



Collective Bargaining Agreement

Rogue Community College
And
Oregon School Employee Association
Chapter 152



Sunrise Mt. Ashland

July 1, 2017 – June 30, 2022

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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.
- Day(s)
Refers to calendar days unless otherwise specified.
- Domestic Partner
It is understood that any benefits provided to the spouse of a member shall be provided to 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.

- Fixed-Term Position
 - A position that meets one or more of the following:
 1. Funded less than 50% from the General Fund.
 2. Pre-determined and advertised to have a specific time frame.
 3. Self-supporting contingent on available resources.
- Management
 - Same as “College.”
- Member
 - One who is included within the Unit.
- PERS
 - Includes OPSRP, unless otherwise specified
- President
 - “President” shall mean the President of Rogue Community College.
- Probationary Member
 - One who is currently in a 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.

- Temporary or seasonal assignments for former members who retired at RCC from a classified position who work less than the annual maximum amount allowed by PERS.

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 bargain-able 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.

The College operates in compliance with all Federal and State wage and hour regulations including those enforced by the Oregon Bureau of Labor and Industries (BOLI). Reference <http://www.oregon.gov/BOLI> for more information.

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, 2017 through June 30, 2022), 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 be in full force and effective until June 30, 2022. This Agreement shall automatically renew July 1, 2022, 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.

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. Communications

Reasonable use of College communications channels, including bulletin boards, the college website, and email.

3. 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.

4. 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) Fair Share

As of September 2010, the college agrees to deduct the fair share of Association dues from the wages of all classified employees who do not become members, as provided by the "Fair Share Agreement," ORS 243.650(10). Fair share dues shall be forwarded to the State Office of the Oregon School Employees Association.

c) 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 appropriately communicated to the member by the supervisor.

C. Meal Break

Each member working shifts six or more 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. Members working 4 or more hours prior to 8:00AM or after 5:00PM and whose shift is six or more 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, or better part thereof (more than 2 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. Reference http://www.oregon.gov/BOLI/TA/T_FAQ_Meal_and_Rest_Period_Rules.shtml for more information.

E. Exercise Breaks

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

F. Overtime

1. With appropriately documented 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. Any compensatory time shall be taken at a time mutually agreed upon between the member and supervisor.
4. Members who work more hours than authorized by their supervisor will be subject to appropriate disciplinary action, per Article 12.B.
5. Notwithstanding the foregoing, Rogue Community College shall comply with all state and federal statutes, rules and directives respecting payment of wages.

G. Call Back and Unscheduled Work

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.

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 compensated time. Time may be compensated as regular pay, flex time, overtime pay, or compensatory time as applicable. A member who is on leave the day of the call back will have the applicable leave time restored. Any required travel time will be considered as hours worked.

H. College Facility Closure

In the event of an emergency, inclement weather, predetermined situation, or other unanticipated closure of any college facility, members who normally report to duty at that facility will not suffer a reduction in pay. When a facility closure is scheduled for such reasons as an unpaid furlough day or closure as referred to in Article 9.A.4, members will not be paid.

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 any available compensatory time, contract leave, or vacation leave. Unpaid leave is to be used if no compensatory time, contract leave, or vacation leave is available.

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.

All-day closures will be considered to begin at 12:00AM midnight of the day of the closure, regardless of the time the decision is actually announced. Members who report for duty prior to the closure announcement, and who had no reasonable opportunity to be aware of the closure prior to reporting for duty, will be compensated for the hours worked as if required to report for duty. After the closure announcement, and if not required to remain at work, the member will be compensated as if the member had not reported for duty.

In the event of a delayed opening, members who are scheduled to report for duty prior to the delayed opening announcement and who had no reasonable opportunity to be aware of the delay prior to reporting for duty, will be compensated for the hours worked as if required to report for duty. After the delay announcement, and if not required to remain at work, the member will be compensated as if the member had not reported for duty.

Members are expected to check all available avenues including, but not limited to: the College website, College e-mail, the main College phone number, local television and radio stations or supervisor to determine if the College is delayed or closed.

