

ARTICLE 1 – RECOGNITION / DEFINITION.....	1
A. Recognition .....	1
B. Definition of Terms .....	1
ARTICLE 2 - SCOPE AND EFFECT OF AGREEMENT .....	3
A. Scope of Agreement.....	3
1. Entire Agreement .....	3
2. Maintenance.....	3
3. Waiver of Bargaining.....	3
4. CAMAT Review Process .....	3
5. Modifications in Writing .....	3
B. Savings Clause .....	4
C. Nondiscrimination - Nonreprisal .....	4
D. Funding.....	4
E. Term of Agreement .....	4
ARTICLE 3 - STATEMENT OF RIGHTS: MANAGEMENT AND ASSOCIATION .....	6
A. Management Rights .....	6
B. Association Rights.....	6
1. Use of College Facilities.....	6
2. Bulletin Boards/Web.....	7
3. Communications .....	7
4. Association Meetings .....	7
5. Association Dues .....	7
a) Association Dues Check-Off.....	7
b) Hold Harmless.....	7
ARTICLE 4 - HOURS AND OVERTIME.....	8
A. Work Week.....	8
B. Work Hours .....	8
C. Meal Break .....	8
D. Rest Period .....	8
E. Overtime.....	8
F. Call Back and Unscheduled Work .....	9
G. College Facility Closure .....	9
H. Pay for Inservice/Training .....	9
I. Travel.....	9
J. Calculation of Hours.....	10
ARTICLE 5 - HOLIDAYS.....	11
A. Designation .....	11
B. Eligibility for Holiday Pay .....	11
C. Holiday Accommodation .....	11
D. Holiday Pay.....	11
ARTICLE 6 - VACATION.....	12
A. Accrual Rate.....	12
B. Credit After Probation.....	13
C. Vacation Credit Report.....	13

D. Limitations .....	13
E. Payment Upon Resignation or Termination.....	13
ARTICLE 7 - ILLNESS AND INJURY LEAVE .....	14
A. Personal Illness .....	14
1. Amount.....	14
2. Limits and Usage .....	14
3. Definition .....	14
4. Transfer In.....	14
5. Procedure for Usage .....	14
6. Retirement Credit .....	14
7. Sick Leave Statement .....	14
8. Physician's Statement.....	14
B. On-the-Job Injury Leave.....	15
1. Notification of Injury.....	15
2. Workers' Compensation Payments .....	15
3. Substitute Employment .....	15
4. Returning to Work .....	15
ARTICLE 8 - OTHER LEAVES .....	17
A. General Rule .....	17
B. Leaves Without Compensation.....	17
1. Continuous Employment .....	17
2. Discretionary Leave .....	17
3. Family and Medical Leave .....	17
4. Parental Leave .....	18
C. Paid Leave .....	18
1. Jury Duty and Other Legal Leave.....	18
2. Personal Contract Leave.....	19
3. Association Activity Leave.....	19
4. Wellness Breaks .....	19
ARTICLE 9 - COMPENSATION .....	20
A. Salary Schedule .....	20
1. Annual Increase to Salary Schedule .....	20
2. Annual Adjustment on the Salary Schedule .....	20
3. College Closure #1 .....	20
4. College Closure #2.....	20
5. College Closure Hours Scheduling .....	20
6. College Closure Hours Calculation .....	21
7. Longevity.....	21
B. Salary Schedule Placement .....	21
1. New Members .....	21
2. Temporary Assignments .....	21
3. Reclassification/Promotional Advancement to a Higher Group.....	21
4. Transfer Without an Advertised Opening .....	22
a) Within the Same Group .....	22
b) To a Position in a Lower Group .....	22

5.	Selection of a Current Classified Employee for an Advertised Opening.....	22
a)	When the Position is in a Higher Group .....	22
b)	When the Position is in the Same Group.....	22
c)	When the Position is in a Lower Group .....	22
C.	Group Insurance Coverage .....	22
1.	Plan.....	22
2.	Eligibility .....	23
D.	PERS/OPSRP Contributions.....	23
E.	Tuition Waiver .....	23
1.	Eligibility .....	23
2.	Limitations.....	24
3.	Attendance on Own Time.....	24
4.	Directed Study.....	24
G.	Retirement .....	24
1.	Pre-Retirement Salary Adjustment.....	24
2.	Post-Retirement Benefit .....	25
ARTICLE 10 -	PERSONNEL ADMINISTRATION .....	26
A.	General .....	26
1.	Position Description .....	26
2.	Vacancy Notices .....	26
3.	Notice to New Members.....	26
4.	Evaluation .....	26
B.	Probationary Period.....	26
1.	Definition .....	26
2.	Early Appointment to Regular Status .....	27
3.	New Probation.....	27
4.	Probationary Status.....	27
5.	Rights During Probation .....	27
6.	End of Probation and Continuation .....	27
C.	Personnel File .....	28
1.	Official File .....	28
2.	Inspection.....	28
3.	Copies.....	28
4.	Use of Information for Discipline .....	28
ARTICLE 11 -	EMPLOYMENT OPPORTUNITIES.....	30
A.	Intent .....	30
B.	Promotional Option.....	30
ARTICLE 12 -	SUSPENSION, WARNINGS, DEMOTION, AND DISCHARGE.....	31
A.	Disciplinary Actions. ....	31
B.	Progressive Discipline .....	31
C.	Right to Representation .....	31
D.	Appeals .....	31
E.	Probationary Employees .....	31
ARTICLE 13 -	LAYOFF AND RECALL.....	32
A.	Reasons .....	32

B. Notice .....	32
C. Seniority .....	32
D. Order .....	32
E. Alternate Employment .....	33
F. Recall .....	33
G. Recall - Status and Benefits.....	33
ARTICLE 14 - GRIEVANCE PROCEDURE .....	34
A. Basic Purpose .....	34
B. Definitions .....	34
C. Process .....	35
1. Level One Grievance .....	35
2. Level Two Grievance .....	35
3. Level Three – Appeal of Level Two Grievance.....	36
4. Level Four - Arbitration.....	36
D. General Procedures .....	36
ARTICLE 15 - GENERAL PROVISIONS.....	38
A. No Strike - No Lockout .....	38
B. Other Employment .....	38
C. Personal Expense Reimbursement.....	38
D. Elective Payroll Deductions.....	38
E. Member Development .....	38
F. College Retraining Opportunity.....	38
G. Non-Unit Employees .....	38
H. Cameras .....	39
I. Rules .....	39
ARTICLE 16 - CONCLUSION .....	40
APPENDIX 1 .....	42
APPENDIX 2.....	44
APPENDIX 4 .....	48
APPENDIX 5.....	49

## ARTICLE 1 – RECOGNITION / DEFINITION

### A. Recognition

This contract is entered by and between Rogue Community College and Oregon School Employees Association, Chapter 152, respecting terms and conditions of employment for the bargaining unit certified by the Employment Relations Board in Case No. C-253-83.

### B. Definition of Terms

- Association  
Oregon School Employees Association, Chapter 152.
- Board  
“Board” shall mean the Board of Education of Rogue Community College District as the elected representatives of the citizens of the Rogue Community College District.
- CAMAT  
“CAMAT” shall refer to the Classified Association Management Advisory Team as defined in Appendix 1.
- Compensatory Time  
Time off given to an employee in lieu of overtime pay.
- College  
“College” refers to the Board or to the person(s) to whom the Board has delegated its authority.
- Same-Sex Domestic Partner  
It is understood that any benefits provided to the spouse of a member shall be provided to same-sex domestic partners, subject to IRS and insurance carrier requirements.
- Exempt  
An employee who, by definition as an executive, administrative or professional employee, is not covered under the Fair Labor Standards Act (FLSA) and who is not eligible for overtime pay.
- Management  
Same as “College.”
- Member  
One who is included within the Unit.
- President

“President” shall mean the President of Rogue Community College.

- Probationary Member  
One who has not completed an initial probationary period.
- Regular Member  
“Regular member” is one who has satisfactorily completed a probationary period and is entitled to all the rights and benefits contained in this agreement.
- Supervisor  
“Supervisor” shall mean any employee of the College who is so designated in accordance with ORS 243.650(23).
- Unit  
All classified employees of Rogue Community College are included within the bargaining unit.

Excluded from the Unit as certified by the ERB Case No. C-253-83 are:

- Exempt employees
- Confidential employees (one who assists and acts in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining).
- Employees whose duties are primarily (generally more than 50% of work time) teaching and/or employees within the OEA, i.e., Rogue Community College Education Association bargaining unit and/or Teamsters local union #962.
- Employees paid exclusively from Federal Work Study Funds and/or
- College Learn and Earn Funds;
- Temporary or seasonal employees are those employed 599 hours or less per calendar year.

