FEDERATION OF CLASSIFIED EMPLOYEES AGREEMENT

BETWEEN

PORTLAND COMMUNITY COLLEGE DISTRICT

AND

PORTLAND COMMUNITY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES

July 1, 2023 – June 30, 2027

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS AND MISCELLANEOUS PROVISIONS....3
ARTICLE 2 - RECOGNITION/BARGAINING UNIT....4
ARTICLE 3 – NONDISCRIMINATION....5
ARTICLE 4 - MANAGEMENT RIGHTS....6
ARTICLE 5 - FEDERATION RIGHTS....7
ARTICLE 6 - FEDERATION SECURITY....9
ARTICLE 7 - CONTRACT ADMINISTRATION....9
ARTICLE 8 - EMPLOYEE FILES....10
ARTICLE 9 - HEALTH AND SAFETY....11
ARTICLE 10 – HOURS OF WORK, WORK LOCATION AND TRANSFERS....12
ARTICLE 11 - CLASSIFIED JOB VACANCIES AND HIRING, TEMPORARY JOB ASSIGNMENTS AND JOB SHARING....16
ARTICLE 12 - TEMPORARY EMPLOYEES....20
ARTICLE 13 - PROBATION AND PERFORMANCE ASSESSMENT....21
ARTICLE 14 JOB CLASSIFICATION SYSTEM....23
ARTICLE 15 - PAY POLICIES....25
ARTICLE 16 - VACATION AND HOLIDAYS....32
ARTICLE 17 – PAID AND UNPAID LEAVES....35
ARTICLE 18 - INSURANCE BENEFITS....44
ARTICLE 19 - CAREER DEVELOPMENT....46
ARTICLE 20 - RESIGNATION AND RETIREMENT....49
ARTICLE 21 - DISCIPLINE AND DISMISSAL....50
ARTICLE 22 - LAYOFF AND RECALL....54
ARTICLE 23 – SENIORITY....57
ARTICLE 24 - GRIEVANCE PROCEDURE....58
ARTICLE 25 - NO STRIKE....61
ARTICLE 26 – MISCELLANEOUS....62
ARTICLE 27 - TERM OF AGREEMENT....64
MEMORANDUM OF UNDERSTANDING....65
MEMORANDUM OF AGREEMENT....65
MEMORANDUM OF UNDERSTANDING....66
MEMORANDUM OF UNDERSTANDING....66
APPENDIX A 69
APPENDIX B 71
INDEX....73

ARTICLE 1 - DEFINITIONS AND MISCELLANEOUS PROVISIONS

For the purposes of this Agreement only, the following definitions shall apply:

1.1 "Federation" shall mean the Portland Community College Federation of Classified Employees, Local 3922 of the American Federation of Teachers, AFL-CIO, affiliated with AFT - Oregon.

1.2 "Board" shall mean the Board of Education of Portland Community College District as the elected representative of the citizens of the Portland Community College District.

1.3 The word "Management" used herein refers to the Board or to the person(s) to whom the Board has delegated its authority.

1.4 "President" shall mean the President of Portland Community College.

1.5 “Employee" shall mean any person employed in an approved part-time or full-time job.

1.6 "Full-time Employee" shall mean a person employed in a job approved for 40 hours per week for 12 months in a fiscal year.

1.7 "Part-time Employee" shall mean any person employed in a .288 FTE (600 hours) job but less than full-time. An employee assigned to more than one bargaining unit job will receive full benefits if the jobs equal one FTE. Casual employees who exceed 599 hours in a single position in a fiscal year will be treated as temporary employees under Article 11.3. If the casual employee exceeds 600 hours in the next fiscal year the employee will be granted regular status. The College and the Federation agree that casual employees who exceed 599 hours by working in multiple casual positions receive no benefits and are not temporary employees as defined in Article 11.3.

1.8 "Confidential Employee" shall mean any employee of the College who is so designated in accordance with ORS 243.650(6).

1.9 "Supervisory Employee" or "Supervisor" shall mean any employee of the College who is so designated in accordance with ORS 243.650(23).

1.10 "Management Employees" shall include executive officers (Executive Vice Presidents, Vice Presidents, and Associate Vice Presidents), pathway deans, deans, directors, department administrators, and supervisors with titles as may be designated by the College. Titles for Management jobs are subject to change by the College.

1.11 "College" shall mean the Institution of Portland Community College which includes students, Classified employees, Faculty, Academic Professionals, and Management.

1.12 "Campus" shall mean a College facility operated and maintained by the College that may include lower division collegiate, vocational education, community, and student services.

1.13 "Other Facilities" shall mean all other locations used by the College to supplement its campus environments.

1.14 "Department" shall mean an organizational unit of either central administrative services or of a campus/facility which groups together related services and/or instructional programs.

1.15 "Job Classification" shall mean the system whereby an individual job or group of jobs is assigned by Management to a class description and to a salary level on the Portland Community College Classified Salary Schedule.

1.16 "Salary Level" shall mean the level on the Portland Community College Classified Salary Schedule to which a job or group of jobs is assigned.

1.17 "Class Description" shall mean a statement which has been prepared by Management and is on file in the PSEC Department and on the internet. The class description will address such areas as the nature and scope of the job, principal accountabilities, work environment, physical requirements, minimum qualifications, and the salary level.

1.18 "Day" shall mean a day which falls on a Monday through Friday and excludes holidays and other days when the College is closed unless the term "calendar days" is used in the Agreement.

1.19 "FTE". The full-time equivalency budgeted and/or approved for the position. This is the ratio of annual hours for which the position is approved to two thousand eighty hours (2,080), the maximum hours an employee could work or be compensated for in a year (52 weeks times 40 hours per week).

1.20 "Faculty" shall mean any employee of the College who is hired to work as a Counselor, Librarian, or Instructor.

1.21 "Academic Professional" shall mean any employee of the College who is hired to work in a professional capacity directly related to instructional programs and provides support for an academic or instructional program, or directly impacts student educational success, but who is not a Counselor, Librarian or Instructor.

1.22 “Administrative Paid Leave” shall mean a temporary leave from a job assignment, with pay and benefits intact, for other than disciplinary issues.

1.23 “PSEC” shall mean People Strategy, Equity, and Culture Department (the Department formerly known as Human Resources)

ARTICLE 2 - RECOGNITION/BARGAINING UNIT

2.1 The Board recognizes the Federation as the exclusive bargaining representative on wages, hours, and conditions of employment for all employees described in Articles 1.5, 1.6, and 1.7 of this Agreement.

2.2 Confidential, Supervisory, Management, Faculty, and Academic Professional employees, as defined in Articles 1.3, 1.4, 1.8, 1.9, 1.10, 1.20, and 1.21, shall be excluded from the bargaining unit.

2.3 Management shall provide notice to the Federation whenever a bargaining unit job is designated as Confidential (Article 1.8), Supervisory (Article 1.9), Managerial (Article

1.10), Faculty (Article 1.20), Academic Professional (Article 1.21), or any other classification outside the bargaining unit.

ARTICLE 3 – NONDISCRIMINATION

Preamble: Portland Community College and the Federation agree that mutual respect between and among managers, confidential employees, classified staff, faculty, and academic professionals is integral to the efficient conduct of PCC business.

Employees are expected to treat each other, staff, students, and others in a professional manner while conducting PCC business. Discourteous or offensive behavior directed toward staff, students, or others will not be tolerated. Examples of such behavior include, but are not limited to:

- Bullying or berating others
- Physical or verbal intimidation, such as shouting or angry outbursts directed toward others
- Derogatory verbal or physical behavior, such as name-calling
- Directing profanity toward others
- Behavior that has the effect of humiliating others
- Mobbing
- Other unprofessional or inappropriate behavior

Refer to Standards for Professional Behavior for PCC Employees, Values Statement B-104, and Staff Complaint Procedures.

3.1 Portland Community College prohibits unlawful discrimination as defined in the College's Nondiscrimination and Non-Harassment Policy (NDNH). Complaints of unlawful discrimination, including harassment and/or retaliation shall be processed under Article 3.2 of this Agreement.

3.2 Discrimination/Harassment Complaints: Complaints of unlawful discrimination or harassment may be filed under Article 3.2.1 or 3.2.2.

3.2.1 Complaints may be filed first with PSEC and processed at the informal step of the College's discrimination/harassment complaint procedure.

The employee may pursue allegations that PSEC determines are not covered under the NDNH Policy by filing a grievance at Step 1 under Article 24, provided they do so within 14 days after PSEC's determination, and provided that the complaint with PSEC was filed within 22 days after the event which is the subject of the complaint or knowledge thereof.

3.2.2 The complaint may be filed as a grievance beginning at Step 1 (Article 24.2.1 or 24.3.1, as appropriate).

3.3 The Federation agrees that employees shall provide services in a manner which does not violate the terms of this Article. Employees shall not discriminate against other College employees in violation of this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Board retains and reserves to itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law, including but not limited to the right to:

4.1.1 Determine and revise the purpose, mission, objectives, and policies of the College.

4.1.2 Determine the Management and administrative organization of the College and the selection of employees for administrative and supervisory positions.

4.1.3 Determine the type and location of facilities, properties, resources, and equipment, including the establishment of new facilities and the closure or relocation of existing facilities**,** properties, resources, or equipment.

4.1.4 Manage the affairs of the College to maintain order and efficiency and to determine the methods, means, procedures, and personnel required to conduct College programs.

4.1.5 Establish and revise the College calendar.

4.1.6 Administer the personnel system of the College, including but not limited to the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment, transfer, discipline, supervision, direction, demotion, and discharge of employees in accordance with State and Federal laws.

4.1.7 Direct, supervise, schedule, and assign the workforce including but not limited to determining the place of work, the number of employees, and the allocation and assignment of work to employees.

4.1.8 Establish standards and criteria for job performance.

4.1.9 Create, combine, modify, or eliminate any employee jobs.

4.1.10 By ratification of this Agreement, the Board of Directors agrees that during the term of this Agreement, it will not contract out the work of bargaining unit employees currently employed by the College unless there is a Board-declared financial emergency. However, the Board expressly retains the authority to contract out services in the event the Board determines it is in the best interest of the College to do so for financial or service improvement reasons so long as bargaining unit employees are not displaced. In the event the Board finds it prudent to consider this option, the Board will direct Management to notify the Federation and engage in good faith negotiations in accordance with Oregon Law.

4.2 The exercise by the Board of the powers, rights, authority, duties, and responsibilities in Article 4 and the adoption of policies, rules, regulations, and practices in furtherance

thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

ARTICLE 5 - FEDERATION RIGHTS

5.1 In order for the Federation to be kept fully informed of the development of Board policy and to contribute thereto:

5.1.1 Copies of agendas and background materials furnished to Board members for matters to be discussed other than in executive session shall be sent to the Federation President at the same time as to the Board members.

5.1.2 A table shall be provided as a working space for the Federation President or designee at open Board meetings.

5.1.3 Subject to Board procedures regarding participation, the Federation President or designee shall be offered the opportunity to speak on items prior to Board action.

5.1.4 Items may be placed on the Board agenda in compliance with existing Board policy by the Federation President upon written request filed with the President in sufficient time for distribution to the Board with other informational materials prior to the meeting at which it is discussed.

5.1.5 Copies of minutes of Board meetings and other public documents (e.g., budget) resulting from Board action shall be furnished to the Federation President.

5.2 Management shall provide the Federation with a copy of any publicly distributed document upon request made to the Associate Vice President (AVP) of PSEC. The Federation upon its request to the AVP of PSEC shall be placed on any regular College mailing list. Requests for any other information needed by the Federation to function as the exclusive bargaining unit representative shall be submitted to the AVP of PSEC in writing. The Federation shall pay any reasonable costs for the reproduction and/or compilation of the data.

5.3 Management shall provide the Federation monthly with a list of names, addresses (home and campus), telephone numbers (home and campus), salary, step, and seniority credits of persons in Classified jobs. Such list shall include bargaining unit categories. All information so provided by Management shall be held in confidence by the Federation and used only for Federation business.

5.4 Federation Use of College Equipment and Facilities

5.4.1 The Federation shall have the right to use College-owned duplicating equipment, when not in conflict with Management use, for the purpose of producing informational material for members of the bargaining unit. The Federation shall reimburse the College for all supplies used. All charges for supplies shall be assessed in accordance with the schedule established by Management.

5.4.2 The Federation shall have the right to use Management designated staff bulletin boards and local telephone service for the purpose of communicating with Federation members.

Management shall designate at least one bulletin board which may be used by the Federation for the purpose of communicating with Federation members at each of the major College campuses or other facilities. Any political endorsements posted on Classified bulletin boards shall be clearly marked as being endorsements by the Federation and not by the College. College mail services shall not be used for the general distribution of Federation communications or for distributing materials of a political nature. The College mail service can be used by the Federation for the purposes of communicating among its officers and with College officials. All distributions shall clearly indicate the Federation as the distributor of the material.

5.4.3 The Federation shall have the right to use College meeting facilities for Federation business in accordance with Management procedures established for facility use by College organizations.

5.4.4 Management shall provide the Federation with exclusive office space at one of the campuses or facilities adequate for a standard desk, filing cabinet, and standard-size bookcase. The Federation will furnish all equipment it desires except one telephone, which shall be furnished by Management. Management shall establish a long-distance call account which shall be paid monthly by the Federation.

5.4.5 The use by any member of the bargaining unit of equipment, supplies, services, and facilities for purposes designated in Article 5.4 above shall not interfere with the performance of assigned duties and shall not be during assigned working hours unless alternative arrangements are approved by Management in advance.

5.5 Release Time for Federation Representatives

5.5.1 Management agrees that during working hours, on College premises, and without loss of pay, Federation representatives shall be allowed to:

a. Attend negotiation meetings with Management at times and for periods agreed to by the parties. The Classified team may use up to 240 hours of release time for purposes of negotiating a successor Agreement.

b. Attend Contract Administration meetings for periods and at times as scheduled.

c. Attend grievance meetings at each step of the procedure in accordance with Article 24.

5.5.2 The Federation shall have 108 hours of release time in each pay period. This release time may be used by either the Federation President or the Federation Executive Vice President of Grievance and Contract Administration to conduct union business. In addition, the Federation Campus/Building Representatives or their designee may use this release time pool for union business related to the

administration of the contract. The Federation shall provide a list to PSEC of the employees eligible to use this time including designees. A Federation representative's use of release time shall be scheduled with the representative's supervisor and will be reported to PSEC. Campus/Building Representatives or their designee cannot use more than 20 hours per pay period and these hours cannot accumulate. Any release time used in excess of the amounts allowed in this section shall be paid for by the Federation.

5.6 In order to facilitate the relationship between the Federation, the Employees, and Management, the Federation agrees to provide Management with a current list of officers, campus representatives, and others authorized to represent the union.

5.7 The Federation rights conferred on the Federation by this Agreement shall be exclusive to the Federation, except as provided by law.

ARTICLE 6 - FEDERATION SECURITY

6.1 Bargaining unit employees who provide written consent to become Federation members shall have monthly Federation dues deducted from their paychecks commencing on the next payroll cycle following receipt of the consent by the College Payroll Department (Payroll). The amounts to be deducted shall be certified to Management by the Federation.

6.2 Bargaining unit employees may sign up for payroll deduction of Federation membership dues at any time. Federation members may stop payroll deduction of membership dues by submitting a written request to the Federation between April 21 and May 20 to stop such deductions. Such requests will be effective June 1.

6.3 Management shall remit the aggregate deductions of Federation dues for the preceding month, together with a listing identifying the employees from whom deductions are being paid, to the Federation by the tenth of the month after such deductions are made.

6.4 The Federation agrees that the College shall be indemnified and held harmless from any lawsuit, proceeding, or claim of any kind involving compliance with this Article.

6.5 In case the College receives a claim relating to action under this section, the College will promptly notify the Federation. The College will provide the Federation and its designated counsel with the information regarding the College’s actions which is necessary to defend the claim.

