

LINFIELD COLLEGE
LINFIELD EMPLOYEES ASSOCIATION AGREEMENT

July1, 2008 – June 30, 2011

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The following is an agreement between the Linfield Employees' Association and Linfield College, hereinafter referred to as the Association and the College, respectively.

I. RECOGNITION

The College recognizes the Association as the sole bargaining agent of all full-time and part-time regular, nonexempt employees of the College (hereinafter referred to as employee) in matters made between it and the Association in this agreement. The Association will make its representation through its properly elected officers to the President of the College and to such other officers of the College as the President may designate.

Recognizing the benefits of full community involvement and resources, the College will also include representation of the Association in appropriate committees using members selected by the Association. Such committees include but are not limited to: Budget Advisory Committee, Campus Benefits Committee, Campus Safety Committee, Planning Council and any relevant Ad Hoc Committees.

Except as limited by the specific undertakings expressed in this Agreement, the College retains the right to take such action as it may deem appropriate in the management of the business in accordance with its judgment.

II. SERVICES TO THE ASSOCIATION

A. The College shall provide the following facilities, materials, and services upon request by the Association officers and without charge to the Association:

1. The temporary use of a suitable room on the College premises for Association meetings, which may be held once a month. The Association shall follow college room reservation procedures.
2. Notification of newly hired nonexempt employees and terminated nonexempt employees by the Human Resources Office to the Association President on a regular basis.
3. Paper and other office supplies as are necessary for conducting Association business. Department supervisors may require LEA members to track and report to the supervisor the use of departmental office supplies used for conducting Association business to ensure proper allocation of costs. Otherwise, employees are to use office supplies provided by the LEA.
4. The temporary use of college office machines as needed in the management of Association business. It is understood that the use of such machines by the Association shall not interfere with the College's required use of such equipment, and shall use codes necessary to track billing to LEA.

B. Association members may attend, with pay, Association meetings as follows:

- Association members: one hour per month for Association meeting and time necessary to represent the Association or College at campus-wide committee meetings, as determined by the College.

- Association board members: one hour per month for Association meeting and one hour per month for board meeting, and time necessary to represent the Association or College at campus-wide committee meetings, as determined by the College.

III. THE COMMON CHAPTER

The “Common Chapter” contains policies and procedures which are applicable to all Linfield employees. It may be updated or changed as deemed appropriate by the Board of Trustees, or as mandated by changes in state or federal laws. Discretionary changes to the Common Chapter occur by action of the College’s Board of Trustees following due notice of the agenda item as stipulated in Article VI of the Bylaws of Linfield College. As the Common Chapter states: “...the board will ensure an opportunity for discussion among all affected constituencies prior to adopting any changes.”

IV. WORKING CONDITIONS

A. The work week begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. Employee work schedules are established on an individual basis and may vary depending on staffing needs and operational demands.

B. The employee’s workload will generally be organized in such a way as to minimize overtime. If an employee is required to work beyond eight (8) hours on a given workday, he/she may be scheduled for fewer than eight (8) hours of work on another day in the same work week so that total time worked during the work week does not exceed 40 hours.

C. If an off-duty, regular employee is called to the campus to work, the employee will be paid for a minimum of three (3) hours of work.

D. The College shall maintain a safe and healthy work environment and provide serviceable tools and equipment. Supervisors shall not require employees to perform duties that are inherently unsafe or harmful to employees’ health. Employees will follow the safety guidelines in Section V.4 Linfield Common Chapter of Policies and Procedures.

E. **Hazardous Driving Conditions.** Employees are expected to report to work unless the President closes the College. If the College is closed, employees will receive their regular pay. When the College is open, an employee who works less than the full scheduled workday because of hazardous driving conditions will be allowed to use paid leave to cover the time missed, take leave without pay or, if workload requires and with supervisor approval, make-up the missed time during the same workweek. Call 503-883-CATS for information regarding school and/or office closures.

Hourly employees, who are required by their supervisor to work when the President has closed the College, will be allowed to take the same number of hours off, with pay, during the same work week, if the supervisor deems the workload permits. If not possible during the same week, then the employee may request to take such time off with pay at a mutually convenient time during the employee’s PTO year.

F. Encouraging an environment of mutual respect and understanding that the College must continue to operate effectively and efficiently, supervisors will attempt to give reasonable advanced notice of work week schedules and shift changes when circumstances reasonably permit.

V. PAID HOLIDAYS

A. The Senior Director of Human Resources and Administration (hereinafter referred to as Senior Director of Human Resources) will announce in January the holiday schedule. The total number of paid holidays may vary from one fiscal year to the next.