## ARTICLE 2 - SCOPE AND EFFECT OF AGREEMENT

### A. Scope of Agreement

#### 1. Entire Agreement

This Agreement is the sole and entire collective agreement between the parties in respect to bargainable wages, hours, and conditions of employment for all members of the bargaining unit. In the event of conflict, the terms of this Agreement shall prevail over the terms of any individual employment contract, if any, of any member of the unit.

#### 2. Maintenance

No member shall suffer a reduction in wages or fringe benefits as a result of signing this Agreement.

#### 3. Waiver of Bargaining

Neither party is obliged to enter into any further bargaining over employment relations to be applicable during the term of this Agreement. Both parties hereby waive any further bargaining on any subject, whether included or omitted from this Agreement and whether or not the need or desirability of the inclusion of such subject in this Agreement is presently known or hereafter discovered.

#### 4. CAMAT Review Process

However, notwithstanding Article 2.A.3. above, during the period of this Agreement (July 1, 2006 through June 30, 2009), the College and/or the Association may request a convening of CAMAT (see Appendix 1) or its successor process for collective bargaining at the College, for the purpose of discussing the need to review, reopen, or possibly revise this Agreement. Based upon consensus a recommendation to the Association and to the College will be made. Such recommendation may include, but is not limited to:

- an interpretation of contract language;
- a recommendation to reopen the contract in whole or in part;
- the development of a memorandum of understanding;
- to continue to operate under the existing agreement; or
- such other recommendation that both parties through consensus would recommend.

Notwithstanding the above, the RCC/OSEA as the collective bargaining representative of the members of the bargaining unit at Rogue Community College may at any time enter into such memorandum of understanding or other contract interpretation with the College as they may deem to be appropriate.

#### 5. Modifications in Writing

No modification of this Agreement shall be valid unless put in writing and signed by both parties.

**B. Savings Clause**

The provisions of the contract are severable. If any section, sub-section, sentence, clause, or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, such holding shall not affect the validity of the remainder of this Agreement.

At the request of either party, negotiations shall be opened to reach an agreement in a replacement for such section, sub-section, sentence, clause, or phrase.

**C. Nondiscrimination - Nonreprisal**

1. Neither the terms nor operation of this Agreement shall in any way discriminate against any member because of age, race, religion, sex, or any protected class, or as specified in the college Human Rights Policy, or for unlawful reasons.

2. Neither the terms nor operation of this Agreement shall require either the College or the Association to run any substantial risk of violating any law, statute, decree, or governmental regulation.

3. Neither party hereto shall engage in any type or form of reprisal against the other by reason of the exercise of the rights, duties, or responsibilities conferred herein or reserved hereby. This section does not deny the member's use of the grievance procedure.

**D. Funding**

The College agrees to include in its budget development, amounts which are believed, in good faith, to be sufficient to fund monetary benefits herein incurred. All portions of this Agreement conferring direct or indirect monetary benefits upon members of the unit are contingent upon available sources of revenue. Because of budgetary or funding limitations, the College does not in any way guarantee any particular level of employment or available resources.

**E. Term of Agreement**

1. This Agreement shall automatically renew July 1, 2009, for successive terms of one year unless reopened by mutual written agreement of both parties, or unless either side shall give to the other written notice of reopening no later than January 15 prior to the said renewal date. Such notice shall specify the subjects or sections to be reopened, if any, for collective bargaining. Such sections shall not automatically renew, but shall terminate at midnight, June 30, unless an extension is agreed upon by consensus. All other subjects or sections not thus reopened shall automatically renew. However, this agreement shall be in full force and effective until June 30, 2009.

2. Normally, discussion for a successive agreement will begin on July 1 of the final year of this contract.

3. Notwithstanding Article 2.E.1 and Article 2.E.2 above, the parties agree that Article 9.A.1. and Article 9.D. shall not be reopened or modified and shall not expire unless both the College and the Association agree in writing to do so.

## ARTICLE 3 - STATEMENT OF RIGHTS: MANAGEMENT AND ASSOCIATION

### A. Management Rights

Except only as expressly provided in this Agreement, the College retains the exclusive right, governing authority, and discretion, to control the operation and management of the College, its programs, facilities, properties, and members, including by way of illustration, the following:

- Direction and supervision of all operations, functions, and policies of the departments or positions in which members are employed.
- Determination of need for reduction or increase in the work force of members and the implementation of any such decision.
- Determination of the need for and the establishment, revision, and implementation of standards for hiring, classification, promotions, transfer, quality of work, safety materials, equipment, uniforms, methods, and procedures.
- Implementation of new and revision or discarding, wholly or in part, of old methods, procedures, materials, equipment, and facilities.
- Assignment and distribution of work within position descriptions.
- Determination of need for and assignment of members to extra or additional hours of work or work responsibilities.
- Contracting of any work, provided however that College shall first consult with the Association in regard to the impact of such contracting on members. No regular members shall be laid off as a result of a decision to contract work that might otherwise be performed by members of the unit.
- Determination of the organizational structure of the College and each department.
- Control of the use of College property and facilities.
- Assignment of work shifts, work days, and work locations.
- Discipline or termination of members.
- Determination and requirement of additional educational courses, training programs, on-the-job training and cross-training, and the assignment of members to such duties for such periods as may be determined by the College.
- The exercise of any of the foregoing management prerogatives shall be subject to such restrictions thereon as may be contained in other sections of this Agreement. However, the exercise of any management right not specifically affected by the terms of this agreement is not subject to the grievance procedure or to bargaining during the term of this agreement.

### B. Association Rights

The Association shall have the right to the following:

#### 1. Use of College Facilities

Use College facilities for meetings without charge, provided that such use shall not interfere with or interrupt normal College operations nor cause increased operational cost to the College;

arrangements for such use shall be made in accordance with established procedure.

2. Bulletin Boards/Web

Use bulletin boards and college website for posting notices of its activities and job openings.

3. Communications

Reasonable use of other channels of College communication including publication of meeting notices in the RCC Log and email.

4. Association Meetings

General Association meetings shall be scheduled before 8:00AM, after 5:00PM, or during the typical lunch break. Personnel scheduled to work during the meeting time shall be released from duty to attend the meetings one hour monthly. Affected supervisory personnel shall be notified in writing by the Association no less than 48 hours prior to pending monthly meetings so that adjustments can be made by the immediate supervisor in work schedules for members to attend any Association meeting.

5. Association Dues

a) Association Dues Check-Off

The College, when so authorized in writing by an employee on a form provided by the College and acceptable by the Association, will deduct Association dues. The College will provide to the Association treasurer a monthly list of members' names, which includes the amount of Association dues deducted from members' salaries.

b) Hold Harmless

The College shall not be liable for dues check-off, but shall make proper adjustment with the Association for any errors as soon as practicable, but no later than the following pay period.

## ARTICLE 4 - HOURS AND OVERTIME

### A. Work Week

The work week for pay purposes shall commence on 12:00AM Sunday and conclude on the following Saturday at 11:59PM.

### B. Work Hours

Starting and ending shift times shall be established for each member by the College, and communicated in writing to the member by the supervisor.

### C. Meal Break

Each member working shifts of more than six consecutive hours, shall receive a work-free, unpaid meal break during each shift of employment of no less than one-half hour, and no more than one hour. Swing and graveyard shift members working shifts of more than six consecutive hours shall have a paid meal break of one-half hour included within such member's shift.

Meal breaks shall be taken as near mid-shift as feasible. However, the timing of meal breaks shall be subject to the direction of the supervisor.

### D. Rest Period

All members shall be allowed a work-free rest period of no more than 15 minutes within each four consecutive work hours. Such rest period shall commence upon cessation of duties and shall end upon resumption of duties. Such rest period shall be scheduled as near the middle of each four-hour work period as feasible in view of the operational needs of the College. However, the timing of rest periods shall be subject to the direction of the supervisor.

### E. Overtime

1. With appropriate written Management authorization, a member authorized to work more than 40 work hours in any one work week shall receive for such overtime work, one and one-half (1.5) times the member's regular hourly rate. In lieu of overtime pay, a member may elect compensatory time computed at one and one-half (1.5) hours for each overtime hour, or portion thereof.

2. Before Management directs a member to work overtime, Management shall first seek qualified members within that department who are willing to work the overtime. If no willing members are found, then Management shall exercise its authority to require a member to work the overtime.

3. Compensatory time earned must be used by the end of the fiscal year and shall not accumulate from year to year nor exceed 160 overtime hours worked (240 compensatory hours). Under special circumstances, Management may approve an extension of no more than six months into the next fiscal year. Compensatory time unused at the end of the fiscal year or approved extension period shall be paid out at the member's current rate.

4. Members who work more hours than authorized by their supervisor will be subject to appropriate disciplinary action, per Article 12.3.

5. Notwithstanding the foregoing, Rogue Community College shall comply with all state and federal statutes, rules and directives respecting payment of wages.