ARTICLE 7 - CONTRACT ADMINISTRATION

7.1 At the request of either party, representatives of Management and the Federation shall meet for the purpose of discussion of any matters of common interest arising out of the administration of this Contract. Meetings will occur at times agreed to by Management and the Federation.

7.2 These meetings are not intended to bypass or substitute for any grievance or other review procedure of this Contract and shall not involve any re-negotiation of this Contract, nor shall they obligate the parties to modify any rights or duties they have hereunder.

7.3 Federation and Management agree to regularly discuss the issue of college-wide usage of sick leave by classified employees at Contract Administration meetings. The purpose of such discussions includes monitoring usage, examining the causes of sick leave usage and discussing ways of educating employees and managers on the purpose of sick leave and the intent of contract language regarding excessive absenteeism.

ARTICLE 8 - EMPLOYEE FILES

8.1 The College shall maintain an official employee file on each Classified employee. The official file will be maintained in electronic format.

8.2 The Classified employee may review and/or copy any material in their employee file. The employee may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related.

8.3 Documents relating to evaluation or discipline shall be signed or initialed by the employee before placement in the employee file, indicating that the material has been read. Other Management-initiated documents directed to be placed in the employee file will either be addressed to the employee or copied to the employee so that the employee knows that the material is being added to the employee file.

8.4 Documents in the employee's file shall be maintained or purged according to the College policy on records retention. Documents related to disciplinary procedures may be removed from the file in accordance with Article 21.3.1(c), 21.3.2(f) or 21.3.3(d).

8.5 The employee file will contain only those documents that are pertinent to the employment history of an individual as identified in the College Personnel Procedures regarding staff records.

8.6 The College shall maintain a review log in each Classified employee's file. The name of any person reviewing such file shall be recorded in the log with the date of the review.

8.7 It is understood that employees have privacy interests in their employee files and that inspection of employee files by College staff will only be for personnel or other legitimate College purposes as defined in the College Personnel Procedures.

8.8 Managers may maintain information related to an employee's work performance and expectations. This information may be used in recognitions, disciplinary actions, or performance assessments in accordance with this Agreement. Unless placed in the employee’s file in accordance with this Agreement, the information shall not be kept past the employee's next performance assessment or 36 months, whichever is sooner.

8.9 Management will provide a copy to the employee of any document (concerning performance, expectations, or discipline) presented to an employee for their signature at

the time of signing. A copy of any such document will also be provided to the Federation.

8.10 The parties acknowledge that Memoranda of Expectation ("MOEs") are non-disciplinary and are not a required step to initiate discipline pursuant to Article 21 – Discipline and Dismissal. An MOE is intended to remind bargaining unit members of College Expectations, and when signing or required to be acknowledged, a copy will also be provided to the bargaining unit member and Federation for their records.

ARTICLE 9 - HEALTH AND SAFETY

9.1 The Federation and Management agree that a safe and healthy work environment contributes to the prevention of injuries and to the reduction of property damage. Classified employees and Management will strive to maintain a safe and healthy work environment and will attempt to reduce the number of preventable accidents. An employee has a right to raise health and safety issues with the campus Health and Safety Committee.

9.2 Management will maintain a College Health and Safety Risk Management Program tailored to meet the needs of each College campus/facility and activity. There will be a classified representative on each campus and center Health and Safety Committee.

9.3 Classified employees will comply with established College Health and Safety Rules, Regulations, and Procedures. An employee who believes that any working condition, equipment, or materials for work are unsafe or defective shall:

9.3.1 Report the unsafe working condition(s) or practice(s) to their supervisor.

9.3.2 Correct the defect(s) or unsafe condition(s) before proceeding with other work. If such correction is either within the regular scope of the employee's work or is a correction an employee could be reasonably expected to do.

9.3.3 If the condition cannot be corrected, the employee's supervisor shall determine if the situation is safe or unsafe. If the employee's supervisor determines that the situation is unsafe, the employee or employees shall be relocated until the supervisor determines that the situation is safe. If the employee's supervisor determines that the situation is safe, the employee may refuse to perform work they reasonably believe to be hazardous until review of the supervisor's decision by Environmental Health and Safety (EH&S). Upon a decision by EH&S that the work is safe, the employee must perform the work.

(a) The employee shall suffer no loss of wages or benefits as a result of such relocation and will return to their workplace when the defective situation is corrected.

9.3.4 If the employee's supervisor is not immediately available, provided the employee reasonably feels that a particular task is unsafe, the employee may proceed to another safe task until the supervisor can be contacted.

9.4 Employees should file a Hazardous Condition Report with their supervisor and EH&S. A written response will be issued within 30 days to the employee and the supervisor. If no corrective action is recommended, EH&S will present the issue to the Campus Safety Committee and explain why no action was needed. If the Safety Committee agrees or does not take action at their next meeting, the issue will be reported to the Contract Administration Meeting (CAM). Safety Committees and CAM will also review each month a report listing actions recommended to remedy hazardous safety conditions that are yet to be completed.

9.5 In order to promote safety in the work area and to reduce potential injuries, employees may be disciplined under Article 21 for:

(a) Violation of College Safety and Health Rules, Regulations, and Procedures.

(b) Abuse of College equipment.

(c) Failure to wear protective clothing required for the job assignment.

9.6 Employees shall be provided with the use of adequate protective clothing by Management during periods when assigned to tasks requiring protective clothing or to seasonal tasks such as snow removal for which they would not normally be prepared.

9.7 Nothing in this Article shall prevent an employee from submitting a complaint to Oregon OSHA or from exercising any other rights granted under Federal or State laws relating to safety without fear of reprisal or recrimination, but when any complaint or investigation request is filed with any governmental authority it shall terminate any grievance filed alleging a violation of this Article by the same employee since the parties do not wish to duplicate investigations and create possibly conflicting determinations. The decision of the College President shall be final and binding when the grievance procedure in Article 24 is used for this Article.

9.8 The Federation shall be provided a copy of any written complaints filed by an employee through the College's Safety Procedures.

9.9 There shall be no discrimination or reprisal against any employee who in good faith reports an alleged safety violation.

ARTICLE 10 – HOURS OF WORK, WORK LOCATION AND TRANSFERS

10.1 A work week for a Classified employee shall consist of not more than 40 hours of work. Work in excess of 40 hours in a work week will be compensated at the overtime rate in accordance with Article 15. The work week for full-time employees shall be scheduled for not more than 5 consecutive days. Alternative workweek schedules that are permitted under state law may be implemented. Regular attendance at work is an essential requirement of every employee’s job.

10.2 The working day for each Classified employee shall be as scheduled by Management. The workday shall not be less than three hours or more than eight hours unless the employee has been assigned a weekly schedule of four days of ten hours or four days of nine hours and one day of four hours.

10.2.1 The workday shall include one 15-minute rest period during each four-hour work period.

10.2.2 The employee shall be scheduled for an unpaid meal period of not less than 30 minutes and not more than one hour when scheduled to work a shift of six hours or more.

10.2.3 As an exception to Article 10.2.2 above, an employee who is required by Management to regularly remain at the workstation during the workday without a duty-free meal period shall be entitled to eat at the workstation without deduction of meal period time from the workday.

10.2.4 Break periods and meal periods shall not be used to reduce the workday.

10.2.5 Management and the Federation agree that a flexible schedule can be beneficial to the College and to its employees.

(a) An employee may submit a request to their supervisor for a flextime schedule or for a remote work arrangement. The supervisor and the employee will meet to discuss the request, including, for example, whether the work can be performed remotely, which will be informed by the needs of students, departments, and the overall College community, and the employee's work performance.

Any agreement between the employee and supervisor for remote work must be in writing and must include any agreed-upon arrangement for college-provided services.

If the request is denied the supervisor shall provide the employee with a memo explaining the reasons the request was denied. The employee can appeal the denial to the next level of supervision. The employee can request bargaining unit representation at the appeal. The decision of the supervisor is final and cannot be grieved.

(b) Reasonable and timely written requests by two or more employees to exchange work hours (temporarily) will be granted, provided that they do not:

(i) alter office/work coverage,

(ii) impact other employees, or

(iii) financially impact the College.

10.3 Working Hours and Shifts

10.3.1 Working hours (reporting and ending times) for each Classified job shall be designated by Management, and clearly stated at the time of hire, and at the time of any change in reporting times or in shift designation.

10.3.2 Shift Definitions—See Article 15.8 regarding premium compensation for shift differentials.

(a) Swing Shift: When 50 percent or more of the employee's working hours are scheduled between 5 pm and 2 am.

(b) Night Shift: When 50 percent or more of the employee's working hours are scheduled between 2 am and 8 am.

(c) Split Shift: When more than a half-hour elapses (excluding meal periods and rest periods) between scheduled work times in the same day in the same job. For sign language interpreters the elapsed time between scheduled work times in the same day in the same job is one hour.

10.3.3 Each employee shall be assigned to one or more work shifts in a week at the time of initial employment or in the event the employee is assigned to a new job. Some departments may require employees to rotate shifts on a periodic basis. Such a requirement shall also be indicated at the time of initial employment or in the event an employee is assigned to a new job within the department.

10.3.4 Employees shall be compensated for the shift differential provided in Article 15.8 based on the definitions in Article 10.3.2.

(a) Such compensation shall be paid from the first day of an assignment to a shift including temporary shift changes.

(b) An employee temporarily assigned to a different shift which provides a lower or no shift differential rate shall continue at the differential rate for the employee's permanent shift assignment.

10.3.5 Break Between Shifts

(a) Employees will be provided a break of at least ten hours between their regularly scheduled shift or an overtime shift and their next regularly scheduled shift.

(b) If the needs of the College do not allow for a ten-hour break, the employee shall be compensated at the overtime rate for the difference between ten hours and the actual hours they are off between the end of work and the start of the next scheduled shift. Employees required to work as essential personnel shall be compensated in accordance with Article 15.8.5.

10.4 Work Location

10.4.1 Each employee shall be assigned to one or more College location as a regular reporting place at the time of initial employment or in the event the employee is assigned to a new job.

10.4.2 Employees assigned to more than one College location as a regular reporting place shall be allowed reasonable travel time during their work shift for travel on the same day between College locations. This excludes travel between the employee's home and the reporting place.

10.4.3 The College may permit an employee to perform their primary work responsibilities at an alternate College location, remotely, or a combination of both.

10.5 Temporary Changes in Days of Work, Shifts, Working Hours, or Work Location Made by Management

10.5.1 Management will not make temporary changes in an employee's assigned campus, job assignment, work shift, working hours, or days of work in lieu of discipline unless the change is a reasonable part of a corrective action plan.

10.5.2 Planned Temporary Changes. Temporary adjustments in an employee's days of work, shift, working hours, or work location, not to exceed a total of six months in any 12-month period, will be made with ten working days advance written notice. The employee may elect to waive the advance notice. (For temporary changes in job assignments, see Article 11.3.) Unless the employees agree otherwise, shift changes will be done on the basis of seniority.

10.5.3 Unplanned Temporary Changes. In an unexpected, unplanned situation, temporary changes can be made to an employee's days of work, shift, working hours or work location without advance written notice. Such assignments will not exceed 30 working days in any one instance. However, the assignment may be extended with the notice required under the provisions of Articles 10.5.2 and 10.6.2. Unless the employees agree otherwise, shift changes will be done on the basis of seniority.

Employees temporarily assigned to a different work location without advance written notice shall be allowed reasonable travel time to report to the new location at the beginning of the shift for each day so assigned.

10.5.4 Temporary Changes Due to Disability or Pregnancy. An employee requesting a change in days of work, shifts, working hours, work location, or job assignment due to disability or pregnancy must submit a written request in accordance with College Personnel Procedures. The College and the employee will comply with all applicable Federal and State laws.

10.6 Permanent Changes in Days of Work, Shifts, Working Hours, Work Locations, or to a Different Job Assignment

10.6.1 Management will not make permanent changes in an employee's assigned campus, job assignment, work shift, working hours, or days of work in lieu of discipline or for punitive reasons.

10.6.2 Permanent changes may be made by Management in an employee's assigned campus, work shift, working hours, days of work, or to a different job assignment, provided there is a need for the change and that the need for the change is discussed with the employee before the formal change is issued and provided the employee is given 20 working days written notice. Such changes may also be made to facilitate employee requests for transfers. Unless the employees agree otherwise, shift changes will be done on the basis of seniority, and only after the requirements of Article 11 have been satisfied.

10.6.3 An employee may make a request to the supervisor for a change in shift, working hours, campus location, days of work, or job assignment. If the request for a change is denied, the employee shall be provided an explanation by their supervisor. The decision of Management shall be final and binding.

10.6.4 Probationary Period and Salary Placement for Changes

(a) The employee shall serve a probationary period in accordance with Article 13.2 of this Agreement.

(b) The employee's salary shall be determined in accordance with Article 15.6. However, if the change is for the sole purpose of cross-training, there will be no changes in the employee's salary.

10.7 The reference to job assignments in Sections 10.5 and 10.6 do not apply to Management changes to job duties or job tasks.

ARTICLE 11 - CLASSIFIED JOB VACANCIES AND HIRING, TEMPORARY JOB ASSIGNMENTS AND JOB SHARING

11.1 Classified Job Vacancies

11.1.1 Management shall identify those vacant Classified jobs which are to be filled. When a screening committee is convened to interview candidates for a vacant position, at least one bargaining unit member will be included on the screening committee.

11.1.2 Management encourages staff to consider opportunities for advancement and cross-training. Classified job vacancies will be advertised intra-departmentally and/or College-wide for a period of at least 10 calendar days before advertisement to the public, except as follows:

(a) College-wide and public advertisement of jobs may be done concurrently to support diversity in hiring, increase technical expertise, or expedite the hiring process.

(b) Jobs may be filled without either College-wide or public advertisement under the following conditions:

(i) Under the provision of Article 10.5, 10.6 (only after the transfer provisions in Article 11.2 are satisfied) or 11.5.

(ii) Under the temporary assignment provision of Article 11.3.

(iii) When hours are added to the job of an incumbent employee which increases the FTE up to and including full-time.

11.1.3 A classified vacancy may be filled from an established pool of applicants under the following:

(a) Posting requirements in Articles 11.1 and 11.2 have been satisfied.

(b) All interested current classified employees who meet the minimum requirements have been interviewed (Article 11.1.4).

(c) The applicant pool has been created from an open competitive recruitment.

11.1.4 When an official notice of layoff is issued, the closing date of any Classified vacancy that is open at the time the notice is issued will be extended to provide the affected employee(s) at least 14 calendar days to apply.

11.1.5 Job advertisements shall include working hours and work location(s) as provided in Article 10 and shall also indicate if the job is to be filled on a temporary basis.

11.1.6 Classified employees desiring to be considered for an advertised Classified job opening shall apply prior to the closing date specified in the job advertisement. Prior relevant experience at PCC will be considered by the screening committee if included in the application materials. Employees who meet the minimum qualifications will be interviewed prior to consideration of outside candidates unless the pool of internal applicants is less than five (5) bargaining unit members. If an employee is not hired, the hiring supervisor or PSEC will provide an explanation in writing within 20 working days of the hiring decision. Employees may avail themselves of PCC career counseling services in accordance with Article 15. The non-selection and the reason for non-selection are at the sole discretion of Management.

11.1.7 Management may decline to consider any employee who:

(a) Has not completed initial probation.

(b) Who is or who has been within the last 12 months on disciplinary probation, suspension, or received a written warning.

11.2 Vacancies for Jobs in the Same Class in Departments with Multi-Work Shifts or with Multi College Locations

11.2.1 Vacancies will be announced intra-departmentally in order to give employees in departments with multiple shifts or multiple college locations an opportunity to apply for jobs in the same job class but with different shifts, days of work, or college locations.

(a) Employees shall submit a letter of interest to PSEC. The most senior qualified applicant in the department who is not precluded under Article 11.1.4 shall be awarded the job.

