

COLLECTIVE BARGAINING

AGREEMENT

Between

TREASURE VALLEY COMMUNITY COLLEGE

And

**TREASURE VALLEY COMMUNITY COLLEGE SNAKE RIVER
EMPLOYEES ASSOCIATION,
AFSCME LOCAL 3763**

January 1, 2015 – June 30, 2018

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PREAMBLE

This agreement is entered into by the Board of Directors of the Treasure Valley Community College, hereinafter referred to as the "Board" or the "College", and the TVCC Snake River Employees Association, AFSCME Local 3763, and American Federation of State, County and Municipal Employees, Council 75, hereinafter referred to as the "Association".

The purpose of this Agreement is to set forth the full agreement between the parties on those matters pertaining to direct or indirect monetary benefits, hours, non-duty days, sick leave, grievance procedures and other conditions of employment as mandated by Oregon statute.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written and expresses all obligations of and restrictions imposed upon the College and the Association.

This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the College and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions. Thus, this agreement is to remain in effect until modifications by both parties have been agreed upon in writing.

ARTICLE 1

SCOPE OF AGREEMENT AND RECOGNITION

1.1 Bargaining Unit Description

This Agreement shall apply to all full-time instructional staff of Treasure Valley Community College contracted to teach exclusively at the Snake River Correctional Institution work site. Specifically excluded are all elected officials, substitutes, supervisory and confidential employees, and all part time employees working less than full time.

1.2 Recognition

The College recognizes the Association as the exclusive representative of the employees within the bargaining unit described above.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Rights of the College

The College, on its own behalf and on behalf of the electors of the College, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to the right to:

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

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

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Fair Share

All employees covered by the terms and conditions of this Agreement shall either become members of the Association or make payment in lieu-of-dues (Fair Share payment) to the Association, and the College shall notify all new employees of this requirement at the time of employment. Fair Share payments equivalent to the amount of dues and commensurate with the cost to the Association of collective bargaining and contract administration shall be deducted from the wages of non-member employees in accordance with ORS243.672 (1) (c) and any subsequent amendments thereto. The aggregate deduction of all Fair Share payments shall be remitted together with an itemized statement to the Association no later than the 15th of the month following the month for which the deductions were made.

Fair Share deductions shall be made in the first full month of the employee's service. An employee shall have Fair Share deducted from his/her check for each month or part month he/she works thereafter.

3.2 Religious Objection

Bargaining unit members who exercise their right of non-membership only when based on a bona fide religious tenet or teaching of a church of religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association, and such payment shall be remitted to that charity monthly or annually by the employee and written proof of this fact shall be given by the employee to the College and the Association. Failure to provide proof of payments in two or more consecutive months shall result in the Association notifying the employer to resume payroll withholding of Fair Share payments at the request of the Association, including all delinquent payments.

3.3 Dues Deductions

Upon receiving written authorization from the employee, the College will begin deducting Association dues or other Association deductions for the next pay period and will continue to make the regular deduction until such time as the employee notifies the College and the Association in writing that the authorization has been withdrawn. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Secretary-Treasurer of the Association, or designee, no later than the 15th of the month following the month for which the deductions were withheld.

3.4 Notification of Association Coverage

When a person is hired in any classification represented by the Association, the Association shall notify him/her that the Association is his/her recognized bargaining representative.

3.5 Hold Harmless

The Association agrees to indemnify, defend and hold the College harmless in its administration of Fair Share and check off provisions of this contract. The College shall render to the Association the defense of such claim and the Association shall accept the tender without any reservations of rights. The College shall cooperate with the Association and its designated counsel in the defense of the claim. The College agrees to institute proper adjustment for any deduction errors as soon as practicable.

ARTICLE 4

STRIKES AND LOCKOUTS

4.1 No Strike

Except as provided by Oregon statute, the Association and its members, as individuals or a group, will not initiate, cause, authorize, permit, participate or join in any strike. "Strike" is defined as per ORS 243.650(22). Any employee participating in any violation of this article, directly, may be disciplined up to and including dismissal by the College.

4.2 Return to Work

In the event of a strike or work stoppage in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification take all reasonable measures to secure an immediate and orderly return to work.

4.3 No Lockout

There will be no lockout of employees by the College as a consequence of any dispute arising during the period of the agreement.

ARTICLE 5
HOURS OF WORK

5.1 Workday

The normal workweek (on site) for instructional staff shall equal a 40-hour workweek. Instructors are expected to report to work at least 15 minutes before their scheduled class. Instructors are expected to be in their classrooms at least 10 minutes before the scheduled class time. Instructors receive a one half (½) hour duty-free lunch period. The instructional staff will submit their hours of work by July 1st of each year to the Director of Correctional Education or designee.

5.2 Work Year

The work year shall consist of two (4) full educational quarters, as agreed upon on the “Corrections Education Faculty Duty Calendar.” The College, in its sole discretion, may adjust work schedules, teaching hours, office hours and other activities as necessary.

The work year schedule for instructors shall be:

<u>2015 - 2018</u>		
203	work days of instruction	(Note: this includes the (3) personal days)
11	paid holidays	
16	days for in-service/professional development/training or duties assigned by the College	
230	calendar days total	

See Attachment A (14-15 Calendar) and Attachment B (15-16 Calendar) Attachment C (16-17 Calendar) Attachment D (17-18 Calendar)

5.3 Contact Time and Workload

During each teaching block instructional staff shall conduct twenty-seven (27) hours per week of classroom instruction/student contact time and thirteen (13) hours per week will be dedicated for preparation/office hours.

