



COLLECTIVE BARGAINING AGREEMENT

between

REED COLLEGE



SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 49

in effect from

JULY 1ST, 2018

— *through* —

JUNE 30TH, 2022

3536 SE 26TH AVE PORTLAND, OR 97202



1-800-955-3352 | FAX 503-238-6692

www.SEIU49.ORG

TABLE OF CONTENTS

PREFACE 2

AGREEMENT 2

ARTICLE I - RECOGNITION..... 2

ARTICLE II - UNION SECURITY..... 3

ARTICLE III - DUES DEDUCTION..... 3

ARTICLE IV - ACCESS OF UNION REPRESENTATIVES..... 3

ARTICLE V - SUBCONTRACTING..... 4

ARTICLE VI - NON-DISCRIMINATION..... 4

ARTICLE VII - EMPLOYMENT 4

ARTICLE VIII - SENIORITY..... 5

ARTICLE IX - DISCIPLINE AND DISCHARGE 5

ARTICLE X - SETTLEMENT OF DISPUTES..... 5

ARTICLE XI - HOURS OF WORK 6

ARTICLE XII - HOLIDAYS 8

ARTICLE XIII - VACATIONS 8

ARTICLE XIV - SICK LEAVE..... 9

ARTICLE XV - BEREAVEMENT LEAVE.....10

ARTICLE XVI - JURY DUTY10

ARTICLE XVII - BENEFITS10

ARTICLE XVIII - PAYDAYS10

ARTICLE XIX - REDUCTION OF PAY11

ARTICLE XX - WAGE RATES11

ARTICLE XXI - SAVINGS CLAUSE.....11

ARTICLE XXII - TERM OF AGREEMENT.....12

MEMORANDUM OF UNDERSTANDING.....13

PREFACE

THIS AGREEMENT, resulting from collective bargaining between REED COLLEGE and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, is for the purpose of promoting good relations between the College and the Union, and of making clear the basic provisions upon which such relations depend. It is the intent of both the College and the Union to work together to establish and to maintain proper and acceptable terms and conditions of employment.

The College recognizes the right of employees to organize and to bargain collectively and assures them that, in their exercise of such right, they shall be free from any and all restraint, interference and coercion.

The Union recognizes the peculiar circumstances inherent in educational institutions which operate on different schedules at different times of the year and which have residential facilities in varying degrees throughout the year.

The Union recognizes the right of the College to give work to worthy and deserving students, since such employment frequently is a crucial means by which such students may obtain an education.

Employees shall feel free to consult with the Union concerning matters within the framework of this Agreement. The Union is the instrument of the employees and was organized by them to serve their needs.

AGREEMENT

THIS AGREEMENT is made and entered into by and between REED COLLEGE of Portland, Oregon, hereinafter designated the Employer, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, of Portland, Oregon, hereinafter designated as the Union, for the purpose of governing their mutual business relations.

ARTICLE I - RECOGNITION

Section 1.1 - The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employment of all persons coming under the jurisdiction of the Service Employees International Union, Local No. 49, with respect to wages, hours and working conditions, adjustment of grievances existing under the Agreement, and all other pertinent matters.

Section 1.2 - Exclusions:

1. Supervisors who have the right to hire and fire, to enforce discipline, or to promote employees.
2. Reed College students. It is understood that a regular employee dismissed by the Employer will not be replaced by student labor.

3. All donated work of any kind whatsoever.
4. On call, temporary, limited duration, and contract employees.
 - a. An on call employee may not work more than 690 hours in a calendar year.
 - b. Temporary, limited duration, and contract employees may not be employed for longer than 4 consecutive months. Should such an employee be retained in the same position for longer than 4 consecutive months, the employee's service date will be the original date of hire.

ARTICLE II - UNION SECURITY

Section 2.1 - It shall be a condition of employment that all employees of the Employer currently covered by this Agreement shall pay, in accordance with the constitution and by-laws of the Union, the initiation fee and periodic dues or fees customarily required by the Union.

Section 2.2 - It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, and on or after the thirty-first (31st) day following the beginning of such employment, shall pay, in accordance with the constitution and by-laws of the Union, the initiation fee and periodic dues or fees customarily required by the Union.

ARTICLE III - DUES DEDUCTION

Section 3.1 - The Employer agrees, within thirty-one (31) days of the date of hiring, to notify the Union of the name and address of each new employee. The Employer agrees, within thirty-one (31) days of the date of hiring or upon receipt of signed authorization **(to include electronic signatures, consistent with state and federal law)**, to deduct from wages monthly dues, initiation fees, other fees required, and voluntary COPE contributions and forward to the Union. **The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "signed authorization" for purposes of this Agreement.**

Section 3.2 - The Employer agrees to enclose with each monthly payment a list of covered employees with their home address, telephone number, **personal email addresses (if available)**, unique employee identification number, job classification, regularly scheduled hours of work, shift, monthly pay excluding overtime, **language preference (if available)**, and the amount deducted.