(b) As an alternative, at any point in the procedure described in 11.2.1(a), the supervisor may elect to meet with department employees to resolve the assignments to the vacancies based on seniority.

(c) Any resulting unfilled vacancies will then be filled under Article 11.1.

11.2.2 Management may decline to consider applicants in accordance with Article 11.1.7

11.3 Assignment to a Temporary Job

11.3.1 Management may assign or select an employee directly or through the competitive process for placement on a temporary basis:

(a) When the job is temporarily vacated by an employee on an approved leave of absence or the position is vacant, in which case the position can be filled temporarily for up to one year.

(b) When the job is temporary in nature (a job of limited duration or an experimental job), or to allow for job sharing.

(c) For the purpose of cross-training, see Article 15.3.4(b).

(d) When the job is a job share as defined in Article 11.5.

11.3.2 No temporary job assignment shall be for longer than two years

11.3.3 If a temporary job assignment is to a different salary level, the employee shall be compensated in accordance with Article 15.3.4 beginning with the first working day.

11.3.4 Each temporary job assignment shall be so designated in writing prior to the effective date of such assignment. The written notice shall include the applicable class description, job duty list, salary level, working hours, and anticipated duration of the job.

11.3.5 A performance assessment shall be completed annually for a temporary job assignment which exceeds one year. An assessment will be completed for a shorter temporary job at the employee's written request.

Employees not hired through a competitive process will serve a probationary period according to Article 13.1

11.3.6 An employee filling a temporary job assignment as defined in Article 11.3.1(a), 11.3.1(b), and 11.3.1(d), shall be granted a leave of absence from their current job and shall return to their job upon the conclusion of the assignment. If the former job has been eliminated, the provisions of Article 22 shall apply.

11.3.7 In the event that Management decides to convert a job from a temporary job (Article 11.3.1(b)) to a regular job or if the job is continued for more than two years it will be declared vacant and filled in accordance with Article 11.1.

(a) However, a temporary employee or a regular College employee who was selected through the College's competitive hiring procedures may be retained in the job if the job becomes a regular job.

(b) If the regular employee is not selected or does not want the job the employee shall be returned to their former job under the provisions of Article 11.3.6.

11.4 Temporary Hours

11.4.1 Temporary hours may be added to a bargaining unit job for no more than two consecutive years. Within the same two-year period, the job can revert to its original FTE without being required to follow the reduction in hours/layoff procedures in Article 22.

11.5 Job Sharing shall refer to one full-time position being shared on an approximately equal basis by two current employees. This article shall refer to general fund and soft-money positions. "Current employees" refers to both within and outside the bargaining unit. Employees outside the bargaining unit can be hired according to Article 11.3. The two current employees must be similarly qualified.

11.5.1 Employees wishing to share one full-time position shall jointly submit a written proposal to the supervisor of the department or to the PSEC Department when applying for a vacant position.

The proposal shall include a plan for the division of responsibilities and the work year schedule. Proposals for temporary job share arrangements will also include a defined term of duration specifying the beginning and ending dates of the arrangement. Article 11.3.1 will apply in the case of the assignment of an individual (s) who is not a bargaining unit employee.

11.5.2 Salaries and Benefits. Payment of salaries, insurance, leaves and other benefits will be handled in the same manner as they are for other part-time bargaining unit employees.

11.5.3 If for any reason one of the participants is unavailable or unwilling to continue participation in the job-sharing assignment, the remaining participant, subject to Articles 11.3 and 13.1, must

(a) Work with the supervisor and the PSEC Department to try and find another qualified employee within a reasonable period of time, or

(b) Request a return to full-time status, or

(c) Resign.

11.5.4 All decisions about job shares (initial approvals, any changes, and whether or not to continue a job share) are at the sole discretion of Management.

ARTICLE 12 - TEMPORARY EMPLOYEES

12.1 A temporary employee is one for whom there is no expectation of continuing employment beyond the completion of the current job assignment. (For temporary assignments of permanent employees, see Article 11.3.)

12.2 A temporary employee shall serve an initial probationary period in accordance with Article 13.1.

12.3 A temporary employee may not be retained in the same job for longer than two years except for temporary employees hired to jobs in projects under separate funding.

12.4 The temporary employee who was selected for a temporary job through the College's competitive hiring procedures may be retained in the job if the job becomes a permanent job. Otherwise, the temporary employee must apply for the job as provided in current College Personnel Procedures and Article 11.1 of this Agreement.

12.5 Temporary employees do not have any rights to a permanent job except as noted in Article 12.4.

12.6 The employment of staff who have less than 3 years of seniority and who work in projects funded by grants or contracts (i.e. 4-funds) is subject to termination or reduction in hours at any time that funding for the program is reduced or terminated, without recourse under the provisions of this Agreement, and without further payment by the College.

Layoff may also occur when Management decides to eliminate the position or reduce the hours of staff who have less than 3 years of seniority for reorganization purposes or when the focus of the grant or contract is revised. Layoffs shall not be for disciplinary reasons. The affected employee and the Federation shall receive 60 calendar days' written notice of layoff. Within the notice period, the employee shall be placed in any vacant position in the same grade level or lower within the employee's program provided the employee meets the minimum qualifications. The affected employee shall have no other recourse under the provisions of this Agreement and no further payment by the College.

Staff who work in the Auxiliary Services departments that operate under their own budget (e.g., food services, print center, etc.) are not temporary employees.

Employees in the same job class and level will be separated from employment within the individual grant or contract on the basis of seniority.

12.7 In emergency situations (i.e. early return of a permanent employee to the job), temporary employees may be dismissed prior to the end of the job assignment without review under the terms of this Agreement. Otherwise, dismissal prior to the end of the job

assignment will be processed according to the provisions of Article 21, except as noted in Article 12.6.

ARTICLE 13 - PROBATION AND PERFORMANCE ASSESSMENT

13.1 Initial Probationary Period

13.1.1 Each new employee hired to a Classified job shall be placed on probationary status beginning the date the employee starts to work. The probationary period shall be 12 months for all employees. This probationary period may be extended for a period of time equal to any paid or unpaid leaves of absence. The probationary period may also be extended if the employee's position has been identified as a potential placement option for a laid-off employee in accordance with Article 22.4

13.1.2 Not later than the end of the third month of the probationary period, the supervisor will meet with the employee and discuss the employee's performance with particular emphasis on any areas of deficiency that might prevent satisfactory completion of the probationary period. This conference will be documented by a written memorandum which shall be signed by both the employee and the supervisor and placed in the employee's personnel file.

13.1.3 If at any time during the probationary period, the employee fails to satisfactorily perform in their job, the employee shall be terminated forthwith without recourse to the grievance procedure.

13.1.4 Employees on initial probation and moving to a new job must serve either a six-month probationary period or the amount of time remaining on their initial probation, whichever is greater.

13.2 Probationary Period Upon Hire to Any New Job

13.2.1 To facilitate opportunities for employees to explore career opportunities at the College, supervisors will consider granting an employee a leave of absence from their current job in order to accept another position at the College. The leave of absence will not exceed the length of the probationary period.

13.2.2 The employee shall serve a six-month probationary period in the new job. This probationary period may be extended for a period of time equal to any paid or unpaid leaves of absence. Once the probationary period has been successfully completed the employee shall receive their annual salary increase in accordance with Article 15.5.

13.2.3 Should an employee fail to successfully complete the probationary period in the new job, the employee shall revert either to the employee's former job (except for employees on initial probation), if it has not been filled, or to an equivalent vacant job for which the employee is qualified at not less than the rate of pay the employee would have realized had the job change not occurred. Should such

placement not be possible or another job not be vacant, the provisions of Article 22 shall apply.

13.2.4 Any employee in a job which has been re-classified shall not serve a probationary period under the provisions of Article 13.2.2.

13.3 Employee Performance Assessment

13.3.1 Assessments shall occur at the conclusion of any probation period and on an annual basis for the first three years of employment, and every three years thereafter. The employee or supervisor may request an additional assessment at any time.

13.3.2 The purpose of the assessment is to provide employee feedback concerning job performance and to assure the College community of excellence in the delivery of service by Classified employees. Assessments will be documented in writing and a copy will be placed in the official employee file.

13.3.3 Assessment will include Goals, jointly developed by the supervisor and the employee and a performance assessment. It may also include related responsibilities; staff and/or developmental activities, maintenance of certification and/or licensure, and/or upgrading skills to keep pace with changing technology and/or knowledge.

Assessments will include the supervisor's review and the employee's self-assessment. They may also include peer, faculty, student, or other observations if both the supervisor and the employee agree.

13.3.4 Annual Review of Workload, Job Class Description, and Position Description and Goals. As a part of the performance assessment process, the employee and the supervisor will conduct an annual review of the class description and position description required in Article 14.3 of this Agreement to evaluate whether any significant changes in the employee's job duties have occurred which might warrant a reclassification review. The employee and the supervisor shall also review the employee's workload at that time. If workload issues are mutually identified, the supervisor will develop a plan to address such issues. Such a plan might include but not be limited to job redesign, process analysis, staffing analysis and training. The employee will also submit a brief written report to the supervisor, summarizing the progress made toward completion of the Goals.

13.3.5 The employee and supervisor will meet to review and discuss the written assessment report. Both shall sign the written document which will be placed in the official employee file in the PSEC Department. A copy will be provided to the employee at the time the employee signs the assessment.

13.3.6 An employee may file a response to a performance assessment within ten working days of signing the assessment. The response shall be filed in the official employee file along with the assessment.

ARTICLE 14 JOB CLASSIFICATION SYSTEM

14.1 Management will maintain a job and salary classification system, conduct job studies and pay equity analyses as it deems appropriate, evaluate and/or re-evaluate Classified jobs according to its classification system, and revise the classification system and related procedures as it deems necessary.

14.2 Class Description

14.2.1 PSEC shall provide each employee with a copy of the class description to which that employee's job has been assigned, at the time of job entry and if the class description is revised or the employee's job is re-classified. Such class description shall indicate the grade level placement for the job occupied by the employee.

14.3 Position (or Desk) Description

14.3.1 The supervisor shall provide a written position description to the employee and shall review and assign tasks specific to the employee's position, at the time of job entry and if the position description is revised. These tasks shall be consistent with the duties and responsibilities indicated in the class description. The supervisor and the employee shall review the class description and position description at least annually. As part of the performance assessment process, the employee and supervisor will conduct a review of the position (or desk) description in accordance with Article 13.3.4.

14.4 Classification Review.

14.4.1 If an employee believes that their assigned tasks are inconsistent with the class description to which the job is assigned, the employee may file a request with PSEC for a classification review. PSEC will process requests for job reclassifications within a job family in an expedited manner and will provide an initial decision (before appeals) within 90 days provided both the employee and their manager have agreed that the employee is taking on the different responsibilities. The College and the Federation agree to review the status of all bargaining unit classification reviews monthly in Contract Administration Meetings.

14.4.2 In the event of a substantial change to a position description(s) or job classification(s), if a new job description or classification is created, or a grade level for a job description or classification is changed, the College shall notify the affected employees and the Federation of the proposed change(s). The Federation may appeal such change(s) by submitting a written request to PSEC in accordance with procedures outlined in Article 14.4.4.

14.4.3 Unassigned Tasks: In no case shall the College be required to pay back pay for extra duties assumed by the employee and not assigned by Management.

14.4.4 Classification Review Appeals Procedure. An employee may appeal the decision regarding the classification review of their job. The procedures used to appeal classification and grade level decisions shall allow for Federation representation at the employee's request throughout the process and shall include the following steps:

(a) The employee may appeal the classification review decision to the Classification Appeals Committee (CAC). The employee's intent to appeal must be submitted in writing to the Director of Labor Relations within 10 working days of the date on the written notification to the employee of the classification review decision. The appeal request must be in writing, and specify the job classification proposed, and the basis or justification for the proposal. The CAC shall have no authority to consider appeals which do not meet this requirement. The employee shall provide a digital copy of the appeal and all supporting documents.

(b) The CAC shall meet to consider the appeal within 30 working days of receipt of the appeal unless an extension is agreed to by the parties. The authority of the CAC shall be limited to one of the following decisions:

(i) That the job is appropriately classified; or

(ii) That the job is not appropriately classified, and which existing classification is more appropriate.

The CAC shall issue a written decision within ten working days after the meeting to consider the appeal. Copies of the decision shall be provided to the employee, the Federation, and PSEC. The decision of the CAC shall be final and binding on the parties.

(iii) If the CAC determines that no existing job classification is appropriate, the CAC may recommend that a new classification be created.

The recommendation shall be issued in writing to the Associate Vice President (AVP) of PSEC and copies provided to the Director of Labor Relations and the Federation within 10 working days after the meeting to consider the appeal. The recommendation shall include the reasons why the CAC believes that neither option a) nor b) above are appropriate and what specific responsibilities of the job warrant that a new classification should be created.

The Chair of the CAC may request a meeting with the AVP of PSEC to explain the CAC's recommendation. The meeting will occur within 10 working days of the request. The decision of the AVP of PSEC as to whether or not a new classification will be created shall be issued within 10 working days of this meeting. If a meeting is not requested, the decision shall be issued within 10 working days of receiving the CAC's recommendation. The decision of the AVP of PSEC shall be final and binding on the parties.

Copies of the decision shall be provided to the employee, the Federation, and PSEC at each step of the process.

14.4.5 Classification Review System

1) A classification review system will be maintained which allows employees to submit requests for classification reviews at any time based on a belief that the employee's job duties have changed.
    (a) The Classification Review System will consider Internal Pay Equity, market data, and a job analysis. The role of the Classification Appeals Committee (CAC) will be limited to one of the following decisions that:
    (b) The job is appropriately classified;
    (c) The job is more appropriately allocated to a different, but existing, job classification; or
    (d) No existing classified job classification is appropriate and that the job should be re-evaluated by PSEC.

    The CAC will not have the authority to determine grade level placement other than through 2a) through 2c) above.

2) In order to have equitable representation on the committee, the membership of the Classification Appeals Committee (CAC) shall consist of:
    (a) Three managers, at least two of whom shall have direct or indirect supervision of Classified Employees.
    (b) Four Classified Employees, at least two of whose work is related and/or impacted by the job classification under review.
    (c) A non-voting representative from the PSEC Classification/Compensation team.

3) PCC will conduct ongoing reviews of the classification descriptions in compliance with the Oregon Pay Equity Law as described in ORS 652.220. A part of the contract negotiations for the successor agreements and economic reopeners, PCC will review the classification and grade level of classifications to determine their position relative to the market and benchmark jobs as requested by the federation. No position with a job family (xyz, xyz II, xyz III, etc inclusive of lead, senior, and

analyst/specialist or similar titles) will be reviewed without reviewing the entire group.

PCC will agree to a review of positions at the rate of 10 positions for each two months of lead time, not to exceed 20 positions. To meet these timelines, the federation will notify PSEC of the list of positions by November 1st (for 20 positions) or February 1st (for 1 O positions) of the bargaining year. PSEC will recommend, in writing, a grade level for each of the classifications and notify PCCFCE by May 1st of the bargaining will be implemented accor ing to the terms agreed upon by the parties in reaching a settlement.

14.5 Grade-Level Placement

14.5.1 Changes in the grade level of existing job classifications shall only occur as a result of selective grade level adjustments through negotiation of a successor agreement, a re-opener agreement for the purpose of negotiating grade level adjustments, or as a result of a classification review.

14.5.2 An employee whose grade level is changed as a result of a classification review will have their salary adjusted in accordance with Article 15.6. Grade-level changes as a result of bargaining will be implemented according to the terms agreed upon by the parties in reaching a settlement.

14.6 PCC will conduct a market-rate compensation analysis, including a review of all College positions, classifications, and salaries during the term of this agreement. Following this analysis, PCC will receive recommendations for re-classifications and salary adjustments. The parties agree to address such changes and open Article 14 during the wage and benefit reopener of this agreement.