I. Pay for Inservice/Training

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

J. 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, 2012, and are subject to change. Please reference 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 require.)
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K. 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. Members hired after the holiday, or on unpaid leave during the holiday, are not eligible for holiday pay.

C. Holiday Accommodation

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

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. "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. "Year of employment" for purposes of accruing vacation shall be determined by number of years in a position eligible to accrue vacation.

During year of employment:	Accrual per full month of service worked:
First:	8.67 hrs. x member's percent
Second:	9.34 hrs. x member's percent
Third:	10 hrs. x member's percent
Fourth:	10.67 hrs. x member's percent
Fifth:	11.34 hrs. x member's percent
Sixth:	12 hrs. x member's percent
Seventh-Ninth:	13.34 hrs. x member's percent
Tenth-Fourteenth:	14 hrs. x member's percent
Fifteenth-Nineteenth: year:	14.67 hrs. x member's percent
Twentieth-Twenty-fourth:	15.34 hrs. x member's percent
Twenty-fifth and thereafter:	16.00 hrs. x member's percent

B. Usage

Vacation may be used only after the month in which it is accrued.

C. 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) full calendar months of probation. Exceptions

may be made by mutual agreement prior to the probationary member's acceptance of the position.

D. Vacation Credit Report

The College will provide monthly vacation leave balances.

E. Limitations

A maximum of 300 hours of vacation may be accrued, pro-rated to the member's annualized scheduled work percentage. Any hours earned exceeding 300 hours shall not be accrued, but may be used in the month earned, or are forfeited. Accrued vacation hours shall not expire.

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

Any vacation shall be taken at a time mutually agreed upon between the member and supervisor. A leave request shall be submitted as soon as reasonable.

F. 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. Employees on an initial probation who resign or are terminated shall not be paid for any accrued vacation.

G. Reduction in Percentage to Non-Benefits-Eligible Status

When a member's percentage is reduced such that they are no longer eligible for vacation benefits:

- If the change is designated long-term, the member will be paid for unused vacation in accordance with 6.F.
- If the change is designated short-term (anticipated to revert to prior status within 12 months), the member will retain their vacation balance, although the balance will not be available for use while in the reduced percentage position.

ARTICLE 7 - ILLNESS AND INJURY LEAVE

A. Personal Illness

1. Amount

Members shall accrue personal illness leave of 8 hours maximum per month, prorated by their authorized percent. Members must work (including paid leave) 75% or more of their scheduled percent for the month to accrue any personal illness leave.

Members whose authorized percent is less than 50% shall be subject to the provisions of the Oregon Sick Leave Law effective January 1, 2016.

2. Limits and Usage

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

Personal illness leave may only be used after the month in which it is accrued.

Members are encouraged to consider possible future needs, which may require available leave.

3. Eligibility

When a member's percentage is reduced such that they are no longer eligible to accrue personal illness leave:

- If the change is designated long term:
 - If the reduction is designated voluntary, the member will be allowed to retain a maximum of 80 hours of unused personal illness leave, prorated by the percentage of the reduced position. Any remaining balance of previously accrued personal illness leave will be retained for reporting to PERS.
 - If the reduction is designated involuntary or alternate employment, the member will be allowed to retain a maximum of 80 hours of unused personal illness leave, prorated by double the percentage of the reduced position. Any remaining balance of previously accrued personal illness leave will be retained for reporting to PERS.
- If the change is designated short-term (anticipated to revert to prior status within 12 months), the member will retain their personal illness leave balance, although the balance will not be available for use while in the reduced percentage position.

4. 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.

5. 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.

6. Procedure for Usage

A member shall complete a leave request 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 thereafter is imperative.

7. Retirement Credit

The College agrees to report to PERS hours of accumulated unused personal illness leave. After retirement, the member's personal illness leave balance shall be reset to 0 (zero).

8. Personal Illness Leave Statement

The College will provide monthly personal illness leave balances.

9. Required Absence

Based on the health of the member and/or the health of others, the College may require the member to leave work, regardless of the member's available paid leave. If the member has no available paid leave, the leave will be considered unpaid.

10. 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 to safeguard the health of students, fellow employees, the public, and/or whenever a threat to health is suspected.