ARTICLE IV - ACCESS OF UNION REPRESENTATIVES

Section 4.1 - Union representatives shall have access to all properties covered by this Agreement to discharge their duties as representatives of the Union, excepting students' private sleeping rooms. Union representatives shall notify the Director of Human Resources at least 24 hours prior to visiting campus. Access will also be

prohibited in laboratories, classrooms, offices, meeting rooms or other like areas when in active use.

Section 4.2 - At no time shall representatives or the Union interrupt the work of Reed College employees. Should it be necessary for a Union representative to speak with an employee at the work site, the employee may move his/her break time in order to meet with the representative. Should a Union representative interrupt the work of employees, the Employer reserves the right to ask the representative to leave the campus.

Section 4.3 - The Union shall notify the Director of Human Resources in advance of any and all Union representatives assigned to perform Union duties at Reed College. Should a Union representative who has not been properly identified as indicated above seek access to the campus, the Employer reserves the right to refuse access.

ARTICLE V - SUBCONTRACTING

It is understood that Reed College shall not contract out any work done by regular employees unless the Employer informs the Union at least thirty (30) days prior to the contracting, and that all present employees shall be offered employment and the Company will maintain at least the present wages and comparable benefits.

ARTICLE VI - NON-DISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of Union membership or Union activities. The Union **and Employer will not discriminate against employees** because of race, color, sex, **gender identity, gender expression**, religion, age, national origin, disability, marital status, sexual orientation, **veteran status, medical condition and/or disability (as defined by applicable law)**, or any other characteristics or circumstances protected by law.

The Union and Employer agree that employees should have access to information about their rights in the workplace, including rights to be free from discrimination, sexual harassment, retaliation, and any other form of severe and pervasive conduct in the workplace that belittles or demeans any individual. Annually, the Union may hold a one-hour session on work time to familiarize bargaining unit employees with equity and inclusion practices, protections against retaliation, the terms of this Agreement and other Union rights and protections as they relate to freedom from retaliation and/or discrimination.

ARTICLE VII - EMPLOYMENT

Section 7.1 - The Employer will post internally new and/or vacant positions for Custodian/Combination Worker for three (3) working days prior to **posting externally**. The posting will include the assigned areas, shift and days scheduled to work. If the Employer wishes to permanently alter an employee's assigned areas outside of the time of the posting, the supervisor and manager will first hold a meeting with the employees affected and (if requested by either employee) the shop steward on

the shift in question to discuss the change and attempt to come to agreement about it.

Section 7.2 - The Employer shall be the judge of the qualifications and performance of all employees and shall have the sole right to hire any employee.

Section 7.3 - Employees shall be considered probationary employees during the first four (4) months of employment. During the probationary period, employees may be discharged without recourse to the grievance procedure.

Section 7.4 - It is agreed that all employees covered by this Agreement shall be recognized as combination workers and may be required to work at any type of work as need may arise.

Section 7.5 - In the event of an on-the-job accident, whether or not the employee sustains an injury, an accident report shall be completed within 72 hours of the occurrence.

ARTICLE VIII - SENIORITY

Section 8.1 - After six months of employment, seniority shall apply retroactively to the date of hire.

Section 8.2 - Reduction of force or reduction in hours will be based on seniority within each employment classification provided the remaining employees have the experience and ability to perform the work.

Section 8.3 - Reed College Building Services management staff will base promotions and transfers within the bargaining unit on several factors including but not limited to qualifications, seniority, and availability.

ARTICLE IX - DISCIPLINE AND DISCHARGE

Section 9.1 - Employees will be disciplined for just cause within the following general guidelines: oral warning, written warning, suspension, discharge. However, the Employer reserves the right to skip any step within these general guidelines if the incident, in the Employer's sole judgement, warrants it.

Section 9.2 - Failure to call in more than three times as detailed in Article XI, Section 11.7 shall be grounds for immediate dismissal. The same shall apply to leaving work before the end of shift, except for scheduled lunch breaks. The Employer recognizes there may be mitigating circumstances which could cause a hardship on the employee.

ARTICLE X - SETTLEMENT OF DISPUTES

Section 10.1 - All employees shall be governed by College policies and procedures unless specifically addressed under the terms of this Agreement. For those policies and procedures which include a grievance procedure, it is understood that the grievance

procedure described herein will be the substitute for those employees covered under this bargaining agreement.