ARTICLE 6

HOLIDAYS

6.1 Designation

Paid holidays shall be recognized as per Corrections Education Calendar for and 2014-15 and 2015-2016 (See Attachment A, B, C and D).

Whenever a holiday falls on Sunday the succeeding Monday shall be observed as the holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. However, with the mutual agreement of the employee and the Education Director, flexible scheduling of the holiday may occur.

6.2 Holiday Pay

Eligible employees shall receive one day's pay for each of the holidays listed on the Education Calendar.

If an employee is on an authorized vacation or other leave with pay when a holiday occurs, the holiday shall be paid in lieu of the other leave.

6.3 Holiday Work

Employees that are required to work on any of the holidays listed on the Education Calendar shall receive compensation at the rate of 1 1/2 times their regular hourly rate for all hours worked during that day unless flexible scheduling has occurred pursuant to 6.1 above.

6.4 No Pyramiding

The College shall not be required to pay twice for the same hours.

ARTICLE 7
NON-DUTY DAYS

7.1 Non-Duty Day Accrual and Scheduling

Subject to Management discretion: The College retains and reserves unto itself all rights, authority and responsibility to determine the College school Corrections Education Calendar for the 2014-2016 school years.

7.2 Definition

The following contract with Corrections is defined as a 230-day yearly calendar. The calendar is broken into two (2) 10-week quarters, and two (2) 11-week quarters within the yearly calendar. The yearly calendar consists of: 219 workdays (instructional and non-instructional), and 11 paid holidays.

ARTICLE 8

SICK LEAVE

8.1 Accumulation

Sick leave shall be earned by each full-time employee at the rate of one work day (8 hours) for each full calendar month of active employment (i.e. not on long-term disability, retirement disability, unpaid leave of absence, etc.). For the purpose of this Article a full calendar month shall be any calendar month during which an employee works ten (10) working days or more. Sick leave is provided by the College to cover "sickness" and is not to be used as a supplement for non-duty days. Sick leave may be taken only for the purposes specified in Section 8.2. Sick leave accumulation shall be unlimited.

8.2 Utilization

Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of:

- a. Illness
- b. Injury
- c. Necessary medical or dental care
- d. Quarantine
- e. Death in their immediate families as defined in Board Policy. Employees may use up to three (3) days for this purpose. Two (2) additional days may be granted with the approval of the supervisor.
- f. Family illness in accordance with Federal and State statute.
- g. Request of the College if the employee continues to work while ill and endangers the health of other employees.
- h. Pregnancy resulting in physical inability to perform work duties.

8.3 Notification

In the event an employee qualifies for sick leave and is unable to perform his/her duties, he/she shall notify their respective supervisor of his/her expected absence and the nature and expected length thereof as soon as practicable and as per the TVCC-SRCI procedure.

8.4 Integration with Workers' Compensation

When an employee is injured while performing his/her job duties and qualifies for Workers' Compensation benefits, the employee may:

- a. Elect to receive only Workers' Compensation benefits and not use any of his/her accumulated sick leave; or
- b. Elect to receive Workers' Compensation benefits and use his/her accumulated sick leave to make up the difference between the amount of the Workers' Compensation benefits received and his/her normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted, at

which time the employee will be eligible to receive only Workers' Compensation benefits, if any remain available.

Example: If an employee normally earns \$70 per day, and he/she receives \$50 per day in benefits, he/she may elect to receive \$20 per day from accumulated sick leave until accumulated sick leave is depleted or Workers' Compensation benefits terminate.

8.5 Sick Leave without Pay

Upon application by the employee, sick leave without pay may be granted at the sole discretion of the College for the remaining period of disability after accrued sick leave has been exhausted. The College may require that the employee submit a certificate from a physician periodically during the period of such disability.

8.6 Absence from Service and Transfers

Sick leave shall not accrue during any period of leave of absence without pay.

8.7 Termination

Pursuant to ORS 237.153, upon separation from employment by an employee qualifying under the retirement program, all accumulated unused sick leave hours shall be reported by the College to the Oregon Public Employees Retirement System (PERS) for the purpose of computing an employee's retirement.

8.8 Abuse

Abuse of sick leave may subject the employee to discipline up to and including dismissal. Unless approved by the College, an employee shall not accept employment outside the service of the College while on sick leave, whether paid or unpaid.

8.9 Physician's Report

After a period of three (3) consecutive days of paid or unpaid sick leave, The College may require an employee to provide a physician's verification of an illness or injury. The College may require an employee to undergo a physical examination to verify the employee's ability to return to work. In the event the College requires an examination, the College shall pay for all costs of the examination not covered by the employee's medical insurance.

8.10 Sick Leave Donation:

A bargaining unit member sick leave donation shall be created for the purpose of extending additional sick leave days to bargaining unit members should a serious illness or injury exhaust their regularly accumulated sick leave days that qualifies under FMLA /OFLA or while that bargaining unit member is attending to the need of an immediate family member that qualifies under FMLA /OFLA.

1. Member Eligibility:

All bargaining unit members are eligible to participate in the sick leave donation. Contributions of one (1) or more days are strictly voluntary on the part of all employees.

2. Notification of Need:

A bargaining unit member requesting leave will do so through the Human Resource office. The human resources office will notify bargaining unit members when an employee requests use of sick leave donations. The employee receiving donations may not request information regarding which bargaining members have donated leave.

3. Employer Donor:

A form will be provided for staff to indicate the number of sick days they wish to donate. Donations must be made in this written form and submitted to the Human Resources office.