To ensure the proper use of personal illness leave, an employee may be required, at College expense, to furnish a physician's certificate of proof of illness for recurring, frequent, or lengthy absences, as determined by the College.

Repeated absenteeism is defined as a pattern of personal leave use in excess of the regular accrual rate. Exceptions to this standard because of extenuating circumstances may be made by the College.

An employee may request to use the employee's vacation leave to cover absences in excess of the employee's accrued personal illness leave.

Physicians may be selected by the College. Physician statements and/or releases will be provided to Human Resources, who will provide appropriate information to the supervisor.

B. On-the-Job Injury Leave

1. Notification of Injury

Members injured on the job shall notify their supervisor and contact the Human Resources department as soon as physically able 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) working days following the member's inability to perform normal duties. During this period the member must utilize any available leave (to be used in the following order: sick, contract, vacation).

Members who sustain an injury or illness compensable by Workers' Compensation and who are unable to reasonably perform normal duties and are receiving timeloss benefits from workers' comp, 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 forty (40) paid timeloss days (for any one claim). During this period of time, the member is not required to submit leave for the difference in hours between their regular salary and the number of hours paid by workers' comp. Whenever a member receives a check from Workers' Compensation the member shall either submit the check to the College or certify in writing to the College the amount of the check and the period for which it represents payment.

If the member is not released to return to work and remains unable to reasonably perform normal duties beyond the forty (40) timeloss days, the member shall submit paid leave for the difference in hours between their regular salary and the number of hours paid by workers' comp. Once the member's paid leave is exhausted, the member will be considered administratively terminated, no longer eligible for employee benefits, and will retain reinstatement and reemployment rights as provided by Oregon Workers' Compensation law and regulations.

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 Oregon Workers' 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 substitute employment as offered shall result in termination of the Worker's Compensation benefits provided by the College.

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>

Failure to return to regular employment following physician's release shall result in termination of employment.

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.
2. Untimely reporting for duty or unauthorized absences shall be considered neglect of duty and subject to appropriate disciplinary action. Where appropriate, a member's pay shall be pro rata reduced for unauthorized 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 for retirement and longevity purposes. Reference Article 13.C for issues of seniority.

2. Probationary Member Leave of Absence Without Pay

Any probationary member may request a leave of absence without pay from the member's current position for less than thirty (30) days. Such requests must be submitted in writing to the College prior to the start of the requested leave. A written response to any such request shall be given to the applicant no more than ten (10) days after receipt of the request. The best interest of the College will be considered in the granting of such leave. The decision of the College shall be final and binding. Requests shall be considered in good faith and shall not be arbitrarily denied.

Unpaid days will not count as days worked. The member shall accrue balances of any sick leave, vacation time, and any of the other benefits called for in this contract.

3. Discretionary Leave

Any regular member may request a leave of absence without pay for between thirty (30) days and up to one (1) 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 written response to any such request shall be given to the applicant no more than ten (10) days after receipt of the request. If the request for discretionary leave is denied, the reason(s) for denial will be detailed in the written response. The decision of the College in respect to granting or disallowing the request for unpaid leave shall be final and binding. Requests shall be considered in good faith and shall not be arbitrarily denied.

During discretionary leave the member shall neither accrue nor forfeit existing balances of 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 discretionary leave 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.

A member may submit a written request for an early return from discretionary leave. The decision of the College in respect to granting or disallowing the request for early return shall be final and binding. Requests shall be considered in good faith and shall not be arbitrarily denied.

4. 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 <http://www.oregon.gov/BOLI>.

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. If the member does not return to work, the College reserves the right to collect from the member the College portion of group health insurance premiums paid during the leave as per section 825.213 of the Electronic Code of Federal Regulations (e-CFR).

Members must notify the College as early as practical of their intent to take family leave. Members must use any accrued paid leave during the period of family medical leave. For serious health conditions, accrued leaves must be used in the following order: personal illness, personal contract, and vacation. Exceptions to the order may be made for any vacation hours that would be forfeited. For Parental Leave, accrued leaves may be used in any order. A physician's release may be required prior to returning to work.

