

LINFIELD COLLEGE
LINFIELD EMPLOYEES ASSOCIATION AGREEMENT

July 1, 2017 - June 30, 2020

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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: College Planning and Budgeting Council, College Benefits Committee, Campus Safety Committee, Campus Parking Committee, 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. EMPLOYMENT STATUS

Nonexempt employees are full-time and part-time regular status hourly employees who are paid at least the state or federal minimum wage, whichever is greater, and are paid not less than 1.5 times their regular rate of pay for any time worked over 40 hours in one work-week (seven consecutive days, Sunday through Saturday). For overtime pay in excess of the minimum legal requirement of time and a half, consult the current LEA Agreement. Overtime is calculated on the basis of hours actually worked. Sick days, vacation days or other hours not actually worked are not included in determining the total hours worked for the calculation of overtime pay.

V. EMPLOYMENT AT-WILL

Linfield College reserves the right to employ at-will. This means that employment can be terminated, with or without cause, and with or without notice, at any time, at the option of the employer or at the option of the employee.

VI. 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 back to campus to work after they have punched out and left the campus, the employee will be paid for a minimum of three (3) hours of work at one and one-half times their current hourly rate. The employee will be required to punch in using their regular method to record their hours.

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 X.2 Linfield Common Chapter of Policies and Procedures.

E. **College Closures.** 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 and an employee decides that weather conditions present a hazardous commute home with the approval of their manager, an employee who works less than the full scheduled workday because of hazardous driving conditions will be allowed to use PTO (paid time off) to cover the time missed, take leave without pay if no PTO available or, if workload allows and with supervisor approval, make-up the missed time during the same workweek. Call 503-883-CATS for information regarding college 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 time-off can't be taken during the same week, the employee may request to take such time off with pay at a mutually convenient time during the employee's PTO year, (prior to July 16). If this option is elected the manager must communicate those PTO hours to Payroll for tracking purposes and notify the employee.

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.

VII. HOLIDAY PAY POLICY

A. Nonexempt employees who are regular status and .50 FTE or greater will be paid Holiday pay. Holiday pay will be based on the Employees agreed upon work schedule, which may be less than or greater than 8 hours.

B. When any recognized holiday falls on a Saturday the college will observe the preceding Friday as the holiday. When any holiday falls on a Sunday, the college will observe the subsequent Monday as the holiday. The exceptions are News Year's Day and Christmas Day. Due to the overlap of Winter Break, when Christmas Day falls on a Sunday, the holiday will be paid only *if* employees are called back to work on Sunday, and when New Year's Day falls on a Saturday, the holiday will be paid only if employees are called back to work on Saturday. In the event that an employee's regular work schedule (such as a CPS officer working a rotation schedule) includes a holiday that falls on a Saturday or Sunday, the employee will receive holiday pay for working the actual holiday, and not the "observed" holiday. No employee will receive holiday pay for working both the holiday and the "observed" holiday.

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

D. **Pay When Called-Back-To-Work:** Nonexempt employees who are called-back to work on a holiday, shall receive their agreed upon scheduled 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. Nonexempt employees who are not scheduled to work during Winter Break, but are called in, will be paid a minimum of three (3) hours of pay at one and one-half times their current hourly rate of pay.

B. 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. Departments covered under this provision include, but are not limited to: Linfield College Public Safety, Facilities, Admissions, and Institutional Advancement. The employee's manager will provide to the Payroll Manager a list of employees who are to be given additional PTO before January 16.

VIII. HIRING

A. During new hire orientation, the Human Resources Office will ensure the employee is provided a paper copy and/or may have electronic access to employee handbooks and the LEA Agreement. Human Resources will also notify the LEA President when an LEA employee is hired.

B. A ninety (90) calendar day initial assessment period will be in effect from the first day of employment. Human Resources will notify the supervisor of the completion date for the 90 day evaluation. 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.

IX. CLASSIFICATION

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 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.

X. PAID TIME OFF (PTO)

Newly hired PTO eligible nonexempt employees will begin accruing PTO from date of hire, but will not be able to use this benefit during the first 90 days of employment. Nonexempt employees hired between the 16th and last day of the month will accrue a full monthly PTO accrual. If hired after the last day of the month, PTO will accrue at half of the monthly PTO rate. PTO can be used for any reason the employee is requesting paid time off. PTO cannot be used to when an employee is on Short Term Disability or Worker's Compensation. Employees are required to exhaust their available PTO prior to requesting leave without pay.

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>
1st	11.33 hours	17 days
2nd	11.33 hours	17 days
3rd	12.00 hours	18 days
4th	15.33 hours	23 days
5th	15.33 hours	23 days
6th	15.33 hours	23days
7th	15.33 hours	23 days
8th	16.66 hours	25 days
9th	16.66 hours	25 days
10th	16.66 hours	25 days
11th	18.66 hours	28 days

Part-time, nonexempt employees (any hours less than 173.33 per month) will accrue at a pro-ration of actual hours worked.