Section 10.2 - All difficulties arising out of the interpretation of this Agreement shall be resolved in accordance with the following steps:

Step 1: Prior to filing a written grievance, the employee must have discussed the cause of complaint with the supervisor, or his/her designee.

Step 2: Within no more than 10 working days from the cause of complaint, or the employee's reasonable knowledge of the cause of complaint, the employee or the Union on behalf of the employee must file a written grievance with copies to the 1 - the supervisor, 2 - the Director of Facilities Operations, and 3 - the Human Resources Office. Within 10 working days of receipt of the written grievance, the Director of Facilities Operations, or his/her designee, will contact the employee to discuss the grievance.

Step 3: If the complaint is not resolved at Step 2, within 5 working days of the discussion in Step 2, the employee will notify Human Resources in writing that the grievance is now at Step 3. Within 10 working days of receipt of the notice at Step 3, the Director of Human Resources, or his/her designee, will contact the employee and his/her bargaining representative to discuss the grievance.

Step 4: If the above parties are unable to resolve the complaint at Step 3, the matter shall be referred to one umpire selected by the Union and the Employer who shall be a qualified and disinterested person, and who shall have the deciding vote in the matter at issue. The decision of the umpire shall be final and binding upon all concerned. Each party shall pay one-half (1/2) of the costs of the umpire. There shall be no interruptions of work by the Employer or by the employees, pending, during, or after such final adjustment.

Section 10.3 - The Employer and the Union, realizing that a college is different in its operation from industries because of the type of service rendered to the community, and for humanitarian reasons, agree that there shall be no lock-outs on the part of the Employer, nor suspensions of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, picketing, or work stoppage, and that all disputes shall be settled by adjustment between parties, as herein provided.

ARTICLE XI - HOURS OF WORK

Section 11.1 - Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. All work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall constitute overtime and shall be paid for at the rate of time and one-half (1-1/2). The forty (40) hour week shall be worked in five (5) consecutive days.

Section 11.2 - Work schedules shall provide for an additional one-half (1/2) hour each day, on the employee's own time, for lunch or supper.

Section 11.3 - No employee shall be called for less than four (4) hours work in any one (1) day. Any employee called back after the regular shift, if he/she had already worked eight (8) hours, shall receive at least two (2) hours pay at the overtime rate which shall be time and one-half (1-1/2).

Section 11.4 - No employee shall be required to work a split shift unless it is mutually agreed upon by the employee and the Employer.

Section 11.5 - Any working time requiring overtime pay must be requested and approved in advance by the supervisor. Assigned overtime is mandatory and based on a revolving list of eligibility with those who desire to work overtime having priority over those who choose not to work overtime.

The Employer will maintain three **sign-up** lists so that employees can indicate which type of overtime they would like to work:

1. **Scheduled Events Overtime (one list for all custodians)**
2. **Extended Shift Overtime (one list for each shift), and**
3. **Emergency Overtime (one list for all custodians)**

Names were initially arranged by seniority and all new names will be added to the bottom of the list. **When an employee works overtime, their name goes to the bottom of that list. If an overtime assignment requires a special skill, such as driving, the supervisor will assign the overtime to the first person on the list who has that skill.**

Should there be a need for overtime and no employee wishes to work it, the overtime work will be assigned on a rotating basis in reverse order of seniority.

Employees called in for emergency overtime shall be paid for four hours of work, irrespective of how long the emergency job takes. A minimum of two hours or time worked, whichever is greater, will be paid at time-and-one-half and the remainder will be paid as straight-time.

In the case of scheduled events overtime, if the work for which the overtime was foreseen is completed in less than four (4) hours, the employee may leave campus and be paid at the straight time rate of pay for the remainder of the four hours.

Section 11.6 - Employees shall attend all safety and training meetings scheduled during their assigned shift.

Section 11.7 - Employees who need to miss work unexpectedly or need to be late to work unexpectedly will inform their supervisor as far in advance as practicable, ideally no later than one hour in advance. This is so the supervisor and the crew can make an adjustment to cover the work, if necessary.

Section 11.8 - Employees assigned to negotiate this contract or conduct union business with the College shall be paid only for actual hours worked. The four-hour minimum in Section 11.3 shall not apply in these circumstances. The only exception is in the case of investigatory meetings conducted by the Employer where the employee reasonably

believes the investigation may be leading to disciplinary action being taken. In such instances, if a Shop Steward attends the investigatory meeting, the Shop Steward's wages for time spent will be paid by the Employer.