4. Procedures for use of Sick Leave Donation:

In order to provide consistency and fairness in the administration of the sick leave donation benefit, all of the following must have occurred:

- a. An employee must use all accrued sick and annual leave before being eligible to use the sick leave donation.
- b. A physician's statement must be provided to the human resources office verifying that the employee is totally unable to perform the duties of his/her job, and general prognosis.

5. Other Information:

Once donated, the bargaining unit member forfeits all rights to his/her donated sick days.

Once an employee returns to work, he/she must again meet eligibility requirements before again becoming eligible to use the sick leave donation benefits.

Employees are not required to pay back any days used from the donation.

ARTICLE 9

PAID LEAVES OF ABSENCE

9.1 Personal Leave:

Instructional employees shall be granted (3) three working days of personal leave with pay each year, providing a written leave request is signed by the employee and sent to the Education Director or designee, and then forwarded on to the College human resources office. Personal leave is to be taken in no less than one (1) hour block.

The request will be submitted to the Education Director or designee, in sufficient time so that rescheduling of responsibilities, class coverage, test proctoring or some other arrangements, up to and including possible notice of class cancellation, can take place if at all possible prior to the leave being taken.

In case of emergency, (unable to provide notice), the employee may verbally notify the Education Director or designee that an emergency situation exists and leave shall be granted. As soon as possible upon returning to work, the employee shall file the appropriate form for personal leave and upon the College's receipt thereof, the personal leave shall be granted. The Education Director, with the assistance of the Human Resource Office, will decide what constitutes an "emergency".

**ARTICLE 10
OTHER LEAVES OF ABSENCE**

10.1 Jury Duty

Employees shall be granted leave for service upon a jury. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by them for such jury service. Upon being excused from jury service before the end of their normal shift, employees shall immediately contact the supervisor for assignment for the remainder of their regular workday.

10.2 Court Appearances

Leave with pay may be granted, if necessary, for appearance in legal proceedings connected with the employee's employment with the College. An employee shall be granted leave with pay for service upon a jury, appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other directions by proper authority if the employee is required to attend by law. The daily wage paid to such employee by the College shall be reduced by the amount of compensation received for such service or appearance. This provision shall not apply to employees who are involved in personal legal actions, as defendants in a criminal case or as claimant or defendant in a civil case. In such cases, unpaid leave may be granted by the President.

10.3 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Military leave shall be allowed pursuant to the terms of Oregon Revised Statutes and Board Policies.

10.4 Parental Leave

Employees shall be granted parental leave in accordance with federal and state medical leave laws.

10.5 Other Leaves of Absence

1. Employees may request one leave of absence without pay for the period of one term of instruction per year. Such leave will not alter the employee's full time status. Leaves shall be granted subject to the College's ability to provide service in the absence of the employee. When the leave is approved for Professional Development toward a Master's or Doctorate degree by the Correctional Education Director, insurance coverage will continue to be paid for the one term of instruction being requested.
2. Employees may request unpaid leaves of absence beyond one term or less than one term, such leaves shall be granted at the sole discretion of the College.
3. Employees on unpaid leave may maintain insurance benefits described in Article 11 by paying the premiums during the period of the leave, in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy(ies) retained by the policy holder (the College).
4. All other requests for leave will be at the sole discretion of the College and if approved, will be leave without pay. Additional days taken (leave without pay) may be reflected in the evaluation process listed in Article 13.
5. The Association can request leave for Union meetings, if they either pay for or provide a substitute instructor from the same educational discipline. If a substitute is not available for that program (currently BCT), the College has the right to deny the leave request.

ARTICLE 11
COMPENSATION

Salaries

Full-Time Faculty Compensation:

It is agreed that the following provisions of Article 10 of the current agreement between the Board of Directors and the Association shall be changed, as indicated below, effective July 1, 2015.

11.1 Standard Contract Salary Schedule and Index:

Effective July 1 of each year, all employees who have been granted less than ten (10) experience steps (including those awarded upon hire), except those on probationary status (probationary status when less than 4 (four) quarters of instruction completed), shall receive one (1) experience step increase.

Requirements for all employees who desire to be granted more than ten (10) experience steps are listed in Article 10, 11.2 Salary Advancement.

Faculty at Step 20 will receive identical salary increases as received annually by the "Professional" classification at TVCC - SRCI.

2014 - 2018							
	14-15		15-16		16-17		17-18
1	38,286		38,286		39,243		39,243
2	39,548		39,548		40,536		40,536
3	40,812		40,537		41,386		41,386
4	41,970		41,832		42,661		42,661
5	43,128		43,019		43,086		43,086
6	44,422		44,206		44,309		44,309
7	45,717		45,532		45,532		45,532
8	47,013		46,860		46,898		46,898
9	48,307		48,188		48,265		48,265
10	49,603		49,514		49,633		49,633
11	50,897		50,843		51,000		51,000
12	52,192		52,169		52,368		52,368
13	53,488		53,496		53,735		53,735
14	54,782		54,825		55,100		55,100
15	56,078		56,151		56,470		56,470
16	57,372		57,479		57,835		57,835
17	58,667		58,806		59,203		59,203
18	59,961		60,133		60,570		60,570
19	61,258		61,460		61,937		61,937
20	62,552		62,790		63,304		63,304
	2.50%		2.50%		3.00%		Weighted
Professional Development stipend \$500 per year							

11.2 Salary Advancement

A Faculty member will advance annually on the Faculty Salary Schedule up to Step 10, as listed above. When a Faculty member reaches Step 10 or higher and wishes to advance to the next Step, he/she must achieve that Step by fulfilling the required Credit Equivalent Unit (CEU) agreement listed below. Faculty failing to achieve the requirements listed below will remain at their current salary amount.