B. Effective the date of hire all regular nonexempt employee shall receive the following paid holidays:

<u>Holiday</u>	<u>Occurs</u>	<u>Number of Days</u>
New Year’s Day	January 1	1
Memorial Day	Last Monday in May	1
Independence Day	July 4	1
Labor Day	First Monday in September	1
Thanksgiving Day	Fourth Thursday in November	1
Day after Thanksgiving Day	Friday after Thanksgiving	1
Christmas Day	December 25	1

C. Holiday Pay Policy

1. When Independence Day falls on a Saturday the college will observe Friday as the holiday.
2. When Independence Day falls on a Sunday the college will observe Monday as the holiday.
3. When Christmas Day falls on a Saturday the college will observe Friday as the holiday.
4. When Christmas Day falls on a Sunday, the holiday will be paid only if employees are called back to work on Sunday.
5. When New Year’s Day falls on a Sunday, the college will observe Monday as the holiday.
6. When New Year’s Day falls on a Saturday, the holiday will be paid only if employees are called back to work on Saturday.

D. **Pay for Working on a Holiday:** Nonexempt employees who are asked to work on holidays shall receive eight hours of holiday pay and will be paid at one and one-half times their current hourly rate for all hours worked.

E. **Pay When Called-Back-To-Work:** Nonexempt employees who are called-back to work on holidays shall receive eight hours of holiday pay plus a minimum of three (3) hours of pay at one and one-half times their current hourly rate.

Winter Break

A. The College will be closed from December 26 through December 31. (Also see list of holidays above.) The College will pay nonexempt employees their regular hourly rate of pay for winter break days. The total number of winter break days will vary from year to year.

B. In January the Senior Director of Human Resources will announce the Winter Break schedule.

C. Nonexempt employees who are not scheduled to work during Winter Break, but are called in, will be paid for eight hours at their current hourly rate plus a minimum of three (3) hours of pay at one and one-half times their current hourly rate of pay.

D. Employees working in departments which, by the very nature of the function of the department, require employees to work during Winter Break AND are required by their supervisor to work any of those days, will receive their regular rate of pay for hours worked during that week and will be credited with additional PTO days to be taken at another time during the employee's PTO year. The number of days credited is equal to the number of winter break days worked that particular year. Departments covered under this provision include, but are not limited to: Linfield Campus Safety, Facilities, Admissions, and College Relations.

VI. CAMPUS EMERGENCY PROCEDURES

During campus emergencies, the President's Cabinet will serve as the emergency management team. They will direct all activities on campus and coordinate efforts with other emergency management agencies in the community.

VII. HIRING

A. Open positions may be filled by inter-department application or from outside the College. When it is determined that a position is to be filled, the Human Resources Office will prepare an internal job posting describing the job and requirements. The Human Resources Office will post the job opportunities on the Linfield web site, and email notification campus-wide before proceeding with external advertising. In order to be considered for an open position, interested employees must complete an Internal Application and submit it to the Human Resources Office by the deadline published in the announcement. All employees who have applied and meet the minimum requirements according to the published job description will be interviewed.

B. During new hire orientation, the Human Resources Office will ensure the employee is provided their choice of a paper copy or has electronic access to employee handbooks and the LEA Agreement.

C. A ninety (90) calendar day initial assessment period will be in effect from the first day of employment. The assessment period allows the supervisor and the employee time to evaluate the job requirements and level of performance. Upon completion of the 90-day initial assessment period and applicable performance evaluation, the supervisor will conduct a formal evaluation with the employee, notifying the employee that either: (1) s/he has successfully completed the initial assessment period; (2) employment is terminated (with or without cause); or (3) the initial assessment period is extended for up to 60 calendar days to address specific performance shortfalls. The progressive, corrective action procedures do not apply during the assessment period, and employees are employed at-will and may be terminated with or without cause.

VIII. IDENTIFICATION CARDS

After hire date, College identification cards are available to nonexempt employees, their spouses and their dependents. The card with the appropriate validation sticker admits the bearer to a variety of College facilities, activities and events as specified in the Common Chapter of Personnel Policies and Procedures.

IX. NONEXEMPT PERSONNEL FILES

Each employee shall have the right, upon request, to review the contents of his/her own personnel file. Others with right to access a personnel file are the President, the President's Cabinet, the employee's supervisor or acting supervisor, and the staff of the Human Resources Office. Records related to job performance of internal applicants may also be viewed by the hiring supervisor. All materials in personnel files shall be signed and dated by the person initiating the document.

