LABOR AGREEMENT

Between

LEWIS AND CLARK COLLEGE

and

TEAMSTERS LOCAL UNION NO. 305

Affiliated with the
International Brotherhood of Teamsters

June 1, 2008 through May 31, 2012

As amended June 1, 2010

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THIS AGREEMENT made by and between **LEWIS AND CLARK COLLEGE**, herein called the **"EMPLOYER"** and **TEAMSTER DAIRY, BAKERY & FOOD PROCESSORS, INDUSTRIAL, TECHNICAL & AUTOMOTIVE LOCAL UNION NO. 305** affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, of Portland, Oregon, herein called the **"UNION"**.

ARTICLE I - RECOGNITION

1.1 - Scope of Unit

The College recognizes the Union as the sole and exclusive bargaining agent for all Maintenance Department employees, excluding office clerical, seasonal, part-time, temporary, and student employees, guards, professional employees, supervisors, and all other employees. "Student employees" are defined as persons who are full-time students, employed through the Financial Aid Office of the College. "Part-time employees" are defined as employees averaging fewer than 80 hours per month, computed on a three-consecutive-month average. "Temporary employees" are those employed for up to 120 days for special projects and those employed for up to 90 days as replacements for bargaining unit employees on leave of absence.

1.2 - Purpose

The purpose of this Agreement is to set forth those matters agreed upon in collective bargaining pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

ARTICLE II - UNION SECURITY

2.1 - Membership

It shall be a condition of employment that all employees of the College covered by this Agreement on the effective date of this Agreement shall become and remain members in good standing throughout the term of this Agreement. Employees who are hired into the bargaining unit after the effective date of the Agreement shall become members of the Union within 30 days following their date of hire and maintain their membership in good standing for the term of this Agreement. For purposes of this article, a person shall "maintain membership in good standing" by paying the initiation fees and periodic dues uniformly required as a condition of membership in the Union. The Union agrees to indemnify the College for any action taken by the College at the Unions request because of an employee's failure to comply with the provisions of this Article. The College shall notify the Union of all newly hired employees within seven (7) days of their first date of employment. Such notification shall be in writing and include the employee's name, date of hire, social security number, address and position of employment. Such notification requirements shall apply to all full-time, part-time and temporary employees. Such notification shall not apply to student employees.

2.2 - Checkoff

The College agrees to deduct from the paycheck of each employee who has so authorized it in writing the regular monthly dues uniformly required of the members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees who have signed such authorization. Authorization by the employees shall be on forms approved by the College.

ARTICLE III - MANAGEMENT RIGHTS

Except to the extent expressly modified by a provision of this Agreement, the College reserves all of its rights to manage the College or any part of it. These rights include, among others, the right to select and hire new employees, to direct the work force, to relieve employees from duty because of lack of work or other reasons consistent with efficient operation, to assign work to employees, to decide the number and location of its facilities and departments, to add and to close departments, or portions thereof, to establish standards of performance, to establish, modify or eliminate job classifications (subject to negotiation of wage rates), and to introduce new or improved methods or facilities. The foregoing enumeration of management rights shall be deemed not to exclude other rights of management not specifically set forth, and the College retains all prerogatives, functions, and rights not specifically limited by this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 - Definition and Steps

A grievance is defined as, and limited to, a complaint by an employee that a specific provision of this Agreement has been violated. A grievance shall be processed in the following manner.

Step 1. The purpose of this procedure shall be to resolve grievances at the lowest possible level. A grievance shall first be submitted in writing by the employee to his/her immediate supervisor. A grievance must be presented within five (5) working days of the employee's knowledge of the facts giving rise to the grievance. The written grievance shall be signed by the grievant or the Union representative and include any provision(s) of the Agreement that have been violated and the settlement desired.

Step 2. If no agreement is reached within five (5) working days, the grievance shall be presented to the department manager. The Union representative and the department manager shall attempt to settle the matter. The employee should be present.

Step 3. If no agreement is reached within five (5) working days of the presentation under Step 2, then either the Union or the College shall submit the grievance to the Joint Conference Board. The moving party shall, within the following five (5) working days, request that a Joint Conference Board be convened. The Joint Conference Board shall consist of two (2) Union representatives and two (2) College representatives.

Step 4. If the Joint Conference Board has not resolved the matter within ten (10) working days following the request under Step 3, the grievance may be referred to arbitration under Article 5.

4.2 - Grievance Investigation

The College recognizes the right of the Union to investigate the circumstances surrounding any grievance matter so long as there is not interference with work. An employee shall have the right to withdraw a grievance at any time.

4.3 - Time Limits

It is understood that the Union will be the moving party in each step of the grievance procedure. Grievances not advanced to the next step within the time limits of this Article by the Union shall be considered withdrawn. Grievances not answered by the College within the time limits of this Article shall be considered agreed to regarding the remedy requested, without precedent. Such time limits may be extended by mutual consent of the College and the Union.

ARTICLE V - ARBITRATION

5.1 - Referral to Arbitration

If the Union and the College fail to settle any grievance, the matter may, at the option of the Union, be referred to an impartial arbitrator mutually agreeable to both parties.