F. Call Back and Unscheduled Work

In the event of a call back to work outside of a member's scheduled work shift, the member shall be guaranteed no less than one hour of overtime pay or compensatory time. Any required travel time will be considered as hours worked. Response to any particular call back or unscheduled work situation will be mutually agreed upon between Management and the member, without retribution. In the event of a bona fide emergency, Management may require members to report for work.

G. College Facility Closure

In the event of an emergency, inclement weather or predetermined closure of any college facility, members who normally report to duty at that facility will not suffer a reduction in pay.

Regular members who are unable to report for duty due to inclement weather and the college is open at their assigned work location are required to use contract, vacation, or unpaid leave.

Members required to report for duty to a closed facility will be paid the member's regular salary, and provided with overtime or compensatory time equal to one and one-half times the actual hours worked, to be used at a mutually agreeable date with their supervisor.

H. Pay for Inservice/Training

Scheduled Inservice or training time will be counted as hours worked.

I. Travel

Pay for travel hours will be calculated per BOLI regulation OAR 839-020-0045.

The following table reflects regulations current as of July 1, 2006, and are subject to change. Please reference

[http://www.oregon.gov/BOLI/TA/T\\_FAQ\\_Tatrav.shtml](http://www.oregon.gov/BOLI/TA/T_FAQ_Tatrav.shtml) for current regulations.

Category	Definition	Compensable travel time?
Portal-to-portal travel	Normal home-to-work / work-to-home travel at the beginning and end of one work day.	No
Travel between worksites	Travel in the course of a day's work from one job site to another.	Yes

Special one-day assignment	Employee is sent on a one-day assignment to a city more than 30 miles from the employee's fixed official work station.	Yes
Overnight travel	Travel that keeps an employee away from home overnight.	Yes, whenever travel cuts across an employee's regular work hours (applies seven days per week). No, if the employee is a passenger and travel falls outside of regular work hours. (Travel time must be paid whenever driving is required.)

J. Calculation of Hours

For payroll purposes, hours shall be calculated to the nearest quarter-hour, using standard rounding techniques.

## ARTICLE 5 - HOLIDAYS

### A. Designation

The College provides eleven (11) paid holidays, typically including:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- the day after Thanksgiving
- the day before Christmas Day
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day

See the academic calendar for specific dates.

### B. Eligibility for Holiday Pay

Members will receive holiday pay if they are scheduled to work or are on paid leave in the month in which the holiday occurs. Holiday pay will be based upon the member's authorized percent.

### C. Holiday Accommodation

Members whose regular day off falls on one or more of the specified holidays will be given a compensatory day off at the member's authorized percent for each such day. Such compensatory day off will be scheduled by the College not more than five (5) days prior or five (5) days after the holiday.

### D. Holiday Pay

Members required to work on any of the above listed holidays shall be compensated at two (2) times the member's regular hourly rate. The member may elect either pay or compensatory time.

## ARTICLE 6 - VACATION

### A. Accrual Rate

Regular members working 50% or more will accrue vacation credits in hours according to the table listed below. Members working less than 50% are not eligible for vacation. Vacation may be used only after it is accrued. "Full month of service" will be defined as 75% or more of the member's scheduled percent for the month, including paid leaves. "Member's percent" will be defined as the member's annualized scheduled workload.

During year of employment:	Accrual per full month of service worked (2006/07):	Accrual per full month of service worked (2007/08 and thereafter):
First:	7.67 hrs. x member's percent	8.67 hrs. x member's percent
Second:	8.34 hrs. x member's percent	9.34 hrs. x member's percent
Third:	9 hrs. x member's percent	10 hrs. x member's percent
Fourth:	9.67 hrs. x member's percent	10.67 hrs. x member's percent
Fifth:	10.34 hrs. x member's percent	11.34 hrs. x member's percent
Sixth:	11 hrs. x member's percent	12 hrs. x member's percent
Seventh:	12.34 hrs. x member's percent	12.34 hrs. x member's percent
Eighth:	12.34 hrs. x member's percent	13.34 hrs. x member's percent
Ninth:	12.34 hrs. x member's percent	13.34 hrs. x member's percent
Tenth:	13 hrs. x member's percent	14 hrs. x member's percent
Eleventh:	13 hrs. x member's percent	14 hrs. x member's percent
Twelfth:	13 hrs. x member's percent	14 hrs. x member's percent
Thirteenth:	13 hrs. x member's percent	14 hrs. x member's percent
Fourteenth:	13 hrs. x member's percent	14 hrs. x member's percent
Fifteenth year and thereafter:	13.67 hrs. x member's percent	14.67 hrs. x member's percent

**B. Credit After Probation**

Vacation accrual shall be credited to and usable by a member only after that member has successfully completed at least six (6) months of probation. Exceptions may be made by mutual agreement prior to the probationary member's acceptance of the position.

**C. Vacation Credit Report**

The College will provide monthly vacation leave balances.

**D. Limitations**

Up to 300 hours of vacation accrual, pro-rated to the member's annualized scheduled work percentage, is allowed to be carried forward. Any balance remaining in excess of 300 hours vacation will be paid on a monthly basis and will typically be included in the member's regular monthly paycheck.

Members are encouraged to utilize the member's annual accrual of vacation.

Any vacation shall be taken at a mutually agreed upon time.

**E. Payment Upon Resignation or Termination**

Upon resignation or termination of a regular member, such member shall be paid for accrued but unused vacation credit at the member's current rate of pay. Probationary employees who resign or are terminated shall not be paid for any accrued vacation.

## ARTICLE 7 - ILLNESS AND INJURY LEAVE

### A. Personal Illness

#### 1. Amount

Members shall accrue personal illness leave of 8 hours maximum per month, pro-rated by their authorized percent. Members must work 75% or more of their scheduled percent for the month to accrue any personal illness leave. Members working less than 50% are not eligible to receive personal illness leave. Personal illness leave may only be used after accrual.

#### 2. Limits and Usage

Members shall accrue personal illness leave without limit,. Leave must be used in units of .25 hours (15 minutes).

#### 3. Definition

The term "personal illness" shall mean the personal illness or off-the-job injury of the member rendering the member reasonably unable to suitably discharge the member's duties. All provisions applicable to personal illness shall also apply to pregnancy. Personal illness leave is to be used for medical or dental appointments. Personal illness leave is to be used for the member, the member's family, or anyone for whom the member is the primary care giver. In cases of on-the-job injury see Article 7.B.

#### 4. Transfer In

New members may, upon becoming regular members, transfer to Rogue Community College a maximum of 80 hours of unused personal illness leave accumulated at their prior job, if employed by an Oregon PERS employer.

#### 5. Procedure for Usage

A member shall complete a leave request form prior to taking personal illness leave unless advance notification thereof is impossible. Where such advanced notification is impossible, then prompt notification to supervisor and completion of a leave request form thereafter is imperative.

#### 6. Retirement Credit

The College agrees to grant or accord to the member toward retirement or retirement benefits, such value of accumulated unused personal illness leave as may be allowed by PERS per ORS 237.153

#### 7. Sick Leave Statement

The College will provide monthly personal illness leave balances.

#### 8. Physician's Statement

The College may, at its own expense, require a member to provide a written physician's release prior to returning to work from a personal illness leave absence defined under this section.

## B. On-the-Job Injury Leave

### 1. Notification of Injury

Members who are injured on the job shall notify their supervisor and contact the Human Resources department immediately in order to complete the appropriate paperwork. After a claim is filed the worker will report hours worked on a timecard if working a reduced work period until the treating physician releases the member to a full schedule.

### 2. Workers' Compensation Payments

Worker's Compensation benefits, as of July 1, 2006, do not begin until three (3) days following the member's inability to perform normal duties. During this period the member must utilize any available leave.

Members who sustain an injury or illness compensable by Workers' Compensation and who are unable to reasonably perform normal duties will be paid the difference, if any, between their regular salary and the temporary total disability compensation benefits received under the Workers' Compensation law. Payments of such difference shall extend no more than sixty (60) calendar days following the member's inability to reasonably perform normal duties. Whenever a member receives a check from Workers' Compensation the member shall certify in writing to the College the amount of the check and the period for which it represents payment.

Medical progress reports from the member's treating physician may be required by the College prior to approval of such payments.

All provisions of this article are subject to current Worker's Compensation law and regulations. Contact Human Resources for assistance.

### 3. Substitute Employment

The College may make available to the member substitute employment, comparable in pay and for which the member is suited, and within the physical/medical limits as indicated by the member's treating physician. Failure to return to work as offered, or to regular employment if physically able, shall result in a termination of the leave benefits provided.