X. CLASSIFICATION AND PAY

A. Positions for regular, nonexempt employees shall be placed in a classification system. The classification information is in the Human Resources Office. Wages for each position shall be within the pay ranges currently established for each classification. This classification system was established in the Human Resources Office and will be monitored and may change periodically as a result of salary survey analysis, reclassifications, restructuring, new positions, elimination of positions(s) and/or across-the-board annual salary increases.

B. When an employee applies for an internal, open position and is offered the job, the employee will be paid within the published salary range for the specific job classification.

C. When a position is reclassified because of additional responsibilities and a salary increase is warranted, the salary increase may be immediate.

D. The cabinet officer is responsible for initiating the request for reclassification of an existing position in his/her division. A reclassification request may be submitted from a department supervisor to the cabinet officer. Reclassifications will only be made for significant changes in responsibilities or restructuring. Requests are due to the Human Resources Office by September 15th. The Senior Director of Human Resources reviews the revised job description with the department head and/or supervisor or cabinet officer. Once the job description is finalized the department head and/or supervisor or cabinet officer and the Senior Director of Human Resources will prepare a draft classifying the position using the nonexempt factor/point system. The Senior Director of Human Resources will submit the revised job description and recommended grade to the VP for Finance and Administration and the President for approval. If the position is approved for reclassification, it will normally be effective July 1st of the next fiscal year. However, depending upon the needs of the college the reclassification may be effective at another time.

E. Nonexempt employees will have the opportunity, on written request to their supervisor, for the supervisor to provide a written explanation for any reclassification request that is denied.

XI. BREAK IN SERVICE

A. A former regular employee who leaves the college in good standing and is rehired to regular status in any position after a break in service of less than six months will have his/her original date of hire reestablished. Years of service will be restored for Paid Time Off (PTO) calculations.

B. A temporary employee, who is subsequently hired to a position as a regular employee and did not have a break in temporary employment with the college, will be granted continuous service credit from the date he/she originally started working in the temporary position. The employee will be credited time toward retirement enrollment, PTO years of service waiting periods, and for step increase cycle. However, the employee will not receive retroactive accumulated PTO or payment for any benefits. Duration of employment of a temporary employee will be for a reasonable length of time, given the particular circumstances of the situation. Temporary employees are not governed by this Agreement.

XII. PAID TIME OFF (PTO)

A newly hired nonexempt employee will begin accruing PTO on the 15th of the month following his/her date of hire. Nonexempt employees are eligible to use accrued PTO after completing the initial assessment period. PTO can be used for an employee’s vacation, employee’s illness, Oregon Family Leave (refer to the Linfield Common Chapter of Policies and Procedures for eligibility, definitions and procedures), doctor/dentist appointment and other personal business.

Accrual rates are based on an employee’s years of continuous employment with the college and accrual rates will increase on the employee’s **anniversary date** according to the chart below.

<u>Anniversary Date</u>	<u>PTO Hours Per Month</u>		<u>PTO Days Per Year</u>
1 st	11.33	hours	17 days
2 nd	11.33	hours	17 days
3 rd	11.33	hours	17 days
4 th	14.66	hours	22 days
5 th	14.66	hours	22 days
6 th	14.66	hours	22 days
7 th	14.66	hours	22 days
8 th	16.00	hours	24 days
9 th	16.00	hours	24 days
10 th	16.00	hours	24 days
11 th	18.00	hours	27 days
12 th +	18.00	hours	27 days

Part-time, nonexempt employees (any hours less than 173.33 per month) will accrue at a pro-ration of actual hours worked. Effective on the employee’s employment anniversary date, nonexempt employees may carry forward up to 15 days of PTO. The number of PTO days eligible for roll-over is also subject to pro-ration based on the employee’s FTE. For example, employees scheduled to work half time (.50 FTE) may carry forward 7.5 days of PTO (15 X .50 = 7.5).

To help avoid losing accrued PTO, employees should plan their use of paid leave and request time off well in advance. Fostering an environment of cooperation and mutual respect, employees will consider departmental needs when requesting time off, and supervisors will attempt to accommodate requests.

XIII. ABSENCES

A. Bereavement leave of five (5) working days will be granted with pay to an employee upon notification to his/her supervisor regarding the death of an “immediate” family member. The definition of an immediate family member is spouse, domestic partner, child, adopted child, parent, parent-in-law and sibling, regardless of whether the relationships is by blood, marriage or domestic partnership

B. Bereavement leave of three (3) working days will be granted with pay to an employee upon notification to his/her supervisor regarding the death of an “extended” family member. The definition of an extended family member is sibling-in-law, grandparent, grandchild, aunt, uncle, niece and nephew, regardless of whether the relationships is by blood, marriage or domestic partnership.