5.2 - Selection of Arbitrator

If an impartial Arbitrator cannot be mutually agreed upon, the parties shall promptly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Both the College and the Union shall strike three (3) names from the panel. The party requesting arbitration shall strike the name first, the other party shall then strike one name. The process shall be repeated twice, and the remaining person shall be the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as possible after his/her selection.

5.3 - Submission Agreement

Within a reasonable time after the selection of the arbitrator, the parties shall enter into a submission agreement which shall clearly state the issues to be decided. If the parties are unable to agree on a joint statement of the issues to be decided by the arbitrator, then the submission of the same shall contain the written grievance, appeals, and the College's disposition of the same with the notation that the parties could not agree upon a submission agreement.

5.4 - Hearing

During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The arbitrator will render his/her findings and award in writing within 30 calendar days after the conclusion of the hearing.

5.5 - Authority of the Arbitrator

1. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

2. The arbitrator shall have authority to decide questions of fact or law involved in any grievance or dispute referred to arbitration.

3. The decision and award of the arbitrator shall be final and binding on both parties and the employee submitting the grievance.

5.6 - Cost of Arbitration

Compensation and expenses for the arbitrator and the general expense of the arbitration proceeding shall be borne equally by the parties. Each party shall be responsible for its own expenses and costs incurred in connection with the presentation of the case. If either party desires a transcript, it shall provide the original to the arbitrator and shall be responsible for the related costs. If the other party desires a copy, both parties shall share equally the costs of the reporter, the original, and two (2) copies of the transcript.

ARTICLE VI - EMPLOYEE REPRESENTATION

6.1 - Employee Representatives

The employee selected by the Union to act as a Union representative shall be known as the "Steward". There shall not be more than one (1) Steward. The name of the employee selected as such shall be certified in writing to the College by the Union.

6.2 - Labor-Management Committee Meetings

Meetings between representatives of the College and the Union will be held at mutually convenient times and places, within one (1) week following a request by either party. The purpose of these committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the College issues which would improve relationships between the parties. Any such meeting **shall** be on non-working time or if required by the College to be scheduled during the Shop Steward's regular working hours, the Shop Steward shall be reimbursed by the College for regular hours lost for attending such meeting.

ARTICLE VII - SENIORITY

7.1 - Probationary Period

A new employee shall be on probation for the first 90 calendar days of his/her employment. The probationary period may be extended by mutual agreement between the College, the employee, and the Union so long as the extension is agreed upon and confirmed in writing before the end of the initial probationary period. After completion of the probationary period (and extension, if applicable), such employee shall be placed on the seniority list with credit from the date of hire in the bargaining unit. An employee may be terminated during the 90-day probationary period (and extension, if applicable) at the discretion of the College, without recourse to the grievance and arbitration procedure.

7.2 - Seniority

Seniority shall be defined as the total length of continuous service within the bargaining unit.

In matters of layoff, rehire, shift preference as it applies to open positions and vacations within a specific job classification, the College shall give first consideration to those employees with greater seniority. Positions shall not be considered open for purposes of shift preference until the new employee successfully completes the probationary period.

Layoff(s) in any job classification shall typically be in the inverse order of seniority. Seniority shall be considered, along with qualifications, in the event of a layoff. Where ability to perform the job is relatively equal, seniority shall prevail. Management will meet and confer with the Union if it makes a layoff decision based on qualifications rather than seniority. An employee notified that he is to be laid off may utilize his seniority to bump the most junior employee in any classification provided the senior employee is qualified to perform the work as defined in the job description. An employee who wishes to exercise bumping rights shall notify the department manager in writing not more than 48 hours following receipt of written notice that he is to be laid off.

Recall shall be in the inverse order of layoff. The College will not lay off a bargaining unit employee while a temporary or part-time employee is employed in the same classification.

7.3 - Seniority Lists

Every three (3) months, the College shall post on a departmental bulletin board a seniority list showing the continuous service of each employee and his/her current job classification. A copy of the seniority list shall be furnished to the Steward when it is posted. Should any objections arise to seniority listing, such objections shall be made within 30 days after posting the roster, with the exception that any employee who is off work due to injury, illness or layoff at the time of posting the roster shall have a 30 day period after returning to work to enter such objections.

7.4 - Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, layoff for six (6) months, after a continued absence of six (6) months due to sickness or accident which did not arise in the course of employment (unless mutually agreed to extend this period), after an absence of three (3) consecutive working days without proper report off work and upon failure to report for work within five (5) working days after date of receiving notification of recall from layoff, or confirmation of recall by certified mail, return receipt requested (such recall may be made by telephone, mail). Employees off the job because of industrial accident or occupational illness shall continue to accumulate seniority for a period of 12 months and will continue to maintain their seniority status but shall not accumulate seniority after this 12 month period ends. Employees off the job because of accidents or illnesses which did not arise in the course of employment shall continue to accumulate seniority for 60 days.

7.5 - Transfers out of Bargaining Unit

Employees transferred or promoted to positions within the College but outside the Bargaining Unit shall, for a period of 12 months, maintain their seniority status, but shall not accumulate additional seniority. Such employees may exercise their seniority in the Bargaining Unit only so long as they return to the Bargaining Unit not later than 12 months from the date of their transfer.