ARTICLE 15 - PAY POLICIES

15.1 Salary Schedule. Wage increases during the term of this Agreement and the salary schedule for each year are published in Appendix A – Wages and Classified Salary Schedule

15.1.1 Classified bargaining unit employees will receive the following wage increases:

<table>
<tr><td>Effective June 21, 2023:</td><td>6% structure increase</td></tr>
<tr><td>Effective June 21, 2024:</td><td>8% structure increase</td></tr>
<tr><td>Effective June 21, 2025:</td><td rowspan="2">The parties will reopen Article 15.1 no earlier than February 1, 2025, to negotiate wage increases for FY 2025 and 2026.</td></tr>
<tr><td>Effective June 21, 2026:</td></tr>
</table>

15.1.2 The salary schedule will be 17 steps, with each step 3.0% apart. Employees are placed on the salary schedule at the salary grade to which their job has been assigned.

15.1.3 When the College pays a lump sum to an employee that is in addition to monthly wages, benefits, and expense reimbursements, such payment will be issued separately as allowed by applicable law.

15.2 Internal Pay Equity will be determined by PSEC, and informed by applicable federal, state, and local law, and include a review of the salary, experience, knowledge, skills and abilities of -Classified employees performing work of comparable character, as determined by PSEC.

15.2.1 PSEC shall schedule regular reviews of all Classified bargaining unit employee salaries for Internal Pay Equity. The results of the review will be provided to the Federation.

15.3 Salary Placement

15.3.1 Initial Salary Placement. Initial salary placement shall be at Step 1. However, PSEC may determine that placement shall be above Step 1 based on internal equity as defined in Article 15.2.

15.3.2 Promotional Salary Placement. A classified employee who is promoted to a Classified position at a higher grade shall be placed on the step of the new range that results in the employee receiving at least a 5% increase. However, PSEC may determine that placement shall be on a step that results in more than a 5% increase based on internal equity as defined in Article 15.2. No employee will be placed beyond the top of the range.

15.3.3 Assignments to Lower Salary Level

(a) When an employee is assigned to a job at a lower salary level as a result of layoff, the employee's pay will be frozen until it falls within the salary range for that level unless the employee has refused a placement in accordance with Article 22.4.2 to a position at a level where his/her salary would have fallen within the new salary level.

(b) When an employee who has completed initial probation and is not in a temporary appointment applies for and is accepted for a job at a lower salary level, the employee's salary shall be determined as follows:

(i) The employee will be placed on the step within the new range that is closest to, but not less than, the employee’s current salary.

(ii) The employee will be paid at the maximum of the new salary range if the employee's current salary exceeds the maximum of the new range.

(iii) The salary change, if any, shall be effective the first day the employee starts in the new job.

(c) When an employee who has not completed initial probation and/or is in a temporary appointment applies for and is accepted for a job at a lower salary level, the employee shall be placed in accordance with Article 15.3.1.

15.3.4 Temporary Assignments - Salary Level Changes

(a) An employee temporarily assigned to perform a majority of the higher level duties of a job in a higher salary range shall be assigned to the new salary range and will be placed on the step that results in at least 5% increase in pay or move to the bottom of the new salary range, whichever is greater, provided that no employee will be placed at a rate of pay higher than the maximum of the salary range. The increase shall be effective the first day of work in the temporary assignment. If the employee is temporarily assigned to a job at a lower salary range, the employee's salary shall be frozen.

(b) As an exception to Article 15.3.4(a), employees who are participating in cross-training (on-the-job training) in a higher level job will not receive a pay increase. The training period shall not exceed six months in any one instance. (See Article 19.1 for information on Career Development.)

15.4 Salary Advancement Upon Completion of the Initial Probationary Period. An employee who satisfactorily completes the probationary period as indicated on the performance evaluation for the period shall receive a one step increase. The salary increase shall be effective the first day of the pay period following completion of the initial probationary period.

After successfully completing an initial probation period, the employee will be eligible to receive an annual salary increase at the next annual salary increase period, as described in Article 15.5.

15.5 Annual Salary Increases

15.5.1 Employees who are not on initial, promotional or disciplinary probation shall automatically move to the next step of the pay grade for their classification as identified in Appendix A. The effective date of the annual increase shall be the first pay period in a fiscal year unless the employee has been on a leave of absence in accordance with Article 15.7.1.

15.5.2 Employees who are interested in pursuing a different career option or enhance their earning potential, may avail themselves of PCC career counseling services. A plan identifying an employee's career goals and objectives will be developed by the employee and a mentor from the College community, or a PCC career counselor, and will be coordinated through the PSEC Department. The plan will be mutually agreed upon by the employee, the employee's supervisor and the mentor or counselor. If time off from work is involved for the career counseling or to complete any education/training identified in the plan, release time is limited to up to 6 hours per week and must be approved by the employee's supervisor.

15.5.3 An employee shall have a pay increase delayed if he/she has been on disciplinary probation during the prior year in accordance with Article 21. The pay increase will be delayed for a period equal to the length of their disciplinary probation(s), but not longer than 3 months for each disciplinary action.

15.6 Reclassification Pay

15.6.1 Reclassification to a Higher Salary Level. An employee whose job is reclassified to a level higher shall be assigned to the new salary level and will be placed on a step at the new level that gives the employee at least a 5% increase; however, PSEC may determine that placement shall be on a step that results in more than a 5% increase based on Internal Pay Equity as defined in Article 15.2. No employee will be placed beyond the top of the range. The increase shall be effective the first pay period following the date the request was filed.

15.6.2 Reclassification to a Lower Level

An employee whose job is reclassified to a lower salary level the employee's salary shall be determined as follows:

(a) The employee will be placed on the step within the new range that is closest to, but not less than, the employee's current salary.

(b) If the employee's current salary exceeds the maximum of the new range, the employee's pay will be frozen until it falls within the salary range for that level unless the employee has refused an assignment to a position at a higher level than the one into which they have been reclassified.

The salary change, if any, shall be effective the first day of the pay period following the date the job was reclassified.

15.7 Delayed Increase

15.7.1 Any unpaid leave of absence longer than a month will result in a delay in the step equal to the length of the leave.

15.8 Premium Compensation

15.8.1 Shift differentials shall be calculated and paid as follows: (See Article 10.3.2 for Definition of Shifts.)

(a) Day Shift: No differential. Shall be paid at base rate.

(b) Swing Shift: 2 1/2 percent differential. Base rate shall be multiplied by 1.025.

(c) Night Shift: 5 percent differential. Base rate shall be multiplied by 1.050.

(d) Split-Shift: 5 percent differential. Base rate shall be multiplied by 1.050.

15.8.2 An employee shall receive compensation at double time and one-half for time worked on a holiday as defined in Article 16.2 of this Agreement. Such premium holiday pay shall also apply to work performed under Article 15.8.3.

15.8.3 Any employee not on call required to report back to work (either in-person or remotely) beyond the employee's regularly scheduled work hours shall receive a minimum of two hours at the overtime rate. However, if the employee works more than two hours, payment after the first two hours will be at the overtime rate only if the hours qualify as overtime (Article 15.9.1).

(a) The provisions of Article 15.8.3 include the following examples:

(i) Requiring an employee to perform College work on an unscheduled workday;

(ii) When the employee has left the College premises at the conclusion of their work shift and is called back to work.

(iii) Contacting an employee outside their scheduled work hours and requiring a response before their next scheduled shift.

15.8.4 On-Call. An employee shall be "on-call" when assigned to be available for work outside their normal working hours. The following requirements apply to all employees who are on-call: employee, must be sober, clear-headed, unimpaired by any substance, and available for contact via the department-designated communication channels. Employees must reply to contact within 15 minutes, and if it is determined that on-site presence is required, the on-call employee must arrive on-site within one (1) hour, unless the employee promptly responds that inclement weather or natural disaster will delay or prevent their arrival on-site. If the work can be performed remotely, the on-call employee must be available to start work within one (1) hour of contact.

Employees are assigned on-call based on their ability to fulfill the department's on-call duty responsibilities. Management will create a rotating schedule for on-call duty, attempting to distribute on-call duties evenly among eligible employees. An employee who works on-call shall rotate to the bottom of the list after one week of being on on-call status. No employee shall be assigned more than two weeks of on-call in a calendar month unless they agree to be assigned the additional on-call time. Employees on-call may be assigned to cover locations other than their primary assigned location.

Employees will be compensated five dollars per hour for each assigned on-call hour.

On-call assignments will be for a minimum of four hours unless the employee is called back to work during the on-call assignment. On-call pay will continue until the employee reports back to work. If the employee is called back and reports back to work in accordance with this Article, the overtime rate will begin in accordance with Article 15.9.1.

Any on-call employee who is contacted for assistance shall be compensated at the regular rate for the time worked or a minimum of one hour of pay at the overtime rate, whichever is greater.

15.8.5 Essential personnel who are so designated in advance by Management and who are required to report to work during the College closure provisions of Article 17.6 shall be paid double time and one-half for the actual hours worked.

15.8.6 An employee in a job assignment which requires bilingual skills (including sign language) shall receive additional premium compensation of 5%, unless the bilingual requirement is already included in and factored into the class description.

15.8.7 Sign language interpreters will have built into their work schedule "prep time" for classroom interpretation equal to a minimum of 5% of their scheduled hours of work.

15.8.8 Employees assigned as a Field Training Officer shall receive additional premium compensation of 5 percent for hours worked while actually training and evaluating a new Public Safety Officer.

15.8.9 Employees, whose job description or classification does not include training responsibilities or are not designated a lead employee, assigned to train other classified bargaining unit members shall receive additional premium compensation of at least 5% for the duration of the training assignment, not to exceed two (2) weeks. The training assignment may be reviewed.

15.9 Overtime

15.9.1 All overtime will be calculated at the rate of one and one-half times the employee's hourly rate based on the salary schedule after the eighth hour (or after the ninth or tenth hour of the alternate weekly schedules as defined in Article 10.2) of the employee's shift or any time in excess of 40 hours per week. Overtime is calculated based on actual hours worked and not on hours compensated for paid or unpaid leave (i.e. vacation, sick leave, bereavement leave, compensatory leave, personal leave, etc.)

15.9.2 No overtime will be worked unless the overtime is authorized in advance by the employee's supervisor. The supervisor will give as much advance notice of the overtime assignment as is feasible and will provide some type of an opportunity for employees to volunteer for overtime assignments. Overtime work shall be distributed as equally as practicable among employees working within the same job classification within each work unit, provided they have indicated to their supervisor in writing their desire to work overtime. A supervisor may provide an employee with general written authorization to work a limited amount of overtime in situations when the supervisor is not available to approve the overtime hours.

15.9.3 Overtime may be paid or compensatory time off may be taken in lieu of pay as requested by the employee. Compensatory time off must be scheduled with the supervisor. However, not more than 40 hours of compensatory time can be

carried forward from one payroll reporting period to the next and all compensatory time must be taken by August 20th each year.

15.9.4 Employees will be paid automatically for any accrued compensatory time not permitted to be carried forward under Article 15.9.3.

15.10 Uniforms

15.10.1 Employees required to work in standardized uniforms shall have such clothing provided in sufficient quantities so that other than weekly laundering is not required.

15.10.2 The College shall pay for reasonable dry cleaning costs.

15.10.3 Management shall maintain a reasonable uniform replacement schedule which takes into consideration normal and extraordinary on-the-job deterioration of uniforms.

15.10.4 The College will provide protective clothing in accordance with Article 9.6.

15.11 Parking. Employees may park in any lot designated as “staff parking” or “general parking” provided that a valid College parking permit is displayed on the employee’s vehicle. Costs associated with parking at College locations without designated PCC parking that exceed the PCC employee parking rate will be paid for by the College or reimbursed to the employee, excluding fines, citations, or other non-parking related expenses.

15.11.1 Rates for employees will not exceed student rates.

15.12 Employee Award Program. The employee award program is to recognize and financially reward employees who improve a college process or service that results in substantial savings or improved delivery of services for the College. However, no reward will be granted for ideas involving the contracting out of work that results in Classified employees being laid off.

15.13 If a manager makes changes to a timesheet after it is submitted, except for the addition of contractual holidays, employees will be notified in writing.

15.14 Timesheets will be due before the end of the pay period only in extraordinary circumstances, such as holiday closures, or to address specific individual reporting concerns. When timesheets are required to be turned in prior to the last day of the pay period, employees will be notified in writing of the date that timesheets are due.

15.15 Longevity Pay for Bargaining Unit Members

15.15.1 Longevity pay for classified bargaining unit members recognizes and rewards employees for continuous service and dedication to the College.

15.15.2 Eligibility. This section applies to all eligible bargaining unit members based on their current hire date in a classified position. Longevity pay shall be paid to eligible bargaining unit members once they reach the applicable continuous

years of service and have been at the top step of the salary schedule provided in Appendix A for one (1) year.

Continuous Years of Service	Longevity Pay
20 years	$500.00
25 years	$750.00
30 years	$1000.00
35+ years	$1250.00

15.15.3 Payment. Longevity pay is a one-time, lump sum payment, payable on July 1st the year after the employee reaches the number of years of continuous service based on their current date of hire.

15.16 Ratification Bonus. Full-time Classified bargaining unit employees currently employed by the College as of the date of full ratification of this Agreement will receive a one-time lump-sum payment of $1,000. Part-time Classified bargaining unit employees currently employed by the College as of the date of full ratification of this Agreement will receive a pro-rated amount of $1,000 in a one-time lump-sum payment based on FTE.

ARTICLE 16 - VACATION AND HOLIDAYS

16.1 Paid Vacation Leave

16.1.1 Vacation Accrual

(a) Full-time employees shall earn paid vacation leave each month according to the following schedule, excluding those pay periods in which the employee is not compensated for a minimum of 80 hours.

Completed Calendar Months of Service	Monthly Accrual Rate	Annual Accrual Rate and Days
0-24 (0-2 years)	8.00 hrs.	96 hrs. = 12 days
25-60 (+2-5 years)	10.00 hrs.	120 hrs. = 15 days
61-120 (+5-10 years)	12.00 hrs.	144 hrs. = 18 days
121-180 (+10-15 years)	14.67 hrs.	176 hrs. = 22 days
181 plus (+15 years)	16.67 hrs.	200 hrs. = 25 days

(b) Part-time employees shall earn paid vacation leave each month according to the following schedule with the monthly accrual based on hours compensated for the payroll reporting period (excluding overtime).

Completed Calendar Months of Service	Hourly Accrual Factor
0-24 (0-2 years)	.0462

25-60 (+2-5 years)	.0577
61-120 (+5-10 Years)	.0692
121-180 (+10-15 years)	.0846
181 plus (+15 years)	.0962

(To determine the monthly vacation accrual, multiply the hours worked during the payroll period by the hourly accrual factor that corresponds to the employee's Completed Months of Service.)

(c) Employees shall earn paid vacation during the initial probationary period but such vacation shall not be taken or vested until the employee completes 6 months of active employment in one or more qualifying positions.

16.1.2 Calculation of Months of Service

(a) Completed calendar months of service shall be calculated from the time the employee was placed into a bargaining unit job.

(b) For part-time employees in the bargaining unit before July 1, 1990, completed months of service for the purposes of vacation accrual will be calculated from July 1, 1990.

16.1.3 The following guidelines shall be used for requesting, scheduling, and granting vacation leave:

(a) Vacation leave will be scheduled by the employee in cooperation with their supervisor. Vacation requests may be denied when they conflict with the needs of the College, provided those needs are explained in writing to the employee.

(b) If two requests are received on the same day, the preference of the employee with greater seniority in the department shall have precedence over that of the employee with less seniority.

(c) Once a vacation has been scheduled in writing, it shall be rescheduled only by the mutual consent of the employee and the supervisor.

(d) The employee's final check will include payment for any accrued**,** unused vacation.

(e) Vacation Accrual Limit and Cash-Out.

