	16.08	16.40	16.73	17.05	17.37	17.72	18.07	18.43	18.79	19.16	19.54	19.94	20.34					
6	15.79	16.08	16.40	16.73	17.05	17.37	17.72	18.07	18.43	18.79	19.16	19.52	19.92	20.31	20.72	21.13					
7	16.37	16.70	17.02	17.34	17.68	18.03	18.40	18.76	19.13	19.49	19.87	20.28	20.66	21.08	21.50	21.93					
8	16.99	17.32	17.65	18.01	18.37	18.74	19.11	19.47	19.85	20.26	20.64	21.04	21.48	21.92	22.35	22.80					
9	17.57	17.93	18.26	18.61	19.02	19.38	19.74	20.13	20.52	20.93	21.34	21.77	22.19	22.63	23.09	23.55					
10	18.22	18.55	18.94	19.32	19.68	20.07	20.46	20.88	21.27	21.68	22.14	22.57	23.01	23.47	23.94	24.42					
Probationary Status																					
Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15					
Grade 1	Miniumum Wage = \$11.50																				
4	13.79	14.06	14.35	14.60	14.89	15.18	15.49	15.79	16.08	16.40	16.73	17.05	17.37	17.72	18.07	18.43					
5	14.39	14.65	14.94	15.24	15.54	15.83	16.13	16.45	16.78	17.09	17.43	17.80	18.13	18.49	18.87	19.25					
6	14.90	15.20	15.50	15.80	16.10	16.41	16.75	17.06	17.38	17.74	18.09	18.44	18.81	19.18	19.56	19.95					
7	15.51	15.81	16.11	16.42	16.76	17.07	17.39	17.76	18.11	18.46	18.83	19.19	19.55	19.95	20.35	20.76					
8	16.07	16.39	16.72	17.04	17.36	17.71	18.06	18.42	18.78	19.15	19.51	19.89	20.30	20.71	21.12	21.54					
9	16.65	16.97	17.30	17.63	17.99	18.33	18.70	19.08	19.44	19.81	20.22	20.61	21.01	21.43	21.86	22.30					
10	17.23	17.57	17.93	18.26	18.61	19.02	19.38	19.74	20.13	20.52	20.93	21.34	21.77	22.20	22.64	23.09					

Attachment 5 – Qualification Analysis

For Bumping Purposes

Name _____

Date _____

Current Position

Please provide the following information for use in determining Bumping options:

Computer Skills

MS Word Version _____

Word Excel Powerpoint Access

MOUS Certification _____

Other Software Programs _____

Office Machines

Fax

Copy Machine

Calculator

Other

Payroll

Accounting/Bookkeeping

Budget Spreadsheets

Purchase Orders

E-Mail

Internet

AIS – **Administrative Information System**

Registration

Adding/Deleting Courses

Running Reports

Ability to Train Others

Years of Experience _____

Time worked in a Complex Office _____

Language (Other than English) _____

Read Speak Write

Certifications pertinent to work _____

Seminars, Workshops, Classes:

Skills obtained on the job:

Qualifications and Education:

Other work Skills not already mentioned:

Attachment 6 – Classified Staff Bumping Process

When Human Resources (HR) is officially notified that a bump within the classified staff is to occur the following steps will be implemented:

1. Human Resources will ensure that the seniority date is accurate as of the employee's most current start date as a full-time classified member. Reductions in the work force shall be made within the job classification in inverse order of seniority, provided however, that employees being retained must be qualified for the job to which they are assigned in accordance with the current contract Article V – Reduction in Staff, Section 5.1.
2. Human Resources will meet with the individual involved along with the classified Association representative to discuss the individuals' rights and the bumping process. During that meeting, HR will provide the individual with a "Qualification Analysis" (see Attachment 5) to complete and return within 3 working days that will give HR a picture of work knowledge, skills, certifications, computer skills and any other job information that the individual wishes to share. HR will give the employee a classified packet to review, which includes: seniority list, job classification list, Classified Qualification Analysis, and copy of this bumping process. Upon completion and return of the above stated materials, the employee shall notify the College whether the employee wishes to bump or be placed on the recall list. If the employee chooses to be placed on the recall list, the employee is placed on such list and retains one right of refusal. Should the employee choose to bump, the employee proceeds through the bumping process as outlined below.
3. Human Resources will review the "Qualification Analysis" along with the job descriptions for the bumped position and the potential positions to be offered, and whatever other job information is available from the personnel file to ensure that the employee meets minimum qualifications and matches job skills for position.

Human Resources will work with the gaining supervisor to review the needs of the new job and to work through any potential problems that may result from the process.

4. Once this information is reviewed, Human Resources will meet with the employee and the employee's Association representative to discuss at least three (3) positions for bumping purposes. If a position within the job classification is vacant, then that position along with two other positions will be offered. If there are no vacancies, then three (3) positions, one of which will be the least senior position, within the job classification, will be offered in accordance with the addendum to the current Agreement. The employee has the right to choose from among the three (3) offered positions. If the employee cannot make a selection between the two (2) remaining positions, then the Director of HR will designate the bumping option. The employee has the right to utilize the grievance procedure if not satisfied with the determined option. If the employee declines a qualified position, then the employee's bumping rights are waived as well as the right to be placed on the recall list. Once an

employee has accepted the qualified position, the employee's bumping rights end for that reduction in force.

5. The new supervisor will be encouraged to discuss the employee's skills, etc. with the losing supervisor. HR will encourage the gaining supervisor to meet with their employees to encourage a welcoming attitude toward the incoming employee. Prior to the date of transition, the bumping employee will meet with the new supervisor to discuss the new job duties and to help the employee become familiar with the new surroundings so that there is an easy transition. The employee shall have a thirty (30) day trial and evaluation period. During this trial and evaluation period, the employee will be evaluated at least once. After the thirty (30) day trial and evaluation period, the employee will be retained in that position on a regular employee basis, or if the supervisor and manager determine the employee cannot perform the duties required, the employee will be placed on the lay-off list. This decision shall not be subject to the grievance procedure. The thirty (30) days may be extended up to an additional thirty (30) days if the supervisor and manager determine the employee can become productive with additional training.
6. The bumped employee shall have access to these same procedures.