C. Employees are required to exhaust their available PTO prior to requesting leave without pay. Regular employees may make arrangements through their supervisor for unpaid time off. Such time off will be granted depending upon the department’s staffing needs. An employee on unpaid time off for more than one calendar month must make arrangements at his/her expense to pay the monthly health insurance premiums, unless the leave is requested by the College for its convenience, budgetary reasons, or other laws required to the contrary.

D. Jury Duty. Linfield grants leave with pay to an employee who serves on jury duty or is subpoenaed to testify. Employees may keep payments received from the court.

XIV. JOB PERFORMANCE COUNSELING

If unsatisfactory job performance develops, the employee and direct supervisor will address the performance issues in an environment of mutual respect, and in a manner focused on personal responsibility and accountability, professionalism and commitment. Supervisors will be sure that expectations have been clearly communicated, and will gather and evaluate relevant information to determine whether corrective action is warranted. The purpose of corrective action counseling is to assist the employee in learning what performance (including on the job behavior) standards are not being met and to determine how the employee can improve his/her performance. The goal is to ensure that reasonable steps are taken to help the employee correct a problem, thus providing the employee the opportunity to succeed in his/her job. Any time during the process an employee may request the presence of an employee of his/her choice. Progressive, corrective action counseling will include:

- At least one (1) oral counseling (documented by the supervisor and placed in the employee’s personnel file).
- Three (3) written counseling documents, which address rule violations, job performance issues, or implement a suspension from work.
- All counseling documents are to be reviewed and approved by the Senior Director of Human Resources. Then the supervisor may present the written corrective action statement to the employee.
- An employee has five (5) working days to submit a counter statement to the supervisor (copy to personnel file).

- An employee and or a supervisor may request mediation/facilitation. The Human Resources Office may provide sources of referral for mediation/facilitation.
- After three (3) performance counseling documents have been received by the employee there may be a decision to terminate the employee for his/her inability to meet established performance standards.
- If five (5) years have passed since an employee's last performance counseling document was issued, the college will consider reestablishing the three-document sequence for progressive corrective action.

XV. DISCIPLINE OR DISCHARGE FOR CAUSE

A. The College may discharge or discipline an employee for a single incident of any one or more reasons as contained in the Linfield Common Chapter of Policies and Procedures, Chapter IV. 3 Standard of Performance and Corrective Action which is in affect at the time this agreement is signed. The following procedures will be followed, to the extent deemed appropriate by the Senior Director of Human Resources :

- Possible temporary suspension without pay pending investigation of alleged incident (if found innocent of allegations, the employee will receive pay retroactive to the date of suspension).
- During the period of investigation the employee will have an opportunity to present his/her interpretation of the alleged incident.
- At the conclusion of the investigation the employee will be notified of his/her employment status including disciplinary action to be taken up to and including termination, and will be provided a written summary.

XVI. ELIMINATION OF EMPLOYEE POSITION BY THE COLLEGE

Reduction In Workforce (RIF)

In the event Linfield College must reduce its workforce (eliminate staff positions) and **if** the reduction involves 50 or more employees, the College must give the affected employees a 60-day notice of the impending layoff. This is in compliance with the Worker Adjustment and Retraining Notification Act (WARN Act). The WARN act **does not apply** if less than 50 employees are laid off.

Examples of criteria for a workforce reduction:

1. A position is eliminated because of technological or computerized systems that replace the employee i.e., a machine or system does the work the employee once did, as in the advent of the automated phone menu system. Or, the need for the tasks performed by the employee no longer exist i.e., clerical support - answering phones is replaced by voice mail and typing is performed on a computer by a self-sufficient, computer literate manager.
2. A position is eliminated because the College is unable to fund the position due to budget constraints, or budget shortfall, or lack of funding.
3. A position is combined with another position i.e., two part-time positions are consolidated into one, full-time position.
4. The closure of a department where some jobs are eliminated completely and remaining jobs are transferred to another department.

5. The reorganization of a department, the total restructuring of responsibilities resulting in the elimination of a specific job(s).

The above examples are not all inclusive; there may be other circumstances that would result in the elimination of a position.

Employees displaced as a result of a Reduction In Work Force:

1. If an existing internal position is open at the time of the RIF, and the displaced employee meets the minimum requirements of the open position, the displaced employee may apply for the position. If two or more displaced employees apply for an open position, the supervisor will select the most qualified person to fill the position. A supervisor is not required to hire a displaced employee.
2. A displaced employee, who takes a lower paying position, may have a reduction in salary; this would be determined by the College on a case-by-case basis.
3. A displaced employee has the choice of either taking the open position or the College's severance package.
4. If no positions are open, the displaced employee is offered the College's severance package.