7.6 - Rehires

If an employee is terminated and rehired within four (4) months, his/her seniority shall date back to the original hiring-in date for the purpose of computing vacation pay.

7.7 - Job Opening

Job openings will be posted for three (3) working days before such openings are filled by the employment of a person from outside of the Maintenance Department. Employees in the Maintenance Department at the time of such opening who apply in writing and outside applicants will be considered for such openings based on qualifications and seniority. An employee filling a vacancy under this Section shall have up to 15 working days to prove his ability. If he is unable to perform the job in a satisfactory manner during this period, he shall have the right to return to his previous job.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

8.1 The College shall not discharge or suspend an employee without just cause. The College recognizes the principle of progressive discipline for disciplinary matters and agrees to follow such principle in the normal, customary manner, depending upon the seriousness of an offense.

8.2 Copies of termination, suspension, or warning notices will be provided to the Shop Steward designated by the Union. Such notices will also be mailed immediately by the College to the Local Union.

8.3 Warning notices shall be removed from an employee's file not later than 12 months following date of issue, except, however, warning notices for violations of any of the following College policies, which shall remain in the employee's file permanently:

Alcohol and Drugs
Workplace Violence and Abusive Behavior
Sexual Harassment
Discrimination and Harassment

8.4 An employee shall have the right to protest any warning notice, suspension, or discharge under the terms of the Grievance Procedure.

ARTICLE IX - HOURS OF WORK

9.1 - Regular Hours

All employees shall be scheduled to work on a regular work shift. Each shift shall have regular starting and quitting times, which may differ between employees. The work week for FLSA purposes shall be defined as Monday through Sunday. In the event the College establishes swing or graveyard shifts (following an orientation period on day shift), or regular schedules that include Sunday work, employees in the classification involved shall be able to exercise preferences by seniority. No employee shall be required to work a split shift.

9.2 - Work Schedules

Normal schedules showing employee shifts, workdays, and hours shall be posted on a department bulletin board at all times. Upon mutual agreement between the supervisor and employee, four (4) day work weeks of 37.5 hours may be scheduled with such daily hours as the supervisor and employee shall mutually agree. The College in its discretion may return to a normal work schedule.

9.3 - Regular Work Week

The parties agree that the regular work week for the Maintenance Department shall be 37.5 hours, effective June 1, 2010 and thereafter. The regular work week for any employee shall be made up of five (5) consecutive workdays, or four (4) consecutive workdays. The parties agree the regular work week shall be 37.5 hours. The regular work day shall be defined as 7.5 hours. The work day for four (4) day work weeks shall be defined between the College and the employee by mutual agreement.

9.4 - Meal Periods

Except as otherwise agreed, employees shall receive a one-half hour unpaid meal period during each work shift. Meal periods shall be scheduled by the supervisor at the middle of the shift, to the extent practical. Travel time, if any, to the meal area shall be considered part of the meal period.

9.5 - Rest Periods

Employees shall be allowed a 15-minute rest period during each half shift. Timing of the rest period shall be designated by the supervisor and shall be as nearly as practical at the middle of each half shift. Rest periods shall be measured from the time an employee ceases to work to the time work is resumed. Travel time, if any, to the break area shall be considered as part of the rest period. A 15-minute rest period shall be provided after two (2) hours of overtime work following the end of the shift.

ARTICLE X - WAGES AND SPECIAL PAY PROVISIONS

10.1 - Wages

Effective June 1, 2008, employees shall be paid at the rates set forth in Exhibit 'A'. Employees shall be hired at not less than the hiring rate. Upon successful completion of the probationary period, employees will be advanced to the completion-of-probation-rate. Employees will be advanced to the one (1) year scale rate on the one (1) year anniversary of their date of hire unless the employee has received not less than 30 days' written notice that his/her performance is unsatisfactory and that the employee will not be advanced to the one (1) year scale rate unless performance improves to a satisfactory level by the anniversary date. Employees will be advanced to the two (2) year scale rate on the second year anniversary of their date of hire unless the employee has received not less than 30 days' written notice that his/her performance is unsatisfactory and the employee will not be advanced to the two (2) year scale rate unless performance improves to a satisfactory level by the anniversary date. If advancement to either scale rate is withheld based on such notice, the employee will be given an additional period not to exceed 60 days following the anniversary within which to improve performance to an acceptable level and receive the advancement at that point in time.

Effective June 1, 2009, all rate scales shall be increased based on the All Urban Consumers Price Index (All Cities Average, All Items CPI 1982-1984=100). The increase will be made in accordance with the percentage change for the April 2008 to the April 2009 index. A minimum increase of four (4) percent will be guaranteed, with the maximum increase limited to six (6) percent. If the CPI increase exceeds seven (7) percent, the Union may upon request before June 1, 2009 open the Agreement for negotiation of wage rates only.