(i) For full-time employees, a maximum of 250 hours of vacation may be carried over from year to year. For part-time employees, a maximum of 150 hours of vacation may be carried over from year to year. For purposes of administering this provision, the year cycle runs from August 21st to August 20th of the following year. When accrued

vacation hours reach the cap, new accruals are suspended until total hours are reduced to less than the maximum accrual amount.

(ii) Full-time employees are eligible to cash-out up to forty (40) hours and part-time employees are eligible to cash-out up to twenty (20) hours of accrued vacation each year subject to IRS regulations and College requirements:

a During the previous year, the employee must have used an equivalent amount of vacation time to that being cashed out; and

b The employee must have accrued at least 200 hours of vacation at the time of cash-out (part-time employees must have accrued at least 125 hours of vacation at the time of cash-out).;

c The employee must submit the appropriate College form during the month of September each year requesting the cash-out.

(f) Emergency scheduling of vacation for up to three days of vacation in a fiscal year, paid from accrued vacation leave may be granted an employee upon timely written request. Such time is for personal employee emergencies not covered by other paid leaves and shall be requested of the supervisor with as much advance notice as possible.

16.2 Holidays

16.2.1 Full-time employees shall be paid for 12 holidays for a maximum entitlement of 96 hours per year. These holidays are: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, day before Christmas, Christmas Day, the day after Christmas, New Year's Day, Martin Luther King Day, and Memorial Day and Juneteenth. The actual dates of observance for all holidays shall be as designated by Management after consultation with the Federation.

(a) In the event that Management requires that an employee work on a College observed holiday and/or the actual holiday, the employee shall be compensated in accordance with Article 15.8.2 (in lieu of the holiday time off for College observed holidays).

(b) In the event that a designated paid holiday falls during a period of an employee's scheduled paid vacation leave, that holiday shall not be charged against vacation leave but shall be paid as a holiday.

(c) For full-time employees on alternative work schedules. If the holiday falls on an employee's scheduled day off during a week the employee is scheduled to work the employee shall be granted an alternate day off or alternative work schedule for the week as scheduled by the Management supervisor in lieu of the holiday. In no event will an employee on an alternative work schedule be paid for more than 96 hours of holiday pay in a year. Once they have reached the 96 maximum, they must use vacation, compensatory time or leave without pay for any additional designated holiday closures.

(d) A full-time employee shall receive pay for a holiday unless the day immediately preceding or immediately following the holiday is taken as unpaid leave, provided that the employee has been compensated for at least 80 hours in the pay period in which the designated holiday occurs.

16.2.2 A part-time employee will be paid for all hours that they would have been scheduled to work on a holiday until the total number of holiday hours they have been paid reaches the pro-rated equivalency of 96 hours (based on the full-time equivalency ratio of the employee's position). If they have not received their pro-rated equivalency by June 20th, they will be paid for the difference unless they were on an unpaid leave when the designated holiday occurred.

ARTICLE 17 – PAID AND UNPAID LEAVES

PREAMBLE: The Federation and Management agree that it is important to maintain a safe and healthy work environment to reduce the need for sick leave usage and that it is important for employees to use sick leave wisely for purposes of illness or injury. Sick leave accrual for catastrophic or long-term illness or injury is important. Use of sick leave for purposes other than those protected under Oregon law causes fellow Classified employees additional work and can impact institutional productivity and the effective and ethical use of public funds.

17.1 Sick Leave

17.1.1 Sick Leave Accrual

(a) Full-time employees shall earn paid sick leave at the rate of 8 hours per calendar month excluding those pay periods in which the employee is not compensated for a minimum of 80 hours, in which event the employee shall earn paid leave in accordance with the minimum accrual rate under state law.

(b) Part-time employees shall earn sick leave each month using a factor of .0462 for each hour compensated during the payroll reporting period (exclusive of overtime).

17.1.2 Use of Accrued Sick Leave

(a) In the event of illness or injury as applied to this section, the employee shall make a reasonable attempt to notify the employee's supervisor before or at the beginning of each scheduled workday. Each day's absence shall be reported on the payroll card as "sickness" and applied against unused sick leave.

(b) For the purpose of use of sick leave, "immediate family" shall mean:

(i) Employee’s Spouse or Domestic Partner

(ii) Employee's Child (biological, adopted, stepchild, or foster child) or Child of Employee's Spouse or Domestic Partner, or that Child's Spouse or Domestic Partner

(iii) Employee's Parent (biological, adoptive, stepparent, foster parent, or legal guardian) or Parent of Employee's Spouse or Domestic Partner

(iv) Employee's Sibling or Step-Sibling or that Sibling/Step-Sibling's Spouse or Domestic Partner

(v) Employee's Grandparent or the Grandparent's Spouse or Domestic Partner

(vi) Employee's Grandchild or the Grandchild's Spouse or Domestic Partner

(vii) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(c) When applicable, the use of additional leave to care for a family member who suffers "serious health conditions" will be granted according to the requirements of appropriate State and Federal law and the Family and Medical Leave provisions of this Article.

(d) No employee shall be disciplined for the use of accrued sick leave unless the absenteeism is excessive. Excessive absenteeism is defined as repeated absences from work which are not included in an approved formal leave of absence and those which are not covered by Federal or State leave laws. Whether an employee's absences are considered excessive will be determined on a case-by-case basis given consideration of appropriate circumstances and data. Absences for which an employee submits a health care provider's certificate that states the provider has examined the employee for an injury/illness may not be considered excessive unless those absences cause a failure to satisfactorily perform their job duties pursuant to Article 21.4.1.

Where Management believes that disciplinary problems related to excessive use of sick leave appear to be developing, the issue will first be addressed through informal discussions between the employee and their immediate supervisor. The employee may have a Federation representative present for the purpose of observation and advice at the option and request of the employee. If the problem continues progressive disciplinary action may be taken.

(e) Medical Verification. The College may require an employee to provide medical verification for the use of sick leave under the following conditions in accordance with the Oregon Paid Sick Time law: the employee uses sick leave for five or more consecutive working days; or the College has sufficient evidence to suspect that the employee is abusing sick time, including engaging in a pattern of absenteeism.The College will pay any associated

costs for providing medical verification or certification, including lost wages that are not paid under a health benefit plan in which the employee is enrolled.

(f) The employee's medical and dental insurance coverage will be continued for the duration of the sick leave according to the requirements of the state and federal leave law.

(g) If an illness or injury exhausts paid and unpaid leave under state and federal law, unused sick leave days, vacation, personal and compensatory time, the employee may apply for an unpaid leave of absence in accordance with Article 17.5.4.

17.2 Workers' Compensation Absences

17.2.1 Absences resulting from illness or accident compensated by the workers' compensation program may be taken as unpaid leave, vacation leave or reported as sick leave, at the employee's option. However, the employee will not receive more than 100% of their regular compensation through any combination of paid leaves with workers' compensation time loss benefits.

17.2.2 Employees shall comply with state regulations and College personnel procedures regarding matters covered under workers' compensation.

17.2.3 An employee shall be reinstated to their former position upon certification by the attending physician that the employee is able to perform the duties of such position and provided such position still exists. If the former position does not exist, the employee shall be reinstated in any other existing position which is vacant and suitable. A suitable position is one the attending physician certifies the employee is able to perform and one for which the employee is qualified.

(a) Such reinstatement rights, however, terminate when whichever of the following events FIRST occurs:

(i) A medical determination by the attending physician, or after an appeal of such determination has been made that the employee cannot return to the former position.

(ii) The employee is eligible and participates in vocational assistance.

(iii) The employee accepts suitable employment with another employer after becoming medically stationary.

(iv) The employee refuses a bona fide offer from Management of light duty or modified employment which is suitable prior to becoming medically stationary.

(v) Seven days from the date the employee is notified by Management by certified mail that the employee's attending physician has released the

employee for employment unless the employee requests reinstatement within that time.

(vi) Three years from the date of injury.

(b) The right to reinstate does not apply to persons hired on a temporary basis to replace an injured employee or to employees in positions which are less than .48 FTE.

17.3 Other Paid Leaves. Employees shall apply for the use of such leave as far in advance of the leave as is possible. Part-time employees shall be paid for leave only if scheduled to work and only for the hours scheduled to work.

17.3.1 Personal Leave

(a) Employees shall earn 24 hours of personal leave per year. Personal leave hours for part-time employees shall be pro-rated based on their authorized FTE.

(b) Personal leave shall be requested and granted in accordance with Articles 16.1.3(a) through 16.1.3(c) on vacation.

(c) Personal leave must be used within the period from August 21 of the year in which it is earned to August 20 of the following year or it will be lost. Unused personal leave shall not be cashed out upon termination of employment.

17.3.2 Bereavement Leave

Preamble: It is the college's intention to be sensitive to employee needs in times of loss and grieving. It is also important to recognize the needs of the college in being able to accomplish its mission to serve students. Therefore, it is important for the employee to communicate with college management, their need for bereavement leave, the time they will be gone, and when they will be returning.

(a) Death in Immediate Family: An employee may be absent with pay up to five working days (or the equivalent if on an alternate work schedule as defined in Article 10.2) following the death of a member of the immediate family. For the purpose of 17.3.2, "immediate family" shall mean:

(i) Employee's Spouse or Domestic Partner

(ii) Employee's Child (biological, adopted, stepchild, or foster child) or Child of Employee's Spouse or Domestic Partner, or that Child's Spouse or Domestic Partner

(iii) Employee's Parent (biological, adoptive, stepparent, foster parent, or legal guardian) or Parent of Employee's Spouse or Domestic Partner

(iv) Employee's Sibling or Step-Sibling or that Sibling/Step-Sibling's Spouse or Domestic Partner

(v) Employee's Grandparent or the Grandparent's Spouse or Domestic Partner

(vi) Employee's Grandchild or the Grandchild's Spouse or Domestic Partner

(vii) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(b) Death of Other Relative: An employee may be absent one day with pay to attend the funeral of a relative other than one of these included under "immediate family". With the approval of their Manager, the employee may use their sick leave in lieu of other accrued paid leave to extend this leave for up to five working days.

(i) Procedure: Management may request evidence of bereavement for approval of salary payment.

17.3.3 Jury Duty: Employees subpoenaed for jury duty shall be excused from their scheduled work assignment for that purpose without loss of pay or shift differential. Any per diem fees paid for such duty shall be paid to the College.

17.3.4 Court Witness: Employees subpoenaed to appear as a witness in a case in court shall be excused for that purpose without loss of pay. A copy of the subpoena shall be filed with the employee's manager. Any witness fees shall be paid to the College

17.3.5 Public Elections: An employee who, because of scheduled work time, is unable to vote in a public election during non-work time, shall be allowed up to two hours leave with pay for voting.

17.3.6 Military Leave: An employee who is a member of one of the reserve components of the armed forces of the United States or the Oregon National Guard shall be entitled to leave without loss of pay for active reserve military duty for a period or periods not to exceed a total of 15 calendar days each calendar year as provided in ORS 408.290. Requests for military leave shall be submitted through regular administrative channels to the PSEC Department and shall be accompanied by official orders specifying the dates and location of such military duty.

17.3.7 Other Personal Emergency: Under exceptional circumstances, an employee who has no accumulated compensatory time, vacation leave, sick leave (if applicable), or no personal leave, may be granted up to 3 working days of absence without loss of pay for an emergency situation. Such absences shall be reported to the supervisor and forwarded to payroll as soon as possible and shall be excused at the discretion of Management.

17.3.8 Leave Bank: The Classified Employee Leave Bank Program allows employees to donate accumulated vacation, comp time, and personal leave hours to other Classified employees on approved medical leave who have exhausted their own paid leave. This is only a summary of the program. A copy of the complete document is available from PSEC.

(a) Employees Eligible to Participate. Classified employees may enroll if they have completed their probationary period, and have at least four hours of accumulated paid vacation leave, or compensatory time.

(b) Requirements for Enrollment. In order to be eligible to receive benefits from the Leave Bank, employees must donate at least four hours of paid leave each year during the Open Enrollment period that begins February 1 and ends March 15. An employee's enrollment is effective for the duration of the Program Year, and the employee must complete a new enrollment form each year. The Program Year begins every April 1 and ends on March 31. If an employee enrolls in the Program and then decides to discontinue in the Program, the donated hours shall not be returned to the employee. Employees completing probation may also enroll within the first 30 days of becoming eligible to participate in the Leave Bank.

(c) Eligibility to Receive Donated Leave. Employees may request benefits by submitting a Leave Bank Transfer Application to PSEC. If there are donated hours available in the Leave Bank and subject to the Program terms, an employee will receive benefits in the form of hours of paid leave if the employee:

(i) has a severe medical condition that prevents the employee from working, or needs the leave to care for a family member with a serious medical condition under PFMLI, OFLA, and/or FMLA,
(ii) has been on an approved medical leave (paid or unpaid) for at least 2 weeks,
(iii) has exhausted the employee's paid time off, and
(iv) has not been disciplined for an absence-related reason for the past 12 months.

The maximum number of hours an eligible employee may receive from the Leave Bank in any 12 months will be determined each year by the Contract Administration Meeting based on the hours available after the enrollment period. Other restrictions may apply. For example, if an employee receives paid hours from the Leave Bank and he/she is later reimbursed for the same hours by an insurance company, workers' compensation, or other source, program benefits must be repaid. A more detailed plan document is available from PSEC.

(d) A maximum of 350 hours for an employee’s serious health condition and a maximum of 250 hours to care for a family member with a serious health condition may be transferred from the Leave Bank in any 12 months. A maximum of 2,500 hours per year may be transferred from the leave bank to care for family members.

(e) Amendment to Plan. Management and the Federation may agree to alter the terms of the Leave Bank Plan in Contract Administration meetings.

17.4 Family and Medical Leave. Employees may be eligible for paid leave, family and/or medical leave under the Paid Family and Medical Leave Insurance ("PFMLI") program, the Federal Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), or other federal and state leave laws. PCC will comply with all applicable local, state, and federal leave laws regarding protected leaves.

17.4.1 Paid Family/Medical Leaves

(a) Family and Medical Leave Insurance ("PFMLI") Program

(i) The College will provide the required paid family and medical leave insurance program benefits through a State-approved equivalent plan offered by a third-party insurer, that is equal to or exceeds the minimum requirements of Paid Leave Oregon.

(ii) The PFMLI program is funded by both employee and employer contributions (which will be withheld through the payroll process). The parties recognize that the contribution rates are set by the State. The current contribution rate for employees is 60% of 1% of the employee's wages. The employee contribution will be deducted each pay period.

(iii) Many employees' PFMLI benefits will be less than 100% of their regular wages. Employees may choose to supplement their PFMLI benefits utilizing other paid leaves (including, for example, sick leave, vacation leave, or personal leave, in the order they choose), provided it does not exceed 100% of their regular wages.

(iv) While receiving PFMLI benefits, the College will continue to provide all College-provided insurance benefits (*e.g.*, health insurance) and pay any contributions required by this agreement. Any required employee contributions towards those benefits will be deducted from employee paychecks if the employee elects to supplement their benefits with accrued leaves as allowed above. Employees who do not elect these options or do not receive pay from the College sufficient to cover their required contributions are responsible for remitting the employee portion for continuation of these benefits in accordance with this agreement and state law.

(b) PCC Paid Parental Leave. Effective July 1, 2024, an employee who is receiving PFMLI program benefits may be eligible for up to 160 hours of PCC Paid Parental under the following conditions:

(i) The employee is on an approved Parental Leave under PCC policy and in accordance with FMLA and/or PFMLI,

(ii) The employee has exhausted their accrued paid leave (*e.g.*, Vacation, Sick, Personal) during the parental leave (except an employee may retain up to 40 hours of their own accrued leave), and

(iii) The PCC Paid Parental Leave must be used during the approved FMLA and/or PFMLI parental leave, as follows:

a. PCC Paid Parental Leave provides supplemental pay benefits for up to 160 hours during the employee's approved leave.

b. PCC Paid Parental Leave supplemental pay and benefits shall not exceed 100% of the employee's regular wages, including PFMLI benefits.

c. PCC Paid Parental Leave is pro-rated based on the employee's FTE at the time of the leave (*e.g.*, a .50 FTE employee would be eligible to receive 80 hours of PCC Paid Parental Leave).