DEFINITIONS:

CEU - Credit Equivalent Unit. One (1) CEU is equal to (1) one credit on the quarter system, 1.6 credits on the semester system, (12) twelve hours of pre-approved participation in activities, such as conferences, seminars or workshops, or (12) twelve hours of independent research and other scholarly work; this includes ODOC training.

Requirements: 1) All parties have agreed that a faculty member must achieve (8) eight CEU's to obtain a Step increase. 2) All parties have agreed that a faculty member may only receive (1) one Step increase per fiscal year, taking effect each July 1st. 3) This advancement will continue until Step 20.

TREASURE VALLEY COMMUNITY COLLEGE SHALL:

- 1) TVCC has agreed to retain a Faculty members current salary placement in the event the Faculty member is at Step 10 or above and has failed to achieved the required CEU's needed to advance.
- 2) An advance is described as a "lane" (move across) on the Salary Schedule and a "step" (move down on the Salary Schedule. No additional cost of living allotment (COLA) is negotiated outside the Salary Schedule.
- 3) TVCC has agreed to allow Faculty at Step 9 to begin to accumulate CEU's for the purpose of Salary Step increases. Step 10 is automatic; Step 11 requires CEU's.
- 4) If the Faculty member completes the required number of CEU's prior to June 30th, TVCC will award a Step increase on July 1st.
- 5) If the Faculty member fails to complete the required (8) eight CEU's by June 30th then the CEU's will be carried over for the next three years or until a Step is achieved.
- 6) If the Faculty member completes more than the required number of CEU's, the additional CEU's will be carried forward to the following year.
- 7) Starting July 1st of each year, TVCC agrees to allocate up to \$500.00 in professional development for all staff at Step 10 or higher to assist in achieving CEU's.
- 8) TVCC agrees to make payment for the Faculty member or reimburse for the professional development as requested per the "Request for Professional Development Funds" form.
- 9) TVCC agrees to pay the standard TVCC mileage rate for mileage reimbursement requests.
- 10) TVCC agrees to maintain a running report of approved CEU activity in a location accessible to all Association members.

TREASURE VALLEY COMMUNITY COLLEGE SNAKE RIVER EMPLOYEES ASSOCIATION, AFSCME LOCAL 3763 SHALL:

- 1) The Faculty agrees that all requests for CEU's will be reviewed and approved by the Director of Correctional Education and forwarded to the Dean of Outreach **prior to the event**.
- 2) The Faculty agree that CEU's must be pre-approved by Dean responsible for the oversight of the Correctional program.
- 3) The Faculty agree that the funds for Professional Development will not be pooled, but individually allocated to the qualifying faculty members at Step 10 and above.

- 4) When a staff member wishes to participate in an activity, attempting to accumulate CEU's and the activity has a monetary cost, the staff member may request the use of funds by submitting a "Request for Professional Development Funds" form.
- 5) The Faculty agree that receipts must be provided for any reimbursement to occur.
- 6) The Faculty agree that Professional Development activities may occur in the months of May or June, but the requested use of these funds must be before May 1st of each year due to budget forecasts. Otherwise, the funds return to the General TVCC-ODOC account and are considered unavailable for use.
- 7) The Faculty agree to provide verification of Academic Credits, such as a transcripts or other official documentation.
- 8) The Faculty agree to provide verification of Conference, Workshops and Seminars, such as an agenda outlining events, workshop times, seminar agendas, including break-out sessions and particular segments he/she attended.
- 9) The Faculty agree to provide a copy of the research work for any approved "Research and Development" CEU's to the Director of Correctional Education.
- 10) The Faculty agree that he/she may be asked to present the information acquired during a CEU activity at the SRCI monthly staff meeting or similar forums.

ADVANCED DEGREES

Current employees with a Bachelor's Degree who receive a Master's degree from an accredited institution during the fiscal year shall be advanced one (1) additional step effective July 1.

Current employees with a Master's Degree who receive a Doctorate degree from an accredited institution during the fiscal year shall be advanced one (1) additional step effective July 1.

11.3 Salary Placement for New Employees:

Guidelines include but are not limited to:

- Adult educational experience.
- Prior educational classroom experience, other than adult education. .
- Prior Correctional experience (either juvenile or adult).
- Bachelor's degree required. Additional points will be given for a Master degree (+1) or PhD. (+2).
- Education certification in field of hire (+1).
- Extenuating circumstances based on market conditions – step placement at the discretion of the College, up to the limits of the schedule.
- Specific guidelines can be viewed through the College Human Resources Office in document titled "Standard Salary Hiring Guidelines" (Attachment F)

Work Experience:

New employees may be granted additional steps upon hire for prior work experience, up to two Steps, subject to the following criteria:

- a. New employees will be granted one (1) experience step for each year of full-time teaching experience.
- b. Subject to administrative approval and determination of equivalency values, each year of related work experience in the trade or profession taught shall be worth one (1) experience step.
- c. Additional experience steps may be awarded to a new faculty member if, in the sole judgment of the administration, it is necessary to offer a higher salary in order to hire a qualified individual because of unusual competition and/or urgency in the filling of an opening.

11.4 Change of Instructional Assignment

If there is a voluntary change in an employee's assigned subject area (e.g., Adult Basic Skills Development versus Work Based Education) of teaching, then a reassignment of the salary schedule placement will be made pursuant to the criteria in Section 10.2, above.

11.5 Retirement Benefit

The employee will pay the 6% member contribution into Oregon PERS.

11.6 Funding

The College may reopen negotiations of this Agreement if the Department of Corrections' contract does not provide for a budget for the established wage increase.