Effective June 1, 2010, all rate scales shall be increased based on the All Urban Consumers Price Index (All Cities Average, All Items CPI 1982-1984=100). The increase will be made in accordance with the percentage change for the April 2009 to the April 2010 index. A minimum increase of 3.5 percent will be guaranteed, with the maximum increase limited to six (6) percent. The increase determined in accordance with this paragraph will be adjusted by adding 1.75 to the percentage increase (for instance, if the increase is 3.5 percent it will be increased to 5.25 percent). If the CPI increase exceeds seven (7) percent, the Union may upon request before June 1, 2010 open the Agreement for negotiation of wage rates only.

Effective June 1, 2011, all rate scales shall be increased based on the All Urban Consumers Price Index (All Cities Average, All Items CPI 1982-1984=100). The increase will be made in accordance with the percentage change for the April 2010 to the April 2011 index. A minimum increase of 3.5 percent will be guaranteed, with the maximum increase limited to six (6) percent. The increase determined in accordance with this paragraph will be adjusted by subtracting 1.75 from the percentage increase (for instance, if the increase is 3.5 percent it will be reduced to 1.75 percent). If the CPI increase exceeds seven (7) percent, the Union may upon request before June 1, 2011 open the Agreement for negotiation of wage rates only.

The College and Union agree to grandfather the lone Groundskeeper 2 applying the same percentage increases to his wage rate as applied to the Groundskeeper 1 classification.

10.2 - Swing Shift Premiums

Any shift with a start time of 2:00pm or later shall receive an additional 50 cents per hour for all hours worked that day.

If the College starts a third shift with a start time of 10:00pm or later, it is agreed that the College and Union shall meet and negotiate a shift premium for that shift.

10.3 - Work in a Higher Classification or Position

Whenever an employee performs any work in a classification or position above that in which the employee is normally employed, for more than two (2) hours, the employee shall be paid at the higher rate for those hours in excess of the first two (2) hours.

10.4 - Pay Periods

Wages shall be paid in accordance with the current practice for this Bargaining Unit subject to changes required by State or Federal wage and hour law.

10.5 - Call-Back Time

Any employee called back to work after his/her regularly scheduled shift shall be paid for the call-back hours at the time and one-half rate with a minimum guarantee of four (4) hours.

10.6 - Reporting Time

Any employee who is scheduled to report to work and who is not notified not to report at least two (2) hours prior to his/her scheduled starting time, and who reports for work as scheduled, shall be guaranteed four (4) hours of work.

10.7 - Overtime

Time and one-half an employee's regular hourly rate of pay shall be paid for all work performed in excess of 40 hours per work week, subject to changes required by State or Federal wage and hour law. This shall be true even though Maintenance Department employees will typically work a 37.5 hour work week. Employees will work additional hours between 37.5 hours and 40 hours, and will work overtime when requested as required to meet deadlines. Department supervisors must approve all overtime in advance. Overtime shall be paid on regular pay days.

10.8 - Scheduled or Unscheduled Overtime

Scheduled overtime shall be such hours as the operational demands or needs of the College may require. Except in cases of emergency, employees shall be notified of required overtime at least one (1) hour prior to the end of their scheduled shift. When scheduled overtime is required, employees will be requested to work by following the procedure of starting at the top of the seniority list within the classification and running the list each time. If the College is unable to recruit the necessary number of employees in this manner, junior employees will be required to work in the reverse order of seniority until the crew has been obtained.

If overtime is unscheduled, it will not be considered necessary for the College to request employees who are unavailable (for instance, not on campus) to work overtime, nor will it be considered necessary to recruit senior employees when a junior employee is already on the job that requires overtime to complete if in the College's judgment it can be completed more efficiently by the junior employee.

10.9 - Release Days

This Section shall apply to regularly scheduled days and hours of work when the College releases employees for their work obligations. Employees who are not required by the department manager to work during release hours shall be paid at their regular rate for the hours released. Employees who are required to work shall receive their regular pay for the hours worked and shall be entitled to pay, at the straight rate, equal to the number of release hours.

10.10 - School Closures

When conditions warrant, the President or designated representative may authorize closure of the College or specific areas of the College. In the event of a closure during the work day, affected employees will be paid for the duration of their regularly scheduled shift.

10.11 - Inclement Weather

In the event of inclement weather, the College will be closed at the discretion of the President or designated representative. In the event of an authorized closure, payment for the day will be as follows:

1. If the College is officially closed, the employee is not expected to report to work unless requested, and will be compensated for the regularly scheduled work day. Employees will follow posted instructions about phoning their supervisor, prior to the regular scheduled beginning of their shift, to determine if they are to report to work. If the employee works, they will be paid for this day plus actual time worked at straight time.

2. If the College or the Maintenance Department experiences a delayed opening, the employee is expected to report to work at the announced opening time, but will be paid for the complete regularly scheduled work day. Employees will follow posted instructions about phoning their supervisor prior to the regular scheduled beginning of their shift, to determine when they are to report to work. Employees required to report before the delayed opening will be paid their normal wages plus a premium equal to straight time wages for the early hours.

3. If the College is open, employees are expected to report for work at their regularly scheduled time. If an employee is unable to report to work because of their own personal situation, the supervisor must be notified before the scheduled reporting time. The employee may then use accrued vacation in order to be paid for the day. If the employee does not have vacation time accrued, the time off will be without pay.