### 4. Returning to Work

A treating physician's release to return to work shall be submitted to the Human Resources department prior to returning to work in any capacity following an on-the-job injury. Information about the College's Return-to-

Work program may be found at  
<http://www.roguecc.edu/humanresources/forms/pdf/rtwprogram.pdf>

## ARTICLE 8 - OTHER LEAVES

### A. General Rule

1. Each member must, as hereinafter provided, regularly and timely report for duty and remain on duty for the periods of time required by this contract. Untimely reporting for duty or unauthorized absences shall be considered neglect of duty
2. Where appropriate, a member's salary shall be pro rata reduced at the member's hourly rate for absence or untimely report for duty.
3. The College hereby agrees to duly honor and comply with any leave of absence, paid or unpaid, specifically required by a state or federal statute or regulation and such reinstatement rights or privileges required thereby.

### B. Leaves Without Compensation

#### 1. Continuous Employment

Any leaves covered in Article 8.B shall not be considered a break in continuous employment.

#### 2. Discretionary Leave

Any regular member may request a leave of absence without pay for between thirty (30) days and up to one year. Such requests must be submitted in writing to the College no less than thirty (30) days prior to the start of the requested leave. A response to any such request shall be given to the applicant no less than ten (10) days after receipt of the request. The decision of the College in respect to granting or disallowing the request for unpaid leave shall be finally binding. Requests shall be considered in good faith and shall not be arbitrarily denied.

During the time of any such discretionary leave of absence the member shall not accrue any sick leave, vacation time, or any of the other benefits called for in this contract.

Unless otherwise agreed to in writing, a member returning from a discretionary leave of absence shall return to the member's previous position or one as closely equivalent thereto as possible, provided that the member's position or such a position is open and available. However, in order to return to employment, the member must notify the College in writing of the member's intention and desire to return to employment prior to completion of seventy five percent (75%) of the leave. Failure by the member to so notify shall be equivalent to the member's resignation.

#### 3. Family and Medical Leave

The Oregon Family Leave Act (OFLA) and the federal Family and Medical Leave Act (FMLA) require employers to provide full-time members up to

12 weeks (480 hours prorated by the member's annualized work percentage) of protected leave during a leave year, in certain qualifying situations. Eligible members have reinstatement and/or reemployment rights after a family leave. To apply for OFLA and/or FMLA leaves, contact Human Resources for further information.

Eligibility Requirements are determined by state and/or federal mandate. To view current requirements, please reference [https://www.oregon.gov/BOLI/TA/T\\_FAQ\\_Taoflaqa.shtml](https://www.oregon.gov/BOLI/TA/T_FAQ_Taoflaqa.shtml)

During the period of the leave, the member will continue to be covered by group health insurance, will be responsible for any employee share of group health insurance premiums, and will accrue all other benefits provided by this contract while on paid leave. Members must notify the College as early as practical of their intent to take family leave. Members must use any accrued paid personal contract leave, sick leave, and vacation leave during the period of the family medical leave.

RCC uses the "rolling forward" method for tracking family medical leave. This method measures forward from the member's first family leave. After the first 12-month leave year, a new rolling forward year is determined by the date the employee next uses family leave.

OFLA requires that family leave be taken concurrently with any leave taken under FMLA. Members cannot choose to take OFLA and FMLA consecutively if he/she is concurrently OFLA- and FMLA-eligible. These guidelines are based on state and federal regulations and are subject to change. The College has the right to designate leave as OFLA and/or FMLA, in accordance with applicable regulations.

#### 4. Parental Leave

Regular members may request up to a one (1) year leave of absence (including the 12 weeks of family leave, if any) following the birth or adoption of a child. Members may use vacation leave, personal illness leave, personal contract leave, and/or earned compensatory time. The member must be restored to the member's same or equivalent position at the conclusion of an approved parental leave. In the event both parents are members, a combined total of one year paid or unpaid leave may be allowed at the discretion of the College.

### C. Paid Leave

#### 1. Jury Duty and Other Legal Leave

Any member who is required to attend a court as a subpoenaed witness or a juror shall not suffer a deduction from pay because of such attendance. The Member's scheduled shift shall begin at 8:00AM on the day of the court attendance. Hours spent in attendance at court will count as regular

work hours, up to the days' regularly scheduled hours. When the day's court attendance is less than the day's regularly scheduled hours the member must report to duty promptly after being excused by the court. A leave request form must be completed as soon as possible upon return to work.

2. Personal Contract Leave

a) Each member shall be entitled to take personal contract leave during each fiscal year based on the following formula for the number of hours authorized to work per week:

less than 50%	1 day based on member's % in hours per fiscal year
50% - less than 75%	3 days based on member's % in hours per fiscal year
75% or more	5 days based on member's % in hours per fiscal year

Such personal contract leave shall not accumulate from year to year and shall be forfeited upon the severance or termination of the member.

b) Personal contract leave includes only the following:

- Bereavement;
- Inclement weather;
- Personal illness, when personal illness leave is not available;
- An unforeseen bona fide personal emergency created by circumstances beyond the member's control;
- Personal business that cannot otherwise be scheduled on the member's own time;

c) A member who elects to take personal contract leave shall communicate that fact in writing to their supervisor at least five (5) working days in advance of the date the leave is to be taken, unless in the case of an emergency. If the circumstances are such that five (5) working days advance notice is not possible, then the supervisor must be notified as soon as possible.

3. Association Activity Leave

The Association President and/or the Association President's designee will be entitled to up to a combined total of three days per year of paid Association activity leave in order to participate in statewide Association meetings, conferences, and seminars.

4. Wellness Breaks

Regular members working 50% or more are entitled to combine a regular 15 minute break with a 15 minute paid wellness break (for a total of 30 minutes) three times per week, at a mutually agreeable time.

## ARTICLE 9 - COMPENSATION

### A. Salary Schedule

#### 1. Annual Increase to Salary Schedule

On July 1, 2006 and each subsequent July 1, the classified salary schedule, and each member's salary, will be increased by the annual rate of inflation through April of the previous fiscal year, as measured by the U.S. CPI-U. Under no circumstances will the adjustment be less than zero percent (0%). The CPI-U increase will not cause any member's salary to exceed the group maximum.

#### 2. Annual Adjustment on the Salary Schedule

In lieu of an adjustment of 0.6% increase per year for FY 06/07 and FY 07/08 members will accrue additional vacation time. Members will accrue an additional one (1) hour of vacation time per month in FY 06/07 and an additional one (1) hour of vacation time per month in FY 07/08. See Article 6 for detailed accrual rates

Members working less than twenty (20) hours per week will receive an annual 0.6% increase to their base hourly rate in FY 06/07 and again in FY 07/08.

A step system will be developed by CAMAT for implementation by the start of FY 08/09.

#### 3. College Closure #1

There will be five (5) days of closure, as determined by the college, with no reduction in pay for members working 50% or more. In the event the 5 day closure is not continued, the salary schedule and all salaries will be increased by 1.5% for members working 50% or more. This closure was implemented 1990/91, offsetting 1.5% of the cost of living and performance adjustment

#### 4. College Closure #2

In addition to College Closure #1, there will be ten (10) days of closure, as determined by the college, with no reduction in pay for members working 50% or more. In the event the 10 day closure is not continued, the salary schedule and all salaries will be increased by 4% for members working 50% or more. This closure was implemented 2003/04 in lieu of the cost of living and performance adjustment.

#### 5. College Closure Hours Scheduling

Specific days off for College Closures #1 and #2 will be scheduled by the College for individual employees no later than June 1 of the prior fiscal year for which the closures occur.

6. College Closure Hours Calculation

Scheduled College Closure days will be considered as hours worked for purposes of overtime calculations.

7. Longevity

On the anniversary date of 15, 20, and 25 years of consecutive service as a classified member, members will receive an additional 3% salary adjustment for longevity.

Voluntary employment in fixed-term positions will not accrue longevity. Any longevity accrued prior to the fixed-term position will not be forfeited in the event the member returns to a regular position. If the member is required by the College to move into a fixed-term position, or was employed in the fixed-term position prior to July 1, 2006, longevity will continue to accrue during the member's tenure in the position.

B. Salary Schedule Placement

1. New Members

New members will typically be hired at entry level in the appropriate grouping. If the applicant possesses exceptional qualifications and/or the position is impacted by current market value, the applicant may be placed higher than the entry level. Placement above the entry level will take into consideration the salary of current employees relative to their comparable experience, knowledge, skills, and abilities.

2. Temporary Assignments

Regular members required to perform the duties of a position of higher grouping than the member's current position, shall after five (5) consecutive work days be paid at a rate equal to the entry level for the higher grouping or 5% additional pay, whichever is greater. The purpose and duration of the temporary assignment will be put in writing if the assignment exceeds five days.

As soon as it is known that the temporary assignment will exceed 60 days, the compensation will include all benefits applicable to the number of hours worked per week.

Temporary assignments shall not exceed one (1) year. If one year is reached the person completing the temporary assignment will be either promoted or reassigned to their original position.