11.7 Suspension of Operations

In the event the employee cannot perform his/her duties due to facility closure due to riot, disturbance or other emergency, the employee will receive full pay for the period of closure.

In the Faculty job description, one of the required duties states; "Understand and abide by College and Oregon Department of Corrections policies and regulations. Respond to emergency situations within the education department, which requires wearing a body alarm or pager." This clause will no longer include or require any assistance in cell searches.

11.8

Wellness benefit:

The college will provide a free pass to the main campus recreational facilities.

ARTICLE 12

INSURANCE

12.1 Group Insurance:

Commencing July 1, 2014, the College will contribute up to \$1314.00 per month per eligible employee towards the following group insurance package premiums as outlined below:

- a. The college provides medical, dental, and vision insurance to eligible employees as selected by the faculty as a whole.
- b. \$10,000 life insurance for the employee and designated dependents as currently provided.
- c. Accidental death and dismemberment insurance and long-term disability replacement income.

For the 2014-15 insurance years, the College will contribute up to \$1314.00 per month toward the insurance premiums package above. .

For the 2015 -2016 year,

the College will contribute up to \$1476.00 per month toward the insurance premiums package above. .

For the 2016 -2017 year,

the College will contribute up to \$1520.00 per month toward the insurance premiums package above. .

For the 2017 -2018 year,

the College will contribute up to \$1566.00 per month toward the insurance premiums package above. .

Future contracts may explore alternate carriers and/or plans due to carrier change or significant plan design changes. If TVCC elects to make significant changes to insurance, including but not limited to moving to a "tier rate" system, both parties agree to renegotiate Article 12

12.2 Period Covered:

Bargaining unit members continuing employment with the College the following academic year will be provided twelve (12) months of paid insurance benefits. Bargaining unit members not continuing employment the following academic year will have their paid insurance benefits discontinued at the end of their contract date. The employees will then be offered Federal COBRA coverage under those guidelines.

12.3 Modifications:

Both the College and the Association are concerned about the rising costs of health and dental insurance and the burden this may place on the College in the future if this trend continues. Therefore, both parties agree that it may be necessary to modify this coverage during the term of this contract period. Both parties agree that benefits offered to SRCI Association employees will not be less than these same benefits offered to on campus full time employees. Any other change in the insurance programs during the term of this Agreement shall be only after prior consultation with the Association and the College, in writing.

12.4 Underwriter Rules

The benefit programs identified herein shall be in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (ies) retained by the policy holder (the College).

**ARTICLE 13
EVALUATION**

13.1 Purpose:

Full-Time faculty Evaluations:

The evaluation procedure for full-time SRCI faculty is for the purpose of evaluating performance, to identify any weaknesses in performance and eliminate or improve such weakness; to identify special circumstances which impede effective performance; to help identify individual and in-service training requirements, to identify specific strengths and for the purpose of providing the College with a basis for a decision concerning continued employment.

13.2 Frequency of Evaluations:

Full-time employees covered by this contract will receive a Comprehensive evaluation once every three years, as per the Evaluation schedule attached (See Attachment E). Evaluations for full-time faculty members may be performed on a more frequent basis as part of an improvement plan jointly developed by the full-time employee and the College or in the event the College determines there is need for more frequent evaluations.

13.3 Procedure:

1. Full-Time Employees:

The procedure described in this section only applies to employees that are members of this Association. The 3rd Year evaluation described above will be a Comprehensive Evaluation that includes an update of the Plan for Professional Development, Administrative, Peer and Student Evaluations, listed below.

For New Full-Time Faculty:

New Faculty members will receive an Administrative Evaluation during each of the first (4) Quarters of instruction. The Faculty member will receive a Comprehensive annual evaluation prior to his/her (6) quarter of employment. After, 18 months or at the 6th Quarter evaluation, a recommendation for permanent status will be included.

Association members covered under this agreement do not receive “tenure”, as described in TVCC Policy and Procedures. Upon successful completion of this provisional period(s), the employee will be granted or denied permanent status by the College President.

The College maintains the discretion modify this procedure after consultation with the Association. Any modifications will be conducted in writing and presented to the Association President.

a. Plan for Professional Development:

All Association members will have a plan for professional development in his/her personnel file, using a form agreed upon by the College and the Association. The purpose

of the plan for professional development is to establish goals for continued education and development of professional skills, and to keep track of progress made toward those goals. This plan will be updated annually by the employee and approved by the appropriate Dean or Director.

b. **Student Evaluations:**

Student evaluations will be conducted a minimum of once per year. These evaluations will be conducted by Administrative staff at SRCI. The student evaluations will be reviewed immediately, discussed with the Faculty member and become part of the Comprehensive evaluation process.

c. **Peer Evaluation:**

Peer evaluations will be conducted a minimum of once per year. These evaluations will be conducted by an Association member at SRCI or a TVCC Faculty member agreed upon by the Association and Correctional Education Director. These peer evaluations will be reviewed immediately by the peer, Director and Faculty member. These evaluations will become part of the Comprehensive evaluation process.

d. **Administrative Evaluation:**

Any Administrative observations/ reviews conducted will be documented and reviewed immediately by the Administrative observer with the Faculty member and retained for this Comprehensive evaluation

The final Administrative/Comprehensive evaluation will be conducted by the Dean, Assoc. Dean, Department Chair, Correctional Education Director or the BCT Supervisor, as appropriate. These are the formal Comprehensive evaluations described above and will include any Administrative observations/ reviews conducted, as well as the Student evaluations, Peer evaluations, a review of the Faculty member's Professional Development plan.