Required attendance on a day or at hours that the College is officially closed is up to the discretion of the department manager. Designated employees required to perform essential services will be compensated for their regularly scheduled hours plus regular pay for the hours worked.

ARTICLE XI - HOLIDAYS

11.1 - Holidays

The following days are recognized and observed as paid holidays for employees who would otherwise be scheduled to work on those days:

New Years Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day After Thanksgiving
Christmas Eve Day
Christmas Day
All regular work days between Christmas Day and New Years Day

Additional paid holidays will be recognized in accordance with the annual holiday schedule published by the College and any additional holidays announced by the College for all employees.

11.2 - Holiday Pay

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Eligible employees will be those working their full schedule on the last scheduled workday before and the next scheduled workday after the holiday unless otherwise agreed by management. Holiday pay shall be for the number of hours the employee would normally have been scheduled to work on the day of leave.

11.3 - Weekend Holiday

Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Employees who regularly work other than Monday through Friday, and who do not receive a holiday due to this schedule shall treat their next normally scheduled workday after the holiday as the holiday.

11.4 - Holiday During Vacation

If an employee is on vacation when a holiday occurs, the holiday shall not be charged against such vacation.

11.5 - Holiday Worked

Supervisors, at their discretion, may require an employee to work on a designated holiday. An employee required to work on a holiday will be compensated for the holiday plus regular pay at one time the hours worked.

ARTICLE XII - SICK LEAVE

12.1 - Accrual

Employees shall accrue sick leave at their regular rates of pay, at the rate of one (1) working day per month. Employees who have completed five (5) years of employment with the College will accrue sick leave at the rate of one and a quarter (1.25) days per month. Sick leave will be accrued by an employee in paid status for seventy-five (75) or more hours per month. The benefit accrued for part-time employees will be prorated according to the hours the employee normally works compared to a full workload. It is understood that sick leave is a benefit granted employees exclusively for use in the event of absence from work by reason of the employee's incapacitating illness or injury. The parties agree that any sick leave taken for an FMLA and/or OFLA covered reason will count against the employee's FMLA and/or OFLA leave entitlement, assuming such entitlement exists.

12.2 - Maximum Accrual and Payment

An employee may accumulate up to 130 days of sick leave. Sick leave is provided by the College solely in the nature of insurance against loss of income due to illness or injury as provided in this Article. Accumulated but unused sick leave shall not be paid upon termination of employment for any cause.

12.3 - Utilization

Accumulated but unused sick leave shall be payable for days of work which an employee loses due to incapacitating illness or injury. An employee requiring use of sick leave shall give notice to his/her supervisor or department head prior to commencement of his/her shift, unless physically incapacitated, including in such notice a summary description of the difficulty (e.g., flu or cold, etc.) and a reasonable estimate of the amount of leave anticipated to be necessary for recuperation. Absence from work due to incapacitating illness or accident shall be subject to reasonable verification by the College for the purpose of preventing sick leave abuse.

12.4 - Well Days

Employees who maintain a perfect attendance record by having no absences from scheduled workdays, other than pre-scheduled medical appointments or health related emergencies during each year will be allowed a personal day off, with pay. The year for purposes of this section will be measured by the contract year beginning each June 1. New employees must complete one (1) full year ending May 31st to be eligible. Any such personal day off must be taken in the 12 months immediately following the eligibility year or it will be lost.

ARTICLE XIII - VACATIONS

13.1 - Accrual Rate

Employees will accrue vacation with pay in accordance with the following schedule, based upon the employee's completed years of service and the employment status of the employee:

Completed Years of Service	Vacation	Maximum Accruals
Starting	15 working days	15 days
After one	15 working days	18 days
After two	15 working days	18 days
After three	15 working days	18 days
After four	15 working days	18 days
After five	18 working days	24 days
After ten	24 working days	24 days

13.2 - Vacation Rate of Pay

Each day's vacation pay shall be calculated on the basis of the employee's regular daily wage rate at the time the vacation is taken, without shift differential, overtime, or other premium of any kind.

13.3 - Accumulation of Vacation

Vacation time cannot be earned or accrued in excess of the stated maximum outlined in 13.1. Vacation shall accumulate only in those months in which a full-time employee is compensated for at least seventy-five (75) hours. Vacation with pay for part-time employees regularly scheduled to work 20 or more hours per week shall be pro-rated against the 37.5 hour per week normal full-time workload. Vacation shall not accrue while an employee is on unpaid status. Additional vacation will not be accrued by employees working overtime.

13.4 - Vacation Schedule

Whenever practical, consistent with the needs of the College and the availability of vacation relief, employees shall have the right to select vacation times. It shall be the responsibility of supervisors annually to post list showing the vacation periods. The needs of the College and seniority shall be considered in the event of a conflict between employees over the choice of vacation dates, but each employee shall be permitted to exercise his/her right of seniority only once annually.

13.5 - Payment on Death or Termination

In the event of death, all accumulated but yet unused vacation credit shall be paid in the same manner as the employee's final paycheck. An employee who terminates employment shall be entitled to be paid for vacation accrued but unused as of the date of termination.