3. Reclassification/Promotional Advancement to a Higher Group

Members who are moved to a higher group due to reclassification of a position or promotion will receive an increase in salary equal to 5%, or the entry level in the new group, whichever is greater.

4. Transfer Without an Advertised Opening

a) Within the Same Group

There will be no change in salary.

b) To a Position in a Lower Group

Transfer to a position in a lower group will not involve a reduction in salary. If the member has a salary higher than the maximum of the new group, the member's salary will be capped until the salary is within the new group. The provisions of this section do not apply if the placement is a result of employee discipline.

5. Selection of a Current Classified Employee for an Advertised Opening

a) When the Position is in a Higher Group

If a current classified member, or a former member that has been laid off less than one (1) year, applies and is selected for the position, the member will be treated in accordance with Article 9.B.3

b) When the Position is in the Same Group

If a current classified member or a former member that has been laid off less than one year applies and is selected for the position, the member will be treated in accordance with Article 9.B.4 a)

c) When the Position is in a Lower Group

If a current classified member or a former member that has been laid off less than one year applies and is selected for the position, the member will receive 1% above entry level per year of seniority as a classified member, not to exceed 10% above entry level salary of that group, or will remain at their most recent salary, whichever is less. For calculation of seniority, see Article 13.C

C. Group Insurance Coverage

1. Plan

Group Health Insurance will be provided to eligible members on a tiered rate system for single, employee plus one and full-family with the monthly College-contributed base amount implemented at the policy renewal date\*. The College's monthly contributed base amounts for 2006/07 will be:

Single: \$359.39

Employee + 1: \$816.95

Full-Family: \$993.17

The College's monthly contributed amounts will increase by 6% annually on the plan renewal date for subsequent years.

The member is responsible for the difference between the monthly College-contributed base amount and the total monthly premium.

Actual coverages and dependent eligibility are determined by the insurance company and/or the College. For current coverages, see <http://www.roguecc.edu/HumanResources/>.

\*The insurance policy plan year typically runs from October to September, subject to change by the insurance company and/or the College.

## 2. Eligibility

a) Members working 75% or more are offered:

- Full-Family\* medical insurance.
- Full-Family\* dental insurance.
- Full-Family\* vision care insurance.
- Employee life insurance in the amount of \$10,000.

If the member is eligible for coverage, it is the member's responsibility to pay the out of pocket insurance premium during months not worked.

b) Members working 50% or more but less than 75%:

- Individual medical insurance.
- Individual dental insurance.
- Individual vision care insurance.

If the member is eligible for coverage, it is the member's responsibility to pay the out of pocket insurance premium during months not worked.

Individuals may add dependent insurance coverage at their own cost.

c) Members working less than 50% are not provided insurance benefits.

\* "Family" is defined by the College's current insurance provider.

## D. PERS/OPSRP Contributions

The employee portion of PERS and/or OPSRP contributions (currently set at 6%), will be paid by eligible members through payroll deductions, subject to current state regulations. See <http://www.oregon.gov/pers>

## E. Tuition Waiver

### 1. Eligibility

Each member, their spouse, and their dependent children shall be entitled to enroll for credit classes at Rogue Community College, with no tuition charge, based on the member's workload percentage:

less than 50%	up to 4 credits per term
50%- less than 75%	up to 8 credits per term
75% or more	up to 12 credits per term

“Dependent children” is as defined by the IRS in Publication 970, and includes children of divorced parents. Any fees or other costs associated with the class will be the responsibility of the member.

2. Limitations

A person using a tuition waiver should not displace a tuition-paying student. Tuition waiver credits are not cumulative from term to term.

3. Attendance on Own Time

Attendance shall be on the member's own time. Members may request to modify work schedules to facilitate attendance of classes. It is understood that approval of this request shall be at the sole and absolute discretion of the College, whose decision shall be final, binding, and non-grievable.

4. Directed Study

If a member is directed in writing by the College to take a class the time actually devoted to class sessions by the member shall be considered work hours.

Such classes which the member is directed to take shall not reduce the tuition waiver to which the member is entitled.

F. Professional Growth Fund

Members, based on their workload percentage, are eligible to apply for a pro-rata share of funds established to provide financial assistance for Classified professional growth opportunities. A total of \$17,000 will be budgeted for fiscal year 2006-07. The budget will increase each year by the April U.S. CPI-U of the prior fiscal year. Any unused funds at the end of the respective year shall be carried forward into the next fiscal year.

The Professional Growth Fund Subcommittee of CAMAT shall maintain guidelines approved by CAMAT and review applications for equitable fund usage. This committee will consider the relevancy of the proposed training and its potential value to the College.

G. Retirement

1. Pre-Retirement Salary Adjustment

Regular members who have entered into a signed retirement agreement stating they will be retiring within three (3) years, but no less than one (1) year, from the date of the agreement will have an option to increase the member’s salary through exchange of accrued vacation. The member

may opt to receive a salary increase of .37% per day of vacation exchange, not to exceed 5.5% (15 vacation days). Vacation days exchanged for salary increase will continue to be exchanged annually until retirement. This was implemented in response to College Closure #1 and College Closure #2.

## 2. Post-Retirement Benefit

For members hired at RCC prior to July 1, 2006, a post-retirement benefit plan will provide group health insurance for retirees who have at least ten (10) years of continuous faculty, classified, and/or exempt employment, in any combination, at RCC and are at least age 58 or have 30 years in PERS. Single or employee + 1 coverage will be offered. Full-family coverage may be added at the retiree's expense.

For members hired at RCC on or after July 1, 2006, a post-retirement benefit plan will provide group health insurance for retirees who have at least fifteen (15) years of continuous faculty, classified, and/or exempt employment, in any combination, at RCC and are at least age 58. Single coverage will be offered. Employee + 1 or full-family coverage may be added at the retiree's expense.

The college-paid portion of the premium will be capped at the college-paid amount in effect at the time of retirement of the offered coverage selected. The retiree must pay any increase in premium or the coverage will cease.

The insurance coverage will be continued until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes first.

## ARTICLE 10 - PERSONNEL ADMINISTRATION

### A. General

#### 1. Position Description

The College will prepare a Position Description for each position covered by this Agreement. Position Descriptions shall include the job title, general responsibilities, salary group, and typical tasks.

Notwithstanding the provisions of Article 2.A.3, if the College establishes a new Position Description within the bargaining unit as defined by the Employee Relations Board, the parties will bargain through CAMAT the salary group for that position.

#### 2. Vacancy Notices

The College shall provide to CAMAT notice of vacant or new positions within the unit.

#### 3. Notice to New Members

All new members shall be informed that the Association is their exclusive bargaining representative. Copies of such notices for distribution shall be furnished by the Association.

#### 4. Evaluation

The purpose of classified staff evaluation is to identify areas of significant individual accomplishment, recognize outstanding performance, support professional growth and training, identify areas of needed improvement, and review workload expectations and priorities

For probationary members, an evaluation will be carried out in accordance with Article 10.B.7. For regular members, the annual evaluation provides the basis for salary advancement and professional growth.

The supervisor(s) will meet with the member (probationary or regular) to review the member's job description and recommend any necessary changes. The member's job performance will then be assessed using the College-approved classified evaluation form. Goals for professional growth, promotion, or special training and advancement may be a part of the evaluation process. It may also include developmental activities, maintenance of certification, licensure, and upgrading skills to keep pace with changing technology. Written recommendations by the supervisor for the member's improvement and advancement will become a part of the member's personnel file, along with all other materials used in the evaluation process.

### B. Probationary Period

#### 1. Definition

Each newly filled position, including positions filled by existing members, shall require a probationary period during which the member shall be known as a "probationary member." The probationary period shall be twelve (12) months. Members transferred, promoted, or temporarily assigned will not be required to serve a probationary period.

2. Early Appointment to Regular Status

At the discretion of management a probationary member may be appointed to regular status after serving a minimum of six (6) months of the probationary period.

3. New Probation

To facilitate opportunities for employees to explore career opportunities at the College, supervisors will consider granting a member a leave of absence from the member's current job in order to accept another position at the College. The leave of absence will not exceed the length of the new probationary period.

4. Probationary Status

A probationary member is, during the member's probationary period, employed at the will of the College. The employment of any probationary member may be terminated for any cause which the College, in good faith, may deem sufficient. Such termination is final and binding

5. Rights During Probation

During the probationary period, the probationary member shall have all of the rights and privileges conferred by this contract, except shall be entitled to take paid vacation leave only after six (6) months of probation has been completed. Exceptions may be made by mutual agreement prior to the probationary member's acceptance of the position.

6. End of Probation and Continuation

At least ten (10) working days prior to the end of the probationary period, the probationary member shall have been evaluated in writing and shall be notified in writing by the College as to whether or not the member is, or is not, to be continued as a regular member. If the employee is not notified in writing of the employee's status within ten working days of the end of the probationary period, the employee will automatically become a regular member.