13.4 Acknowledgment of Evaluation/Opportunity to Respond:

The employee shall be provided a written, dated and signed copy of any evaluation prior to placement in the personnel file. The employee shall be afforded the opportunity to respond in writing within fifteen (15) working days of receipt of the evaluation. That response will be included with the evaluation in the personnel file.

13.5 Scope/Limitations:

Nothing in this article shall be construed to limit the number of evaluations that may be used, or to prevent individual departments from developing independent procedures as approved in writing by the dean or manager so long as such procedures are consistent with the purpose defined in Section A of this article.

13.6 Access to Evaluations:

Access to an employee's student evaluations, peer-evaluations, plan for professional improvement or development, and evaluation forms are restricted to the employee's, Director of Correctional Education and College personnel with access to the employee's personnel file as described in TVCC Administrative regulations and policies.

ARTICLE 14
DISCIPLINE AND DISCHARGE

14.1 Definition

Progressive discipline means that with most disciplinary problems and repeated offenses steps will normally be followed to correct the problem. Progressive discipline for misconduct may include:

- Counseling or education
- Verbal warning
- Written warning
- Suspension
- Demotion
- Termination

At a minimum, the first three steps should take place for most misconduct. It is expected that after the third offense for the same issue, the employee would be suspended, demoted, or terminated. However, there may be circumstances when one or more steps are bypassed; certain types of employee problems (harassment, violence, illegal conduct) are serious enough to justify suspension or termination without going through the usual progressive discipline steps.

No employee shall be disciplined (written reprimand, suspension without pay, or salary reduction) or terminated except for just cause. Just cause and due process in this Agreement mean:

1. The employee is given timely written notice of charges against him/her.
2. There will be an investigation of the charges before any discipline is administered.
3. An employee who is required to attend a meeting regarding a matter which could affect the continued employment of the employee shall be given reasonable notice in advance of the meeting.
4. The employee shall have the right to have representatives of his/her choice present at any meeting of an investigatory nature with a supervisor or the Board, which he/she reasonably believes may result in disciplinary action.
5. All information forming the basis of disciplinary action will be made available to the employee at the employee's request.
6. The investigation will provide evidence or proof that an employee is guilty as charged.
7. The penalty will be reasonably related to the seriousness of the offense.

This section shall not apply to any employee discharged because of failure to maintain the Department of Corrections security clearance. Failure to maintain security clearance is a failure to meet conditions of employment and can be subject to immediate termination.

14.2 Imposition

If a supervisor has reason to discipline an employee, the supervisor shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees.

14.3 Personnel Files

The College shall maintain one official personnel file. No report, correspondence or document of an adverse nature shall be entered into an employee's personnel file unless a copy of the document is furnished to the employee.

Employees may be asked to sign copies of documents placed in the personnel file for the purposes of indicating receipt only.

Employees shall have the right to inspect their personnel files exclusive of confidential letters of reference upon reasonable notification.

14.4 Working Files

Supervisors of employees may establish and maintain a separate file on an employee for supplementary information purposes and maintain information need for evaluations. These working files are not necessarily part of the official personnel file but may be added at a later date.

14.5 Written Response

An employee shall have the opportunity to refute within ten (10) working days, in writing, any written reprimand or warning and have such response placed in their personnel file.

ARTICLE 15

SETTLEMENT OF DISPUTES

15.1 Grievance Procedure

A. Objectives

1. The College and the Association recognize the need for the orderly resolution of any grievance arising out of an alleged violation of a provision of this Agreement.
2. The goal of this procedure is to secure, at the lowest level, solutions to the problems which may from time to time arise and affect Association members. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

B. Initiating and Processing a Grievance

1. Any individual member of the bargaining unit shall have the right to present his/her own appeal or designate a representative of the Association or other person of his/her choosing to appear with him/her. Wherever possible, the grievant should be present at all steps of the grievance procedure. The grievant, or any participant on his/her behalf, shall be assured freedom from coercion, discrimination or reprisal by either the College or the Association in filing a grievance.
2. Failure to file or pursue a grievance within the specified time limits shall constitute abandonment of the grievance. The College's failure at any step of this procedure to communicate its decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step.
3. All documents, communications and records of a grievance will be filed in the College Human Resources Office separate from personnel files.
4. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the College to take action; subject, however, to a final decision regarding the grievance.
5. If the grievant chooses to pursue his/her claim through the court system, the Employment Relations Board or other outside agency, the grievance procedure cannot be used and any decision rendered under the procedure will become null and void.
6. "Days" shall mean working days unless otherwise specified.

C. Steps Toward Resolution

1. **Step 1: Identification of the Problem**

Within fifteen (15) days of the time the grievant knew or should have known of the alleged violation, the grievant with or without Association representation shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter

informally at the lowest level.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) days of the discussion, he/she shall set forth the grievance in writing to his/her immediate supervisor.

Such written statement of the grievance shall:

- a. be signed by the grievant(s);
- b. contains a synopsis of the facts giving rise to the alleged violation of this Agreement;
- c. cite the section or subsections of this Agreement alleged to have been violated;
- d. contains the date of the alleged violation;
- e. specify the relief requested.

2. **Step 2: Immediate Supervisor**

Within five (5) days of receipt of the written grievance the immediate supervisor and the grievant shall meet to try to resolve the grievance. The immediate supervisor shall communicate his/her decision in writing to the grievant within five (5) days after the meeting.

If the grievant remains unsatisfied, he/she may, within five (5) days of the receipt of the immediate supervisor's decision; state in writing to the Correctional Educational Director the reason he/she considers the decision at Step 2 unacceptable. If the Correctional Education Director is the immediate supervisor, the grievant will state in writing to the Dean responsible for over-sight of the Correctional Education programs.