ARTICLE XIV - OTHER LEAVES

14.1 - Leave of Absence

When the requirements of the College's services will permit, any employee hereunder, upon written application to the Employer, or as otherwise agreed, may, if the Employer approves, be granted a leave of absence in writing for a period no to exceed six (6) months. Under such leaves, except as provided in Section 7.4, the employee shall retain and continue to accrue seniority for the first 30 days only. After 30 days, seniority shall be maintained. The Union shall be notified of all such leaves. Such leaves may, at the discretion of the College, be renewed or extended for any period. These leaves shall be without pay, and no leave may be granted to accept other gainful employment. At the request of the Union, management will explain and discuss the granting or denial of such leave or extension thereof. Employees returning from an authorized leave of absence or extension thereof will be returned to the job held when the leave was granted, provided the employee remains physically qualified to perform the job. If the job no longer exists, the employee may exercise his seniority commensurate with his ability and seniority standing.

14.2 - Jury Duty and Witness Duty

Should an employee be called to jury duty, he shall continue to receive pay in the amount of his regular daily wage rate up to a maximum of thirty (30) days of missed work. Employees reporting for jury duty service and excused prior to 1:00pm shall report to work. Absence of an employee required to testify as a witness on behalf of the College shall be allowed without loss of compensation. The employee must have completed his probationary period to be eligible for such payments.

14.3 - Funeral Leave

An employee absent from work for the purpose of attending the funeral and making necessary household adjustments because of the death of a member of his/her immediate family will be paid for the time lost from his/her regularly scheduled work up to a maximum of four (4) (five (5) in the case of the death of a parent, sibling, spouse or child) workdays, excluding normal days off. Immediate family is defined to include spouse, children, parents, stepchildren, grandchildren, grandparents, brothers, sisters, sons-in-law, daughters-in-law, and persons bearing the same relation to the employee's spouse. An employee make take a paid one (1) day funeral leave for relatives not in the immediate family. The employee is responsible to notify the supervisor of the need for funeral leave.

14.4 - Military Service

Any employee who is a member of a reserve military force of the United States or of the State of Oregon and who is ordered by the appropriate authorities to attend a training program or perform other duties as a member thereof shall be granted a leave of absence without pay during the period of such activity.

ARTICLE XV - TUITION ASSISTANCE PROGRAMS

Employees covered by this Agreement shall be eligible to participate in the College's Tuition Assistance programs according to College policy in place at the beginning of the semester in which the benefit is used.

ARTICLE XVI - INSURANCE AND PENSION BENEFITS

16.1 - Workers Compensation

All employees will be insured under the provisions of the Oregon Workers' Compensation Act for injuries received while at work for the College. In cases of compensatory injuries under the Workers' Compensation Act, where the employee is able to continue on the job but is required to visit a doctor for treatment upon his orders, such employee shall be allowed a reasonable time off for each doctor's visit for up to two (2) hours per week without a deduction in pay.

16.2 - Medical, Dental and Vision Insurance

Group medical/dental insurance is available for those employees meeting eligibility requirements of the insurance plans. The College shall contribute a portion of the costs. Employees electing to participate in this program shall be subject to the same premium rates and sharing of costs as are uniformly applied to other groups of employees on campus. Any changes in insurance plans and costs during the term of this Agreement shall be no different than those applied to other employees on the campus.

16.3 - Disability Income Insurance

Long-term disability insurance is available to regular employees who work at least 30 hours per week. Coverage begins the first of the month following hire. The College pays the entire cost for basic coverage. Employees may purchase optional insurance to reduce the elimination period to 90 days.

16.4 - Life Insurance

A group term life insurance plan is available for all employees who work 30 hours or more per week for nine or more months per year. The College contributes the entire cost for the basic coverage for employees. The basic policy provides coverage at 1½ times annual salary, with a minimum of $15,000. Proof of insurability is not required for enrollment for the basic coverage if application is made during the first 31 days of employment.

Employees may purchase additional optional term life and dependent insurance, and additional accidental death and dismemberment coverage.

16.5 - Retirement Income

The retirement plan is carried by the Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF). Full-time regular employees who have completed one (1) year of service and otherwise meet the requirements of the College's plan with TIAA/CREF are eligible to participate. The College will contribute ten (10) percent of monthly straight-time earnings to the plan for all eligible employees.

Employees may contribute additional amounts within federally mandated limits.

16.6 - General

If the College improves the benefits provided or the College's contributions under the above plans during the term of this Agreement, the same improvements shall be extended to members of the Bargaining Unit.

16.7 - Other Fringe Benefits

(a) The College maintains fringe benefit programs in addition to those listed in Article 15 and Section 16.1 through 16.5 for the benefit of its employees. In general, these additional programs have been adopted and modified over the years to reflect the College's resources and the needs and desires of its constituent groups of employees. The College reserves the right to adopt new programs and to modify new and existing programs, except for parking privileges, from time to time as they affect employees in the Bargaining Unit, so long as the same modified terms apply to other groups of employees of the College and the Union is notified in advance.