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.

5. Parental Leave

Regular members may request up to a one (1) year leave of absence (including the 12 weeks of OFLA/FMLA 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 in any order. 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.

Any unpaid portion of Parental Leave, not including OFLA/FMLA leave, shall be treated as Discretionary Leave per Article 8.B.3.

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 travel to/from and attendance at court will count as regular work hours, up to the day’s regularly scheduled hours. The member is not required to waive any jury pay. When the day’s court travel/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 Leave

Each member shall be entitled to take personal 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% or more	2 days based on member’s % in hours per fiscal year

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

Personal leave includes only the following:

- Bereavement, when emergency leave is exhausted;
- Inclement weather;
- Personal illness, when personal illness leave is not available;
- Personal business that cannot otherwise be scheduled on the member's own time.

A member who elects to take personal 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 where possible. 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. Emergency Leave

Each member shall be entitled each fiscal year to take up to three days emergency leave, based on the member's % in hours. Emergency leave shall be for unforeseen bona fide non-medical emergencies, such as bereavement, natural disaster, and other emergency circumstances beyond the member's control.

Probationary members may use emergency leave for medical needs, when personal illness leave and personal leave are not available.

Emergency leave is to be used only if all other applicable leave is exhausted, except in the case of bereavement.

Bereavement shall be for the death or imminent death of a member of the member's family or close personal friend.

A member who requests to take emergency leave shall communicate that fact in writing to their supervisor as soon as possible. Reasons for such leave will be specified.

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

4. Association Activity Leave

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

The Association or the College may request the Association President and/or their designee attend Association or other similar type activities that directly benefit the College. College-paid time, travel, and other applicable expenses will be determined on a case-by-case basis. Any time away will not count against Association Activity Leave totals. Approval will be by mutual agreement. Each

such event shall be considered as unique, with no determination of precedent for any other event.

ARTICLE 9 – COMPENSATION

A. Salary Schedule

1. Annual Increase to Salary Schedule

On July 1, 2017 and each subsequent July 1, the classified salary schedule, and each member's salary, will be increased by the annual rate of inflation through December 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. Member's Annual Adjustment on the Salary Schedule

Adjustments, if any, to regular members' salaries will be negotiated annually. Adjustments will be applied on July 1 of each year, and are dependent on a satisfactory evaluation. Classified employees who are on an initial probation as of July 1 shall receive the adjustment upon satisfactory completion of their probation if attained during that fiscal year, to be applied the first of the month following the date of their regular status.

3. Salaries Above Salary Schedule (Frozen Salaries)

In cases where a member's salary is higher than the salary schedule for their group, the member's pay will be frozen until the salary is within the group.

4. College Closures #1 and #2

There will be fifteen (15) days of closure, calculated as 120 hours for a 100% member (College Closure #1 originally implemented in 1990/91 and College Closure #2 originally implemented in 2003/04). Specific days off for college closures will be scheduled by the College for members no later than June 1 of the prior fiscal year for which the closures occur. These 15 scheduled college closure days will be considered as hours worked for purposes of overtime calculations. In the event the 120 hours of closure is reduced or eliminated, there will be no corresponding decrease in hourly pay rates.

Closure days for individual members may be substituted during the year, on a day-for-day basis, per mutual agreement.

Members required to work on one or more of their scheduled closure days will be paid at one and one-half (1.5) times the member's regular hourly rate.

5. Longevity

The Classified salary schedule will maintain four longevity categories in excess of the regular maximum, for longevity of 10-14 years, 15-19 years, 20-24 years, and ≥ 25 years. Each category will represent a 3% increase over the prior category.

After 10, 15, 20, and 25 years of service as an RCC classified member with continuous employment with the College, members will move to the appropriate longevity category, and receive any commensurate pay increase. Longevity increases will apply regardless of the member's placement on the salary schedule (i.e., above applicable maximum), although 9.A.3 will apply to any other future increases. Any adjustment will be applied the first of the month on or following the longevity date.