17.4.2 Unpaid Family and Medical Leave

Unpaid Family/Medical Leave. When eligible, employees may be granted unpaid family/medical leave under the federal Family Medical Leave Act and/or the Oregon Family Medical Leave Act. Requests for family/medical leave will be reviewed on a case-by-case basis under each applicable law. Family/medical leave shall be without pay. However, the employee may elect to exhaust any accrued, unused paid, before being placed on an unpaid status.

17.5 Other Leaves of Absence

17.5.1 General Requirements for a Leave of Absence under Article 17.5:

(a) All leaves of absence shall be requested in writing at least 30 calendar days in advance except in extenuating circumstances or as required by other provisions in this Agreement pertaining to Family and Medical Leave (17.4).

(b) The terms of the employee's leave of absence shall be specified in writing at the time the leave is authorized.

(c) The employee will use all unused vacation, personal, and compensatory time and sick leave where appropriate as provided in Article 17.1.2 of this Agreement. The balance of the leave (if any) shall be unpaid leave.

17.5.2 Bereavement Leave for Death of Friend. An employee may be absent from work without pay for the time required to attend the funeral of a friend providing such absence shall not exceed one day.

17.5.3 The supervisor may approve short term leaves of absences of up to 10 days, excluding leave under PFMLI/FMLA/OFLA which must be processed in accordance with Article 17.4, Family and Medical Leave and College Procedures. Any leave of 11 days or more must be processed in accordance with College Procedures.

17.5.4 Leave of Absence. A leave of absence for up to one year may be granted to employees not on initial probation for reasons of health, education or for other

reasons as approved by Management. Such leave shall be processed in accordance with Article 17.5.1.

17.5.5 Political Leave of Absence. An unpaid leave of absence may be granted for an employee who is a candidate for public office for the duration of the election campaign and for the term of office (if applicable), upon timely application and for a reasonable period of time. Such leave shall be processed in accordance with Article 17.5.1 and shall not count as probationary service unless otherwise agreed to. Temporary employees are not eligible for a political leave of absence. Alternatively, the employee may, with their supervisor's approval, flex their work schedule in accordance with Article 10.2.5 in lieu of using accrued leave.

17.6 College Closure or Delayed Opening (Temporary)

17.6.1 In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency beyond Management control, it may become necessary for Management to delay opening, to close early, and/or close some or all College operations at one or more campuses or other facilities for a limited or an intermittent duration.

17.6.2 Management will establish a general policy directive supported by procedures to be followed by employees at each College campus and other facilities. This directive and supporting information shall be written and distributed to the Federation and all Classified employees no later than November 15th of each year.

17.6.3 In the event of delayed opening, all Classified employees will report to work in accordance with procedures established under Article 17.6.2. If an employee is unable to report to work, such absences will be charged in the following sequence:

(a) Accumulated compensatory time.

(b) Available vacation leave.

(c) Leave without pay.

17.6.4 Closure of College Facilities

(a) Classified employees designated in advance by Management as essential personnel in accordance with College Closure Procedures shall report to work as scheduled and shall receive premium compensation of double time and one-half for the actual hours worked. No other employees will be entitled to premium compensation for work during College closures and/or delayed openings.

When essential personnel are assigned by Management to work to prepare the College for opening due to inclement weather and the College is subsequently closed that day, such essential personnel will receive premium compensation of double time and one-half for the actual hours spent

performing such work. Such premium compensation will be paid from the time such essential personnel reported to work until the time of the closure or the time they are released from essential personnel duties that day, whichever occurs first. No other employees, including other essential personnel, will be entitled to premium compensation for work performed prior to a College closure.

(b) Full-time employees shall be compensated for the number of hours scheduled to work in the closure period(s). Part-time employees shall be paid for the hours normally scheduled to work on any closure day. Extended closures may result in layoffs in accordance with Article 22.

(c) Employees shall not be compensated for closure time if the employee is not scheduled to work or if the employee is on any form of paid or unpaid leave.

(d) Persons scheduled to work weekends or holidays and who are affected by such a facility closure identified in Article 17.6.1 shall not suffer a loss of wages as provided under Article 17.6.4(b)

(e) Employees not designated as essential personnel who are assigned by their supervisor to work during a college closure will be compensated at their regular hourly rate for the hours worked. The time worked will not be counted as closure hours.

ARTICLE 18 - INSURANCE BENEFITS

18.1 Group Health, Dental, and Vision Care Insurance Programs

18.1.1 The College shall continue to provide the current (or comparable) level of group health, prescription, dental and vision care insurance programs. The College shall provide comparable levels and types of coverage as long as it is available. In order to facilitate consideration of potential changes in coverage, plan design, and other benefit issues, the parties agree to form a "Joint Committee on Insured Benefits". The committee will be composed of representatives of the PSEC Department and each insured benefit-eligible employee group (i.e., Classified, Faculty/Academic Professionals and Management/Confidential employees), in accordance with the Memorandum of Understanding which is reproduced in the back of this Agreement.

18.1.2 Health, Dental, Prescription and Vision Care Insurance Premiums

(a) Full-time Employees: The College shall pay the maximum monthly amounts listed below toward payment of the combined health, dental, prescription and vision care insurance premiums for full-time employees and eligible dependents, with any excess amount paid by the employee through payroll deduction:

If any other employee group receives a higher employer contribution, the amount paid for Classified employees shall be equal to the higher contribution amount.

Effective May 21, 2024:

Employee	$785
Employee + Spouse	$1,416
Employee + Children	$1,315
Family	$1,953

(b) Part-time Employees: The College shall pay the monthly amount listed in 18.1.2(a) prorated based on the position's budgeted FTE toward the payment of the combined health, dental, prescription and vision care insurance premiums for part-time employees and eligible dependents, with any excess amount paid by the employee through payroll deduction for 12 months.

(c) Part-time employees in positions scheduled to work fewer than 12 months per year will continue to receive the pro-rated College contribution for the entire 12-month period. (For example, an employee employed to work nine months during each regular academic year, with summers off, will receive the pro-rated College contribution for the entire 12 months.) However, this provision shall not apply to positions filled on a temporary basis for less than one year.

(d) The payment of the College contribution as defined in 18.1.2(a) and 18.1.2(b) maximum amount) is subject to 18.5.

(e) Coverage for an employee shall be effective the first of the month after the effective date of the employee's appointment, provided 30 calendar days have elapsed since that date.

* **Benefits-eligible employees may opt out of medical, dental and vision coverage ONLY if they have other group medical coverage. Those who choose to opt out will receive an incentive payment of up to $200.00 per month, pro-rated based on FTE. The opt-out incentive is taxable income.**

18.2 Long-Term Disability Insurance Program. Subject to Article 18.5, the College shall continue to provide and pay for the current (or comparable) long-term disability benefit for full-time employees and part-time employees.

18.3 Group Life Insurance

18.3.1 The College shall provide and pay for in full premiums for the term life and accidental death disability insurance in the amount of $20,000/$20,000 for full-time employees and part-time employees.

18.3.2 The College shall continue to offer the current or comparable level of group term life and accidental death disability insurance, at employee option and expense, by payroll deduction for full-time employees and part-time employees.

18.4 Under established College procedures, a group homeowners and automobile insurance program shall be available at employee option and expense and by payroll deduction.

18.5 The College contribution toward insurance premiums for full-time employees will not be paid for any pay period an employee is on approved leave in which the employee is compensated for less than 80 hours in a pay period (except as detailed in Article 18.5.1). The College contribution toward insurance premiums for part-time employees will not be paid for any pay period an employee is on an approved leave in which the employee is compensated for less than 32 hours in a pay period except as detailed in Article 18.5.1). Coverage will be continued if permitted by the insurance plan, subject to payment by the employee from current earnings or by personal check.

18.5.1 The College contribution toward health and dental insurance premiums for an employee who has completed at least one full year of uninterrupted employment and who is absent from work due to illness or injury and who does not have a) 80 paid hours in any calendar month for a full-time employee or b) 32 paid hours in any calendar month for a part-time employee will be paid by the College until employee returns to work or up to a maximum of three months in any 12 month period, subject to receipt of physician statement certifying employee's inability to work. The employee's medical and dental insurance coverage will be continued for the duration of the sick leave according to the requirements of the Federal Family and Medical Leave Act.

18.6 Beneficiaries of an employee who died while employed by the College will receive a cash payoff of unused accrued sick leave.

ARTICLE 19 - CAREER DEVELOPMENT

19.1 Career Development Program (See Article 15.3.4(b) for cross-training information.) Management and the Federation support Classified employees wishing to pursue career development within the College beyond their current position. The following career development program is intended to support this goal.

19.1.1 Employees interested in career development are encouraged to explore career interests by discussing these interests with persons familiar with the career, either within the College or outside the college community. Once an employee has identified a career objective and the training needed to reach this goal, the employee should develop a Career Development Training Plan. The Training Plan should be filed with the PSEC Office with a copy going to the employee's supervisor.

19.1.2 The Training Plan should specify the career objective, the training that would be needed to qualify for jobs within their career objective, and efforts they plan to make to prepare themselves for this kind of work. The Plan will also identify

positions at the College (filled or unfilled) that are consistent with the employee's career objectives. Employees can receive assistance in developing a Training Plan from the Federation or from the-PSEC Department. Training Plans should be updated periodically.

19.1.3 Supervisors are encouraged to provide release time and/or a flexible schedule to allow employees to attend training consistent with the Career Development Plan. Employees will be eligible to apply for staff development funds for training consistent with their Career Development Plan.

19.1.4 Employees who have a Training Plan on file in the PSEC Office can be considered for a temporary transfer of up to twelve months into a vacant position that meets the needs and interests of their career development goals. Temporary positions may also be created to foster access to career development opportunities. Employees can request consideration for such a transfer or position creation. PSEC may contact the employee that such an opening exists or a supervisor who has an opening may review the Training Plans on file and contact the employee to see if they are interested in exploring the opportunity.

19.1.5 Career development transfers can be for up to twelve months. The transfer must be mutually agreed to by the employee's current supervisor and the prospective supervisor. The hiring supervisor must discuss with the employee whether the job meets the criteria described in the Training Plan and the interests and skills of the employee. The supervisor must notify the employee in writing of their decision to place the employee in the new position. If the position is advertised on a permanent basis, the employee must apply for the position. Their experience working in the career development position will be a factor in the selection process.

While in a career development training job, the employee will receive their regular pay. The supervisor of the career development position will give the employee an informal written assessment of their work, including constructive feedback (if appropriate). The employee can return to their former position when the career development opportunity has been completed.

19.2 Tuition Waiver

19.2.1 Tuition shall be waived for a full-time employee, spouse, domestic partner or eligible children who attend credit classes at Portland Community College as follows:

(a) Employee: Two credit classes or up to eight credit hours per quarter whichever is greater. However, if the employee's written professional development plan requires more than eight hours of classes in any quarter, the tuition for the additional hours will be waived. A professional development plan means any course of instruction required in writing by an employee's supervisor as part of the employee's development in their current position.

Also, an employee with five years of service with the College may receive up to 19 credit hours per quarter for a maximum of two years or six quarters while on approved leave of absence without pay. Such leave will be an exception to Article 17.5.3.

(b) Spouse or domestic partner and dependent children: Up to 19 credit hours per term each up to a lifetime maximum of the credits required to obtain a two-year degree in a College program.

(c) The dependent children are those who are under the age of 24 and as defined by the Federal Internal Revenue Service; or, a dependent child who is incapable of self-support because permanently mentally or physically incapacitated and became so before age 24.

(d) Classes may be taken with or without credit.

19.2.2 Tuition shall be waived for the part-time employee who attends classes at Portland Community College for two classes or up to six credit hours per quarter in which the employee is working whichever is greater. If the employee's written professional development plan requires more than six hours of classes in any quarter, the tuition for those additional hours shall be waived. Tuition shall also be waived for partners and dependents of part-time employees, up to six credit hours per term each up to a lifetime maximum of the credits required to obtain a two-year degree in a College program. The dependent children are those who are under the age of 24 and as defined by the Federal Internal Revenue Service.

19.2.3 Registration shall be in accordance with the College's registration schedule and procedure. Employees shall register during non-working hours.

19.2.4 Attendance in a class by a Classified employee shall not interfere with the employee's regular duties and responsibilities.

19.2.5 At management’s discretion, a class may or may not be conducted which would not have been met without the enrollment of such tuition waiver students. Tuition waiver students shall not displace tuition-paying students.

19.2.6 The tuition waiver may be used by an employee, spouse, domestic partner or dependent for CED/CEU courses. The dollar value per term for CED/CEU classes shall not exceed the dollar value of tuition (as approved by the Board) for 8 hours of credit classes.

19.3 The College will provide release time to attend and will pay for all expenses for employer-required training.

19.4 Instructional Assignments for Classified Employees

19.4.1 Classified employees may receive assignments to teach a class (lower division transfer, professional/technical, CEU, CED, or non-credit) under the following circumstances:

(a) They are part-time employees, the teaching assignment does not conflict with their work schedule, and their number of work hours per week as a Classified employee plus their number of contact hours per week as an instructor do not total more than 40 or 8 hours in a day; or

(b) The supervisor(s) agree to pay the employee at the overtime rate; or

(c) The supervisor of the employee's Classified position agrees to "release" the employee for the number of student contact hours he or she will be teaching up to a maximum of two courses per term (or up to 360 hours per year in an intensive modular program) unless release time in excess of the maximum is authorized in advance by the Executive Officer of the employee's Classified position. This "release" time will be unpaid, but will not lower the employee's benefits (e.g., medical insurance payment, vacation time accrual, etc.).

19.4.2 The regular rate of pay for Classified employees performing instructional assignments will be determined by the Faculty Agreement or the College compensation policies, whichever applies. Any overtime rate will be calculated pursuant to the Fair Labor Standards Act.

ARTICLE 20 - RESIGNATION AND RETIREMENT

20.1 Resignation

20.1.1 To resign in good standing, an employee will give at least 2 weeks prior written notice unless Management agrees to a shorter period of notice.

20.1.2 Written resignations shall be submitted to the employee's supervisor.

20.2 Classified employees who qualify will be retired according to state law and will participate in the various contributory retirement plans provided by the laws of the State of Oregon.

20.2.1 The College shall pay the 6% PERS contribution due from each Classified employee without deduction or withholding of such contribution from pay.

20.3 The College shall participate in, and Classified employees be compensated for accumulated unused sick leave in the form of increased retirement benefits in accordance with State Law.

20.4 Early Retirement

20.4.1 A full-time employee who has completed 10 consecutive years of full-time employment with the College and who is at least 55 and not more than 61 years of age or who has 30 years of creditable service in the state PERS, shall have the option of an early retirement program which will provide the full-time employee $270 per month for a maximum period of 4 years. Such payments will terminate at the end of the month in which the employee reaches the age of 62 or at the end

of 4 years, whichever comes first. A full-time employee choosing this option must give written notice to the full-time employee's supervisor at least 90 days prior to the full-time employee's retirement date if at all possible. The provisions of Article 20.4 shall apply only to employees hired before July 1, 1987, and will not apply to employees hired on or after that date. Employees who are otherwise eligible for this benefit and who are in a part-time position as a result of layoff at the time they opt for early retirement shall also be eligible for this benefit.

20.4.2 Effective July 1, 2015 for a two-year window through June 30, 2017, an employee who has completed 20 consecutive years of full-time employment with the College and who meets all other requirements of the Early Retirement provision of Article 20.4.1 above, regardless of date of hire, shall be eligible for this benefit.