(b) With respect to parking privileges, the College may increase the rate charged to unit employees up to a fee of $375 per year without further bargaining so long as the fee increases also apply to other groups of College employees. If any change is proposed that would increase the annual fee beyond $375, the Union shall be given not less than 30 days' advance notice and the opportunity to negotiate in good faith on the change.

ARTICLE XVII - GENERAL PROVISIONS

17.1 - No Discrimination

The Employer agrees not to discharge or discriminate against any employee because of Union membership. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensations, terms, or conditions of employment, because of race, color, religion, sex, national origin, marital status, mental or physical handicap, sexual orientation or age of such individual. Grievances alleging discrimination will be subject to the grievance procedures provided in this Agreement.

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

17.2 - Bulletin Board

The College will provide space on a suitable bulletin board within the department, to be used by the Union. The Union shall limit its posting of notices to such bulletin boards.

17.3 - Visits by Union Representatives

Authorized representatives of the Union shall have access to the facility during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Contract is being adhered to; provided, that such representative report to the facility manager or his alternate prior to the visitation. There shall be no interruption of the work of Bargaining Unit employees. The Employer shall make a place available for the representative to meet the employees.

17.4 - Safety

Adequate and safe equipment shall be provided for employees, and employees shall be required to utilize such equipment in accordance with the instructions of their supervisor. If an employee reasonably considers equipment or instructions to be unsafe, he/she shall promptly notify the supervisor or department head. An employee requested to accompany an OSHA inspector shall not suffer a loss of wages for time lost from his regular shift during the inspection. The College and employees agree to comply with OSHA regulations. The College agrees to provide required safety equipment at no cost to employees as required by OSHA.

17.5 - Uniforms; Protective Clothing; Tools

Employees are required to wear designated uniforms. The College shall make available a standard annual allowance of $200 ($350 for the first year for new employees only) beginning September 1st of each year for the purchase of uniforms or protective clothing by each employee. The designated maintenance uniform for employees shall consist of a shirt of a solid color and design determined by the College in consultation with the employees. The uniform shall include the specified identification of the College and the employee by name. The employee's name and the identification of the College shall be visible at all times. New employees may purchase clothing after successful completion of the probationary period.

The clothing allowance is intended to be sufficient to provide each Facilities Services employee with five (5) shirts and each employee (with job assignments requiring them to work outdoors) with one (1) set of raingear in addition to the five (5) shirts. The College shall provide two (2) sets of appropriate coveralls or bib overalls annually to the Painters in addition to the standard clothing allowance. The College shall provide Maintenance Engineers, the Fleet Mechanic, and the Controls Technician with appropriate coveralls or bib overalls to establish two (2) serviceable sets of appropriate coveralls or bib overalls on a continuing basis in addition to the standard clothing allowance for each employee in these classifications.

Safety equipment such as harnesses, dust masks, earplugs, earmuffs, safety glasses, goggles, face shields, hard hats, and chemically resistant gloves and aprons will be provided by the College for the use of an employee while engaged in tasks requiring such safety equipment. These items will be provided in addition to the standard clothing allowance.

The cost of maintaining uniforms, protective clothing, and raingear, including fitting, replacement (beyond the $200 annual allowance), cleaning and laundering will be the responsibility of the employee.

Carpenters, mechanics and electricians will be required to provide their own hand tools. Such tools which have been broken or worn through normal wear and tear on the job will be replaced upon presentation to the College. The College will not replace tools which have been lost, misplaced, or misused. Bargaining Unit employees will not be required to loan hand tools to anyone.

17.6 - Identification Cards

Identification cards shall be issued free of charge and shall be made available through the Campus Safety Office. There shall be a reasonable charge for replacement cards. The identification card may be used to establish identity as an employee of the College. Employees having cards shall be entitled to those rights and privileges which the College accords cardholders. Upon termination, employees shall surrender all employee and dependent identification cards.

17.7 - Identification Cards for Dependents

In the manner and for the purposes set forth in Section 17.6, an identification card may be obtained for spouses and children of employees over the age of 12 at the prevailing charge per card. Such cards can be obtained at the College Cashiers Office.

17.8 - Bookstore Privileges

Employees shall be given discounts accorded other College employees in the College Bookstore. The identification card may be used to establish identity as an employee.

17.9 - Physical Examination

The Employer shall bear the cost for physical examinations required by it and shall compensate the employee for hours which the employee would have worked if not required to take the examination.

17.10 - Bargaining Unit Work

The College agrees not to expand its present use of supervisory, student, seasonal, temporary, or part-time employees to perform bargaining unit work. This Section does not guarantee, however, that the College will continue to maintain the present numbers of positions and classifications in the bargaining unit.

ARTICLE XVIII - STATE OR FEDERAL LAW

18.1 - Conflict with Law

Nothing in this Agreement shall be construed to require either of the parties to act contrary to any State or Federal law. In the event such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the law.

18.2 - Changes in Law

In the event of changes in laws affecting a party's obligations under this Agreement, the parties may by mutual agreement, open the Agreement for negotiations regarding any changes that might be appropriate in light of the new laws.