If the member is not to be continued as a regular member, the member's employment shall automatically terminate at the end of the probationary period, unless the member and the College shall expressly agree to an extension, not to exceed three (3) months.

In the event of the termination of a probationary member, accumulated vacation, sick leave, and any other benefits accumulated during the probationary period, shall be forfeited.

## C. Personnel File

### 1. Official File

The Human Resources department shall maintain a personnel file on each Classified employee, which shall be the only official personnel file.

The employee file will contain only those documents that are pertinent to the employment history of an individual. The member may reasonably include in the member's personnel file any material or information considered germane to that member's career.

The member may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related.

Documents relating to the evaluation or discipline shall be signed or initialed by the member before placement in the personnel file, indicating that the material has been read. Other Management-initiated documents directed to be placed in the member's file will be either addressed to the member or copied to the member so that the member knows the material is being added to the personnel file.

Documents in the member's personnel file shall be maintained and/or purged according to the College policy on records retention.

### 2. Inspection

It is understood that members have privacy interests in their personnel files, and that inspection of personnel files by College staff will only be for personnel or other legitimate College interests.

Personnel files shall not be removed from the Human Resources department except with the authorization of the director of the Human Resources department.

### 3. Copies

Any member, upon request, shall receive at College expense one (1) copy per year of any entry in the member's personnel file, exclusive of materials received prior to the date of employment by the College. Additional copies shall be at the expense of the member.

### 4. Use of Information for Discipline

Particular material in the member's personnel file may not be used in a disciplinary proceeding involving the member when:

- i. The material was received prior to employment of the member (except where the same has been altered or falsified by the member or at the member's direction) or,
- ii. The provisions of Article 10.C are not met.

Documents related to disciplinary procedures may be removed from the file in accordance with the Classified Progressive Discipline Manual.

## ARTICLE 11 - EMPLOYMENT OPPORTUNITIES

### A. Intent

It is the intent of the College to encourage hiring from within. To facilitate the hiring process and the advancement of RCC employees, the College will have three alternatives for filling a vacant Classified position:

- a) Promotion or transfer at the discretion of the College;
- b) The College will send out an open position announcement, limited to current members, for a minimum of five (5) working days. A screening committee will interview any applicant who meets the minimum qualifications of the position and recommend finalists to the appropriate management for interviews and selection;
- c) The College may open the position to the public. Current members who apply and meet the minimum qualifications will be granted an interview by the screening committee. The screening committee will recommend finalists to the appropriate management for interviews and selection. Opening to the public will occur only after b) above.

### B. Promotional Option

Any regular member who is promoted shall have the option of reverting to the member's previous position and salary if said position is available, and if such member shall make a request in writing to the member's supervisor to do so within thirty (30) calendar days of the effective date of the promotion. If said position is not available, the member will be treated in accordance with Article 13.

## ARTICLE 12 - SUSPENSION, WARNINGS, DEMOTION, AND DISCHARGE

### A. Disciplinary Actions.

The College shall not suspend a regular member without pay, or demote or discharge a regular member as a disciplinary action without just cause.

### B. Progressive Discipline

The general principles of progressive discipline are to be used when considering disciplinary actions. To that end, the College has developed, in conjunction with the Association, a disciplinary manual titled "Classified Progressive Discipline Manual." The College agrees to follow the disciplinary procedures outlined in that manual and further agrees not to modify the manual without first obtaining written approval from the Association.

### C. Right to Representation

Whenever any regular member is required by the College to appear concerning any disciplinary matter which could adversely affect the continuation of that member in the member's position, the member shall be given prior written notice of the reason(s) for such appearance. The Association shall be given prior written notice of the appearance, without disclosure of the reason(s) for the appearance. The member shall be entitled to have representation of their choosing present to advise the member and represent the member during such meeting or interview.

All affected members, including witnesses and the Association representative, shall be given time off without reduction of pay to attend disciplinary meetings. Time spent in attendance will be considered part of the members' work shift, but not considered call back.

No reprisal shall be taken by the College as a result of a request by a member to have a representative at a required appearance.

Actions taken at Level 1 of the "Classified Progressive Discipline Manual" shall not be required to follow the notification provisions of Article 12.C (Right to Representation). This shall not be construed to infringe on employee's Weingarten rights.

### D. Appeals

a) Regular members who are suspended without pay, demoted, or discharged as a disciplinary measure may appeal such action through the grievance procedure (see Article 14).

### E. Probationary Employees

The provisions of this Article shall not be available to probationary employees.

## ARTICLE 13 - LAYOFF AND RECALL

### A. Reasons

The College reserves the right to reduce the number of classified staff and/or eliminate positions, and to therefore lay off members for any legal reason.

### B. Notice

The Association will be given notice of impending layoffs thirty (30) days prior to the implementation of such action. Such notice will include a list of affected members and reason(s) for such action.

### C. Seniority

Seniority shall be defined as the rank order based upon the total continuous length of employment as a classified member by the College, accrued based on workload percentage.

Seniority will be calculated and accrued as follows:

- While working at 75% or more, seniority will accrue at 100% of length of employment at that level.
- While working at 50% or more, but less than 75%, seniority will accrue at 75% of length of employment at that level.
- While working at less than 50%, seniority will accrue at 50% of length of employment at that level.

Voluntary employment in fixed-term positions will not accrue seniority. Any seniority accrued prior to the fixed-term position will not be forfeited in the event the member returns to a regular position. If the member is required by the College to move into a fixed-term position, or was employed in the fixed-term position prior to July 1, 2006, seniority will continue to accrue during the member's tenure in the position.

### D. Order

Layoffs shall be made by seniority within a designated classification (job-title) after the College has determined which position will be reduced. Two (2) seniority lists by classification will be maintained: those working 50% or more of full-time workload (Group A), and those working less than 50% of full-time workload (Group B). There shall be no displacement of members listed in Group A by members listed in Group B, and vice versa. Fixed-term positions hired after July 1, 2006, unless the member is required by the College to take the position, are not included in the Group A or Group B lists.

If the member in the identified position (Member 1) does not have the lowest seniority within the classification and group, Member 1 will have the option to either accept layoff or displace another member. If Member 1 chooses to displace another member, the member with the lowest seniority within the classification and group (Member 2) will be displaced and laid off, and Member 1

will be transferred to the position previously held by Member 2. Member 1 will have three (3) days to choose which option to exercise. In the event Member 1 does not respond within three days, the displace option will be exercised.

The Association, through CAMAT, will respond to the notice referred to in Paragraph E.2 with concurrence, objections, and/or alternative recommendations within ten (10) days of such notice. The College will make final layoffs after considering the response of the Association.

Members in fixed-term positions, unless employed in the fixed-term position prior to July 1, 2006 or required by the College to fill the position, are not accorded the rights of Article 13.D.

#### E. Alternate Employment

For members affected by layoffs the College will make a good faith effort to find alternate College employment opportunities for which the member is qualified. The member will serve a probationary period. If the probation is not satisfactorily completed, the member will be laid off, without recourse to bumping procedures specified in Article 13.D.

#### F. Recall

If a position becomes available within a classification and group which has experienced layoffs within the prior 12 months, the College will attempt to recall eligible laid-off members. Laid-off regular members within the affected classification and group shall be recalled in the reverse order in which they were laid off. The College shall use certified mail to notify eligible laid-off members of the open position. It is the former member's obligation to inform the College of current contact information. The notified individual shall have five (5) days to respond. If the College does not fill the position with an eligible former member for recalled employment, the position will be deemed open and the College may fill it in accordance with the Contract. Former regular members are eligible for recall up to twelve (12) months following layoff.

#### G. Recall - Status and Benefits

A laid-off member shall not accrue seniority, vacation, sick leave, or other benefits during the period of the layoff.

A member who is recalled to employment shall have reinstated the member's seniority and sick leave as accrued at the time of layoff. The member shall be recalled at the equivalent salary in effect at the time of recall.

## ARTICLE 14 - GRIEVANCE PROCEDURE

### A. Basic Purpose

The purpose of this procedure is to provide an orderly method for resolving certain types of disputes. It is agreed that a determined effort will be made to settle any disputes before entering into the Grievance Procedure.

Any member and/or the Association may invoke the grievance procedure.