Time spent on a discretionary leave under Article 8.B.3 will not accrue longevity. Any longevity accrued prior to the discretionary leave will not be forfeited in the event the member returns to a regular 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. Any increase will be done at the instigation and discretion of the College, and will typically not exceed 5%.

2. Temporary Assignments

Members temporarily assigned to 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 working days.

As soon as it is known that the temporary assignment will exceed 60 working 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 transferred, promoted or reassigned to their original position.

3. Reclassification

a) Change to a Higher Group.

Members who are moved to a higher group due to reclassification of a position will receive an increase in salary equal to 5%, or the entry level in the new group, whichever is greater, not to exceed the appropriate group maximum. If within the previous 18 months the employee moved from the higher group to a lower group and did not suffer a reduction in salary, their

salary will remain the same as if they had stayed in the higher group. In no case will the member receive a reduction in salary.

b) Change to a Lower Group

Members who are moved to a lower group due to reclassification of a position will not receive a reduction in salary. If the member has a salary higher than the maximum of the new group, the member's salary will be frozen until the salary is within the new group.

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 frozen until the salary is within the new group. The provisions of this paragraph do not apply if the placement is a result of demotion due to employee discipline.

c) To a Position in a Lower Group (employee discipline)

Transfer to a position in a lower group due to employee discipline will receive the entry level salary of the new group. In exceptional circumstances as determined by the College, the placement may be higher than entry level.

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 receive an increase in salary equal to 5%, or the entry level in the new group, whichever is greater, not to exceed the appropriate group maximum. In no case will the member receive a reduction in salary.

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 receive their previous salary, or the entry level in the group, whichever is greater.

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 full 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.

6. Promotion

Members who are moved to a higher group due to promotion will receive an increase in salary equal to 5%, or the entry level in the new group, whichever is greater, not to exceed the appropriate group maximum. In no case will the member receive a reduction in salary.

7. Alternate employment

If a former member that has been laid off is selected for alternate employment, they will be treated according to 9.B.5 (Selection of a Current Classified Employee for an Advertised Opening) for purposes of placement.

8. Retired members

If a PERS retired member is hired following their retirement (and any associated transition year), they will be treated as a new member.

C. Pay Smoothing

1. Members employed by the College for 12 months per year at 75% or more (30 or more hours per week) shall be paid in twelve (12) equal monthly payments based on the member's monthly standard hours, on the regularly established pay day set by the College. Members who are hired after the first payroll date of the fiscal year shall receive their annual pay prorated equally over the remaining pay period(s) of the twelve (12) month period.
2. If a member's pay rate or percentage changes any time other than July 1, annual pay shall be recalculated to reflect hours actually worked from July 1 through the date of change at the original pay rate, and the remainder of the year (or fixed-term assignment) at the new pay rate. The total remaining pay owed for the fiscal year shall then be prorated equally over the remaining pay period(s) of the twelve (12) month period.

Note: Members should be aware that if any pay changes occur after July 1, their prorated monthly pay amount may be different from what it would otherwise be for a full contract year. The hourly rate should be referred to for the member's actual base pay rate.

3. Upon separation of employment, the member's annual pay-to-date will be recalculated based on actual hours worked to determine the final paycheck amount. Members who leave employment with the College without having worked all hours paid as of the date of separation shall have any unearned amounts owed to the College withheld from the member's final paycheck. If the final paycheck is insufficient to cover the amount owed to the College, the College shall notify the member of the amount due and the member shall be responsible for repaying the College.

4. Members employed by the College for less than 75% (less than 30 hours per week) or working in a position with a less than 12-month standard annual assignment shall be paid by timecard for all hours actually worked in each established pay period.

D. Group Insurance Coverage

1. Plan

Group Health Insurance will be provided to eligible members on a tiered rate system for employee, employee plus spouse, employee plus child(ren), and full family with the monthly College-contributed base amount implemented at the policy renewal date*. The College's monthly contributed base amounts for 2017/18 will be:

Employee: \$669.90
Employee + Spouse: \$1,459.20
Employee + Child(ren): \$1,298.67
Full Family: \$2,093.17

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 eligible for up to:
 - Full Family* medical insurance.
 - Full Family* dental insurance.
 - Full Family* vision care insurance.
 - Employee life insurance up to \$20,000. Benefit amount may vary dependent upon member's age.