ARTICLE XIX - NO STRIKE - NO LOCKOUT

19.1 - Strikes

The Union and its members, as individuals or as a group, will not initiate, cause, or participate or join in any strike, sympathy strike, work stoppage or slowdown, picketing, or any other restriction of work at any location of the College for the duration of this Agreement. Except for emergencies, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action, in the event an employee refuses to go through or work behind any lawful primary picket line sanctioned by Teamsters Joint Council 37.

In the event of a strike, work stoppage, slowdown, picketing, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, for the duration of this Agreement, the Union will immediately upon notification from the College attempt to secure an immediate and orderly return to work.

Except for emergency situations as referred to above, it shall not be a violation of this Agreement and it shall not be cause for discharge, if any employee shall exercise any rights permitted by law.

19.2 - Lockout

There will be no lockout of employees in the bargaining unit by the College as a consequence of any dispute arising during the period of this Agreement.

ARTICLE XX - DURATION OF AGREEMENT

20.1 - Termination

This Agreement shall become effective as of June 1, 2008, and shall remain in effect until May 31, 2012, and shall continue in effect thereafter unless either party gives 60 days written notice, expressly stating its intention to terminate this Agreement as of May 31, 2012. If such notice is not given, either party may thereafter terminate this Agreement upon 60 days written notice to the other party. Upon receipt of this notice to modify this Agreement, the parties shall meet as soon as practicable for the purpose of negotiating a new Agreement.

20.2 - Closure

This Agreement results from full Collective Bargaining and closes to further bargaining for its term all subjects of Collective Bargaining which were or might have been raised by either party. Either party, may, not earlier than 60 days prior to the end of the initial period, request in writing negotiations for modifications or amendments to this Agreement. Any such notice shall foreclose automatic renewal, and the parties shall negotiate on such modifications and amendments as they may choose to raise in negotiations. In such event, this Agreement shall extend beyond its termination date only as mutually agreed between the parties.

Lewis and Clark College

Carl B. Vance

Carl Vance, Vice President for
Business & Finance/Treasurer

10/8/10

Date

Teamsters Local Union No.305

Tony Andrews

Tony L. Andrews
Secretary-Treasurer

September 27, 2010

Date

Chris Campbell

Chris Campbell
Business Representative

9-27-10

Date

Exhibit A

Rates Effective June 1, 2009

Classification	Hiring Rate	Completion of Probation	1 year Scale	2 Year Scale
Utility Worker	$13.71	$13.97	$14.36	$15.53
Groundskeeper 1	$16.46	$16.78	$17.21	$18.63
General Maintenance	$16.46	$16.78	$17.21	$18.63
Carpenter	$18.06	$18.38	$18.83	$20.34
Painter	$18.19	$18.45	$18.89	$20.46
Dispatcher GM Van Pool	$18.21	$18.51	$18.95	$20.52
Carpenter/Locksmith	$18.99	$19.26	$19.73	$21.29
Maintenance Engineer	$20.12	$20.42	$20.88	$22.53
Electrician	$21.23	$21.51	$21.94	$23.69
Fleet Mechanic	$22.00	$22.33	$22.77	$24.58
Controls Technician	$26.96	$28.31	$28.87	$31.18

Lead Employees receive an extra $1.00 per hour.

Rates effective June 1, 2010

Utility Worker	$14.43	$14.70	$15.11	$16.35
Groundskeeper 1	$17.32	$17.66	$18.11	$19.61
General Maintenance	$17.32	$17.66	$18.11	$19.61
Carpenter	$19.01	$19.34	$19.82	$21.41
Painter	$19.14	$19.42	$19.88	$21.53
Dispatcher GM Van Pool	$19.17	$19.48	$19.94	$21.60
Carpenter/Locksmith	$19.99	$20.27	$20.77	$22.41
Maintenance Engineer	$21.18	$21.49	$21.98	$23.71
Electrician	$22.34	$22.64	$23.09	$24.93
Fleet Mechanic	$23.16	$23.50	$23.97	$25.87
Controls Technician	$28.38	$29.80	$30.39	$32.82

EXHIBIT A

Teamsters

Rates Effective June 1, 2011

Classification	Hiring Rate	Completion of Probation	1 Year Scale	2 Year Scale
Utility Worker	$14.68	$14.96	$15.37	$16.64
Groundskeeper 1	$17.62	$17.97	$18.43	$19.95
General Maintenance	$17.62	$17.97	$18.43	$19.95
Carpenter	$19.34	$19.68	$20.17	$21.78
Painter	$19.47	$19.76	$20.23	$21.91
Dispatcher GM Van Pool	$19.51	$19.82	$20.29	$21.98
Carpenter/Locksmith	$20.34	$20.62	$21.13	$22.80
Maintenance Engineer	$21.55	$21.87	$22.36	$24.12
Electrician	$22.73	$23.04	$23.49	$25.37
Fleet Mechanic	$23.57	$23.91	$24.39	$26.32
Controls Technician	$28.88	$30.32	$30.92	$33.39

Lead employees receive an extra $1.00 per hour.

Rates Effective December 5, 2011

Classification	Hiring Rate	Completion of Probation	1 Year Scale	2 Year Scale
Shuttle Driver	$15.18	$15.71	$16.24	$17.54