Nonexempt employees may carry forward up to 120 hours of PTO into the new year that begins on July 16th. The number of PTO hours 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 60 hours of PTO.

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.

XI. EMPLOYEE RESIGNATION

A nonexempt employee who resigns is expected to give written notice to his or her immediate supervisor and forward to HR. A resignation letter should be submitted early enough to allow the institution time to locate a suitable replacement for the position. If a nonexempt employee leaves between the 16th and the last day of the month, PTO will accrue at half of the monthly PTO accrual rate. If a nonexempt employee leaves after the last day of the month, they will receive a full monthly PTO accrual.

XII. RETIREE STAFF STATUS

To qualify as a staff retiree, employees must be 62 years of age, with 5 years or more of employment with Linfield, or a staff retiree who participated in the FY2018-2019 Retirement Opportunity offering.

Benefits include:

1. Use of the college library.
2. Use of the college athletic facilities, when open with Linfield ID Card
3. Use of the Linfield-designated parking spaces (i.e., parking lots), for personal vehicles with Linfield College Permit.
4. Admission (at the Staff and/or senior rate) to all Linfield sporting, theatrical, and musical events, as well as lectures open only to the Linfield community.
5. A Linfield email and Catnet account, per the Catnet account policy.

XIII. 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. If a verbal or written counseling document is given to the employee, the manager must advise the employee of the meeting and advise the employee of the meeting at least one (1) day in advance and advise them they may have the LEA President or a LEA Board member at the meeting. The employee may request any non-LEA Board member to be in attendance as well. Progressive, corrective action counseling will include:

1. At least one (1) Verbal Counseling (documented by the supervisor and presented to the employee before being placed in the employee's personnel file).
2. Two (2) Written Counseling documents, which address rule violations, job performance issues, or implement a suspension from work.
3. All counseling documents are to be reviewed and approved by the Director of Human Resources, before the supervisor may present the written corrective action to the employee.
4. An employee has five (5) working days to submit a counter statement to their supervisor and Human Resources. A copy of the counter statement will be placed in the employee's personnel file.

5. An employee or manager may make a written request for mediation/facilitation to the Director of Human Resources. The written request must state what has been done to correct the conflict to date and desired outcome. The Request will be reviewed and a response provided back to the employee within five (5) working days. Mediation resolution may be from an internal or external source.
6. After three (3) performance counseling documents (1 verbal and 2 written) have been received; the next documented incident either verbal or written shall be grounds for termination of employment based on the employee's inability to meet established performance standards.
7. If three (3) 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.

XIV. 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 College Personnel Policies and Procedures Common Chapter - Chapter V.3. Employment which is in effect at the time this agreement is signed. The following processes will be followed, to the extent deemed appropriate by the 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.

XV. ELIMINATION OF EMPLOYEE POSITION BY THE COLLEGE

Reduction In Workforce (RIF)

Examples of criteria for a workforce reduction:

- a. 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.
- b. A position is eliminated because the College is unable to fund the position due to budget constraints, or budget shortfall, or lack of funding.

- c. A position is combined with another position i.e., two part-time positions are consolidated into one, full-time position.
- d. The closure of a department where some jobs are eliminated completely and remaining jobs are transferred to another department.
- e. 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 day's notice in writing to the employee.
- 2. **Paid Time Off (PTO):** Payment of all unused and accrued 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 eligible 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. The college will provide two (2) months of COBRA premium to the employee based on Employee Choice benefits selection, and they will receive notification on how to continue any dependent medical, dental or vision coverage through COBRA after the employee's employment

has ended.

6. **Outplacement services:** Employee Assistance Program services for three months after termination date.
7. **Rehire provisions:** If rehired within six months from termination, the following reinstatement policies are followed:
 1. Length of service for the purpose of PTO
 2. Employer Contribution – 403(b) – if the employee was receiving the Employer 403(b) contribution at the time of the separation, they will be eligible to immediately receive the employer contribution beginning with their first paycheck.
 3. Benefit Coverage – the first of the month following their rehire date.

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.

XVI. CONFLICT RESOLUTION

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.

- a. Employees are expected to make reasonable efforts to find solutions to the conflict with those persons most directly involved.
- b. If the conflict cannot be resolved at the departmental level, the employee should seek a review of the concern with the Director of Human Resources and, upon request of the employee, with the LEA President, or other member of the LEA Executive Board of the Association, or a co-worker of his/her choice.
- c. The Director of Human Resources may gather further information from involved parties.
- d. The 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 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).
- e. 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 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.

XVII. 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 an issue. In such situations, employees are encouraged to first discuss their concerns with their supervisor. However, the Director of Human Resources is available to employees seeking resolution of such concerns.

XVII. 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, 2020. 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 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.

Lisa McKinney, President
Linfield Employees Association

Dr. Thomas Hellie, President
Linfield College

Date

Date