3. **Step 3: Educational Director or Dean**

The Correctional Educational Director or Dean shall within five (5) days of the receipt of the appeal meet with the grievant to resolve the grievance.

The Educational Director or Dean shall communicate his/her decision in writing within five (5) days (or its due date) after the meeting to the grievant.

If dissatisfied with the decision of the Educational Director or Dean, the grievant may, within five (5) days of receipt of the appeal, appeal in writing to the College President.

4. **Step 4: College President**

The College President or designee shall within five (5) days of the receipt of the appeal meet with the grievant to resolve the grievance. The College President shall communicate his/her final decision in writing within five (5) days after the meeting with the grievant or, with agreement, move to Step 5.

5. **Step 5: Voluntary Grievance Mediation**

If mutually agreed by the parties, the issue may be taken to voluntary grievance mediation committee within fifteen (15) days of the President's review.

The committee will be made up of a College official and an Association official. These two officials will select, by mutual agreement, a neutral person from the local community to mediate the dispute.

The mediator shall set the date for the mediation meeting at the earliest mutually convenient date. Any agreements reached in mediation shall be reduced to writing and signed by the parties. Either party may conclude mediation if in the judgment of the party no settlement is possible. The process will then move to Arbitration.

The expense of the mediator, if any, will be borne equally by the parties.

If the party is dissatisfied with the final decision of the President or decision of the grievance mediation committee, he/she must pursue litigation outside this process.

6. **Step 6: Arbitration**

a. ~~The Association and the College agree that a three-member panel shall have the authority to resolve grievances that are not resolved in mediation (Step 5) the grievance process will move to Arbitration.~~

b. Selection of Arbitrator

Within five (5) days of the declaration of "no settlement", a committee will be formed. The arbitration panel shall be made up of the follows:

- 1 Association representative — appointed for each grievance;
- 1 College representative — appointed for each grievance;
- 1 Neutral selection — appointed for each grievance.

Preference will be to select a member of the local community, but in grievance matters where a particular expertise is called for the panel may select, if the parties agree, from outside the local community including a professional arbitrator. If the parties agree to use a professional arbitrator but cannot agree on a particular person then a list will be requested from the Employment Relations Board for a list of five (5) names. The arbitrator will be selected by using an alternate striking procedure.

The panel shall meet at the earliest mutually convenient time for the parties. The panel shall receive evidence and testimony at an informal hearing. The parties shall have the right to cross-examine witnesses. The Neutral panel member shall rule on the admissibility of evidence. Parties shall close the hearing with closing arguments.

Post hearing briefs shall not be permitted except in the case of the termination of an employee when either party may elect to submit a brief to the panel within 15 calendar days

of the close of the hearing.

The panel shall render a decision within 48 hours. If the panel cannot reach consensus the decision shall be based on a majority vote of the panel members.

The decision shall consist of a statement of award and, at the option of the panel, may include a brief discussion of the evidence and rationale for the decision.

In the case of the termination of an employee, if the parties elect to present post hearing briefs, the panel shall render a decision within 30 calendar days of the date the briefs were due. The decision shall consist of a statement of award and a brief discussion of the panel's rationale.

The panel shall not have the authority to go outside the scope of the contract in making an award. The arbitrator-panel shall not substitute his/her judgment for that of an administrator. The arbitrator-panel shall have the powers only to interpret the terms of this Agreement and to determine if they have been violated; they may not add to, subtract from, or amend the terms of this Agreement. Insofar as their decision is based upon substantial evidence, such decision shall be final and binding.

The parties shall share the cost of the hearing equally.

15.2 Association Representatives

Names of employees selected by the Association to act as its representatives or stewards shall be certified in writing to the College.

Activities of the Association shall not interfere with their regular work assignment..

ARTICLE 16

SENIORITY AND PROBATIONARY PERIOD

16.1 Definition of Seniority

Seniority shall be defined as the employee's total length of continuous service with the College in the Correctional Education program.

16.2 Probationary Employees

New employees shall serve a probationary period of 18 months and/or six (6) consecutive terms of instruction. Probationary employees may be disciplined or discharged for any reason deemed sufficient by the College and are specifically excluded from the provisions of Article 12.



16.3 Loss of Seniority

Seniority shall be lost for the following reasons:

- a. If the employee quits;
- b. If the employee is discharged;
- c. If the employee retires

Retrenchment

16.4 Reasons for Retrenchment

For the purposes of this article, retrenchment is an elimination of positions that the College deems necessary because of causes such as, but not limited to, a lack of financial resources, program or technological changes, program modification or consolidation. Retrenchment can involve whole positions or reductions in assignments.

16.5 Retrenchment Effective Date:

Retrenchment becomes effective when the College receives notice in writing from Oregon Department of Corrections (ODOC), as per terms of Service Agreement Contract Articles "*X. FUNDS AVAILABLE AND AUTHORIZED*" and "*XII. TERMINATION*".

16.6 Retrenchment Fringe Benefits:

Subsequent to the implementation of retrenchment for any reason, the College will provide the employee the following services and benefits:

Employee will receive a minimum of 30 days (1 month) and no more than 120 days (4 months) notice prior to termination of employment due to retrenchment. Salary is payable on the next scheduled payroll date and will be paid at the contract amount. Length of continued service (employment) to be determined by the College at the time of layoff.

The College shall make available to the retrenched employee for length of continued service as determined in 14.6.1 (above) from the effective date or retrenchment the following services: typing, printing, and mailing services reasonably required to conduct an effective job search. Career counseling, career exploration, and resume'

preparation services may also be made available through regular College personnel as available.