ARTICLE XII - HOLIDAYS

Section 12.1 - The following shall be recognized as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Employee's birthday	Christmas
MLK holiday (as observed by Reed College)	

Section 12.2 - If other official College holiday time is granted to non-academic employees generally by the Employer, it shall apply also to employees covered by and under this Agreement.

Section 12.3 - If required, because of business needs, employees working on an official College holiday shall be granted, at their option, either another day off during the week preceding or following the holiday, for which they will receive their full regular pay, or extra pay, at the rate of time and one-half (1-1/2), for the time worked on such a holiday.

Section 12.4 - If a holiday occurs during an employee's vacation, the employee will receive pay for the day of the holiday and the time will not be charged to vacation time.

Section 12.5 - If a holiday occurs on an employee's regularly scheduled day off, any employee not working on the holiday may choose to take another day off during the week preceding or following the holiday, or shall be paid for the holiday.

ARTICLE XIII - VACATIONS

Section 13.1 - All employees who have been continuously employed shall, on their anniversary date with the College, be eligible for the following vacation accrual:

Service	Days		
	7/1/18	7/1/19	7/1/20
Hire date through 4 years	15	16	17
Five (5) years	20	21	22
Six (6) years	21	22	22
Seven (7) or more years	22	22	22

Vacation will be accrued as follows:

Days:	Accrual per pay period:
15	4.62 hours
16	4.92 hours
17	5.23 hours
20	6.15 hours
21	6.46 hours
22	6.77 hours

Section 13.2 - In the event of termination of employment prior to six (6) months, no vacation is accrued. In the event of termination after six (6) months, an employee shall receive the vacation accrual payment for which he/she is eligible only if the employee has given two (2) weeks' prior written notice of voluntary resignation.

Section 13.3 - Vacations shall be taken at times desired by employees as far as practicable, but the final allotment of vacation period is reserved by the Employer to insure orderly and efficient operation of the institution. Employees may utilize vacation as soon as it is earned but cannot use vacation in advance of accruing it. Sick leave cannot be used to cover vacation requests.

Section 13.4 - Vacation pay shall be based upon the employee's regular schedule of hours of work per week and his/her regular rate of pay at the time the vacation is taken.

Section 13.5 - No employee will be required to use vacation during periods of shut-down.

ARTICLE XIV - SICK LEAVE

Section 14.1 - Employees shall be entitled to a maximum of twelve (12) working days sick leave annually. This is accumulated at the rate of one (1) day per month, effective when hired, and the accumulation shall extend over a period of three (3) years to a total of thirty-six (36) days. Employees may utilize sick leave as soon as it is earned.

Section 14.2 - All employees who voluntarily terminate after one (1) year shall be entitled to 100% of all unused sick leave, up to a maximum of thirty-six (36) days.

Section 14.3 - Employees are required to give two (2) weeks written notice of intended termination. Failure to give such notice will result in loss of any earned sick leave pay. The Employer agrees to be reasonable and observe cases of hardship.

Section 14.4 - The Employer may require proof of illness, in cases of absence of three (3) days or more. Reasonable suspicion of abuse of sick leave may also result in proof of illness being required.

ARTICLE XV - BEREAVEMENT LEAVE

Section 15.1 - When a death occurs to a member of an employee's immediate family, the employee, at his/her request, will be granted reasonable and necessary time off as bereavement leave and will be compensated at his/her regular straight hourly rate for hours lost from his/her regular schedule for a maximum of three (3) days compensation.

Section 15.2 - Members of an employee's immediate family shall be limited to the employee's father, mother, step-parents, brothers, sisters, wife, husband, children, step-children, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents and grandchildren, or another person living in the same household as the employee.

Section 15.3 – The Employer may require verification of death.

ARTICLE XVI - JURY DUTY

Section 16.1 - Any regular employee who is required to perform jury duty will be entitled to reimbursement at the straight time hourly rate of his/her regular job provided, however, that such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service.

Section 16.2 - Day shift employees will be required to report for work if their jury service ends on any day in time to permit at least four (4) hours work in the balance of their regular shift. Other shift employees will not be required to report for work on any day in which they have performed jury service for more than four (4) hours.

Section 16.3 - Any jury duty pay derived from jury duty will be reimbursed to the College.

ARTICLE XVII - BENEFITS

Section 17.1 - The normal College policies covering benefit plans for non-academic employees, who are not administrative officers of the College, shall apply to employees covered herein. The benefits shall be those provided for in the Staff Policies and Procedures Manual and as modified for eligible staff either within or outside the normal open enrollment period.

Section 17.2 - The normal policies of the College as provided for in the Staff Policies and Procedures Manual regarding retirement shall apply to employees covered herein.