### B. Definitions

- **Grievance**  
A grievance means a dispute over the meaning, interpretation, or implementation of a specific provision of this Agreement or controversy between any member or the Association, and the College.
- **Grievant**  
A grievance may be filed by an individual member, by the Association on behalf of a group of members, or by the Association on its own behalf.
- **Notification**  
All notifications during the course of the Grievance Procedure shall be done via certified or registered mail with return receipt requested or hand delivered with a signed and dated receipt
- **Days**  
As used in the grievance procedure, the word “days” shall be defined as working days the College is open for business.
- **Parties of Interest**  
Member(s) and/or the Association bringing the grievance, or the person(s) and/or the College against whom the grievance is filed.
- **Representative**  
One who accompanies, supports, and/or advises the grievant.
- **Immediate Supervisor**  
One who has direct administrative or supervisory responsibilities over the grievant.
- **Binding Arbitration**  
A decision by an arbitrator(s) which requires compliance by all parties of interest.
- **Persons Officially Involved**  
Parties of Interest, the grievant's representative, and all witnesses.

- Association  
Organization representing the member as defined in Article 1.

When problems arise, an attempt shall be made by the member to settle them informally with the member's immediate supervisor. A problem which cannot be resolved informally will be processed as a grievance.

If, in the judgment of the Association, a grievance affects a group of members, the Association shall submit the grievance at Level One to the President or designee. If the matter is not resolved within fifteen (15) days, the matter may be submitted in writing to the President and the processing of such grievance shall commence at Level Two.

If, in the judgment of the Association, the President is materially involved in the grievance, the President's role in Level Three will be assumed by the Board of Education.

### C. Process

Each grievance will be processed in the following manner:

#### 1. Level One Grievance

Within twenty (20) days after the occurrence of the cause for complaint the member involved will reduce the grievance to writing. The grievance shall state the reasons for the complaint and the relief requested, and be presented to their supervisor.

If the grievant did not become aware of the occurrence until a later date, the grievant must initiate action within twenty (20) days of when they should have known of the actions giving rise to the grievance.

Within ten (10) days after the grievance is submitted to the supervisor, the supervisor will discuss the grievance with the member involved and attempt to resolve it. If the member wishes, they may be accompanied at such meeting by a representative of the Association.

Within five (5) days after this meeting, the supervisor will state their decision in writing and provide a copy to the grievant.

#### 2. Level Two Grievance

If the grievant is not satisfied with the disposition of the Level One Grievance, or if disposition is not made, the grievant may file a Level Two Grievance with their supervisor within fifteen (15) days following the date of the Level One decision. The written complaint shall contain a clear and concise statement of the grievance, and the reasons why the grievant considers the informal disposition unacceptable. Within ten (10) days of

receipt of the written complaint, the supervisor shall communicate the decision in writing to the grievant.

### 3. Level Three – Appeal of Level Two Grievance

If the grievant is not satisfied with the formal disposition of the Level Two Grievance, or if disposition is not made, the grievant may file a written appeal with the President within fifteen (15) days following the date of the Level Two decision. The written appeal shall contain a clear and concise statement of the grievance, and the reasons why the grievant considers the formal disposition unacceptable. The President or designee must hold a meeting on the appeal within ten (10) days after receiving it. The President or designee must provide the parties of interest written notice of the time and place at least five (5) days prior to the meeting. Attendance at the meeting shall be limited to persons officially involved and parties of interest. Within ten (10) days of the hearing, the President or designee shall communicate to the parties of interest a written decision.

### 4. Level Four - Arbitration

If the grievant is not satisfied with the outcome of Level Three, the Association may appeal the decision by giving written notification within ten (10) days of the date of the receipt of the decision. Within ten (10) days of the notification, the Association shall obtain a list of seven (7) arbitrators from the Oregon Employment Relations Board. The arbitrator shall be selected by mutual decision between the College and the Association within ten (10) days of receipt of the list. The parties shall arrange for arbitration of the case at a mutually agreeable time and place.

The parties will be bound by the rules of the American Arbitration Association for the conduct of the hearing. The arbitrator's decision shall be final and binding as long as it does not alter the terms of this Agreement.

The cost of the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

## D. General Procedures

1. These procedures should be processed as rapidly as feasible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be modified by written mutual consent of the parties involved at any level of the procedures.

2. The Association has the authority to represent the grievant at all levels of the grievance procedure. The College shall, within the guidelines established by

state law, give access to and/or provide copies of all readily available information necessary to process grievances. The Association will reimburse the College for costs associated with collection and reproduction of the requested information.

3. All parties of interest have a right to representation of their own choosing at each level of these grievance procedures.
4. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by the College to communicate grievance decisions in writing within the specified time limits shall advance the grievance to the next level.
5. All documents, communications and records of grievances will be filed by the College in the Human Resources Office. All grievance files will be maintained separately from the personnel files.
6. Forms for processing grievances shall be developed and maintained by the Association in cooperation with the College, and distributed appropriately by the parties to facilitate the grievance procedure.
7. Names of persons officially involved shall be given to the College and Association no less than three (3) days prior to any grievance meeting.
8. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties involved. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
9. Filing a grievance constitutes an election of remedies, and is a waiver of any and all rights by the appealing party to litigate or otherwise contest the grieved matter in any court or other forum.
10. If a member chooses to pursue a claim through the court system, the Employment Relations Board, or other outside agency, the grievance procedure cannot be used.
11. Written grievances will contain upon submission the signature of the member, one of a group of members if a grievance is initiated by a group of members, or an Association representative if initiated by the Association. If such signature cannot be obtained by the deadline for initial filing of a written grievance, such signature will be provided as soon as possible thereafter upon request of the College.

## ARTICLE 15 - GENERAL PROVISIONS

### A. No Strike - No Lockout

The Association agrees that there will be no "strike" (which shall include any strike action, work stoppage, work slow-down, boycott, failure to report for duty, picketing, willful absence from work, or absence in whole or in part from the full, faithful or proper performance of duty, or other concerted action), engaged in, authorized by, or approved by the Association or its members during the term of this Agreement. Any bargaining unit member in violation may be dismissed without recourse to the grievance procedure. There will be no lockout of bargaining members by the College during the term of this Agreement.

### B. Other Employment

A member may engage in other employment, within and/or outside the College, as long as it does not interfere or adversely affect the duties required of the member's Classified employment. Other employment within the College is at the discretion of the College, and shall not be accomplished during BOLI and/or contract mandated breaks.

### C. Personal Expense Reimbursement

Members shall be reimbursed for authorized personal expenses incurred while on official College business in accordance with current College policies and procedures.

### D. Elective Payroll Deductions

Members may elect payroll deductions for approved financial institutions, mutually agreed upon charitable contributions, insurance, and tax-sheltered annuities where applicable.

### E. Member Development

Any member may request from Management permission to attend job-related training and/or activities while on College paid time and at College expense. Approval for such training and/or activities will be at the discretion of the College.

### F. College Retraining Opportunity

In the case of reduction of force or reassignment of duties, the College may provide training for re-employment or reassignment at the College.

### G. Non-Unit Employees

It is understood that employees not covered under this contract may perform work within the jurisdiction of the Association in the case of an emergency, or for the purpose of instruction or training, or where the employment of regular members is temporarily reduced by reason of absence of any member due to illness or other legitimate reasons, or where the work load is temporarily increased.

#### H. Cameras

The College reserves the right to use security cameras. The intent is to promote safety and security for the entire College community. The College will communicate to the Association any review of video and/or still photos that may result in a member's discipline.

#### I. Rules

It is jointly recognized that the College must retain broad authority to fulfill and implement their responsibility and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement.

ARTICLE 16 - CONCLUSION

A. This Agreement shall become binding as of the time it is signed by authorized representatives of the parties except as otherwise noted. Those items not reopened have continued in effect.

B. This Agreement shall be signed in triplicate. Two copies shall be delivered to the Association and one copy shall be retained by the College. The signed original shall be retained with the official records of the College.