20.4.3 Effective July 1, 2015, an employee eligible for the Early Retirement provisions of Article 20.4.1 or 20.4.2 above, who elects to retire prior to June 30, 2017, will be eligible to receive as a lump sum, an amount equal to an additional $130 for each month in which they will receive the $270 per month payment.

20.5 Employees who retire under the provisions of this Article shall be able to participate in College group health and dental plans, subject to approval by the insurance carriers and provided that the employee pays the premiums.

ARTICLE 21 - DISCIPLINE AND DISMISSAL

PREAMBLE: The Federation and Management agree that it is important to the establishment and maintenance of good working relationships that potential disciplinary problems first be addressed through informal discussions between the employee and her/his immediate supervisor.

Problems of job performance and misconduct/inappropriate conduct will be addressed through the procedures in this Article.

21.1 Discipline and Dismissal of Employees on Initial Probation

21.1.1 The probationary employee may be disciplined or dismissed at any time during the initial probationary period for any reason and without recourse to the grievance procedure in this Agreement.

21.1.2 The employee shall be notified in writing of the College's intent to dismiss, the projected effective date and the reasons therefore.

21.1.3 The employee shall be provided an opportunity to appeal the dismissal with the campus Executive Officer within 5 days of the written notice of intent. The decision of the campus Executive Officer shall be final and binding.

21.1.4 The employee shall not earn any benefits, leave or pay during any period of suspension without pay or during the appeal period unless the decision to suspend and/or dismiss is revoked.

21.2 General Provisions: Discipline and Discharge for Employees Not on Initial Probation.

21.2.1 Disciplinary Actions. Disciplinary actions include written warning, disciplinary probation, suspension without pay and dismissal.

21.2.2 Management will make use of progressive discipline unless otherwise warranted by the situation. Discipline will progress from one level to the next for any misconduct, inappropriate conduct or job performance problems.

21.2.3 Disciplinary Meetings. Management will notify the employee when a meeting is for the purpose of investigating and/or administering discipline or giving notice of dismissal. The employee may have a Federation representative present for the purpose of observation and advice at the option and request of the employee.

21.2.4 Management will conduct such disciplinary meetings in private. However, exceptional circumstances may require on the spot corrections.

21.2.5 Administrative paid leave shall be granted if Management decides such is needed in order to conduct an investigation of an employee's actions. This leave will normally not exceed 5 days unless otherwise warranted. Such leave shall not be grieved. Administrative paid leave shall be granted if Management decides such is

21.3 Disciplinary and Dismissal Procedures for Employees Who Are Not on Initial Probation

21.3.1 Written Warning

(a) The written warning shall be clearly labeled as such. It shall contain the reason(s) for the reprimand, the corrective action to be taken, and the time period within which that improvement shall occur. The employee shall sign the written warning (or the certified mail receipt) to acknowledge receipt. A copy of the warning shall be delivered to the PSEC Department and the Federation. The employee may request that identifying information be deleted from the Federation's copy.

(b) In addition to the right of written response to the written warning specified in Article 8.2, the employee may file a grievance as specified in Article 24.2 beginning with Step 1 which will be settled at or below Step 5 of the grievance procedure.

(c) If no other disciplinary action is issued within a minimum of 12 months of the date on the written warning, the warning shall be removed from the official employee file at the end of that period upon the request of the employee.

21.3.2 Disciplinary Probation. Disciplinary probation may be imposed immediately when warranted by the situation or after the first written warning. An employee shall not be dismissed without a minimum of one written warning and after being placed on disciplinary probation unless warranted by the situation.

(a) The written notice of disciplinary probation shall contain the reasons for the probation, an improvement plan, and the beginning and ending dates. This notice shall be given at the beginning of the probationary period. The

notice shall be clearly labeled as disciplinary probation. The employee shall sign the disciplinary probation notice to acknowledge receipt. A copy of the notice shall be delivered to the PSEC and the Federation. The employee may request that identifying information be deleted from the Federation's copy.

(b) The disciplinary probation period may be for a period of up to 3 months, which may be extended for any time the employee is on a paid or unpaid leave of absence. The disciplinary probation period may be extended up through one year if the improvement plan includes a treatment program developed through the PSEC Department.

(c) An employee on disciplinary probation shall have their pay raise delayed in accordance with 15.5.3.

(d) If the employee fails to achieve satisfactory performance during the specified disciplinary probation period, the employee shall be dismissed in accordance with Article 21.3.4.

(e) In addition to the right of written response specified in Article 8.2, the employee may file a grievance as specified in Article 24.2 beginning with Step 1.

(f) The notice of disciplinary probation will be removed from the official employee file upon request of the employee if no other discipline is issued within 24 months.

21.3.3 Suspension Without Pay. Suspension may occur immediately when warranted by the situation or after disciplinary probation and shall be without pay.

(a) A suspension shall be effected by written notice to the employee and the Federation specifying the reason for it, the corrective action to be taken by the employee and the beginning and ending dates.

(b) Suspension shall not exceed 30 days.

(c) In addition to the right of written response specified in Article 8.2, the employee may file a grievance as specified in Article 24.2 beginning with Step 1.

(d) The notice of suspension will be removed from the official employee file upon request of the employee, if no other discipline is issued within 24 months of the date on the notice of suspension.

21.3.4 Dismissal. Dismissal may occur immediately when warranted by the situation or after disciplinary probation or after suspension.

(a) Before dismissing the employee, Management shall notify the employee and the Federation of the intent to dismiss, the reason therefore, and the projected effective date. Such notice shall be signed by the employee to

acknowledge receipt or shall be sent by certified mail to the employee's last known home address.

(b) The effective date of dismissal shall not be less than 5 days from the date on the notice of intent to dismiss.

(c) The employee shall be placed on suspension without pay from the date on the notice of intent to dismiss until the effective date of the dismissal or the completion of the grievance process if the employee elects to grieve the dismissal.

(d) The final paycheck shall include payment for any accrued unused vacation days and unused compensatory time.

(e) In addition to the right of written response specified in Article 8.2, the employee may file a grievance as specified in Article 24.2 beginning with Step 1.

21.4 Just Cause (Employees Not on Initial Probation). Management shall not discipline an employee without just cause. Just cause will include but shall not be limited to:

21.4.1 Failure to satisfactorily perform job duties.

21.4.2 Insubordination, which is defined as willful failure to follow a legitimate order.

21.4.3 Consumption of intoxicants or use, possession, or sale of legally prohibited or non-prescribed drugs on College property or attendance at work under the influence of intoxicants or legally prohibited or non-prescribed drugs.

21.4.4 Absence from work without authorization or appropriate excuse; habitual tardiness, repeated absence from the workstation without authorization.

21.4.5 Excessive absenteeism: Repeated absences from work which are not included in an approved formal leave of absence and those which are not covered by Federal or State leave laws.

21.4.6 Willful falsification or alteration of a College record which has or may have a material effect on the proper administration of the College.

21.4.7 Conviction of a felony or other crimes, the nature of which is such that continued employment may be disruptive of College operations.

21.4.8 Presenting a clear danger to the safety of other employees, the public, or College property, including violations under Article 9.5.

21.4.9 Unlawful harassment as defined by Federal and/or State law.

21.4.10 Any other action detrimental to the College on College property or while engaged in College work.

ARTICLE 22 - LAYOFF AND RECALL

22.1 Application of Article

22.1.1 Layoff occurs when Management decides to eliminate the position or reduce the hours of one or more of the following types of bargaining unit employees for reasons unrelated to discipline: Permanent employees in positions funded by the General Fund; permanent employees in positions in central service departments that operate under their own fund (e.g., food services, print center, etc.); and employees in positions funded by contracts or grants (i.e., 4-fund) who have 3 years or more of bargaining unit seniority.

22.1.2 The elimination of temporary positions is governed by Article 12.5.

22.1.3 The elimination of a position funded by contracts and/or grants which is held by an employee with less than 3 years of seniority will be governed by Article 12.6.

22.1.4 Employees on initial probation whose positions have been eliminated due to a restructuring/reduction will be separated from employment with the College with 15 calendar days' notice.

22.2 Layoff Decision

22.2.1 The layoff process is initiated when Management reaches a tentative decision to reduce staff or restructure the workforce. Such a tentative decision may impact only one department, or it may be district-wide. Employees identified for layoff must be in accordance with Article 22.3.1.

Once such a tentative decision is reached, a discussion will begin between representative(s) of the PSEC Department, other appropriate Management staff, and Federation representatives (potentially including the affected employees) to explore alternatives to layoff. These discussions will begin at least 90 calendar days before the potential layoff date. The reasons why any rejected alternatives will not be implemented will be provided to the Federation in writing

22.2.2 Those employees that would be subject to this layoff will be given written notice of the layoff at least 90 calendar days prior to the effective date of the layoff. The Federation will also receive a copy of this notice.

22.3 Employees Identified For Layoff

22.3.1 For restructuring or reductions, the least senior employee(s) (regardless of FTE) within the department, grant, or contract, in the job classification of the position(s) to be eliminated will be the employee(s) who receive(s) the layoff notice(s) pursuant to Article 22.2, provided the least senior employee(s) do(es) not have a unique qualification required for any remaining position. Unique qualifications will be those as indicated on the official College job announcements.

22.3.2 An employee who has not been identified for layoff may voluntarily request to be substituted for another employee who has been identified for layoff, subject to

management approval. An employee approved for voluntary layoff shall waive all layoff placement and recall rights.

22.4 Placement of Employees Identified for Layoff

22.4.1 Within 30 calendar days of written notice of the layoff, the employee will provide the following information to the PSEC Department to identify placement options that he/she would be willing to accept:

(a) The range of FTE levels; and

(b) Any classification(s) other than their own job classification, at the same or lower grade level, and documentation describing how his/her experience and qualifications meet the requirements of any such classification(s).

The employee's right to, and obligation to accept, a placement offer is limited to positions in the employee's own job classification, or to classifications which they have specified in 22.4.1(b), at the FTE levels which they have specified in 22.4.1(a). If no such positions are available, the employee will be placed on the recall list.

22.4.2 Placement of employees will begin within 60 calendar days prior to the effective date of layoff unless an alternate date is agreed to by PSEC and the Federation. Placement will be to positions within the district, for which the employee is qualified, as described below.

(a) The employee will be placed in any open position in the following order:

(i) Any position in the employee's job classification.

(ii) Any position at the same grade level as the employee.

(iii) Any open position at a lower grade level than the employee

(b) If an open position is not available within 60 calendar days prior to the effective date of the layoff, a General Fund employee will be placed in any position in the following order:

(i) Any position in the employee's job classification held by an employee on initial probation.

(ii) Any position at the same grade level as the employee held by an employee on initial probation.

(iii) Any position at a lower grade level than the employee which is held by an employee on initial probation.

22.4.3 If more than one position exists, the employee will be placed in the position which is identified first in the order of placement options listed above.

22.4.4 If more than one position exists in any of the above categories, Management will decide which position within that category the employee will fill.

22.4.5 If more than one employee is identified for layoff under Article 22.3, the employee with the most seniority will be placed first

22.4.6 An employee will have seven calendar days in which to accept or decline a placement offer. An employee who declines a placement offer to a vacant position waives any right they have to be placed in the position and waives any right he/she has to bump an employee on initial probation.

22.4.7 If no position is available (or becomes available before the employee's layoff date) to place an employee they will be placed on the recall list. Full-time employees who are placed in vacant positions at a lower FTE will also be placed on the recall list for purposes of moving to a full-time position unless they request a lower FTE.

22.4.8 If an employee accepts a placement offer, Management may delay transferring the employee to the position to be filled until the date of the employee's layoff or until a position becomes available.

22.4.9 If a job placement will result in a salary decrease, in accordance with Article 22.7, the employee may decline the placement and opt to be placed on recall status.

22.5.0 Employees identified for layoff may apply for an advertised vacancy at a higher grade level in accordance with Article 11.

22.5 Performance in a New Position

22.5.1 Employees placed in a new job as the result of a layoff, recall, or relocation shall serve a special assessment period of six months that can be successfully fulfilled in less than six months. No assessment period is required if it is a job that the employee has held within the past three years and successfully completed probation.

22.5.2 An employee placed in a new job as a result of this Article who is not successfully completing the assessment period shall receive a plan of improvement not later than the mid-point of the assessment period. An employee who is not meeting the goals of a plan of improvement may be removed from the new job before serving six months in the new job.

22.5.3 If the employee does not successfully complete the assessment period, the employee will receive a notice that they will no longer continue in their current assignment. That notice shall be given to the employee at least two weeks before the date the employee's assignment will end. The employee will then be treated as an employee identified for layoff for placement under Article 22.4, but will not be eligible to fill the position opened due to the termination of his/her current assignment.

22.6 Recall

22.6.1 Management shall maintain a list of employees on recall status, provide such a list to the Federation, and the range they have requested. Employees being recalled to vacant positions will be notified by certified mail. The Federation will be notified by College mail. It shall be the employee's obligation to keep Management informed of the employee's current mailing address.

22.6.2 Employees will be recalled to vacant positions in accordance with the process for placing employees identified for layoff defined in Article 22.4. The laid off employee remains on the recall list for a total of 24 months from the effective date of the initial layoff.

22.6.3 Management's obligation under Article 22.6.2 shall cease if the employee refuses to accept an offer to return to work in a job as described in Article 22.62, if the employee fails to keep Management informed of the employee's current mailing address or if the employee fails to return to work by the date specified by Management. Upon such refusal or failure to return to work, the employee shall be considered to have resigned.

22.6.4 Employees on recall shall have the option to continue the health, dental, and vision care insurance program at their own expense for the period of time and under the conditions allowed by the insurance carrier and applicable state and federal law.

22.6.5 Employees on recall shall retain current seniority credits but shall not accrue additional credits.

22.7 Salary Upon Placement at a Lower Grade Level

22.7.1 Employees who have been placed in a position at a different grade level as a result of Article 22.4 will receive a salary in accordance with Article 15.3.3 and the other provisions of this Agreement.

ARTICLE 23 – SENIORITY

23.1 Seniority shall accrue monthly.

23.2 Bargaining unit employees shall earn seniority from the first day of inclusion in the bargaining unit. However, probationary employees' seniority shall not be vested until they complete the probationary period and temporary employees shall not have seniority vested until/unless they are placed in a non-temporary bargaining unit job.

23.3 A full-time employee shall receive one unit of seniority for each month fully compensated. Employees who are compensated on less than a full-time basis shall earn seniority units based on a pro-ration of part to full-time hours paid, not to include compensation for overtime hours.

23.4 Employees shall not accrue seniority units while on unpaid leave or while on layoff status.

23.5 Full-time employees who were employed at the time of ratification of the 1987-90 Agreement shall have their seniority computed for previous work in accordance with the terms of this Article. Employees who were special schedule employees as of June 30, 1990, when this category of employment was discontinued, shall have their prior seniority computed on their previous work schedules. For the purposes of this Article, seniority shall include continuous service with Portland Public School District #1 prior to July 1, 1969, and subsequent continuous employment with Portland Community College.

23.6 An employee shall lose all seniority credit in the event of dismissal from their job or failure to return from an authorized leave of absence within the specified time or if not recalled from layoff within 24 months. However, if an employee resigns from the College and is re-hired within 6 months to a Classified bargaining unit position, previously earned seniority credits will be restored. If an employee is re-hired within 7 to 12 months to a Classified bargaining unit position, previously earned seniority credits will be reduced by one credit for each month gone.

23.7 When a Classified employee accepts a job in another employee category at the College, the employee's seniority units shall be "frozen". Upon return to a Classified bargaining unit job, the seniority units shall be restored.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 Definitions and General Provisions

24.1.1 "Grievance" A grievance is an allegation that a specific and identifiable section of this Agreement has been violated.

(a) Allegations or complaints of unlawful discrimination as listed in Article 3.1 of this Agreement will be processed under this grievance procedure as permitted under Article 3.2.

(b) Grievances for disciplinary action, see Article 21.

24.1.2 "Grievant" Any Classified employee, group of Classified employees, or the Federation who alleges a violation of the terms and conditions of this Agreement and thereupon initiates grievance procedures.