ARTICLE XVIII - PAYDAYS

Employees covered by this Agreement will be paid every other Friday for the two (2) week period ending the previous Sunday.

ARTICLE XIX - REDUCTION OF PAY

No employee shall receive a reduction in pay by reason of the adoption of this Agreement.

ARTICLE XX - WAGE RATES

Section 20.1 – There shall be six levels of pay based on seniority: employees who have less than three years of service; three through five years of service, six through eight years of service, nine through eleven years of service, twelve through fourteen years of service and fifteen or more years of service. Employees who were being paid at a higher rate than called for the by wage scale adopted on July 1st, 2014 will be grandfathered at their current rate of pay and will continue to receive the across-the-board salary scale adjustments **as set forth below** on July 1st of each year. Once each of the grandfathered employees reaches a step on the wage scale that results in a wage increase, they will no longer be grandfathered. **Effective July 1, 2018, all levels of pay will be increased by one dollar and fifty cents (\$1.50).**

Section 20.2 - Employees will be hired for (or will transfer to) a particular shift; day, evening or night. Shift differential: All employees hired to work the evening shift shall be paid an additional 2.25% per hour over the day shift rate and all employees hired to work night shift shall be paid an additional 4% per hour over the day shift rate for each hour worked. On occasion, an employee may be asked to work a different shift. In this situation, the employee will be paid the shift differential that applies to that shift.

If an employee transfers from a shift with a higher shift differential to a shift with a lower shift differential, the employee will maintain their rate of pay (including the shift differential). The employee will continue to receive the across-the-board increases on July 1st of each year, but will not receive seniority increases until their pay is equal to that of similarly-situated employees on their current shift.

Section 20.3 - On July 1st of 2019, 2020 and 2021, employee wages shall be adjusted by the across-the-board salary scale adjustment for College non-academic staff **plus an additional 1%.**

Section 20.4 – **Employees assigned to the truck will be paid an additional 4% per hour. Those with lead duties will be paid an additional 8% per hour.**

ARTICLE XXI - Savings Clause

If any term of this Agreement is found to be unlawful or unenforceable, the parties shall immediately renegotiate the term found to be unlawful or unenforceable, if deemed necessary by either party. In the interim, the parties will enforce or perform the term to the extent permitted by law. When bargaining under these circumstances, the parties agree to negotiate a replacement term that provides, as closely as possible, the same benefit or circumstance as the original provision. All other terms of this Agreement and the Agreement as a whole will remain in effect.

ARTICLE XXII - TERM OF AGREEMENT

Section 22.1 - This Agreement shall be in full force and effect during the period from July 1, 2018 to and including June 30, 2022.

Section 22.2 - Either party desiring to change, modify, or terminate this Agreement may do so by giving written notice to the other party of its intent to do so at least sixty (60) days prior to the 30th day of June, 2022. In the event such notice is not given, this Agreement shall continue in effect for the ensuing year and annually thereafter until a notice, as aforesaid by the party desiring the change, is given the other party not less than sixty (60) days prior to any succeeding anniversary date (June 30th).

DATED at Portland, Oregon, as of this _____ day of _____, 2018.

FOR THE EMPLOYER:
REED COLLEGE

FOR THE UNION:
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 49

Lorraine Arvin
Vice President/Treasurer

Meg Niemi
SEIU Local 49 President

Michelle Valintis
Director, Human Resources

Toi Jones
Custodian / Combination Worker

Katrina Tanner
Assistant Director, Human Resources

Ray Krebs
Custodian / Combination Worker

Thabet Mosaad
Custodian / Combination Worker

Anna Roberts
SEIU 49 Organizer

**Reed College and SEIU
Memorandum of Understanding
June 29, 2011**

The college will ask one of the two recommended custodian/combination workers to serve a term on the college's Faculty-Staff Benefits Committee. The term would start in the academic year 2011-12.

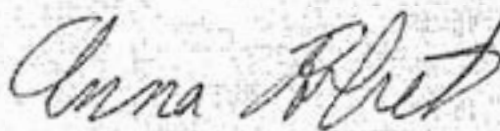
In the 2011 Fall Semester the college will raise the following issues with the Faculty-Staff Benefits Committee for its consideration and recommendation to the President.

1. The establishment of a sick leave bank.
2. Should vision care, including coverage for glasses, be added to the college's current medical plans?

The parties agree that custodians/combination workers' premiums for Reed's core medical package will be no more than the greater of:

- 9.5% of their average monthly income for the preceding calendar year,
- 9.5% of the average monthly income that would have been earned if the custodian/combination worker had been compensated for 2080 hours in the preceding calendar year


Edwin O. McFarlane
Vice President/Treasurer


6/29/11