C. This Agreement is a public document. It may be reprinted and distributed by either party to the extent desired.

EXECUTED and approved on the dates hereinafter specified:

ROGUE COMMUNITY COLLEGE BOARD OF EDUCATION, EMPLOYER

\_\_\_\_\_  
President/Clerk

\_\_\_\_\_  
Date

ROGUE COMMUNITY COLLEGE OREGON SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 152, Association

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

EXHIBIT "A" – Classified Salary Schedule

ROGUE COMMUNITY COLLEGE  
CLASSIFIED SALARY SCHEDULE  
2006-07

FULL-TIME CLASSIFIED EMPLOYEES

GROUP NUMBER	MONTHLY ENTRY LEVEL	MAXIMUM TOP WITH LESS THAN 15 YRS.	MAXIMUM WITH 15 YRS. LONGEVITY	MAXIMUM WITH 20 YRS. LONGEVITY	MAXIMUM WITH 25 YRS. LONGEVITY
1	1,686.53	2,495.29	2,570.15	2,647.26	2,726.67
2	1,837.76	2,719.29	2,800.87	2,884.89	2,971.44
3	2,003.23	2,963.45	3,052.36	3,143.93	3,238.25
4	2,182.96	3,230.00	3,326.90	3,426.70	3,529.50
5	2,381.31	3,521.19	3,626.83	3,735.63	3,847.70
6	2,595.00	3,837.02	3,952.14	4,070.70	4,192.82
7	2,828.42	4,183.10	4,308.59	4,437.85	4,570.98
8	3,082.66	4,559.40	4,696.18	4,837.07	4,982.18

PART-TIME CLASSIFIED EMPLOYEES LESS THAN 75%

GROUP NUMBER	HOURLY ENTRY LEVEL	MAXIMUM TOP WITH LESS THAN 15 YRS.	MAXIMUM WITH 15 YRS. LONGEVITY	MAXIMUM WITH 20 YRS. LONGEVITY	MAXIMUM WITH 25 YRS. LONGEVITY
1	9.73	14.40	14.83	15.27	15.73
2	10.60	15.69	16.16	16.64	17.14
3	11.56	17.10	17.61	18.14	18.68
4	12.59	18.63	19.19	19.77	20.36
5	13.74	20.31	20.92	21.55	22.20
6	14.97	22.14	22.80	23.48	24.19
7	16.32	24.13	24.86	25.60	26.37
8	17.78	26.30	27.09	27.91	28.74

## APPENDIX 1

### CAMAT AGREEMENT BETWEEN ROGUE COMMUNITY COLLEGE AND ROGUE COMMUNITY COLLEGE/ OREGON SCHOOL EMPLOYEES ASSOCIATION

This paper outlines an agreement between Rogue Community College and the Rogue Community College Oregon School Employees Association (OSEA), hereinafter referred to as "the parties" to provide a method that promotes resolution of issues and provides orderly collective bargaining.

It is agreed by both parties that through clear understanding of needs, resolution can be achieved that will result in a positive outcome. It is understood that the parties want to provide the right atmosphere in the workplace to accomplish the desired results. All requests may not, nor necessarily should, be carried to enactment, but all issues agreed to for discussion will have an open airing.

Both parties to this agreement state a desire, in good faith, to reach agreement by the following process:

1. The parties agree to meet in up to a 12-member group, which is known as the Classified Association Management Advisory Team (CAMAT).
2. The Association and Management staff will select no more than six members from their respective groups. The Association representatives will include the Association President and at least one other officer of the Association.
3. The full team will discuss mandatory issues as defined in the Classified Collective Bargaining Agreement. Other issues will be open for discussion based on mutual agreement of both teams.
4. Subcommittees will be made up of a minimum of two people, with both teams being represented. Subcommittees shall report, as appropriate, findings, results, research, draft languages, and recommendations to CAMAT.
5. The full team will review research and associated recommendations and draft language to represent the consensus of the team, and the agreement will be evidenced by each team signing the agreement.
6. This agreement remains in effect unless either party terminates this agreement by notice in writing delivered to the other.
7. In the event the parties revert to traditional collective bargaining processes, it is understood that statements, proposals, and tentative agreements made under this agreement will not be used in subsequent impasse resolution procedures unless otherwise agreed to by both parties.

8. Minutes will be taken at each meeting.

9. A quorum shall consist of no less than three (3) management members and three (3) classified members. A quorum must be present to conduct official CAMAT business.

APPENDIX 2  
CONVERSION OF EMPLOYED HOURS TO PERCENTS

Hours/week	Months/year	Hours based on percent (8 hrs* employed %)	Employed Percent
40	12	8	100%
40	11	7.36	92%
40	10	6.64	83%
39	12	7.8	98%
39	11	7.15	89%
39	10	6.5	81%
38	12	7.6	95%
38	11	6.97	87%
38	10	6.33	79%
37	12	7.40	93%
37	11	6.78	85%
37	10	6.17	77%
36	12	7.20	90%
36	11	6.60	83%
36	10	6.00	75%
35	12	7	88%
35	11	6.42	80%
35	10	5.83	73%
34	12	6.80	85%
34	11	6.23	78%
34	10	5.67	71%
33	12	6.60	83%
33	11	6.05	76%
33	10	5.50	69%
32	12	6.4	80%
32	11	5.87	73%
32	10	5.33	67%

Hours/week	Months/year	Hours based on percent (8 hrs* employed %)	Employed Percent
31	12	6.2	78%
31	11	5.68	71%
31	10	5.17	65%
30	12	6	75%
30	11	5.52	69%
30	10	4.98	62%
29	12	5.8	73%
29	11	5.34	67%
29	10	4.81	60%
28	12	5.6	70%
28	11	5.15	64%
28	10	4.65	58%
27	12	5.4	68%
27	11	4.97	62%
27	10	4.48	56%
26	12	5.2	65%
26	11	4.78	60%
26	10	4.32	54%
25	12	5	63%
25	11	4.6	58%
25	10	4.15	52%
24	12	4.8	60%
24	11	4.42	55%
24	10	3.98	50%
23	12	4.6	58%
23	11	4.23	53%
23	10	3.82	48%
22	12	4.4	55%
22	11	4.05	51%
22	10	3.65	46%

Hours/week	Months/year	Hours based on percent (8 hrs* employed %)	Employed Percent
21	12	4.2	53%
21	11	3.86	48%
21	10	3.49	44%
20	12	4	50%
20	11	3.68	46%
20	10	3.32	42%
19	12	3.8	48%
19	11	3.48	44%
19	10	3.17	40%
18	12	3.6	45%
18	11	3.3	41%
18	10	3	38%
17	12	3.4	43%
17	11	3.12	39%
17	10	2.83	35%
16	12	3.2	40%
16	11	2.93	37%
16	10	2.67	33%
15	12	3	38%
15	11	2.75	34%
15	10	2.5	31%
14	12	2.8	35%
14	11	2.57	32%
14	10	2.33	29%
13	12	2.6	33%
13	11	2.38	30%
13	10	2.17	27%
12	12	2.4	30%
12	11	2.2	28%
12	10	2	25%

Hours/week	Months/year	Hours based on percent (8 hrs* employed %)	Employed Percent
11	12	2.2	28%
11	11	2.02	25%
11	10	1.83	23%
10	12	2	25%
10	11	1.83	23%
10	10	1.67	21%

APPENDIX 4  
CLASSIFICATION SUBCOMMITTEE OF CAMAT

1. The Classification Committee is a subcommittee of CAMAT that reviews and analyzes job descriptions to recommend proper group placement on the Classified salary schedule.
2. The committee consists of three dues-paying Classified members selected by the Association, and three exempt staff selected by the College. Written process guidelines will be developed and maintained by the committee, approved by CAMAT, and published on the RCC website at <http://www.roguecc.edu/camat/classificationcommittee.htm>.
3. A job description may only be submitted for review to the Classification Committee by the supervisor responsible for the evaluation of member(s) in that classification. Members may make a request for review to the supervisor. If the supervisor decides the request should not go forward, the member may appeal the decision to CAMAT by submitting the Classification Request Appeal form with all required documentation to any CAMAT member. CAMAT will request of the supervisor their rationale for denying the request for review. If CAMAT rules in favor of the member the supervisor shall submit the job description for review to the Classification Committee.
4. Job descriptions and appropriate documentation are submitted for review to the Classification Committee through the Human Resources department.
5. The Classification Committee meets to review the job description and determine a recommended group placement on the Classified Salary Schedule.
6. The Classification Committee shall report any pending recommendations at the next CAMAT meeting. CAMAT shall make a final determination.
7. CAMAT shall notify all interested parties of the final determination.
8. Any interested party may appeal a determination to the Classification Committee. The appeal must provide new or additional information for review. All determinations after appeal are final.

APPENDIX 5  
PROFESSIONAL GROWTH FUND SUBCOMMITTEE OF CAMAT

A. The Professional Growth Fund Committee is a subcommittee of CAMAT that recommends guidelines and procedures for approval by CAMAT. The committee reviews applications for availability of funds, equitable fund usage, and documentation. The committee considers the relevancy of the proposed request and its potential value to the member and to the College.

B. The committee consists of three dues-paying members, selected by the Association, and two exempt staff selected by the College. All decisions shall be decided by majority vote. The chair shall be one of the three Classified members of the committee, and shall vote only as a tie-breaker.

C. The procedure for requesting professional growth is as follows:

1. The requesting member shall submit, as applicable, to their supervisor:

- Professional development goals
- Professional growth request form
- Travel authorization form
- Additional documentation describing or relating to activity

2. The supervisor shall add their recommendation and comments, and then forward to the Professional Growth Fund Committee.

3. The subcommittee shall approve or reject the request, based on its potential value to the Member and to the College. Disposition of requests will be forwarded to the requesting member and the supervisor. Approved requests will be forwarded to the Budget and Financial Services office for processing.

D. The requesting member may appeal any rejected request to CAMAT.

E. The Professional Growth Fund Committee will regularly report to CAMAT, updating them about disposition of requests, usage, and availability of funds.