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.

- d) “Family” is defined by the College’s current insurance provider. It is understood that any benefits provided to the spouse of a member shall be provided to domestic partners as defined by insurance carrier. Benefits are subject to state and federal regulations as well as insurance carrier guidelines.

E. 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>

F. Tuition Waiver

1. Eligibility

Each member, their spouse/domestic partner, 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.

G. 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 \$30,000 will be budgeted for fiscal year 2017/18. The budget will increase each year by the December 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. Details are found in Appendix 4.

H. Retirement

1. Pre-Retirement Hours 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 hours through exchange of accrued vacation, not to exceed 120 hours per year. Unless otherwise mutually agreed upon, vacation exchanged for hours will continue to be exchanged annually until retirement. The adjustment may be used for a maximum of 3 years for any employee's tenure with the College. This was implemented in response to College Closure #1 and #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 PERS retirees who have at least ten (10) years of continuous eligibility for College-paid health insurance benefits in faculty, classified, and/or exempt employment, in any combination, at RCC and are at least age 58 or have 30 years in PERS. Single, employee + spouse, or employee + child(ren) coverage will be offered, up to the member's level of eligibility at retirement. Any higher level of coverage may be added at the retiree's expense. Eligibility and availability of any post-retirement health insurance coverage is subject to federal, state, and insurance carrier regulations.

For members hired at RCC on or after July 1, 2006, a post-retirement benefit plan will provide group health insurance for PERS retirees who have at least fifteen (15) years of continuous eligibility for College-paid health insurance benefits in faculty, classified, and/or exempt employment, in any combination, at RCC and are at least age 58. Single coverage will be offered, if the member was eligible for single coverage at retirement. Any higher level of coverage may be added at the retiree's expense. Eligibility and availability of any post-retirement health insurance coverage is subject to federal, state, and insurance carrier regulations.

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. If the level of coverage decreases, the capped amount will change to the current college-paid amount in effect for the new level. In no case will the new capped amount exceed the prior capped amount. 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.

2. Anniversary Date

For any member hired prior to July 1, 2009, anniversary date will be the member's originally assigned anniversary date.

For members hired on or after July 1, 2009, anniversary date is the 1st of the month following the original hire date. For members originally hired on the 1st of the month, the anniversary date will be the original hire date.

3. Classification Process

Notwithstanding the provisions of Article 2.A.3, the classification process for both new and existing positions is defined in Appendix 3.

4. Notice of Position Opening

The College shall provide to CAMAT notice of new or replacement positions within the Unit.

5. Notice to New Members

All new members shall be informed by the Association or their designee that the Association is their exclusive bargaining representative.

6. Performance Evaluation

The purpose of classified staff evaluation is to identify areas of significant individual accomplishment, recognize outstanding performance, identify professional growth goals and opportunities, 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.5.

For regular members, performance evaluations will be conducted at least annually, and provide a basis for salary advancement and professional growth. If the member was evaluated within the three (3) months prior to the annual evaluation date, the supervisor may, at their discretion, use the prior evaluation.

Members will be held harmless, for purposes of salary, for a supervisor's failure to complete evaluations within required timelines.

The supervisor(s) will meet with the member (probationary or regular) to review the member's job description and other related documents and recommend any necessary changes. The member's job performance will then be assessed using the College-approved classified evaluation process. 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 by the College 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) full calendar months of the probationary period.

3. 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.

4. Vacation

The probationary member shall be entitled to take paid vacation leave only after six (6) full calendar months of probation has been completed. Exceptions may be made by mutual agreement prior to the probationary member's acceptance of the position.

A member serving a probationary period other than the initial probation shall be eligible to request paid vacation leave throughout the probationary period.

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

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

6. Leave of Absence

To facilitate opportunities for employees to explore career opportunities at the College, supervisors will consider granting a regular member a discretionary leave of absence per Article 8.B.3 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.

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 relevant 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 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 or designee.