Linfield's Severance Package Includes:

1. **Notification of job elimination:** 30 days notice in writing to the employee.
2. **Vacation pay and PTO:** Payment of all unused and accrued vacation and PTO at the time of termination.
3. **Severance pay:** Nonexempt employees will receive 5 working days of severance pay for every full-year of work completed up to a maximum of 40 working days (at the employee's current rate of pay).
4. **Tuition remission:** Employee's dependent currently receiving tuition remission would be allowed to complete the academic year in which he/she started. An employee receiving tuition remission who has three or more years of employment at the college would continue classes until completion of his/her degree, but cannot continue for more than three years.
5. **Health, dental/vision insurance:** At the time of layoff due to a reduction in workforce, an employee's insurance will cease at the end of the month of his/her termination. Employees who are eligible may apply for COBRA continuation coverage. If an employee elects COBRA, the college will continue to make contributions toward COBRA coverage for the duration of the severance period. For example: if the displaced employee qualifies for 8 weeks of severance pay, the college would also pay 8 weeks of premium contributions, at the same level as when the employee was employed, toward COBRA coverage. The employee would continue to contribute his/her portion of dependent premium cost.

6. **Rehire provisions:** If rehired within six months from termination, reinstatement for length of service and eligible for college retirement contributions on the first day of the month after rehire date.
7. **Outplacement services:** Employee Assistance Program services for three months after termination date.

XVII. CONFLICT OF INTEREST

Misunderstandings or conflicts can arise in any organization and should be resolved before serious problems develop. When such work related issues occur, it is the College's intent to be responsive to our employees' concerns. Therefore, an employee may follow the procedure described below to resolve or clarify his or her concerns.

1. Employees are expected to make reasonable efforts to find solutions to the conflict with those persons most directly involved.
2. If the conflict cannot be resolved at the departmental level, the employee should seek a review of the concern with the Senior Director of Human Resources and, upon request of the employee, with the President, or other member of the LEA Executive Board of the Association, or a co-worker of his/her choice.
3. The Senior Director of Human Resources may gather further information from involved parties.
4. The Senior Director of Human Resources may call a meeting with the parties directly involved to facilitate a resolution or may refer complaints to a review committee if the Senior Director of Human Resources is of the opinion that the complaint raises serious questions of fact or interpretation of policy. All involved individuals, other than Human Resources staff, will be charged with the responsibility of not discussing the situation with any other employee or with the complainant employee. The complainant employee, at his/her choosing, may discuss the issues with the LEA President or Executive Board member(s).
5. The Vice President of Finance and Administration in conjunction with the President of the College shall make the final decision based on a review of facts and the recommendation of the Senior Director of Human Resources or review committee, when the committee is utilized.

No one will be retaliated against for filing a good faith complaint under this procedure.

XVIII. COMPLAINTS AGAINST THE COLLEGE

Employees may with impunity lodge complaints against the College or any of its employees for failure to abide by the terms of this agreement or for treatment not specifically covered in the agreement but which the employee feels is unfair. In such situations, employees are encouraged to first discuss their concerns with their supervisor. However, the Senior Director of Human Resources is available to employees seeking resolution of such concerns at any time.

XIX. NON-WAGE BENEFITS

Regular, nonexempt employees of the College shall, upon attaining eligibility as defined by the specific plan document, qualify for college-sponsored benefits:

- Health Insurance
- Prescription Drug Coverage
- Dental/Vision Insurance
- Life Insurance
- Flexible Benefit Plan – 125 Plan
- Short-term Disability Plan
- Long-term Disability Plan
- Retirement Plan
- Tuition Remission and Exchange Policy
- Employee Assistance Program

To view Linfield benefits go to the Human Resources web page at:

<http://www.linfield.edu/humanresources/benefits.php>

XX. DURATION OF AGREEMENT

This Agreement is effective upon signature by the President of the College and the President of Linfield Employees Association and will remain in effect until June 30, 2011. Prior to the expiration of this agreement the Association’s Agreement Committee will submit a new agreement (it may or may not contain changes) to the Senior Director of Human Resources. All amendments must be approved by the President of the College and by the President of the Association. This Agreement will be reviewed every three years.

Agreed to on this date at Linfield College, 900 SE Baker, McMinnville, Oregon 97128-6894.

Tami Harrell, President
Linfield Employees Association

Dr. Thomas Hellie, President
Linfield College

Date

Date