In the event that the affected employee becomes employed with TVCC within stated time frames, retrenchment fringe benefits will be provided on a prorated basis and the employee will function under the newly acquired positions contract.

16.7 Recall:

Recall will be at the discretion of the college. Employees retrenched shall have recall rights for any vacant position for which the employee is qualified for 12 months from the effective date of retrenchment in *reverse* order of being retrenched. An employee declining recall to an equivalent position in his/her former program shall forfeit all further recall rights and those unused benefits under 14.6 (1) and (2). The college shall send to the last known payroll address of every retrenched employee a notice of all position openings for 12 months from the effective date of retrenchment.

Retrenched employees shall have recall rights for part-time assignments that may become available within 12 months from the effective date of retrenchment in reverse order of being retrenched, if they are qualified. An employee declining recall to a part-time assignment does not forfeit further recall rights.

ARTICLE 17

GENERAL PROVISIONS

17.1 Nondiscrimination

All references to employees in this Agreement designate both sexes, and wherever the one gender is used, it shall be construed to include male and female employees.

17.2 Existing Conditions

The Contract shall have precedence, where in conflict, over any previous policy.

17.3 Mentoring

Beginning on date of hire, new employees will receive a minimum of eighteen (18) hours mentoring with an instructor in a classroom before being assigned to a classroom alone.

17.4 Re-Opening of Contract

On January 1, 2018 the College and the Union will begin negotiations terms for a new contract that would begin on July 1st, 2018.

ARTICLE 18

SAVINGS CLAUSE

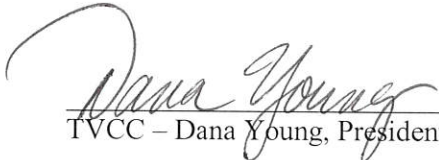
18.1 Savings Clause

In the event any words or sections of this collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the employer or the employees to perform to the terms of the agreement, then upon request by either party the invalid words or sections of the collective bargaining agreement shall be reopened for negotiation.

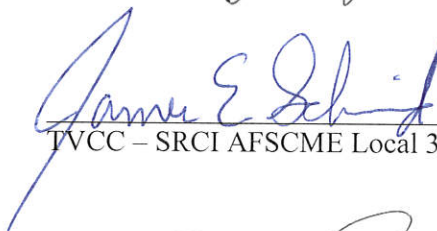
ARTICLE 19
TERM OF AGREEMENT

The term of this agreement shall be from January 1, 2015 to June 30, 2018

Executed this 15 day of July 2015


TVCC – Dana Young, President

8-18-15
Date


TVCC – SRCI AFSCME Local 3763

10-5-2015
Date


TVCC Board of Directors Chairperson

8-18-2015
Date

ATTACHMENT A
CORRECTIONS CALENDAR 2014-2015

ATTACHMENT B
CORRECTIONS CALENDAR 2015-2016

ATTACHMENT C
CORRECTIONS CALENDAR 2016-2017

ATTACHMENT D
CORRECTIONS CALENDAR 2017-2018

ATTACHMENT E
EVALUATION SCHEDULE

ATTACHMENT F
STANDARD SALARY HIRING GUIDELINES

<u>Faculty Member</u>	<u>Hire Date</u>	<u>Type:</u>	<u>Evaluation Due</u>
Adams Pamela	09/10/03	Comprehensive	June 2016
Gollyhorn, Jim	01/2/14	Quarterly Quarterly Quarterly Comprehensive: Comprehensive:	March 2014 June 2014 August 2014 December 2014 December 2015
Johnson Garth	09/09/03	Administrative Comprehensive	June 2014 June 2016
MacLean Kathryn	02/02/99	Comprehensive	June 2015
McDowell, Linda	11/07/11	Comprehensive	June 2015
Schmid James	09/09/03	Comprehensive	June 2016
Sheffield Ellen	09/02/03	Comprehensive	June 2016

**Note: All Faculty were evaluated during the 2013 -2014 school year with the exception of Mr. Johnson and Ms. Fitzgerald who held Interim Administrative positions during that year. To return them to the Faculty evaluation process, an Administrative evaluation will be conducted by June 30, 2014 that reviews their performance over the past year. Ms. Fitzgerald will be re-evaluated as an instructor in 2015. Mr. Johnson will be re-evaluated as an instructor in 2016.

“Standard Salary Hiring Guidelines”

All new employees hired after July 1, 2007 will be placed into a salary step taking the following criteria into consideration based on the 2007-2009 faculty contract. A new employee will receive the listed point value for each criteria.

Category	Possible Points		Employee Score
	Years	Points	
Adult correctional facility classroom instruction experience	1 – 3	2.00	
	4+	2.50	
Juvenile correctional facility classroom instruction experience		1.00	
Non-educational experience in a correctional facility		.50	
Non-correctional adult education instruction experience	1 – 3	1.75	
	4+	2.00	
Non-correctional juvenile educational instruction experience		.75	
Field of hire instructional experience	1 – 3	1.75	
	4+	2.00	
Field of hire working experience	1 – 3	1.50	
	4+	2.00	
Educational degree in field of hire	2	1.00	
Educational degree in related field		.75	
Educational certification in field of hire		.50	
	Total Points 12.75 maximum		

Point Score/Hiring Step

1 -3	Step 1	5.75 – 8.00	Step 3
3.25 – 5.50	Step 2	8.25 – 12.75	Step 4

Employees hired after July 1st, 2007 and who had earned a documented Master or higher level degree from an accredited university will receive a one-time additional step increase for the advanced degrees.