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:

- a) 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,
- b) The provisions of Article 10.C.1 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 or as otherwise allowed for by the Contract;
- b) The College will send out an open position announcement, limited to current members or eligible laid-off members, for a minimum of five (5) working days;
- c) The College may open the position to the public. Opening to the public will occur only after b) above.

A screening committee will interview applicants and recommend finalists to the appropriate management for interviews and selection. Members, eligible retired members, and eligible laid-off members who apply and meet the minimum qualifications will be granted an interview by the screening committee.

B. Promotional Option

Any 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) days of the effective date of the promotion. If said position is not available, the member will be treated in accordance with Article 13.

C. PERS Retired Members

Immediately upon their last day of active benefits-eligible employment following retirement, a retired member may be hired into their last position, or a new position that includes a significant portion thereof, without internal or external opening, as long as such position is less than a 50% annual workload. A new probation period will not be required.

Retired members will be considered as internal candidates for openings up to six (6) months following their retirement date.

Retired members are solely responsible for any hours limitations governed by PERS, Social Security, etc.

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 implement modifications to the manual without first obtaining written approval of the proposed modifications 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. 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

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 for any non-disciplinary reason, 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.

Time spent on a discretionary leave under Article 8.B.3 will not accrue seniority. Any seniority accrued prior to the discretionary leave will not be forfeited in the event the member returns to a regular position.

D. Order

Two (2) seniority lists based on classification (job title) will be maintained: members working 50% or more of full-time workload (Group A), and members 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. Open positions (vacant positions that the

College determines will be filled) shall be maintained on the seniority list with 0 years of seniority until filled.

Layoff shall be made within a designated classification (or job-title e.g. Secretary III) after the College has been determined which position will be reduced. If the member in the position to be reduced (Member 1) does not have the lowest seniority of those in the designated classification and group, Member 1 will displace the member with the lowest seniority in the designated classification and group (Member 2). Member 1 will be transferred into the position held by Member 2.

The Association, through CAMAT, will respond to the notice referred to in Article 13.B 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. If two or more affected members are qualified for the same alternate employment, the normal internal hiring process will be followed, using those members as the only candidates.

If an offer of alternate College employment is declined, the member will still be considered laid off from the previous position that was reduced without recourse to bumping procedures specified in Article 13.D.

If alternate College employment results in a move to a different department and/or different classification (job-title), the member will serve a probationary period. If the probation is not satisfactorily completed, the member will still be considered laid off from the previous position that was reduced, without recourse to bumping procedures specified in Article 13.D.

F. Internal Openings

For twelve (12) months following layoff, any member affected by layoffs will still be considered a classified member for purposes of internal openings.

G. Recall

The College will attempt to recall eligible laid-off members when a position becomes available within a classification and group which has experienced layoffs within the prior twelve (12) months. 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 ten (10) days from the date of mailing to notify the College of the intent to accept or refuse the position. Upon acceptance of the position the individual shall report to work within twenty-five (25) days from the date of the original mailing, unless other arrangements are made with and agreed to by the College. Should the position not be filled by an eligible former member, 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.

H. 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 salary group and benefits in effect at the time of recall as if the member had not left.

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 and the College, 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, hand delivered with a signed and dated receipt, or email with an acknowledgement of receipt requested.

- 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 or other appropriate College representative. 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 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 or appropriate manager.

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 manager, the manager 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 seven (7) days after this meeting, the manager 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 the Level One manager's vice president or dean within fifteen (15) days following the date of the Level One decision. If the vice president or dean is the manager of Level One, Level Three will be implemented instead.

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 vice president or dean 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 meal breaks and rest periods. Reference Board Policy V.B.040 regarding outside employment.

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, elective contributions to the RCC Foundation, insurance, and tax-sheltered annuities where applicable. All payroll deductions are subject to IRS guidelines and applicable state and federal laws and regulations.