24.1.3 "Parties Directly Involved" The Grievant, any Management official who rendered a decision on the grievance, the Federation Representative, and the Director of Employee and Labor Relations, who is the Management Contract Administration Officer.

24.1.4 "Days" as used herein shall mean Monday through Friday, excluding College holidays and scheduled breaks between academic terms during the 12-month academic year.

24.1.5 "The Federation Representative" shall be the Classified employee or individual authorized by the Federation to represent the interests of the Grievant and the Federation. The Grievant and the authorized Federation Representative shall be permitted to attend meetings with Management for the purposes of adjusting

grievances under this Article without loss of pay when such meetings occur during the employee's regular working hours.

24.1.6 "The Written Statement of Grievance" shall include the Article(s) of the contract to have been violated, the factual details of the violation, the requested remedy(s) and shall be submitted by the grievant or Federation Representative.

24.1.7 "Copies of the Grievance Statement" shall be provided to the Federation Representative and the Director of Labor Relations as a part of the grievance filing process. This statement shall be the basis for the formal consideration at each step in the formal grievance procedure and shall not be materially altered when presented at subsequent steps in the formal process unless new facts or evidence appear.

24.1.8 "Timelines" may be extended by the mutual agreement of PSEC and the Federation Representative or Grievant. The agreement must be in writing and include the dates to which the timelines have been extended.

If either party fails to comply with the timelines established in this Article, the grievance shall proceed to the next step, except, if the Federation defaults on the timelines to initiate the grievance at Step 1 (Articles 24.2.1 or 24.3.1), or for arbitration (Article 24.4.1), the grievance shall be settled. Notwithstanding the step requirements, if the Federation takes no action to submit a written grievance to the next step, after 30 days beyond the timeline the grievance will be deemed abandoned.

24.1.9 No official grievance document nor any document related to a grievance filed by or about any employee shall be placed in the official employee file nor shall such document(s) be used in any recommendation for job placement or in the employee's annual assessment.

24.2 Grievance Procedure

Preamble: The Federation and Management agree that every attempt should be made to resolve differences informally. By mutual agreement, a grievance may be filed at or advanced to a higher step. The agreement must be in writing and signed by the Director of Labor Relations or designee and the Federation Representative. As an exception to this, a grievance by a group of employees shall be submitted at the lowest grievance step for which the supervisor or executive is in the chain of supervision for all employees in the group.

Employees are encouraged to meet informally with the supervisor to discuss the potential grievance in an attempt to resolve the situation.

24.2.1 Step 1: Written Grievance to the Supervisor. The formal written statement of grievance (which meets the requirements of Article 24.16) shall be submitted to the Grievant's supervisor within 22 days after the event which is the subject of the grievance or knowledge thereof. A copy shall be provided to the Federation and to the Director of Labor Relations. Within 10 days after receiving the

statement of grievance, a meeting between the supervisor and the Grievant shall occur. The supervisor shall answer in writing within 5 days after such meeting, providing copies to all parties directly involved (Article 24.1.3). The answer shall include a definitive decision and the rationale for the decision.

24.2.2 Step 2: Written Grievance to the Next Supervisory Level. If the Grievant is not satisfied with the action taken by the supervisor, the Grievant may submit the grievance to the next level of supervision within 10 days after the Step 1 decision is issued. Within 10 days after receiving the statement of grievance, the administrator shall meet with the Grievant. The written decision of the administrator shall be sent to all parties directly involved (see Article 24.1.3) within 5 days after the meeting with the Grievant.

24.2.3 Step 3: Written Grievance to the Executive Officer Level. If the Grievant is not satisfied with the action taken by the administrator, the Grievant may submit the grievance to the Executive Officer within 10 days after the Step 2 decision is issued. Within 10 days after receiving the statement of grievance, the Executive Officer shall meet with the Grievant.

The written decision of the Executive Officer shall be sent to all parties directly involved (see Article 24.1.3) within 5 days after the meeting with the Grievant.

24.2.4 Step 4: Written Grievance to the College President (or designee). If the Grievant is not satisfied with the action taken by the Executive Officer, the Grievant may submit the grievance to the College President within 10 days after the Step 3 decision is issued. The College President shall review the grievance statement, materials submitted during the grievance process, and responses at each step. The written decision of the College President shall be sent to all parties directly involved (see Article 24.1.3) within 10 business days after receipt of the Step 4 grievance.

24.3 Grievance Procedure for a Group of Classified Employees with Different Executives

24.3.1 Step 1: Written Grievance to the AVP of PSEC. The written grievance shall be submitted to the AVP PSEC and to the Federation (if the Federation is not the Grievant) within 22 days after the event which is the subject of the grievance or knowledge thereof. The grievance statement shall meet the requirements of Article 24.1.6.

(a) A meeting with the AVP-HR and the Grievant shall take place within 10 days after receipt of the written grievance.

(b) The AVP PSEC shall issue a written response within 15 days after the meeting with copies to all parties directly involved (see Article 24.1.3).

24.3.2 Step 2: Written Grievance to College President (or designee). If the Grievant is not satisfied with the decision of the AVP PSEC, the Grievant may submit the grievance to the College President within 10 business days after the Step 1 decision is issued. The College President shall review the grievance statement,

materials submitted during the grievance process, and the responses at each step. The written decision of the College President shall be sent to all parties directly involved (see Article 24.1.3) within 10 business days after receipt of the Step 2 grievance.

24.4 Arbitration

24.4.1 If the Federation is not satisfied with the decision of the College President, the Federation may submit the grievance to binding arbitration. If the Federation chooses to submit the grievance to binding arbitration, it shall notify the Director of Labor Relations (Director) in writing of its intent within 15 days after the decision of the College President is issued. Within 5 days after such notice, the Federation shall petition the State Employment Relations Board (ERB) for a list of 7 arbitrators and will copy the Director on its petition.

24.4.2 The arbitrator shall be appointed by mutual consent of the parties and shall arbitrate utilizing the rules of the American Arbitration Association. The parties shall select a single arbitrator from the list provided by the ERB by alternately striking names. The parties will schedule the arbitration hearing as soon as possible. Seven days' notice of the time and place of the hearing will be given to all parties.

24.4.3 The arbitrator will decide only the issue or issues presented by the original grievance unless otherwise agreed to by the parties. The decision of the arbitrator shall be consistent with the terms of this Agreement and shall be final and binding upon both parties and upon the Grievant to the extent that it is within the arbitrator's authority. The arbitrator shall not be empowered to rule contrary to, to amend, to add, or to eliminate any of the provisions of this Agreement. Within 25 days after completion of the hearing, the arbitrator shall render a decision.

(a) In cases involving suspension or termination, the arbitrator may award back pay to accompany an order of reinstatement. However, the arbitrator shall not order reinstatement in the case of an alleged procedural violation of the contract when just cause is proven.

24.4.4 Expenses for the services of the arbitrator shall be borne equally by the parties hereto. It is further agreed that the above grievance/arbitration procedure shall be final and is the sole method of settling disputes, differences, or controversies arising between the parties hereto or between a Classified employee and the Board unless specifically stipulated otherwise elsewhere in the Agreement and is further agreed that the employees covered hereunder shall be bound by any decision, determinations, agreements or settlements which may be effectuated pursuant to invoking the grievance/arbitration procedure.

ARTICLE 25 - NO STRIKE

25.1 Neither the Board, the Federation nor any Classified employee shall cause or engage in any strike, slowdown or avoidance, or interruption of work during the term of this

Agreement. The Board shall not engage in any lockout of employees during the term of this Agreement.

25.2 There shall be no strike, interruption of work, or picketing on College property by Classified employees or the Federation during the term of this Agreement because of any dispute or disagreement between any other persons (or members of other employee associations or unions or labor groups) who are not parties to this Agreement; provided, however, that in the event of a strike by Faculty members of the College, no employee who is covered by this Agreement will be required to perform work which was previously performed by Faculty members and not by such employee.

ARTICLE 26 – MISCELLANEOUS

26.1 Funding

26.1.1 The parties recognize that revenue needed to fund the salaries and other financial benefits provided by this Agreement must be approved by established budget procedure and, in certain circumstances, by vote of the citizens of the Portland Community College District.

26.1.2 All such payments are therefore contingent upon sources of revenue and, where applicable, voter approval. The Board agrees to include in its budget amounts sufficient to fund the compensation provided by this Agreement, unless sufficient revenues are not made available to the College.

26.1.3 Nothing in this provision nor in this Agreement, shall be construed so as to be a guarantee of employment at any level.

26.2 Savings Clause

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and upon request of either the Board or the Federation, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

26.3 Entire Agreement

26.3.1 This Agreement constitutes the full and complete Agreement between the parties and may be altered, changed, added to, deleted from or modified only by mutual consent of the parties in a written signed amendment.

26.3.2 This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the College which are contrary to or inconsistent with its terms.

26.3.3 No new policies, rules, regulations or procedures or practices of the College shall be created which would conflict with the provisions of this Agreement.

26.3.4 The parties agree that negotiations will not be reopened on any item during the life of the Agreement except under the provisions of the savings clause, Article 26.35 or by mutual consent.

26.3.5 The parties agree that salary schedules and the College's contribution to health care premiums for the period of May 21, 2024 through September 30, 2025 shall be re-opened for mid-term negotiations.

26.3.6 The parties agree to decide not later than Fall term 2026 when to begin to negotiate a successor Agreement.

26.4 Americans With Disabilities Act

It is understood by the parties that the provisions of this Agreement could conflict with the regulations pertaining to the Americans with Disabilities Act. When this occurs, Management will confer with the Federation through the Contract Administration process and determine when a provision of the Agreement needs to be waived in order to allow for the accommodation of a disabled person.

Article 27 TERM OF AGREEMENT

Memorandum of Understanding

Article 11: Elimination of Positions Included In a “Project Under Separate Contract”

Current bargaining unit employees in a placement per Article 11.3 as of the date of ratification of this Agreement will not be subject to the revisions of Section 11.3.1 or 11.3.2, eliminating the exception for “projects under separate funding” from temporary job assignment under this Agreement. This MOU supersedes the 2012 Memorandum related to bargaining unit members hired into bond positions.

Classified bargaining unit members who are currently in a temporary job assignment included in a “project under separate contract” will retain their right to maintain their temporary job assignment for longer than two years. This includes the following employees:

Classified Bargaining Unit Member	Current Job Title	Position Number
Bjornstrom, Janaya	Buyer	B00033
Brosy, Jack	Buyer	B00015
Durfey, Sherry	Spec/P&CC Project	B00046
Lognion, Juanita	Buyer	B00032
Maas-Anderson, Cherie	Buyer	B00031
Maczko, Bob	Database Coordinator	B00028

Any classified bargaining unit member, other than those mentioned-above, hired into positions funded by bond funds will be treated as employees funded by contracts or grants for the purposes of Article 22 – Layoff and Recall should the funding or position no longer be available.

This memorandum will terminate automatically when the last employee mentioned above leaves their position included in a “project under separate contract.”

Memorandum of Agreement

Criminal Background Checks

Upon ratification of the 2011 Classified Agreement, the College shall conduct criminal background checks on current employees who apply for or are reclassified into positions where the College has previously conducted criminal background checks on new hires.

The areas where these criminal background checks have generally been conducted are those with positions that involve working with minors or other vulnerable populations, handling cash and/or credit transactions, that are issued master keys and/or have access to restricted areas, and positions that have access to data or equipment that could be manipulated for purposes of identity theft or theft of College property, or where required by a grantor or funder, or by law. The specific areas where these criminal background checks have previously been conducted on hires include, but are not limited to, staff in the College’s child care centers, the Financial Aid Department, Enrollment Services, Workforce Development, the Public Safety Department, Facilities Management Services, Financial Services and Auxiliary Services.

MEMORANDUM OF UNDERSTANDING

Joint Committee on Insured Benefits

1. The Joint Committee on Insured Benefits will be composed of three representatives of the Federation of Classified Employees, three representatives of the Faculty Federation, two Management/Confidential representatives and two PSEC staff. All members of the committee shall have equal voting rights.

2. A majority vote of the committee will be required to recommend any significant change in coverage or plan design. Any committee recommendation must be approved by the Federation Executive Councils and the PCC Board of Directors before it is implemented.

3. The Joint Committee on Insured Benefits, may not, without the approval specified in number 2 above, add to the number of medical or dental plans offered to PCC employees (i.e., create a fifth plan alternative for employees); or, improve the benefits of any plan in a manner that increases the cost to the College for "employee only" coverage.

4. The Joint Committee on Insured Benefits will convene at least annually to review whether significant changes in plans are warranted. Decisions to change coverage must be made by June 1st of each year to take effect at the beginning of the next plan year.

5. The Joint Committee on Insured Benefits will have no authority to alter or change the dollar amount of the College's maximum monthly contribution for its employees as established in the applicable collective bargaining Agreements.

6. The Joint Committee on Insured Benefits will be responsible for working in the best interests of PCC and all its employees, communicating with constituents about the issues the committee is discussing, and supporting any committee decision by educating their constituents about it

Signed October 10-11, 2002. Language taken directly from Classified Agreement, 7/1/2002 to June 20, 2005. Human Resources updated to PSEC 5/2/2024.

MEMORANDUM OF UNDERSTANDING

Classification Review

This Memorandum of Understanding is entered into by the College and the Federation.

In continuation of its review of the job classification system for Classified employees, and to aid in implementation of the previously agreed upon approaches to job evaluation, the College and the Federation agree to the following concepts:

1. A classification review system will be maintained which allows employees to submit requests for classification reviews at any time based on a belief that the employee's job duties have changed.

2. The role of the Classification Appeals Committee (CAC) will be limited to decisions that: a) the job is appropriately classified; b) that the job is more appropriately allocated to a different, but existing, job classification; or, c) that no existing job classification is appropriate and that the job

should be re-evaluated by PSEC. The CAC will not have authority to determine grade level placement other than through a) through c) above.

3. Changes in the grade level placement of existing Classified job classifications will only occur as a result of selective salary adjustments through contract negotiations for a successor agreement, a contract re-opener for the purpose of negotiating selective salary adjustments, or following appropriate notice to the PCCFCE of a recommendation by PSEC to implement such a change. In the event PSEC recommends a change to the grade level of an existing classification, or recommends a grade level for a new classification, PSEC will notify PCCFCE in writing and the Federation may file a demand to bargain over the proposed level in accordance with ORS 243.698.

4. For the purpose of gathering market data, the College will rely on published surveys and/or gather data directly from comparator organizations within the appropriate labor market. Market comparisons will be made to benchmark classifications and other jobs for which market data is available. Classifications for which market data is not readily available will be aligned to grade levels based on Whole Job Analysis (WJA) within the market framework established by the benchmarks and other jobs for which such market data is available.

5. As part of contract negotiations, PSEC will review the classification and grade level of classifications identified by the Federation to determine their position relative to the market and benchmark jobs. PSEC will recommend a grade level for each of the classifications and notify PCCFCE of the recommendation in writing. Grade level changes as a result of bargaining will be implemented according to the terms agreed upon by the parties in reaching a settlement.

MEMORANDUM OF UNDERSTANDING
Enhanced Early Retirement

If the College decides to offer an enhanced early retirement incentive window to Management/ Confidential, Faculty or Academic Professionals during the life of this Agreement, the College will also offer an enhanced early retirement incentive window to Classified staff. The early retirement incentive may vary between employee groups and there is no guarantee that the College will offer an enhanced early retirement incentive. However, if an early retirement incentive window is offered, the enhanced benefit will be for an amount at least equal to a $500 stipend and the eligibility requirements will not differ across employee groups, so Classified employees hired after 1987 will also be eligible to receive the benefit if otherwise eligible.

Signed October 10-11, 2002. Language taken directly from Classified Agreement, 7/1/2002 to June 20, 2005.

THIS PAGE INTENTIONALLY LEFT BLANK