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 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

7/10/2017
Date

ROGUE COMMUNITY COLLEGE OREGON SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 152, Association



President

7/7/2017
Date

EXHIBIT "A" – Classified Salary Schedule

**ROGUE COMMUNITY COLLEGE
CLASSIFIED SALARY SCHEDULE
2017-18
HOURLY RATES**

GROUP NUMBER	HOURLY ENTRY	HOURLY MAXIMUM	MAXIMUM TOP WITH 10 YRS LONGEVITY	MAXIMUM WITH 15 YRS LONGEVITY	MAXIMUM WITH 20 YRS LONGEVITY	MAXIMUM WITH 25 YRS LONGEVITY
1	11.2967	15.8154	16.2899	16.7786	17.2819	17.8004
2	12.4554	17.4376	17.9607	18.4995	19.0545	19.6262
3	13.6627	19.5173	20.1028	20.7059	21.3271	21.9669
4	14.0955	19.6664	20.2564	20.8641	21.4900	22.1347
5	16.5423	23.1961	23.8920	24.6088	25.3470	26.1074
6	17.4359	24.3771	25.1084	25.8617	26.6375	27.4367
7	20.3170	28.4286	29.2814	30.1599	31.0647	31.9966
8	24.0643	34.0397	35.0608	36.1127	37.1960	38.3119

2017/18 Annual Standard Hours (100%): 1960
 Monthly Standard Hours (100%): 163.33
 Standard hours have been reduced by:
 Unpaid Annual Closure Days: 15
 Unpaid Furlough Days for 2017/18: 0
 CPI Increase 2.1%
 Effective July 1, 2017

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 (Appendix 5) 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

Percent is calculated by $(\text{hours per week}) * (\text{number of weeks}) / 2080$.

APPENDIX 3

JOB CLASSIFICATIONS

1. Job descriptions and appropriate documentation are submitted for review to the Human Resources department.
2. A job description may only be submitted for review by the supervisor responsible for the position.
3. Members may make a request for review to their supervisor. If the supervisor decides the request should not go forward, the member may appeal the decision to CAMAT by submitting a formal, written request with all required documentation to any CAMAT member. CAMAT will request of the supervisor their written rationale for denying the request for review. If CAMAT rules in favor of the member, the supervisor shall submit the job description for review.
4. Job descriptions will be reviewed for classification by an independent contractor selected by CAMAT.
5. The Human Resources department shall report any pending recommendations at the next CAMAT meeting. CAMAT shall make a final determination.
6. CAMAT shall notify all interested parties of the final determination.
7. Any interested party may appeal a determination to CAMAT. The appeal must provide new or additional information for review. All determinations after appeal are final.

APPENDIX 4

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 will be selected and staffed by the Association, who will determine processes and disposition of requests.
- C. The Professional Growth Fund Committee will annually report to CAMAT, updating them about disposition of requests, usage, and availability of funds.

APPENDIX 5

AGREEMENT PROCESS

Agreement at CAMAT shall be reached via a consensus process, with unanimity as the desired goal.

All agreements will be in-person and open. There will be no absentee voting, and no secret balloting. The mechanism of voting will be a visible “thumbs-up” to indicate agreement, “thumbs-sideways” to indicate an undecided, neutral, or abstain position, and “thumbs-down” to indicate disagreement. Persons indicating “thumbs-sideways” will be allowed to state the reason, and further discussion will ensue. After discussion, “thumbs-sideways” voters will be given the opportunity to change their vote. Persistent “thumbs-sideways” votes will not be considered as part of the tally.

Agreement will be considered reached in the case of unanimous “thumbs-up”.

In the case of no more than one “thumbs-down” each per side (Classified and Management), those indicating disagreement will be allowed to state the reason, and further discussion will ensue. After a second ballot, if the vote is still no more than one “thumbs-down” each per side, agreement will be considered reached.

In the case of two “thumbs-down” on either side, those indicating disagreement will be allowed to state the reason, and further discussion will ensue. After a second ballot, if the vote still includes two “thumbs-down” on either side, the side(s) will caucus. The goal of the caucus will be unanimity from the side(s). Each side may individually determine process to attempt to reach unanimity within the caucus. After a third ballot, if the vote still includes two “thumbs-down” on either side, agreement will be considered failed.

In the case of three or more “thumbs-down” on either side, agreement will be considered failed.

In any case, any individual may request a statement to be entered into the minutes regarding their vote.